

COMMISSIONERS COURT AGENDA REQUEST

A.2

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

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

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** 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: March 25, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Krystal Valdez

PHONE: 972-825-5083

FAX: _____

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: April 2, 2024

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

1. Approval of Commissioners' Court regular meeting Minutes from March 19, 2024.

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – MARCH 19, 2024

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, MARCH 19, 2024, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2ND FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

MEMBERS PRESENT:

COUNTY JUDGE TODD LITTLE

COUNTY CLERK: KRYSTAL VALDEZ

COMMISSIONERS:

PRECINCT 1 COMMISSIONER RANDY STINSON

PRECINCT 2 COMMISSIONER LANE GRAYSON

PRECINCT 3 COMMISSIONER LOUIS PONDER

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 PONDER, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE: COUNTY JUDGE TODD LITTLE

CONSENT AGENDA: MINUTE ORDER 179.24 (WITHOUT A.14 AND A.19)

ADMINISTRATIVE:

- A.1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.2 APPROVING OF THE 2023 4TH QUARTER INVESTMENT REPORT BY THE ELLIS COUNTY TREASURER. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.3 APPROVING OF COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM MARCH 5TH, 2024. – *COUNTY CLERK KRYSTAL VALDEZ*
- A.4 APPROVING OF COMMISSIONERS' COURT SPECIAL MEETING MINUTES FROM MARCH 12TH, 2024. – *COUNTY CLERK KRYSTAL VALDEZ*
- A.5 ACCEPTING OF THE COUNTY AUDITOR'S MONTHLY REPORT FOR JANUARY 2024, PURSUANT TO LOCAL GOVERNMENT CODE §114.025. – *FIRST ASSISTANT COUNTY AUDITOR STACI PARR*
- A.6 ACCEPTING OF A TABULATED REPORT OF THE COUNTY'S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM FEBRUARY 24TH, 2024 – MARCH 8TH, 2024, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – *FIRST ASSISTANT COUNTY AUDITOR STACI PARR*
- A.7 APPROVING OF THE COUNTY AUDITOR'S FEBRUARY 2024 CASH AUDIT REPORTS. – *FIRST ASSISTANT COUNTY AUDITOR STACI PARR*

- A.8 APPROVING FOR THE TAX ASSESSOR/COLLECTOR TO DISBURSE PROPERTY TAX REFUNDS IN THE AMOUNT OF \$119,000.21. - *FIRST ASSISTANT COUNTY AUDITOR STACI PARR*
- A.9 ACCEPTING OF THE JUSTICE OF THE PEACE, PRECINCT 1 MONTHLY REPORT FOR FEBRUARY 2024, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – *THE HONORABLE CHRIS MACON, JP, PRECINCT 1*
- A.10 ACCEPTING OF THE JUSTICE OF THE PEACE, PRECINCT 2 MONTHLY REPORT FOR FEBRUARY 2024, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – *THE HONORABLE JACKIE MILLER, JR., JP, PRECINCT 2*
- A.11 ACCEPTING OF THE JUSTICE OF THE PEACE, PRECINCT 4 MONTHLY REPORT FOR FEBRUARY 2024, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – *MELVA JONES, COURT COORDINATOR, JP PCT. 4*
- A.12 APPROVING FOR THE COUNTY & DISTRICT ATTORNEY TO RENEW THE CONTRACT WITH LEXISNEXIS AS BUDGETED IN THE FY24 BUDGET. – *COUNTY AND DISTRICT ATTORNEY ANN MONTGOMERY*
- A.13 APPROVING FOR THE COUNTY & DISTRICT ATTORNEY TO RENEW THE CONTRACT WITH ADOBE AS BUDGETED IN THE FY24 BUDGET. – *COUNTY AND DISTRICT ATTORNEY ANN MONTGOMERY*
- A.14 MOVED TO REGULAR AGENDA
- A.15 APPROVING OF THE DEPARTMENT OF DEVELOPMENT’S (DOD) MONTHLY FINANCIAL REPORT FOR FEBRUARY 2024, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – *DoD DIRECTOR ALBERTO MARES*
- A.16 APPROVING FOR THE COUNTY ENGINEER TO SUBMIT THE 2023 MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4) ANNUAL REPORT TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ). – *ENGINEER TED KANTOR*
- A.17 ACCEPTING THE APPLICATION BY DUSTIN DIXON TO REPLACE JASON BIRDWELL, WHOSE TERM ENDS ON DECEMBER 31, 2025 FOR ESD #7 (BRISTOL). – *FIRE MARSHAL TIM BIRDWELL*
- A.18 APPROVING FOR ENVIRONMENTAL CONTROL CHANGES AT VARIOUS COUNTY LOCATIONS TO ENVIRONMENTAL SERVICES FOR \$4,950.00 USING ARPA FUNDS. – *COUNTY JUDGE TODD LITTLE*
- A.19 MOVED TO REGULAR AGENDA
- A.20 APPROVING THE APPOINTMENT OF MR. STEVE JOHNSON, MR. MACON BODLE, MR. GARY THREADGILL, AND MR. JOE CHADIC TO THE LEVEE #2 BOARD OF DIRECTORS. – *PRECINCT 1 COMMISSIONER RANDY STINSON*
- A.21 DISCUSSION, CONSIDERATION AND ACTION TO APPOINT MR. STEVEN BEAKLEY AND MS. CARRIE CHAN TWINING TO THE LEVEE #3 BOARD OF DIRECTORS. – *PRECINCT 1 COMMISSIONER RANDY STINSON*

FINANCIAL:

- F.1 ACCEPTING LEOSE FUNDS FROM THE TEXAS COMPTROLLER’S OFFICE BY THE CONSTABLE, PRECINCT 2, IN THE AMOUNT OF \$897.77 AS UNANTICIPATED REVENUE. REQUEST SPECIAL BUDGET OF UNANTICIPATED REVENUE:
 - INCREASE 126-0612-408200 (LEOSE TRAINING) BY \$897.77
 - PURSUANT TO LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. - *FIRST ASSISTANT COUNTY AUDITOR STACI PARR*
- F.2 ACCEPTING LEOSE FUNDS FROM THE TEXAS COMPTROLLER’S OFFICE BY THE SHERIFF’S OFFICE, IN THE AMOUNT OF \$14,968.48 AS UNANTICIPATED REVENUE. REQUEST SPECIAL BUDGET OF UNANTICIPATED REVENUE:
 - INCREASE 129-0129-408200 (LEOSE TRAINING) BY \$14,968.46

PURSUANT TO LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. - *FIRST ASSISTANT COUNTY AUDITOR STACI PARR*

- F.3 ACCEPTING FUNDS FROM THE CITY OF MILFORD BY FM3, IN THE AMOUNT OF \$246.19 AS UNANTICIPATED REVENUE. REQUEST SPECIAL BUDGET OF UNANTICIPATED REVENUE:

INCREASE 011-0704-509110 (FM3 GRAVEL) BY \$246.19

PURSUANT TO LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. - *FIRST ASSISTANT COUNTY AUDITOR STACI PARR*

- F.4 ACCEPTING JUROR DONATIONS BY VETERAN'S SERVICES IN THE AMOUNT OF \$4,785.00 AS UNANTICIPATED REVENUE. REQUEST SPECIAL BUDGET OF UNANTICIPATED REVENUE:

INCREASE 001-0070-506550 (JUROR DONATIONS – VETERANS SERVICES) BY \$4,785.00

PURSUANT TO LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. - *FIRST ASSISTANT COUNTY AUDITOR STACI PARR*

- F.5 FY2024 LINE-ITEM TRANSFER – *BEHAVIORAL HEALTH DIRECTOR CAITLYN WILKINSON*

DECREASE 001-0130-508680 (CONTRACT SERVICES) BY \$8,000.00

INCREASE 001-0130-508010 (SUPPLIES/FORMS) BY \$1,000.00

INCREASE 001-0130-508050 (CONFERENCE) BY \$2,000.00

INCREASE 001-0130-508060 (BOND/DUES) BY \$1,000.00

INCREASE 001-0130-508350 (TRAINING) BY \$2,000.00

INCREASE 001-0130-50880 (COMPUTER SERVICE) BY \$2,000.00

- F.6 FY2024 LINE-ITEM TRANSFER – *PRECINCT 1 COMMISSIONER RANDY STINSON*

DECREASE 003-0601-570000 (CONTINGENCY) BY \$15,000.00

INCREASE 003-0601-520100 (RB1-CDL TRAINING) BY \$15,000.00

- F.7 FY2024 LINE-ITEM TRANSFER – *PRECINCT 2 COMMISSIONER LANE GRAYSON*

DECREASE 010-0653-508070 (FM2 GENERAL EXPENSES) BY \$7,000.00

INCREASE 010-0653-509180 (FM 2 HARDWARE TOOLS) BY \$7,000.00

- F.8 FY2024 LINE-ITEM TRANSFER – *COUNTY JUDGE TODD LITTLE*

DECREASE 018-0908-509731 (H/C JP2 SUB-COURTHOUSE) BY \$300,000.00

INCREASE 018-0908-509802 (H/C ELLIS CO CENTRAL) BY \$300,000.00

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

MINUTE ORDER 180.24 (A.14) APPROVING FOR THE COUNTY & DISTRICT ATTORNEY TO ACCEPT GRANT FUNDING AND TERMS FROM THE COMPTROLLER UNDER THE RURAL PROSECUTOR'S ACT. – *COUNTY AND DISTRICT ATTORNEY ANN MONTGOMERY*

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

MINUTE ORDER 181.24 (A.19) AUTHORIZING THE COUNTY JUDGE TO SIGN A DOCUMENT SUPPORTING THE NAME CHANGE OR PRAIRIE RIDGE TO GOODLAND, TEXAS. – *COUNTY JUDGE TODD LITTLE*

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

REGULAR AGENDA – DISCUSSION, CONSIDERATION AND ACTION:

DEPARTMENT OF DEVELOPMENT

MINUTE ORDER 182.24 (1.1) APPROVING A VARIANCE REQUEST TO VOLUME I, SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT STANDARDS REGARDING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENTS FOR PARCEL ID 184596. THE ± 3.50-ACRE SITE IS LOCATED ± 5,920 FEET SOUTHEAST OF THE INTERSECTION OF FM 780 AND WICKLIFFE ROAD, FERRIS, ROAD AND BRIDGE PRECINCT NO. 1. 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. 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.
3. AN EXISTING ACCESS EASEMENT SHALL BE SHOWN AT THE TIME OF PLATTING TO PROVE THAT IT HAS INGRESS & EGRESS ONTO THE SITE.

PUBLIC PARTICIPATION: JASON CRENSHAW, FERRIS

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

MINUTE ORDER 183.24 (1.2) APPROVING A VARIANCE REQUEST TO VOLUME I, SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT STANDARDS REGARDING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENTS FOR PARCEL ID 191454. THE ± 11.955-ACRE SITE IS LOCATED ± 90 FEET SOUTH OF THE INTERSECTION OF MAREE DRIVE AND CARLTON PARKWAY, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 1. 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. 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.

PUBLIC PARTICIPATION: FANNON & PAULA WESTER, RED OAK

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

PUBLIC HEARING (P.1)

MOTION TO OPEN P1 BY COMMISSIONER BUTLER, SECONDED BY COMMISSIONER GRAYSON, MOTION CARRIED

(P.1) PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE 2019 ELLIS COUNTY MASTER THOROUGHFARE PLAN, SPECIFICALLY REVISING PROPOSED THOROUGHFARES & ROAD CLASSIFICATIONS NEAR FM 813, WINDHAM ROAD, AND BROADHEAD ROAD RELATED TO THE PROPOSED TERRA VISTA DEVELOPMENT.

MOTION TO CLOSE P.1 BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 184.24 (1.3) APPROVING THE PROPOSED AMENDMENTS TO THE 2019 ELLIS COUNTY MASTER THOROUGHFARE PLAN, SPECIFICALLY REVISING PROPOSED THOROUGHFARES & ROAD CLASSIFICATIONS NEAR FM 813, WINDHAM ROAD, AND BROADHEAD ROAD RELATED TO THE PROPOSED TERRA VISTA DEVELOPMENT; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

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

PURCHASING

MINUTE ORDER 185.24 (2.1) APPROVING TO PURCHASE ONE (1) 2024 DODGE RAM 3500 4WD CHASSIS AND ONE (1) 2023 DODGE RAM 1500 4X4 IN THE AMOUNT OF \$130,303.50 USING BUYBOARD COOPERATIVE CONTRACT #724-23 FOR ROAD AND BRIDGE PRECINCT 3.

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

MINUTE ORDER 186.24 (2.2) APPROVING TO PURCHASE ONE (1) 2024 FORD POLICE INTERCEPTOR EXPLORER FOR CONSTABLE, PRECINCT 4.

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

MINUTE ORDER 187.24 (2.3) APPROVING OF CHANGE ORDER #32 FOR THE ELLIS COUNTY CENTRAL PROJECT FOR THE RESTORATION OF THE JESUS MOROLES MONUMENT FOR WORK TO BE COMPLETED BY ROGERS-O'BRIEN (\$60,965.00) AND MORORLES & ASSOCIATES, LLC (\$44,964.00) FOR A TOTAL PROJECT COST OF \$105,929.00.

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

MINUTE ORDER 188.24 (2.4) APPROVING TO AWARD RFP-2024-002 GRANT WRITING SERVICES FOR THE COUNTY AND NEGOTIATION OF THE CONTRACT WITH TJD CONSULTING.

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

ADMINISTRATIVE

NO ACTION (3.1) ACCEPTING OF THE 26TH CONSECUTIVE, PRESTIGIOUS AWARD OF FINANCIAL REPORTING ACHIEVEMENT ON THE ANNUAL COMPREHENSIVE FINANCIAL REPORTS ON BEHALF OF THE AUDIT DEPARTMENT FOR THE FISCAL YEAR ENDED ON SEPTEMBER 30, 2022. – *COUNTY JUDGE TODD LITTLE*

NO ACTION (3.2) PRESENTATION BY REPRESENTATIVES OF DATABANK DATACENTERS, LLC REGARDING A PROPOSED TAX ABATEMENT AGREEMENT. – *COUNTY JUDGE TODD LITTLE*

PUBLIC PARTICIPATION: TODD FULLER, CITY OF RED OAK; LEE McCLEARY, CITY OF RED OAK

NO ACTION (3.3) PRESENTATION BY THE EMERGENCY MANAGEMENT COORDINATOR OVERVIEWING PLANS FOR THE APRIL 8TH ECLIPSE. – *EMERGENCY MANAGEMENT COORDINATOR MICHAELA SANDEFER*

RECESS TO EXECUTIVE SESSION **3:11 P.M.**

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

EXECUTIVE SESSION

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

- 4.1 PURSUANT TO 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 TEXAS LOCAL GOVERNMENT CODE §551.071(2), CONSULTATION WITH LEGAL COUNSEL ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS RULES OF DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER, TO SEEK LEGAL ADVICE ON THE APPOINTMENT OF JP4.
- 4.3 PURSUANT TO GOVERNMENT CODE §551.072, DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTIES IF THE DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH THIRD PARTIES.

RECONVENED TO REGULAR SESSION **4:50 P.M.**

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

MINUTE ORDER 189.24 (3.4) DESIGNATING STACI PARR, FIRST ASSISTANT COUNTY AUDITOR, AS TEMPORARY SIGNATORY FOR THE JUSTICE OF THE PEACE, PRECINCT 4'S ROUTINE PERSONNEL APPROVALS. THIS WILL BE EFFECTIVE GOING BACK TO WHEN LOUIS PONDER VACATED HIS DUTIES AS JP4, UNTIL THE POSITION IS FILLED WITH A NEW APPOINTMENT. – COUNTY JUDGE TODD LITTLE

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

MINUTE ORDER 190.24 (3.5) APPROVING OF AN AMENDMENT TO THE PURCHASE AND SALE AGREEMENT FOR THE FIRST BAPTIST CHURCH CAMPUS, TO EXTEND THE CLOSING DATE TO APRIL 12, 2024, OR 10 DAYS AFTER SELLERS COMPLETE ALL OBLIGATIONS. – COUNTY JUDGE TODD LITTLE

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

MINUTE ORDER 191.24 (3.6) APPROVING A REQUEST TO GRANT NEW EASEMENTS ON COUNTY-OWNED PROPERTIES KNOWN AS ELLIS COUNTY ENNIS SUB COURTHOUSE ADDITION AND A VACANT ± 3.005 ACRES LOCATED BETWEEN SOUTH SONOMA TRAIL & IH-45 NORTHBOUND SERVICE ROAD. ALLOWING LEGAL TO NEGOTIATE TEMPORARY CONSTRUCTION EASEMENT WITHIN A STATED SPECIFIC TIMEFRAME (I.E. 90 DAYS, SIX MONTHS, ETC.) AND APPROVAL FOR THE COUNTY JUDGE TO SIGN ANY REQUIRED DOCUMENTS ASSOCIATED WITH THIS REQUEST, SUBJECT TO THE FOLLOWING CONDITIONS:

1. ESTABLISH A NEW 20-FOOT EASEMENT FOR THE UPGRADED SEWER LINES VIA AN UPDATED PLAT.
2. RELOCATE THE EXISTING SEWER LINE INTO THIS NEW EASEMENT AND EXPAND IT FROM THE CURRENT 8 INCHES TO 24 INCHES.
3. ESTABLISH A 10-FOOT TEMPORARY CONSTRUCTION EASEMENT ADJACENT TO IT WHILE THE NEW UPGRADED SEWER LINE IS INSTALLED. A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT SHALL BE REVIEWED BY LEGAL BEFORE THIS EASEMENT IS GRANTED AND SHALL GO AWAY UPON COMPLETION FOR A PERIOD NOT TO EXCEED MONTHS FROM THE DATE THAT THE EASEMENT AGREEMENT IS EXECUTED.

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

ADJOURNMENT **4:52 P.M.**

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON MARCH 19, 2024 ARE
HEREBY APPROVED.

PRESIDING OFFICER:

TODD LITTLE, COUNTY JUDGE

RANDY STINSON, COMMISSIONER, PCT 1

LANE GRAYSON, COMMISSIONER, PCT 2

LOUIS PONDER, COMMISSIONER, PCT 3

KYLE BUTLER, COMMISSIONER, PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 2ND DAY OF APRIL 2024.

KRYSTAL VALDEZ, COUNTY CLERK

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-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioner's Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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

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

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

Please fill out this form completely:

DATE: March 25, 2024

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: April 2, 2025

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

Approval of Audit Report for the following ESD Board of Directors: Pursuant to 775.082, Texas Health and Safety Code, acceptance of the annual Audit Report of the fiscal accounts and records of the following Emergency Services District in Ellis County. **For ESD#1 Maypearl**

* _____
County Attorney Approval

ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
SEPTEMBER 30, 2023

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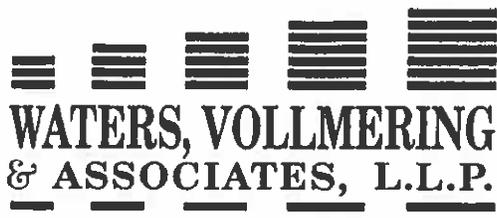
Basic Financial Statements:

Governmental Funds Balance Sheet and Statement of Position.....3

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Independent Auditor’s Report on Internal Control over Financial Reporting
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INDEPENDENT AUDITOR'S REPORT

District Commissioners
Ellis County Emergency Services District No.1
Maypearl, TX

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the major fund, and the aggregate remaining fund information of Ellis County Emergency Services District No. 1 (the District) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the major fund, and the aggregate remaining fund information of the District's, as of September 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes

our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

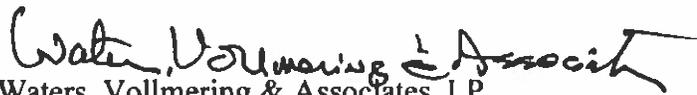
In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted management's discussion and analysis and budgeted comparisons that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.


Waters, Vollmering & Associates, LP

Mansfield, TX
December 15, 2023

ELLIS COUNTY EMERGENCY SERVICE DISTRICT #1
GOVERNMENTAL FUND BALANCE SHEET AND
STATEMENT OF NET POSITION
September 30, 2023

	General Fund	Adjustments (Note G)	Statement of Net Position
ASSETS			
Cash and cash equivalents	\$ 601,035	\$ -	\$ 601,035
Capital assets, net of accumulated depreciation		1,195,225	1,195,225
Total Assets	601,035	1,195,225	1,796,260
LIABILITIES			
Accounts payable	28,254	-	28,254
Current liabilities	15,883	-	15,883
Total liabilities	44,137	-	44,137
FUND BALANCE/NET POSITION			
Fund balances:			
Unassigned	556,898	(556,898)	-
Total fund balances	556,898	(556,898)	-
Total liabilities and fund balances	\$ 601,035		
Net position:			
Net investment in capital assets		1,195,225	1,195,225
Unrestricted		556,898	556,898
Total net position		\$ 1,752,123	\$ 1,752,123

See accompanying notes and independent auditor's report

ELLIS COUNTY EMERGENCY SERVICE DISTRICT #1
GOVERNMENTAL FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE AND
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2023

	<u>General Fund</u>	<u>Adjustments (Note G)</u>	<u>Statement of Activities</u>
EXPENDITURES:			
Emergency Services	\$ 14,586	\$ -	\$ 14,586
Administrative	361,879		361,879
Office facilities	42,224		42,224
Professional fees	16,700		16,700
Training	820		820
Repairs and maintenance	46,169		46,169
Utilities	14,224		14,224
Depreciation	-	171,822	171,822
Capital Outlay	97,650	(97,650)	-
Debt Service:			-
Principal	79,210	(79,210)	-
Interest	2,059		2,059
Total Expenditures	<u>675,521</u>	<u>(5,038)</u>	<u>670,483</u>
PROGRAM REVENUES			
Grants & Contributions	8,436	-	8,436
Net Program Revenue	<u>8,436</u>	<u>-</u>	<u>8,436</u>
GENERAL REVENUES			
Property Taxes	526,781		526,781
Interest	4,919		4,919
Other	2,892		2,892
Net General Revenue	<u>534,592</u>	<u>-</u>	<u>534,592</u>
Excess of revenues over expenditures	(132,493)	5,038	(127,455)
FUND BALANCE/NET POSITION AT BEGINNING OF YEAR	<u>689,391</u>	<u>1,190,187</u>	<u>1,879,578</u>
FUND BALANCE/NET POSITION AT END OF YEAR	<u>\$ 556,898</u>	<u>\$ 1,195,225</u>	<u>\$ 1,752,123</u>

ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Ellis County Emergency Services District No. 1 (the "District") have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") applicable to government entities. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

1. Reporting Entity

The Ellis County Emergency Services District No. 1 is a political subdivision of the State of Texas and was created thru conversion of the Ellis County Rural Fire District No. 4 by a general election in July of 1999. The District was created to provide emergency services and promote public safety, welfare, health and convenience of persons residing in the District. The District is a governmental entity organized under the Texas Health Safety Code Sec. 775.

2. Basis of Presentation

The government-wide financial statements include the statement of net position and the statement of activities. Government-wide statements report information on all of the activities of the District. Governmental activities are supported mainly by property taxes.

The statement of activities reflects the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included in program revenues are reported as general revenues.

The General Fund meets the criteria of a major governmental fund. The District has no other governmental funds.

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the general fund in the first column. The next column is an adjustments column. It reconciles the amounts reported in the governmental funds to show how each would change

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

3. Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Revenues are classified as program revenues and general revenues. Program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. General revenues include all taxes, grants not restricted to specific programs and investment earnings.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are susceptible to accrual, as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The District considers the availability period for grants to be one year. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

The government reports the following major governmental fund:

The General Fund is the general operating fund of the District and is always classified as a major fund. The General Fund is used to account for all financial resources except those required to be accounted for in another fund. Major revenue sources include property taxes. Primary expenditures are for general administration, emergency services and management.

The District has no other major governmental funds.

Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and investments with original maturities of three months or less from the end of the fiscal year.

Capital Assets

All acquisitions of property and equipment are recorded at cost, if purchased or at fair value at date of gift, if donated. When assets are disposed of, their cost and accumulated depreciation are removed from the accounts and the resulting gains or losses are credited or charged to operations. Land is recorded at cost and it is not depreciated. Furniture and equipment is capitalized if cost is over \$1,000.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized, while improvements and betterments are capitalized.

Depreciation has been calculated on each class of depreciable property using the straight-line method. Estimated useful lives are as follows:

Building and Improvements	15-39 years
Fire Trucks	10 years
Fire Fighting Equipment	3-10 years
Furniture and Equipment	3-5 years

Property Tax

Property taxes are levied based on taxable value at January 1 and become due October 1 and past due after the following January 31. Accordingly, receivables and revenues for property taxes are reflected on the government-wide statement based on the full accrual method of accounting. Property tax receivables for prior year's levy are shown net of an allowance for uncollectible.

Long-Term Obligations

All long-term obligations are reported in the government-wide financial statements.

In general, governmental fund payables, once incurred, are paid in a timely manner and in full, from current financial resources, are reported as obligations of the funds. Bonds, capital leases and long-term loans are recognized as a liability on the fund financial statements when due.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Final settlement amounts could differ from those estimates.

Fund Balance Classification

In the governmental fund financial statements, the District reported the following types of governmental fund balances: restricted and unassigned.

Restricted – Amounts that have constraints placed on the use of their resources. These constraints can be: (a) externally imposed by creditors (e.g., debt covenants), grantors, contributors or laws/regulations of other governments; or (b) imposed by law through constitutional provision or enabling legislation. Both constraints are legally enforceable by an external party.

Unassigned – All amounts not included in other spendable classifications. The General Fund is the only fund that would report a positive amount in unassigned fund balance. Residual deficit amounts of the governmental funds would also be reported as unassigned.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Net Position

Net Position represent the difference between assets, deferred outflows of resources, deferred inflows of resources, and liabilities. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

Adoption of New Lease Accounting Standard

The Company decided to adopt the Financial Accounting Standard Board's Accounting Standards Codification (ASC) 842, *Lease Accounting*.

The new lease accounting guidance generally requires the treatment of all qualified leases as a right-to-use asset and an associated liability. If the Company had qualified leases, then retained earnings could be adjusted to reflect the prior period effect of the change in accounting principle. The asset and liability are reduced over the length of the lease with changes impacting the operating statement. The District has adopted the new lease standard but does not have any leases in 2023.

NOTE B – CASH AND INVESTMENTS

Cash

At September 30, 2023, the carrying amount of the District's bank balance was \$601,035. The District had multiple bank balances were all covered by federal deposit insurance, but one exceeded federal deposit insurance by \$220,534.

Analysis of Specific Deposit and Investment Risks

GASB Statement No. 40 requires a determination as to whether the District was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

a.) Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized rating agencies are designed to give an indication of credit risk. At year end, the District was not significantly exposed to credit risk.

b.) Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name.

At year end, the District was exposed to custodial credit risk.

c.) Concentration of Credit Risk

NOTE B – CASH AND INVESTMENTS (cont.)

The risk is the risk of loss attributed to the magnitude of a government’s investment in a single issuer. At year end, the District was not exposed to a concentration of credit risk.

d.) Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment.

At year-end, the District was not exposed to interest rate risk.

e.) Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the District was not exposed to foreign currency risk.

NOTE C – CHANGES IN CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2023, is as follows:

	Balance 9/30/22	Additions	Retirements	Transfers	Balance 9/30/23
Land	\$ 70,000	\$ -0-	\$ -0-	\$ -0-	\$ 70,000
EMS Equipment	60,317	21,030	-0-	-0-	81,347
Communication Equipment	76,685	1,594	-0-	-0-	78,279
Building & Improvements	1,049,271	-0-	-0-	-0-	1,049,271
Firefighting Apparatus	1,118,431	10,970	-0-	-0-	1,129,401
Furniture & Fixtures	79,740	15,394	-0-	-0-	95,134
Firefighting Equipment	246,610	48,662	-0-	-0-	295,272
Total capital assets	<u>2,701,054</u>	<u>97,650</u>	<u>-0-</u>	<u>-0-</u>	<u>2,798,704</u>
	Balance 9/30/22	Additions	Retirements	Transfers	Balance 9/30/23
Less Accumulated Depreciation:					
EMS Equipment	49,256	15,734	-0-	-0-	64,990
Communication Equipment	18,331	13,187	-0-	-0-	31,518
Building & improvements	360,254	27,122	-0-	-0-	387,375
Firefighting Apparatus	746,639	80,077	-0-	-0-	826,716
Furniture & Fixtures	19,300	14,756	-0-	-0-	34,056
Firefighting Equipment	237,877	20,946	-0-	-0-	258,823
Total accumulated depreciation	<u>1,431,657</u>	<u>171,822</u>	<u>-0-</u>	<u>-0-</u>	<u>1,603,479</u>
Governmental activities capital assets, net	<u>\$1,269,397</u>	<u>\$(74,172)</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$1,195,225</u>

Depreciation expense was charged to government activities of \$171,822.

NOTE D -- PROPERTY TAXES

Taxes were levied on and payable as of October 1. The District has contracted with the Ellis County Tax Assessor-Collector to collect taxes on its behalf. Current year taxes become delinquent February 1. Current year delinquent taxes not paid by July 1 are turned over to attorneys for collection action.

For tax year 2023, the assessed tax rate for the District was \$0.072465 percent per \$100 on an assessed valuation of \$717,158,379 used to fund 2023 activities. Total tax levy for fiscal year 2023 was \$526,776.

NOTE E - LONG TERM DEBT

1. Governmental activities –

Notes Payable:

Note payable debt outstanding at September 30, 2023, is comprised of the following:

<u>Description of Debt</u>	<u>Amount</u>
Note payable to a financial institution secured a security interest in ad valorem tax revenue and all other income or receipts received or to be received by the Borrower, requiring annual installments of \$81,269 including interest at 2.60%.	\$ -0-
Total	\$ -0-

Annual debt service requirements to maturity for notes payable debt are as follows:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 79,210	\$ 2,059	\$ 81,269
Total	\$ 79,210	\$ 2,059	\$ 81,269

Changes in long-term liabilities:

Long-term debt activity for the year ended September 30, 2023, was as follows:

	<u>Amounts payable at beginning of year</u>	<u>Amounts added during year 2023</u>	<u>Amounts retired during fiscal year 2023</u>	<u>Amounts payable at end of year</u>	<u>Amounts due within one year</u>
Notes payable	\$ 79,210	\$ -0-	\$ (79,210)	\$ -0-	\$ -0-
Total	\$ 79,210	\$ -0-	\$ (79,210)	\$ -0-	\$ -0-

NOTE F – CONTINGENT LIABILITIES

Litigation

The District is not aware of any pending or threatened litigation.

NOTE G – EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Position:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the District as a whole.

Cost of capital assets	\$ 2,798,704
Accumulated depreciation	<u>(1,603,479)</u>
	<u>\$ 1,195,225</u>

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	\$ (97,650)
Depreciation Expense	<u>171,822</u>
	<u>\$ 74,172</u>

Repayment of notes payable is reported as expenditures in governmental funds. For the district as a whole, however, the principal payments reduce the liabilities in the statement of net position and do not result in an expense in the statement of activities.

Payment of Principal	<u>\$ (79,210)</u>
----------------------	--------------------

NOTE H – Subsequent Events

The District evaluated subsequent events through December 15, 2023 which is the same date that the financial statements were issued, and no events were determined to be reported.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors,
Ellis County Emergency Services District No.1
Maypearl, TX

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and major fund information of Ellis County Emergency Services District No.1, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Ellis County Emergency Services District No.1's basic financial statements, and have issued our report thereon dated December 15, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Ellis County Emergency Services District No.1's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Ellis County Emergency Services District No.1's internal control. Accordingly, we do not express an opinion on the effectiveness of the Ellis County Emergency Services District No.1's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We consider the following deficiencies in internal control to be significant deficiencies:

- The District's limited staffing creates deficiencies in internal control related to segregation of duties in the areas of cash management, additions and dispositions of assets, cut-off procedures and proper recording of accruals. Management should evaluate the relative costs and benefits associated with any additional controls

recognizing that volunteer labor can be utilized with proper procedures to mitigate potential control deficiencies.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Ellis County Emergency Services District No.1's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Waters, Vollmering & Associates, LLP
Mansfield, Texas
December 15, 2023

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

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

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

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

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

Please fill out this form completely:

DATE: 03/26/2024 SUPPORTING DOCUMENT(S) ATTACHED? Y N

NAME: Staci Parr

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

DEPARTMENT OR ASSOCIATION: First Assistant County Auditor

ADDRESS: 101 W Main St, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 04/02/2024

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

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

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

March 9, 2024 - March 20, 2024 pursuant to Local Government Code §114.024

* _____
County Attorney Approval

Trial Balance for Ellis County

From 03/09/2024 - 03/20/2024

Fund	Name	Opening Balance	Debit	Credit	Closing Balance
1	GENERAL FUND	78,732,268.95	6,437,820.49	7,580,783.61	77,589,305.83
2	ROAD IMPROVEMENT FUND	2,131,353.01	16,622.75	14,450.00	2,133,525.76
3	ROAD/BRIDGE PCT. 1	3,489,248.53	28,141.87	6,700.00	3,510,690.40
4	ROAD/BRIDGE PCT. 2	3,098,476.20	30,041.87	8,600.00	3,119,918.07
5	ROAD/BRIDGE PCT. 3	1,823,819.91	61,441.86	55,598.44	1,829,663.33
6	ROAD/BRIDGE PCT. 4	3,418,298.97	46,441.86	25,000.00	3,439,740.83
7	ADULT PROBATION	1,182,590.61	250,093.75	275,088.83	1,157,595.53
8	JUVENILE PROBATION	626,818.11	65,000.00	77,244.78	614,573.33
9	F/M PCT. 1	4,037,534.06	52,169.99	73,818.59	4,015,885.46
10	F/M PCT. 2	1,884,442.97	58,703.15	102,199.19	1,840,946.93
11	F/M PCT. 3	1,832,301.38	40,394.93	42,838.12	1,829,858.19
12	F/M PCT. 4	2,367,127.99	63,489.14	104,417.43	2,326,199.70
13	LATERAL ROAD PCT. 1	446,132.46	-	-	446,132.46
14	COUNTY & DISTRICT CT TECH	47,001.99	47,256.00	47,000.00	47,257.99
15	JUSTICE COURT TECHNOLOGY FUND	230,272.73	10,343.50	10,000.00	230,616.23
16	DC ARCHIVES RECORDS MANAGEMENT	184,950.41	5.00	-	184,955.41
17	JURY	105,631.41	76,902.09	77,575.95	104,957.55
18	PERMANENT IMPROVEMENT	10,259,363.38	913,659.71	918,138.57	10,254,884.52
19	LAW LIBRARY	7,355.54	4,475.75	8,207.74	3,623.55
20	TRUST AND AGENCY FUND	-	-	-	-
21	RECORDS MANAGEMENT	2,460,845.21	87,530.00	73,500.00	2,474,875.21
22	CC ARCHIVES RECORDS MANAGEMENT	1,995,831.53	-	251,750.00	1,744,081.53
23	ROW AVAILABLE	162,331.59	2,800.00	2,800.00	162,331.59
24	FIRE MARSHAL SPECIAL FUND	-	200,000.00	-	200,000.00
26	DISTRICT COURT RECORDS TECH	246,381.19	2,100.00	-	248,481.19
27	ROAD DISTRICT #1	922,315.62	-	-	922,315.62
28	ROAD DISTRICT #5	16,392.11	-	-	16,392.11
29	ROAD DISTRICT #16	214,028.06	-	-	214,028.06
30	CHECK PROCESSING FEE AC	144,442.51	-	15.00	144,427.51
31	DRUG FORFEITURE FUND	286,974.65	8,500.00	-	295,474.65
32	GEN RECORD MANAGE/PRESE	860,637.02	37,900.00	-	898,537.02
33	COURTHOUSE SECURITY FUN	382,235.58	108,700.00	-	490,935.58
34	COURT REC. PRESERVATION 51.708	189,226.50	975.00	189,700.00	501.50
36	ELECTIONS ADMIN FEES	3,993.42	4,206.00	7,837.50	361.92
38	SERIES 07 INTEREST & SINKING	89,039.83	17,260.32	100,445.00	5,855.15
40	SERIES 07 BOND PROJECT	24.66	48,915.00	48,938.13	1.53
42	SHERIFF FEDERAL DRUG FORFEITURE	16.16	-	-	16.16
43	COUNTY CLERK VITALS PRESERVATION				
45	ELLIS CO COMM CORRECTIONS	85,985.61	-	-	85,985.61
46	SHERIFF SEIZURE FUND				
47	SHERIFF DRUG FORFEITURE				
48	DISTRICT ATTY DRUG SEIZ				
50	CIVIL SUPERVISION FEES	250,896.63	-	-	250,896.63
53	COURT FACILITY FEES	515,680.46	-	-	515,680.46
55	OPIOID SETTLEMENT	150,056.40	153,840.00	151,800.00	152,096.40
56	CONSTABLE PCT #2 FORFEITURE	-	99,230.00	-	99,230.00
57	CONSTABLE PCT #1 FORFEITURE	1,489.00	-	-	1,489.00
61	TRUANCY & PREVENTION	181.28	-	-	181.28
63	AMERICAN RESCUE PLAN	-	67,000.00	-	67,000.00
66	JUVENILE JUSTICE ALTERNATIVE EDUC.	(67,112.90)	189,470.00	122,351.38	5.72
68	VEHICLE REPLACEMENT FUND				
71	TREASURERS HELD PROPERTY				
72	ELLIS COUNTY LEVEE #2	1,433.37	-	-	1,433.37
73	ELLIS COUNTY LEVEE #3	357,632.93	-	-	357,632.93
74	ELLIS COUNTY LEVEE #4	261.99	3,107.26	-	3,369.25
75	JUVENILE PROBATION FEES				
91	UNCLAIMED PROPERTY	8,464.16	-	-	8,464.16
125	CONSTABLE PCT 1 LOOSE FUNDS	-	-	-	-
126	CONSTABLE PCT 2 LOOSE FUNDS				
127	CONSTABLE PCT 3 LOOSE FUNDS				
128	CONSTABLE PCT 4 LOOSE FUNDS				
129	SHERIFF LOOSE FUNDS				
130	DISTRICT ATTY LOOSE FUNDS				
131	LANGUAGE ACCESS FUND				
		125,184,682.18	9,234,537.29	10,376,798.26	124,042,412.21

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF ALMA**

A.6

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell City of Alma goods and/or services.
- B. The City of Alma (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to CITY.
- D. The terms of this agreement shall be from **FY October 1, 2023 to September 30, 2024**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.

F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2024.

COUNTY OF ELLIS

 Todd Little
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF ALMA



 Signature
 Printed Name: Jim Benton
 Title: Asst. City Administrator

Attest:



 City Secretary (Administrator)

COMMISSIONERS COURT AGENDA REQUEST

A.7

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

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

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** 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: 3/28/24 SUPPORTING DOCUMENT(S) ATTACHED? No
NAME: TODD LITTLE
PHONE: 972-825-5011 FAX: 972-825-5012
DEPARTMENT OR ASSOCIATION: COUNTY JUDGE
ADDRESS: 101 WEST MAIN STREET
PREFERRED DATE TO BE PLACED ON AGENDA: 4/2/24

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

CONSENT AGENDA-
APPROVAL FOR THE COUNTY JUDGE TO SIGN AN AFFIDAVIT STATING THAT THE COUNTY AWARDED MEALS ON WHEELS NORTH CENTRAL TEXAS \$62,000.00 FOR FY24 ON NOVEMBER 28, 2023 WITH MINUTE ORDER #552.23.



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

**AFFIDAVIT HDM COUNTY GRANT
PROGRAM YEAR 2023**

A resolution signed during the application period (September – November 2022) for the 2023 Texans Feeding Texans: Home-Delivered Meals (2023 HDM) Grant by Ellis County certified that the county made a grant to Meals on Wheels North Central Texas Inc, an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability.

This affidavit certifies that the County has successfully issued a grant payment to the Organization in the amount of \$56,000.00 to be used between, 10/1/2022 and 9/30/2023 as outlined in the original resolution.

This affidavit is made that in order to fully close the 2023 HDM Grant and that both the Organization and county agree the above County grant has been received and used within the term above.

COUNTY



Signature of Authorized Official of the County

Date

Typed Name and Title

ORGANIZATION



Signature of Authorized Official of the Organization

Mar. 7, 2024
Date

Christine Hockin Boyd
Typed Name and Title

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – NOVEMBER 28, 2023

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, NOVEMBER 28, 2023, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2ND FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

MEMBERS PRESENT:

COUNTY JUDGE TODD LITTLE

COUNTY CLERK KRYSTAL VALDEZ

PRECINCT 1 COMMISSIONER RANDY STINSON

PRECINCT 2 COMMISSIONER LANE GRAYSON

PRECINCT 3 COMMISSIONER PAUL PERRY

PRECINCT 4 COMMISSIONER KYLE BUTLER

OPENING COURT:

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

MOTION TO OPEN COURT BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER PERRY, MOTION CARRIED
INVOCATION AND PLEDGE OF ALLEGIANCE. – *PRECINCT 3 COMMISSIONER PAUL PERRY*

RECOGNITIONS

R1 RECOGNITION OF TODD ROBINSON, FOREMAN FOR ROAD & BRIDGE PRECINCT 1, FOR THIRTY-FIVE (35) YEARS OF EXEMPLARY SERVICE TO THE CITIZENS OF ELLIS COUNTY.

CONSENT AGENDA: MINUTE ORDER 539.23

ADMINISTRATIVE:

A1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*

A2 APPROVING OF COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM NOVEMBER 14, 2023, AND CORRECTING AGENDA ITEM 2.8 TO REFLECT THE ACCURATE YEAR OF 2024, INSTEAD OF 2023. – *COUNTY CLERK KRYSTAL VALDEZ*

A3 APPROVING OF COMMISSIONERS' COURT SPECIAL MEETING MINUTES FROM NOVEMBER 17, 2023. – *COUNTY CLERK KRYSTAL VALDEZ*

A4 APPROVING OF THE JANUARY 2023 CASH AUDIT REPORTS AS REQUIRED BY LOCAL GOVERNMENT CODE §115.002. – *FIRST ASSISTANT AUDITOR STACI PARR*

A5 APPROVING OF THE FEBRUARY 2023 CASH AUDIT REPORTS AS REQUIRED BY LOCAL GOVERNMENT CODE §115.002. – *FIRST ASSISTANT AUDITOR STACI PARR*

- A6 APPROVING OF THE MARCH 2023 CASH AUDIT REPORTS AS REQUIRED BY LOCAL GOVERNMENT CODE §115.002. – *FIRST ASSISTANT AUDITOR STACI PARR*
- A7 APPROVING OF THE APRIL 2023 CASH AUDIT REPORTS AS REQUIRED BY LOCAL GOVERNMENT CODE §115.002. – *FIRST ASSISTANT AUDITOR STACI PARR*
- A8 APPROVING OF THE MAY 2023 CASH AUDIT REPORTS AS REQUIRED BY LOCAL GOVERNMENT CODE §115.002. – *FIRST ASSISTANT AUDITOR STACI PARR*
- A9 APPROVING A TABULATED REPORT OF THE COUNTY’S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM NOVEMBER 4TH – NOVEMBER 15TH, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – *FIRST ASSISTANT AUDITOR STACI PARR*
- A10 APPROVING OF THE DEPARTMENT OF DEVELOPMENT’S MONTHLY FINANCIAL REPORT FOR OCTOBER 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *DOD DIRECTOR ALBERTO MARES*

FINANCIAL:

- F1 RATIFYING THE LOCAL PROVIDER PARTICIPATION FUND PAYMENT MADE ON NOVEMBER 17TH, 2023 FOR \$4,875,254.71. – *COUNTY TREASURER CHERYL CHAMBERS*
- F2 ACCEPTING FUNDS FOR THE REIMBURSEMENT FROM BAYLOR SCOTT & WHITE IN THE AMOUNT OF \$10,012.36 AS UNANTICIPATED REVENUE. SPECIAL BUDGET REQUEST:
 INCREASE 001-0110-508510 (HOSPITAL) BY \$10,012.36
 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE BY COUNTY AUDITOR. – *FIRST ASSISTANT AUDITOR STACI PARR*
- F3 ACCEPTING FUNDS FOR THE ANNUAL CREDIT CARD REBATE FROM JP MORGAN CHASE IN THE AMOUNT OF \$13,963.67 AS UNANTICIPATED REVENUE. SPECIAL BUDGET REQUEST:
 INCREASE 001-0140-506940 (EMPLOYEE RECOGNITION) BY \$13,963.67
 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE BY COUNTY AUDITOR. – *FIRST ASSISTANT AUDITOR STACI PARR*
- F4 ACCEPTING FUNDS FOR VENDING MACHINE COMMISSIONS FROM THE AMERICAN BOTTLING COMPANY IN THE AMOUNT OF \$27.00 AS UNANTICIPATED REVENUE. SPECIAL BUDGET REQUEST:
 INCREASE 001-0140-506940 (EMPLOYEE RECOGNITION) BY \$27.00
 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE BY COUNTY AUDITOR. – *FIRST ASSISTANT AUDITOR STACI PARR*
- F5 ACCEPTING FUNDS FOR THE REIMBURSEMENT FROM A WRIT OF EXECUTION IN THE AMOUNT OF \$1,415.33 AS UNANTICIPATED REVENUE. SPECIAL BUDGET REQUEST:
 INCREASE 001-0612-509999 (PAYABLE TO PLAINTIFF) BY \$1,415.33
 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE BY COUNTY AUDITOR. – *FIRST ASSISTANT AUDITOR STACI PARR*
- F6 FY2023 LINE-ITEM TRANSFER – *COUNTY CLERK KRYSTAL VALDEZ*
 DECREASE 001-0320-508010 (SUPPLIES) BY \$529.48
 INCREASE 001-0320-508680 (CONTRACT SERVICES) BY \$529.48
- F7 FY2023 LINE-ITEM TRANSFER – *PRECINCT 1 COMMISSIONER RANDY STINSON*
 DECREASE 009-0602-570000 (RB1 CONTINGENCY) BY \$25,000.00
 INCREASE 009-0602-509060 (RB1 CULVERTS) BY \$25,000.00

F8 **FY2023 LINE-ITEM TRANSFER – TEXAS AGRILIFE EXTENSION SERVICE DIRECTOR MARK ARNOLD**
DECREASE 001-0050-508430 (4-H TRAVEL) BY \$300.00
INCREASE 001-0050-507030 (TELEPHONE) BY \$300.00

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

REGULAR AGENDA – DISCUSSION, CONSIDERATION AND ACTION:

DEPARTMENT OF DEVELOPMENT

MINUTE ORDER 540.23 **(1.1) APPROVING A PLAT OF DIXON BUNKEY ADDITION, LOTS 5BR1 & 5BR2, BLOCK A, BEING A REPLAT OF LOTS 5B-5C MILL CREEK REVISION. THE ± 26.014-ACRE SITE IS LOCATED ± 910 FEET EAST OF THE INTERSECTION OF BUNKEY LANE AND WHITE ROCK ROAD, BLOOMING GROVE, ROAD AND BRIDGE PRECINCT NO. 2.**

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

MINUTE ORDER 541.23 **(1.2) APPROVING A PLAT OF HAMILL ESTATES LOTS 5A & 5B, BEING A REPLAT OF HAMILL ESTATES, LOT 5. THE ± 3.00-ACRE SITE IS LOCATED ± 485 FEET EAST OF THE INTERSECTION OF FM 1181 AND KIRKPATRICK ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT NO. 2, SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. ADD THE ENNIS ETJ TO THE PLAT TITLE BLOCK.**
- 2. LABEL THE DRIVEWAY EASEMENT FOR LOT 5A OR PROVIDE A TX-DOT PERMIT FOR ADDITIONAL DRIVECUT ON FM 1181.**

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

(TO AGENDA ITEM 1.4)

MINUTE ORDER 542.23 **(1.4) APPROVING TO RELEASE A MAINTENANCE BOND AND ACCEPT INFRASTRUCTURE FOR THUNDER RIDGE, PHASE ONE. THE ± 16.94-ACRE SITE IS LOCATED AT THE SOUTHWEST CORNER OF OLD MAYPEARL ROAD AND NORTH FALLING LEAVES DRIVE, WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 3.**

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

MINUTE ORDER 543.23 (1.5) APPROVING TO RELEASE PERFORMANCE BONDS AND ACCEPT MAINTENANCE BONDS FOR MATTHEWS FARMS ADDITION, PHASE ONE & TWO. THE ± 174.457 – ACRE SITE IS LOCATED ± 750 FEET WEST OF THE INTERSECTION OF MARION ROAD AND NORRELL ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MAYPEARL, ROAD AND BRIDGE, PRECINCT NO. 4.

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

MINUTE ORDER 544.23 (1.6) APPROVING A PLAT OF KOONCE ADDITION, LOTS 2R-1 & 2R-2, BEING A REPLAT OF KOONCE ADDITION, LOT 2. THE ± 4.833-ACRE SITE IS LOCATED ± 895 FEET NORTH OF THE INTERSECTION OF SKINNER ROAD AND E. FM 875, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MIDLOTHIAN, ROAD AND BRIDGE PRECINCT NO. 4; SUBJECT TO THE FOLLOWING CONDITIONS:

1. LABEL THE POB
2. LABEL THE PROPERTY TO THE SOUTH ON THE DRAWING.
3. UPDATE THE BUILDING LINES & DRAINAGE AND UTILITY EASEMENTS.
4. UPDATE THE GRAPHIC SCALE TO MATCH THE WRITTEN SCALE.
5. PROVIDE A METES AND BOUNDS DESCRIPTION OF THE REPLAT.
6. UPDATE THE PLAT TITLE BLOCK TO REFLECT THE FOLLOWING:
 - A. REMOVE "PRELIMINARY."
 - B. ADD ETJ VERBIAGE.
 - C. ADD COMPUTED GROSS ACREAGE AND NUMBER OF LOTS.
7. LABEL THE TWO SURVEY BENCHMARKS IN ACCORDANCE WITH THE STATE PLAN COORDINATE SYSTEM (TEXAS NORTH CENTRAL – 4202.)
8. UPDATE THE PLAT LANGUAGE, SPECIFICALLY THE OWNER'S STATEMENT AND CERTIFICATE, THE COURT SIGNATURE BLOCK, AND THE OSSF STATEMENT AND SIGNATURE BLOCK.
9. VERIFY THE FEMA FLOODPLAIN MAP NUMBER PROVIDED. NEW MAPS WERE ADOPTED ON OCTOBER 19, 2023.
10. PROVIDE THE VOLUME, PAGE, OR DEED RECORD NUMBER OF THE OWNERSHIP DEED FOR THIS REPORT.
11. DEDICATE 40 FT. OF RIGHT-OF-WAY FROM THE CENTERLINE OF THE ROAD FOR SKINNER ROAD. THIS MAY CAUSE LOT 2R-2 TO FALL BELOW THE ONE ACRE MINIMUM REQUIREMENT ONCE THE ROW IS DEDICATED, SO THE INTERIOR LOT LINE MAY NEED TO BE ADJUSTED TO MEET THE MINIMUM LOT SIZE REQUIREMENT.
12. PAYMENT OF ANY OUTSTANDING FILING FEES.
13. APPROVAL OF THE REPLAT BY THE CITY OF MIDLOTHIAN.

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

PURCHASING

MINUTE ORDER 545.23 (2.1) APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PALMER 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 GRAYSON, MOTION CARRIED

MINUTE ORDER 546.23 (2.2) DECLARING ONE (1) 1993 MACK DUMP TRUCK, VIN 1M2AA13Y2PW021170, AS SURPLUS TO BE DISPOSED OF IN ACCORDANCE WITH LOCAL GOVERNMENT CODE §263 FOR ROAD & BRIDGE PRECINCT 3.

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

MINUTE ORDER 547.23 (2.3) AUTHORIZING TO ADVERTISE AND SOLICIT FOR REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR CONSTRUCTION MATERIALS TESTING AND GEOTECHNICAL SERVICES.

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

MINUTE ORDER 548.23 (2.4) GRANTING AN EXEMPTION UNDER LOCAL GOVERNMENT CODE §262.024(7) FROM THE BIDDING REQUIREMENTS OF LOCAL GOVERNMENT CODE §262.023 FOR THE PURCHASE OF INMATE CLASSIFICATION SOFTWARE PROVIDED BY NORTHPOINTE, INC., DBA EQUIVANT, FOR THE ELLIS COUNTY SHERIFF'S OFFICE.

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

MINUTE ORDER 549.23 (2.5) APPROVING THE PURCHASE OF INMATE CLASSIFICATION SOFTWARE FOR THE ELLIS COUNTY SHERIFF'S OFFICE FROM NORTHPOINTE, INC., DBA EQUIVANT, USING THE APPROVED SOLE SOURCE EXEMPTION IN AN AMOUNT NOT-TO-EXCEED \$108,844.00.

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

TABLED (2.6) DISCUSSION, CONSIDERATION AND ACTION TO PURCHASE FURNITURE AND INSTALLATION SERVICES FOR THE ELLIS COUNTY CENTRAL BUILDING FROM TANGRAM INTERIORS USING THE OMNIA COOPERATIVE CONTRACT NUMBER 2019.001899 FOR \$1,026,537.02.

ADMINISTRATIVE

MINUTE ORDER 550.23 (3.1) APPROVING THE ENDORSEMENT OF TEXAS MOTORPLEX FOR ITS APPLICATION FOR AN EVENTS TRUST FUND FOR THE FUNNY CAR RACES IN APRIL 2024. – COUNTY JUDGE TODD LITTLE

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

MINUTE ORDER 551.23 (3.2) APPROVING THE PRESENTATION OF THE 2023 SEXUAL ASSAULT RESPONSE TEAM (SART) PROTOCOLS AND BIENNIAL REPORT; PRESENTATION OF 2024 PLANS TO ASSIST LAW ENFORCEMENT AGENCIES TO SERVE VICTIMS OF ADULT SEXUAL ASSAULT; APPROVING ADDITIONAL CORE MEMBERS FOR THE ELLIS COUNTY SEXUAL ASSAULT RESPONSE TEAM (SART), INCLUDING ONE LAW ENFORCEMENT REPRESENTATIVE FROM EACH OF THE LARGE LAW ENFORCEMENT AGENCIES IN ELLIS COUNTY. – COUNTY & DISTRICT ATTORNEY ANN MONTGOMERY

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

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

MINUTE ORDER 552.23 (3.3) APPROVING TO AWARD MEALS ON WHEELS NORTH CENTRAL TEXAS GRANT PROGRAM IN THE AMOUNT OF \$62,000.00 FOR THE FY24 YEARLY CONTRIBUTION. – COUNTY JUDGE TODD LITTLE

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

(TO AGENDA ITEM 1.3)

MINUTE ORDER 553.23 (1.3) DENYING THE REQUEST OF A PLAT OF MEADOW CREEK FARMS ADDITION NO. 2, LOTS 10R-A THROUGH 10R-E, BEING A REPLAT OF MEADOW CREEK FARM ADDITION NO. 2, LOT 10. THE ± 6.245-ACRE SITE IS LOCATED ± 410 FEET SOUTH OF THE INTERSECTION OF MALONEY ROAD AND FEASTER ROAD, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 2. DENIAL REASON: CONDITION, AND LACK OF ACCESSIBILITY OF ROAD.

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

(TO AGENDA ITEM 3.4)

MINUTE ORDER 554.23 (3.4) APPROVING TO ADD LANGUAGE FOR MONEY MARKET MUTUAL FUNDS TO THE ELLIS COUNTY INVESTMENT POLICY. – COUNTY TREASURER CHERYL CHAMBERS

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

RECESS TO EXECUTIVE SESSION 3:23 P.M.

MOTION TO RECESS BY COMMISSIONER BUTLER, SECONDED BY COMMISSIONER STINSON, 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 TEXAS GOVERNMENT CODE §551.071(2), CONSULTATION WITH LEGAL COUNSEL ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE CHAPTER, REGARDING AMBULANCE COVERAGE FOR THE COUNTY.
- 4.3 PURSUANT TO LOCAL GOVERNMENT CODE §551.074, DELIBERATION OF THE APPOINTMENT, EMPLOYMENT, EVALUATION, AND DUTIES OF THE ELLIS COUNTY HUMAN RESOURCES DIRECTOR CANDIDATES.
- 4.4 PURSUANT TO LOCAL GOVERNMENT CODE §551.074, DELIBERATION OF THE APPOINTMENT, EMPLOYMENT, EVALUATION, AND DUTIES OF THE ELLIS COUNTY FIRE MARSHAL.

RECONVENED TO REGULAR SESSION 5:20 P.M.

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

(TO AGENDA ITEM 3.5)

NO ACTION (3.5) DISCUSSION, CONSIDERATION, AND ACTION TO RE-APPOINT THE ELLIS COUNTY FIRE MARSHAL, TIM BIRDWELL, FOR A TWO-YEAR PERIOD BEGINNING DECEMBER 14, 2023 AND ENDING DECEMBER 14, 2025.

MINUTE ORDER 555.23 (3.6) AUTHORIZING THE COUNTY JUDGE TO SIGN AN AGREEMENT WITH BLUEBIRD MEDICAL ENTERPRISES, LLC, DBA ALLEGIANCE MOBILE HEALTH, FOR AMBULATORY SERVICES; AND APPROVING THE INCLUSION OF APPENDIX "L" IN THE AGREEMENT.

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

ADJOURNMENT 5:22 P.M.

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON NOVEMBER 28, 2023, ARE HEREBY APPROVED.

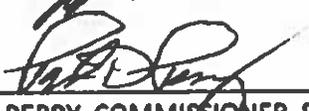
PRESIDING OFFICER:



TODD LITTLE, COUNTY JUDGE



RANDY STINSON, COMMISSIONER, PCT 1



PAUL PERRY, COMMISSIONER, PCT 3



LANE GRAYSON, COMMISSIONER, PCT 2



KYLE BUTLER, COMMISSIONER, PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 12TH DAY OF DECEMBER 2023.



KRystal VALDEZ, COUNTY CLERK





**A Resolution by Ellis County Commissioners' Court
Authorizing a Grant for Meals on Wheels for Fiscal Year 2023**

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

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

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

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

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it will make a grant to the Organization in the amount of \$56,000 to be used between the:

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

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

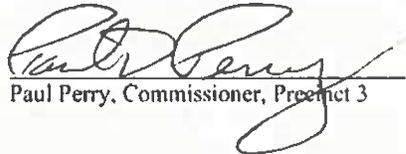
SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent, which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

INTRODUCED, READ, AND PASSED by the affirmative vote of the County on this 1st day of November, 2022.

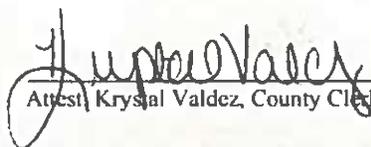

Todd Little, Ellis County Judge


Randy Stinson, Commissioner, Precinct 1


Lane Grayson, Commissioner, Precinct 2


Paul Perry, Commissioner, Precinct 3

Absent
Kyle Butler, Commissioner, Precinct 4


Attest: Krystal Valdez, County Clerk



COMMISSIONERS COURT AGENDA REQUEST F.1

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

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

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified**. 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: March 26th, 2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Chief Deputy Alex Zurfas

PHONE: 972-825-4921 FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Sheriff's Office

ADDRESS: 300 South Jackson Street

PREFERRED DATE TO BE PLACED ON AGENDA: April 2nd, 2024

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

****Place on the consent agenda****

Acceptance of the Rural Sheriff's Office Salary Assistance Grant and associated terms as required by Sec. 130.911 of the Texas Local Government Code. This grant was offered to Counties to offset the cost associated with establishing a minimum salary throughout the State for deputies, detention officers, and dispatchers. This grant can also be used for purchasing firearms, vehicles, and safety equipment for the Sheriff's Office.

COMMISSIONERS COURT AGENDA REQUEST

F.2

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

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

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** 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: 03/26/2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Staci Parr

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: First Assistant County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 04/02/2024

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

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

Line Item Transfer

Request for approval to disburse property tax refunds in the amount of \$131,194.59 by the Ellis County Tax Collectors Office



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



Richard Rozler
Ellis County Tax Assessor/Collector

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

March 26, 2024

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

Request for Approval of April 02, 2024
Commissioner's Court

Refund to be issued	Account #	Refund Amount
Corelogic Tax Services LLC	151279	\$3,318.31
Corelogic Tax Services LLC	151553	\$2,768.23
Corelogic Tax Services LLC	151692	\$2,625.58
Corelogic Tax Services LLC	167858	\$5,828.06
Lereta DBA Accumath LLC	202127	\$3,084.85
Corelogic Tax Services LLC	205588	\$3,353.31
Corelogic Tax Services LLC	217902	\$3,350.13
Corelogic Tax Services LLC	219513	\$4,451.50
Corelogic Tax Services LLC	266642	\$4,600.00
Corelogic Tax Services LLC	271392	\$2,894.67
Corelogic Tax Services LLC	271523	\$3,010.98
Corelogic Tax Services LLC	273217	\$3,777.53
Corelogic Tax Services LLC	274321	\$2,819.94
Corelogic Tax Services LLC	275809	\$4,061.56
Corelogic Tax Services LLC	275899	\$5,858.46
Corelogic Tax Services LLC	276195	\$2,623.51
Corelogic Tax Services LLC	277320	\$5,000.00
Corelogic Tax Services LLC	277978	\$2,650.88
Corelogic Tax Services LLC	280659	\$3,528.38
Corelogic Tax Services LLC	280716	\$6,867.28
Corelogic Tax Services LLC	281164	\$3,016.58
Corelogic Tax Services LLC	281802	\$2,956.06
Corelogic Tax Services LLC	282178	\$3,385.36
Corelogic Tax Services LLC	282242	\$12,359.43
Corelogic Tax Services LLC	282443	\$3,206.27
Corelogic Tax Services LLC	283014	\$4,870.98
Corelogic Tax Services LLC	285835	\$4,027.44
Corelogic Tax Services LLC	288768	\$6,846.26
Corelogic Tax Services LLC	289824	\$5,044.00
Corelogic Tax Services LLC	293959	\$9,009.05

Total Refunds: \$131,194.59

Rachel Conte Administrator - Property Tax

Todd Little, County Judge

Commission Perry, Pct. 3

Commissioner Stinson, Pct 1

Commissioner Butler, Pct. 4

Commissioner Grayson, Pct 2



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

JAN 19 2024 123

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

✓ Account Number 151279	
Legal Description of the Property 32 HILL COUNTRY AC 1.001 ACRES 805 RACHELLE DR 75154	
OWNER: BRADFORD RANDOLPH A & BEATRICE C	

2023 OVERAGE AMOUNT 53,318.31 ✓

70. ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD, 505: EC ESD #4 RED

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TEXAS 75019			
	Daytime Phone No.: 817-699-2108		E-Mail Address: shenshwetha@corelogic.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Check Date	Check Amt
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
SIGNATURE OF REQUESTOR (REQUIRED)			DATE	
Abhishek			03/14/2024	

TAX OFFICE USE ONLY: Approved Denied By: _____ Date: _____

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

02-0086001 001702 417334 2590334 7 332 252 02 22 21 81 2 091279 25442814-CORE ACK





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

JAN 19 2024

12Y

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3901 HACKBERRY
 IRVING, TX 75063

Account Number 151553	
Legal Description of the Property LOT 5BBI IRWIN BRANCH - REV 5.128 AC 2141 MARSHALL RD 75167	
OWNER: SMITH DEREK & KARLA SHELDS	

2023 OVERAGE AMOUNT \$2,768.23 ✓

70: ELLIS COUNTY, 170 LTRD, 212: WAXAHACHIE ISD, 507: EC ESD #6 WAX

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TEXAS 75019			
	Daytime Phone No.: 817-898-2108		E-Mail Address: shenshwetha@corelogic.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by	Check No.	Check Date	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
SIGNATURE OF REQUESTOR (REQUIRED) <i>Abhishek</i>			DATE 03/14/2024	

TAX OFFICE USE ONLY: Approved Denied By: _____ Date: _____

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

021020001 201020 5117140 65580002 C 51,000,127.11 51,700.20 1.0 051051 0542000 CORP LOGS





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

JAN 19 2024. 130

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

✓ Account Number 151692	
Legal Description of the Property LOT 8 KIMBERLY HILL .96 AC 126 KIMBERLY HILL 75152	
OWNER: ASKEW HEATH A & BARBARA J	

2023 OVERAGE AMOUNT \$2,625.58 ✓

70: ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD, 305: EC ESD #4 RED

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Where should the refund be provided:			
	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TEXAS 75019			
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No. 817-699-2106	E-Mail Address: shensthe@corelogic.com		
	Payment made by:	Check No.	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
	Abhishek		03/14/2024	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

000000000000	12312002	617138	85900002	CH	F1,ND,12200	92,675,58	LC	141000	05-12-24-CORE.LOGE
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RICHARD ROZIER
 Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

JAN 19 2024

25

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

✓ Account Number 167858	
Legal Description of the Property LOT 17 THORNTREE ESTS 1.001 AC 101 COPPERFIELD CT 75154	
OWNER: PRESTON SCOTT & VICTORIA TAYLOR	

2023 OVERAGE AMOUNT \$5,828.06 ✓

70: ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD, 362: CITY OF OVILLA

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC		
	Address: PO BOX 9202		
	City, State, Zip: COPPELL TEXAS 75019		
	Daytime Phone No.: 817-899-2106	E-Mail Address: shenshwetha@corelogic.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Amount	Date	Method
	TOTAL AMOUNT PAID (sum of the above amounts)		
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:		
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)		
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Abhishek</i>		DATE 03/08/2024
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____			

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

001-CORE9001	201202	1512251	65800000	CH	01-010-000-40	30-000-00	LC	007850	201202-CORE000
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RICHARD ROZIER
 Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

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

Print Date: 01/08/2024
 Deposit No.:

✓ **LERETA LLC DBA ACCUMATCH PPTY TAX**
 6191 N STATE HWY 161, STE 650
 DALLAS, TX 75038

Account Number 202127	
Legal Description of the Property LOT 3 ENSIGN ESTATES I. AC 353 BRAZIER RD 75119	
OWNER: RITCHIE BENNETTE E	

2023 OVERAGE AMOUNT \$3,084.85 ✓

70: ELLIS COUNTY, 170: LTRD, 203: ENNIS ISD

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.1(c)). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: <u>LERETA DBA Accumatch LLC</u>			
	Address: <u>901 Corporate Center DR ATTN: REFUNDS</u>			
	City, State, Zip: <u>POMONA CA 91768</u>			
	Daytime Phone No.: <u>214-758-7573</u>		E-Mail Address:	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Lereta DBA Accumatch</u>	<u>35883</u>	<u>12/28/2023</u>	<u>\$128,029.99</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <u>Paula Kitchens</u>			DATE <u>02/23/2024</u>
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

6280189MG 12/31/202 4349526 0000 01 5121.00000 57.984.44 000187 07502001-0007-0000





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

JAN 19 2024 38

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 205588	
Legal Description of the Property LOT 45 LOWRANCE ESTS #3 1.263 AC 160 ALESHA RD 75154-7656	
OWNER: HANSEN EDNA L	

2023 OVERAGE AMOUNT \$3,353.31 ✓

70: ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD, 505: EC ESD #4 RED

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TEXAS 75019			
	Daytime Phone No.: 817-699-2106		E-Mail Address: shenshwetha@corelogic.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment Method	Check No.	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Reason for refund (check one of the following):			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the forms. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Abhishek</i>		DATE 03/06/2024	

TAX OFFICE USE ONLY: Approved Denied By: _____ Date: _____

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

12/20/2022	12/21/2022	12/22/2022	12/23/2022	12/24/2022	12/25/2022	12/26/2022	12/27/2022	12/28/2022	12/29/2022	12/30/2022	12/31/2022
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✓

✓

✓



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

JAN 19 2024 61

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

Print Date: 01/03/2024
 Deposit No.:

✓
CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

✓ Account Number 217902	
Legal Description of the Property 6 2 OLD FARMHOUSE ESTS SECT II 1.708 ACRES 4421 MORNINGLORY PKWY 76065	
OWNER: CUNNINGHAM DAVID A & AMY M	

2023 OVERAGE AMOUNT \$3,350.13 ✓

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 354: CITY OF MIDLOTHIAN

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC		
	Address: PO BOX 9202		
	City, State, Zip: COPPEL, TX, 75019		
	Daytime Phone No.: 817-699-2106	E-Mail Address: shenshwetha@corelogic.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	TOTAL AMOUNT PAID (sum of the above amounts)		
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.		
	This payment should have been applied to other tax account(s) and/or year(s) (listed below):		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)		
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Karthik</i>	DATE 3/13/2024	

TAX OFFICE USE ONLY: Approved Denied By: _____ Date: _____

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

0292082001 02012021 5512789 085503001 08 01340 30 20 0135010 00 01700 084244008 LOGO





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

JAN 19 2024 74

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 219513	
Legal Description of the Property LOT 13 BLK A GREEN ACRES ADDN 0.147 AC	
721 GREEN ACRES LN 76065	
OWNER: GALVAN THERESA	

2023 OVERAGE AMOUNT \$4,451.50 ✓

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 354: CITY OF MIDLOTHIAN

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPEL, TX, 75019		Daytime Phone No.: 817-699-2106	
	E-Mail Address: shenshwetha@corelogic.com			
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Cash	Check	Debit Card
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>karthik</i>		DATE 3/13/2024	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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



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

JAN 18 2024

61

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

Print Date: 01/03/2024
 Deposit No.:

✓
CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 266642	
Legal Description of the Property LOT 1 BLK 4 LEGACY ESTATES PH 1 1.03 AC 211 LEGACY ESTATES DR 75167	
OWNER: FRANCIS PEGGY & HENRY	
2023 OVERAGE AMOUNT \$4,600.00 ✓	

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 503: EC ESD #2 MID

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be sent to			
	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 8202			
	City, State, Zip: COPPELL TX 75019		E-Mail Address: KIRAM@CORELOGIC.COM	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.: 817-699-2106			
	TOTAL AMOUNT PAID (sum of the above amounts)			
	Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund. <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Rambishore</i>		DATE 03/07/2024	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

82240325	10010228	5511738	06580309	57	34.500.00	34.500.00	70	52897	055538-9-CORE LOGC
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021-021001	021-021002	021-021003	021-021004	021-021005	021-021006	021-021007	021-021008	021-021009	021-021010
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RICHARD ROZIER
 Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

JAN 19 2024 110

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

Print Date: 01/03/2024
 Deposit No.:

✓
CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 271523	
Legal Description of the Property LOT 27R BLK 6 MILL VALLEY .15 AC 1803 GRAHAM WAY 76065	
OWNER: KOLAWOLE TOPE O & DAYO	

2023 OVERAGE AMOUNT \$3,010.98 ✓

70: ELLIS COUNTY, 170. LTRD, 208: MIDLOTHIAN ISD

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 8202			
	City, State, Zip: COPPELL TX 75019			
	Daytime Phone No.: 817-699-2106		E-Mail Address: KIRAM@CORELOGIC.COM	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment Method	Amount Paid	Date Paid	Amount Refund
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one or more of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
	<i>Ramkishore</i>		03/13/2024	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

0023000897001	12/1/2022	14121394	69214892	CH	69,610,732.82	25,019.83	17	277503	25442644.40	25442644.40
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✓

✓

✓



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

JAN 16 2024 110

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

✓ Account Number 273217 

Legal Description of the Property
 LOT 9 BLK 3 GARDEN VALLEY MEADOWS 2 AC
 417 WINTERGREEN DR 75165

OWNER: WILLIAMS CHARLES E SR & SHERRY O

2023 OVERAGE AMOUNT \$3,777.53 ✓

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

Dear Taxpayer:

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APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Where should the refund be sent to:			
	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TX 75019			
	Daytime Phone No.: 817-699-2106		E-Mail Address: KIRAM@CORELOGIC.COM	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by	Check No.	Check Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
	<i>Ramkishore</i>		03/08/2024	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

0010000001 00010000 00100000 00000000 01 00000000 00000000 00000000 00000000





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

JAN 16 2024 122

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 274321	
Legal Description of the Property LOT 7 BLK K MAGNOLIA MEADOWS PH 1 .152 AC	
2510 SUNBURST DR 75154	
OWNER: JOHNSON BELINDA	

2023 OVERAGE AMOUNT \$2,819.94 ✓

70: ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TX 75019			
	Daytime Phone No.: 817-699-2108		E-Mail Address: KIRAM@CORELOGIC.COM	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	I paid this account in error and I am entitled to the refund.			
	✓ I overpaid this account. Please refund the excess to the address listed in Step 1.			
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Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
	<i>Ramkishore</i>		03/08/2024	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

022300R0001	12/1/2021	5517393	09580894	05	1027111200	3251032	10	074321	0540521	00891000
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RICHARD ROZIER
 Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

JAN 16 2024

135

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 275809	
Legal Description of the Property LOT 22 BLK D MASSEY MEADOWS 0.23 AC 4618 MASSEY MEADOWS WAY 76065	
OWNER: AKEHURST KEITH L & ANNE L	

2023 OVERAGE AMOUNT \$4,061.56 ✓

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 354: CITY OF MIDLOTHIAN

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC		
	Address: PO BOX 9202		
	City, State, Zip: COPPELL TX 75019		
	Daytime Phone No.: 817-699-2108	E-Mail Address: KIRAM@CORELOGIC.COM	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	TOTAL AMOUNT PAID (sum of the above amounts)		
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)		
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Ramkishore</i>	DATE 03/08/2024	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____			

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



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

JAN 18 2024

138

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

Print Date: 01/03/2024
 Deposit No.:

✓ CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 275899	
Legal Description of the Property LOT 16 BLK G THE MEADOWS OF PALMER PH J 209 AC 371 PALMER VIEW DR 75152	
OWNER: WATTS THOMAS J & TERESA A	

2023 OVERAGE AMOUNT \$5,858.46 ✓

70: ELLIS COUNTY, 170: LTRD, 210: PALMER ISD, 365: CITY OF PALMER, 510: EC BSD #9 PAL

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TX 75019			
	Daytime Phone No.: 817-899-2106		E-Mail Address: KIRAM@CORELOGIC.COM	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment Method	Check No.	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Reason check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
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By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)		SIGNATURE OF REQUESTOR (REQUIRED)		
		DATE		
		03/08/2024		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

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

JAN 18 2024

139

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

Print Date: 01/03/2024
 Deposit No.:

✓
CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 276195	
Legal Description of the Property LOT 25 BLK E III CARDINALS ADDN PH 3 121 AC 1404 FANTAIL LN 75119	
OWNER: MORALES SIMON & GLADYS	
2023 OVERAGE AMOUNT \$2,623.51 ✓	

70: ELLIS COUNTY, 170: LTRD, 203: ENNIS ISD, 325: CITY OF ENNIS

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TX 75018			
	Daytime Phone No.: 817-699-2108		E-Mail Address: KIRAM@CORELOGIC.COM	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment Method	Original Due	Over Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	I paid this account in error and I am entitled to the refund.			
	✓ I overpaid this account. Please refund the excess to the address listed in Step 1.			
	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	SIGNATURE OF REQUESTOR (REQUIRED)			DATE
	Ramkishore			03/08/2024
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

002309-0111	201203	410718	842394	CP	107750.00	57520.41	2.31%	441954.0041000
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RICHARD ROZIER
 Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

JAN 18 2024

156

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

✓ Account Number 277320	
Legal Description of the Property LOT 37 BLK F SHAW CREEK RANCH PH 2 0.308 AC	
949 MALLORIE LN 75125	
OWNER: ARRADONDO JUANITA	

2023 OVERAGE AMOUNT \$5,000.00 ✓

70: ELLIS COUNTY, 170: LTRD, 205: FERRIS ISD, 329: CITY OF FERRIS, 330: FERRIS PID NO 1, 420: FERRIS PID NO 1 O&M, 506: EC ESD 45 FER

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC															
	Address: PO BOX 9202															
	City, State, Zip: COPPELL TX 75018															
	Daytime Phone No.: 817-699-2106		E-Mail Address: KIRAM@CORELOGIC.COM													
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	<table border="1"> <thead> <tr> <th>Payment made to</th> <th>Amount</th> <th>Payment Date</th> <th>Amount Paid</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="3">TOTAL AMOUNT PAID (sum of the above amounts)</td> <td> </td> </tr> </tbody> </table>				Payment made to	Amount	Payment Date	Amount Paid					TOTAL AMOUNT PAID (sum of the above amounts)			
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TOTAL AMOUNT PAID (sum of the above amounts)																
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Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)															
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Ramkishore</i>		DATE 03/11/2024													
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____																

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



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

JAN 18 2024 164

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

✓ Account Number 277978	
Legal Description of the Property LOT 28 BLK 8 BLUE BONNET TRAILS PH 1 & 2.13 AC 161 RUSSIAN SAGE DR 75165 OWNER: ADOYI BLAIR & EMMANUEL	
2023 OVERAGE AMOUNT \$2,650.88 ✓	

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TX 75019			
	Daytime Phone No.: 817-699-2106		E-Mail Address: KIRAM@CORELOGIC.COM	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by	Check No.	Year Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
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SIGNATURE OF REQUESTOR (REQUIRED) <i>Ramkishore</i>			DATE 03/11/2024	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

001500000 0000000 0000000 0000000 00 10000000 0000000 0000000 000000000000





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

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

✓ Account Number 280659	
Legal Description of the Property LOT 10 BLK K PRAIRIE RIDGE PH 1 0.1602 AC 6738 ASTER DR 76084	
OWNER: THOMAS SASHA Y	

2023 OVERAGE AMOUNT \$3,528.38 ✓

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 503: ECESD #2 MID, 801: FRESH WATER DISTRICT # 1

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC		
	Address: PO BOX 9202		
	City, State, Zip: COPPELL TEXAS 75019		
	Daytime Phone No.: 817-699-2106	E-Mail Address: shenshwetha@corelogic.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	TOTAL AMOUNT PAID (sum of the above amounts)		
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.		
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	SIGNATURE OF REQUESTOR (REQUIRED) <i>Abhishek</i>	DATE 03/08/2024	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____			

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

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

357

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

✓ Account Number
 280716



Legal Description of the Property
 LOT 1 BLK M PRAIRIE RIDGE PH 1 0.1922 AC
 6941 ASTER DR 76084

OWNER: LEWIS SEAN C & TANESHIA

2023 OVERAGE AMOUNT \$6,867.28 ✓

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 503: EC ESD #2 MID, 801: FRESH WATER DISTRICT # 1

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC																			
	Address: PO BOX 9202																			
	City, State, Zip: COPPELL TEXAS 75019																			
	Daytime Phone No.: 817-699-2108		E-Mail Address: shenshwetha@corelogic.com																	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	<table border="1"> <thead> <tr> <th>Check No.</th> <th>Check Date</th> <th>Check Amount</th> <th>Amount Paid</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="3"> TOTAL AMOUNT PAID (sum of the above amounts) </td> <td> </td> </tr> </tbody> </table>				Check No.	Check Date	Check Amount	Amount Paid									TOTAL AMOUNT PAID (sum of the above amounts)			
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	SIGNATURE OF REQUESTOR (REQUIRED) <i>Abhishek</i>			DATE 03/08/2024																
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____																				

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027209E001 0291202 0177000 07508941 02 12,709,545.58 87,887.28 03 020710 0442644 0095108C





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

300

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3091 HACKBERRY
 IRVING, TX 75063

Account Number 281164	
Legal Description of the Property LOT 6 BLK K COVENTRY CROSSING PH 2 .4375 AC 401 DALROY DR 76065	
OWNER: KELLY LAFAYETTE & CALEISHA S	

2023 OVERAGE AMOUNT \$3,016.58 ✓

70 ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 354: CITY OF MIDLOTHIAN

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
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	City, State, Zip: COPPELL TEXAS 75019			
	Daytime Phone No.: 817-699-2106		E-Mail Address: shenshwetha@corelogic.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Amount Paid:	Date Paid:	Amount Paid:
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SIGNATURE OF REQUESTOR (REQUIRED) <i>Abhishek</i>		DATE 03/08/2024		

TAX OFFICE USE ONLY: Approved Denied By: _____ Date: _____

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251108-0001 251108-0002 251108-0003 251108-0004 251108-0005 251108-0006 251108-0007 251108-0008 251108-0009





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

377

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 281802	
Legal Description of the Property LOT 14 BLK B BUFFALO RIDGE PH V 0.126 AC 317 ADWOOD DR 75165	
OWNER: CRUME SONATHAN M JR & DANIELLE L	

2023 OVERAGE AMOUNT \$2,956.06 ✓

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

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APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC		
	Address: PO BOX 8202		
	City, State, Zip: COPPELL TEXAS 75018		
	Daytime Phone No.: 817-899-2106	E-Mail Address: shenshwetha@corelogic.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Amount	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)		
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.		
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	SIGNATURE OF REQUESTOR (REQUIRED) <i>Abhishek</i>		DATE 03/11/2024

TAX OFFICE USE ONLY: Approved Denied By: _____ Date: _____

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

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

287

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 282178	
Legal Description of the Property LOT 8 BLK 21 THE ENCLAVB PH 2 .174 AC 449 WOLF CREEK DR 75165	
OWNER: CRAWLEY MARGARET & MELINDA R ROBINSON	

2023 OVERAGE AMOUNT \$3,385.36 ✓

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 390: CITY OF WAXAHACHIE, 394: North Grove PID

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2,500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC		
	Address: PO BOX 9202		
	City, State, Zip: COPPELL TEXAS 75019		
	Daytime Phone No.: 817-689-2108	E-Mail Address: ghenshwetha@corelogic.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by: _____	Check No: _____	Date Paid: _____
	_____	_____	_____
	TOTAL AMOUNT PAID (sum of the above amounts)		
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	SIGNATURE OF REQUESTOR (REQUIRED) <i>Abhishek</i>	DATE 03/11/2024	

TAX OFFICE USE ONLY: Approved Denied By: _____ Date: _____

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

0027080001 00012000 00117180 00000000 00 00000000 000000 000000 000000 000000





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

2023 297

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 282242	
Legal Description of the Property LOT 14 BLK 15 ESTATES OF NORTH GROVE PH 2 0.272 AC 500 LOWLAND LN 75165	
OWNER: BONE ANDRE L & TARA S	

2023 OVERAGE AMOUNT \$12,359.43 ✓

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 390: CITY OF WAXAHACHIE, 394: North Grove PID

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TEXAS 75018			
	Daytime Phone No.: 817-699-2106		E-Mail Address: shenshwatha@corelogic.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Year	Amount	Check No.	Date Paid
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Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check the box that applies:			
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	SIGNATURE OF REQUESTOR (REQUIRED) <i>Abhishek</i>			DATE 03/12/2024
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

2220000000 2212000 2512180 2511241 1270004455 512253.4 10 201242 251228=CORELOGC





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

395

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 282443	
Legal Description of the Property LOT 42 BLK 2 THE CROSS FENCE AT OAK VISTA 1.025 AC	
51 TAMMINGA TRL 75167	
OWNER: WHITED DALE J & DOLORES J	

2023 OVERAGE AMOUNT \$3,206.27 ✓

70: ELLIS COUNTY, 170: LTRD, 215: MAYPEARL ISD, 504: ECESD #1 MAY

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC	
	Address: PO BOX 9202	
	City, State, Zip: COPPELL TEXAS 75019	
	Daytime Phone No.: 817-699-2106	E-Mail Address: shanshwetha@corelogic.com
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	TOTAL AMOUNT PAID (sum of the above amounts)	
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.	
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.	
	This payment should have been applied to other tax account(s) and/or year(s) (listed below):	
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)	
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Abhishek</i>	DATE 03/12/2024
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____		

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

0027CORE0001 12/21/2021 0517388 05500941 0 1278854552 5320624 0 092432 05500944 CORE0001

✓

✓

✓



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

493

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 283014	
Legal Description of the Property LOT 20 BLK J THE MEADOWS OF PALMER PH 4 0.207 AC	
121 PALMER SOUTH CT 75152	
OWNER: DIAL DAMION	

2023 OVERAGE AMOUNT \$4,870.98 ✓

70. ELLIS COUNTY, 170. LTRD, 210. PALMER ISD, 365. CITY OF PALMER, 510. BC ESD #9 PAL

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TEXAS 75019			
	Daytime Phone No.: 817-889-2108		E-Mail Address: shanshwetha@corelogic.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by	Check No.	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
SIGNATURE OF REQUESTOR (REQUIRED)			DATE	
Abhishek			03/11/2024	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

0210080081 001/200 0091391 035099141 117094442 3417008 81014 0242834-CORE.OSC





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

505

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3901 HACKBERRY
 IRVING, TX 75063

Account Number 285835	
Legal Description of the Property LOT 9 BLK 16 THE GROVE PH 3 & 4 0.2069 AC 646 SUMMER GROVE DR 76065	
OWNER: PATTERSON BRADLEY B & AMBER N MORRIS	

2023 OVERAGE AMOUNT \$4,027.44

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 354: CITY OF MIDLOTHIAN

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TEXAS 75019			
	Daytime Phone No.: 817-699-2106		E-Mail Address: shanshwatha@corelogic.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by	Cash	Check	Automated
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Abhishek</i>		DATE 03/11/2024	

TAX OFFICE USE ONLY: Approved Denied By: _____ Date: _____

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



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

403

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

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 288768	
Legal Description of the Property LOT 10 BLK Z BUFFALO RIDGE PH VI 0.2066 AC	
232 FRJO DR 75167	
OWNER: MULLINS WILMA	

2023 OVERAGE AMOUNT \$6,846.26 ✓

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TX 75019			
	Daytime Phone No.: 817-699-2106		E-Mail Address: KIRAM@CORELOGIC.COM	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Amount Paid	Object No.	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Rambishore</i>		DATE 03/12/2024	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

2022COR=800	201702	1132391	03200922	CH	11,492,37.88	29,845.28	13	200788	07-14-2025	ORC
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RICHARD ROZIER
 Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

424

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

Print Date: 01/03/2024
 Deposit No.:

✓
CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 289824	
Legal Description of the Property LOT 1 BLK A CHATEAU DE LA KATHRYN 3.6500 AC	
3281 E FM 875 76065	
OWNER: JORDAN JOEL D & KATHRYN A	

2023 OVERAGE AMOUNT \$5,044.00 ✓

70. ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 354: CITY OF MIDLOTHIAN, 507: EC ESD #6 WAX

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TX 75019			
	Daytime Phone No.: 817-698-2106		E-Mail Address: KIRAM@CORELOGIC.COM	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	I paid this account in error and I am entitled to the refund.			
	✓ I overpaid this account. Please refund the excess to the address listed in Step 1.			
	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Ramkishore</i>		DATE 03/13/2024	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

SCORE000 12/17/22 5/13/21 25009900 QH 15,482,337.83 65,044.00 288834 2540344 CORE DBE





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

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

467

Print Date: 01/03/2024
 Deposit No.:

✓ **CORELOGIC**
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 293959	
Legal Description of the Property LOT 2 BLK E JORDAN RUN PH IV 1.035 AC 3130 CLAIRE DR 76065	
OWNER: BUI ANOURACK & TIFFANY	

2023 OVERAGE AMOUNT \$9,009.05 ✓

70. ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 503: EC ESD #2 MID

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC		
	Address: PO BOX 9202		
	City, State, Zip: COPPELL TX 75019		
	Daytime Phone No.: 817-699-2106	E-Mail Address: KIRAM@CORELOGIC.COM	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Amount Paid	Date Paid	Receipt No.
	TOTAL AMOUNT PAID (sum of the above amounts)		
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	I paid this account in error and I am entitled to the refund.		
	✓	I overpaid this account. Please refund the excess to the address listed in Step 1.	
	This payment should have been applied to other tax account(s) and/or year(s) (listed below):		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)		
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Ramkishore</i>		DATE 03/13/2024
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____			

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

COMMISSIONERS COURT AGENDA REQUEST F3

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

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

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** 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: 03/26/2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Todd Little

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Judge

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 04/02/2024

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

****CONSENT AGENDA - FINANCIAL****
Line Item Transfer

DECREASE 001-0390-508110 Auto Purchase/Insurance by \$154.00
DECREASE 001-0390-508190 Computer Equipment by \$2,000.00
INCREASE 001-0390-508050 Conference by \$2,154.00



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR FY24

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the FY24 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0390-508110	AUTO PURCHASE/INSURANCE	\$ 154.00
001-0390-508190	COMPUTER EQUIPMENT	\$ 2,000.00
	TOTAL:	\$ 2,154.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0390-508050	CONFERENCE	\$ 2,154.00
	TOTAL:	\$ 2,154.00

Signature

03/19/2024

Date

COUNTY JUDGE

Department

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

APPROVED THIS _____ DAY OF _____, _____

_____ COUNTY JUDGE

_____ COMMISSIONER PCT. 1

_____ COMMISSIONER PCT. 2

_____ COMMISSIONER PCT. 3

_____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: _____

COMMISSIONERS COURT AGENDA REQUEST F.4

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

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

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** 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: 03/26/2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Todd Little

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Judge

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 04/02/2024

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

****CONSENT AGENDA - FINANCIAL****
Line Item Transfer

DECREASE 001-0140-505580 Contengencies/Reserve by \$89,000.00
INCREASE 001-0140-505570 Workers Comp by \$89,000.00



F.6

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR FY24

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the FY24 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-508030	FURNITURE/FIXTURES	\$ 4,389.88
	TOTAL:	\$ 4,389.88

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0190-508030	FURNITURE/FIXTURES	\$ 4,389.88
	TOTAL:	\$ 4,389.88



03/27/2024

COUNTY JUDGE

Signature

Date

Department

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

APPROVED THIS _____ DAY OF _____,

- _____ COUNTY JUDGE
- _____ COMMISSIONER PCT. 1
- _____ COMMISSIONER PCT. 2
- _____ COMMISSIONER PCT. 3
- _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:



COMMISSIONERS COURT AGENDA REQUEST

F.7

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

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

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** 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: 03/26/2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Alberto Mares

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Department of Development

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 04/02/2024

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

****CONSENT AGENDA - FINANCIAL****
Line Item Transfer

DECREASE 001-0060-508080 Auto Gas by \$700.00
INCREASE 001-0060-508210 Uniform by \$700.00



Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2023-2024

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-508080	Auto Gas	\$700.00
	TOTAL:	\$ 700.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-508210	Uniform	\$700.00
	TOTAL:	\$700.00

Albert Mares

3/13/2024

Department of Development

Signature

Date

Department

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

APPROVED THIS _____ DAY OF _____

COUNTY JUDGE

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

Staci A. Pan

REVIEWED BY COUNTY AUDITOR'S OFFICE:



**Department of Development Agenda Items
Ellis County Commissioners' Court -
April 2, 2024
2:00 PM**

REGULAR AGENDA

Agenda Item No. 1.1

Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID 201073. This ± 76.54-acre site is located ± 1,525 feet south of the intersection of FM 660 and Glaspy Road, Ennis, Road and Bridge Precinct No. 1.

Agenda Item No. 1.2

Discussion, consideration, and action to ratify staff action on a preliminary plat of Bolivar Branch Estates, Lots 1-7. The ± 10.586-acre site is located ± 2,880 feet south of the intersection of FM Hwy 879 and Heard Road, situated in the R. De La Pena Survey, Abstract No. 3, Palmer, Road and Bridge Precinct No. 1.

Agenda Item No. 1.3

Discussion, consideration, and action to ratify staff action on a plat of Hunsucker Mendez Addition. The ± 10.80-acre site is located ± 520 feet south of the intersection of FM 983 and Squires Court, situated in the John W. Baker Survey, Abstract No. 35, in the extraterritorial jurisdiction (ETJ) of the City of Red Oak, Road and Bridge Precinct No. 1.

Agenda Item No. 1.4

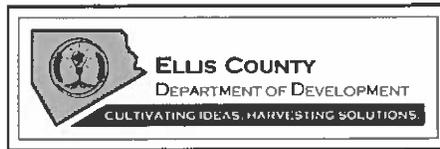
Discussion, consideration, and action on a plat of Meadow Creek Farms Addition No. 2, Lots 10R-A through 10R-E, being a replat of Meadow Creek Farm Addition No. 2, Lot 10. The ± 6.245-acre site is located ± 410 feet south of the intersection of Maloney Road and Feaster Road, Waxahachie, Road and Bridge Precinct No. 2.

Agenda Item No. 1.5

Discussion, consideration, and action on a plat of Templeton Substation Addition. The ± 6.421-acre site is located ± 650 feet south of the intersection of Old Reagor Springs Road and Pigg Road, situated in the George Carpenter Survey, Abstract No. 190, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 2.

Agenda Item No. 1.6

Discussion, consideration, and action on a plat of Blessed Ranch Lots 1R & 2R, Block A, being a replat of Blessed Ranch, Lots 1-3, Block A. The ± 6.001-acre site is located ± 1,964 feet north of the intersection of Anderson Ranch Road and Bill Lewis Road, Forreston, Road and Bridge Precinct No. 3.



Agenda Item No. 1.7

Discussion, consideration, and action to ratify staff action on a preliminary plat of Daybreak Manor. The ± 20.172-acre site is located ± 3,080 feet northeast of the intersection of Baucum Road and Angus Road, situated in the A. Pope Survey, Abstract No. 867, Waxahachie, Road and Bridge Precinct No. 3.

Agenda Item No. 1.8

Discussion, consideration, and action to ratify staff action on a plat of Fidelis Estates. The ± 6.375-acre site is located ± 1,400 feet south of the intersection of Holder Road and Dry Branch Road, situated in the T. Smith Survey, Abstract No. 970, Forrester, Road and Bridge Precinct No. 3.

Agenda Item No. 1.9

Discussion, consideration, and action on a plat of Flying W Estates, Units IV & V, Lots 6R & 7R, Block F, being a replat of Flying W Estates, Units IV & V, Lots 6-7, Block F. The ± 7.001-acre site is located ± 1,600 feet northeast of the intersection of Old Buena Vista Road and Alto Road, Waxahachie, Road and Bridge Precinct No. 3.

Agenda Item No. 1.10

Discussion, consideration, and action to ratify staff action on a final plat of Ranch at Stone Hill, Phase 2. The ± 17.585-acre site is located on the southwest corner of Greathouse Road and Dunaway Road, situated in the W.M. Turner Survey, Abstract No. 1093, Waxahachie, Road and Bridge Precinct No. 3.

Agenda Item No. 1.11

Ratify staff action on an amending plat of Matthews Farms Addition, Phase One Lot 2, Block B. The ± 2.00-acre site is located ± 1,121 feet southwest of the intersection of Marion Road and Norrell Road, in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Road and Bridge Precinct No. 4.

Agenda Item No. 1.12

Ratify staff action on a preliminary plat of Peak Living Addition. The ± 10.021-acre site is located on the northeast corner of the intersection of FM 664 and Bob White Road, situated in the H. Bigham Survey, Abstract No. 114, Waxahachie, Road and Bridge Precinct No. 4.

Agenda Item No. 1.13

Ratify staff action on a preliminary plat of TerraVista, Phases 1-5. The ± 472.494-acre is located at the southwest corner of FM 813 and Windham Road, situated in the Nathan M. Newsome Survey, Abstract No. 801 and the Elizabeth Rice, Abstract No. 927, the Conrad Travis Survey, Abstract No. 1079, Waxahachie, Road and Bridge Precinct No. 4.

EXECUTIVE SESSION

MUD updates

ELLIS COUNTY COMMISSIONERS COURT		April 2, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	Variance Request – Road Frontage - Parcel ID No. 201073 Pct. No. 1 AGENDA ITEM NO. 1.1		

CAPTION:

Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID 201073. This ± 76.54-acre site is located ± 1,525 feet south of the intersection of FM 660 and Glaspy Road, Ennis, Road and Bridge Precinct No. 1.

CASE TYPE:

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

IDENTIFYING LANDMARK:

Parcel ID No. 201073

APPLICANT(s):

Ernie Martinek

ATTACHMENTS:

- 1) Letter of Request
- 2) Court Order

STAFF RECOMMENDATION:

- Approved, as presented
- Approved w/ conditions**
(See Analysis section)
- Deny request
- Continue/Table request

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to develop this 76-acre property into a single-family residential tract of land with one house and one barn.
- Based on deed records, this property contains ± 95 feet of road frontage along FM 660, which is 55 feet short of the minimum 150-foot road frontage requirement.
- Primarily due to this reason, this property cannot obtain additional road frontage to meet the minimum requirement, and the only way to develop this lot is through approval of a variance.

NOTICE REQUIREMENTS

Section VIII (A) requires notice to be sent to property owners within 200 feet of the property with the requested variance at least ten (10) days before the meeting date. Below is a summary of the satisfaction of that legal notice requirement.

DATE OF NOTIFICATION	NO. OF LETTERS
3/22/2024	Nine (9) letters

PERTINENT REGULATION(s):

Below is a summary of minimum County standards and the proposed request:

Relief Sought From:	County Dev. Standard:	Applicant's Request:	Difference:
Lots – Minimum Public Road Frontage	150 feet	± 95 feet	± 55 feet

Section VIII (B) relief from the rules and regulations:

1. There are special conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,
2. That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and
3. That the granting of the relief will not be detrimental to the public finances, health, safety, or welfare, or injurious to other property in the area; and,
4. That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.
5. That the situation causing the hardship or difficulty is neither self-imposed nor self-created.

FINAL ANALYSIS:

After reviewing the variance criteria against this request, staff supports this request and recommends **approval** of the variances from Volume I, Section IV (A) of the Subdivision & Development Standards, allowing one (1) lot without meeting the minimum road frontage requirement, 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. 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.

Ellis County Dept of Development

March 21, 2024

109 S Jackson St.

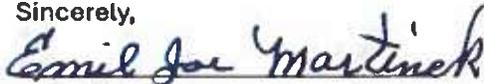
Waxahachie, Texas 75165

Dear Dept. Of Development

I request a road frontage variance on my 75+ acres Property ID # 201073 so we can build a house and barn. I currently have a 95 ft frontage on FM 660 and will not ever be able to meet the 150' min requirement frontage on FM 660. This is Martinek Family Farm and hope that it will continue to be so for another 80 years. We currently have easements and access on a private road coming to my property that is used by all the families.

Thank you,

Sincerely,



Emil Martinek



Ernest Martinek

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On April 2, 2024, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present to wit:

COUNTY JUDGE:

- Judge Todd Little

COMMISSIONERS:

- | | |
|--------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Randy Stinson, Commissioner, Pct. 1 | <input type="checkbox"/> Louis Ponder, Commissioner, Pct. 3 |
| <input type="checkbox"/> Lane Grayson, Commissioner, Pct. 2 | <input type="checkbox"/> Kyle Butler, Commissioner, Pct. 4 |

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, GRANTING A VARIANCE FOR PARCEL ID NO. 201073 FROM VOLUME I, SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT STANDARDS ALLOW ONE (1) LOT WITHOUT MEETING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENT. THIS ± 76.54-ACRE SITE IS LOCATED ± 1,525 FEET SOUTH OF THE INTERSECTION OF FM 660 AND GLASPY ROAD, ENNIS, ROAD AND BRIDGE PRECINCT NO. 1, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commissioners' Court of Ellis County, Texas, in compliance with the laws of the State of Texas and the orders of Ellis County, Texas, have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, and in the exercise of its legislative discretion, have concluded that this proposal should be approved.

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

SECTION 1. GRANTING OF A VARIANCE.

The Commissioners' Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and set forth above and are incorporated into the body of this order as if fully set forth herein. The granting of relief in the form of a lesser standard will not adversely impact public health, safety, general welfare, or traffic conditions and will not alter the nature, character, and quality of the subdivision.

SECTION 2. CONDITIONS OF APPROVAL

The variance is hereby granted for Parcel ID No. 201073 from Volume I, Section IV (A) of the Subdivision & Development Standards, allowing one (1) lot without meeting the minimum road frontage requirement, subject to the following conditions:

Agenda Item No. 1.1 – Road Frontage Variance to PID 201073

Report Submitted & Approved by: Alberto Mares, AICP, DR, CPM – Dir. of Planning & Development

- 1) No further subdivision of this property shall occur until it can meet the subdivision requirements in effect at that time.
- 2) 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.

Relief Sought From:	County Development Standard:	Approved Request:	Difference:
Lots – Minimum Public Road Frontage	150 feet	± 95 feet	± 55 feet

SECTION 3. CONFLICTS

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS, ON THIS THE 2ND DAY OF APRIL, 2024.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

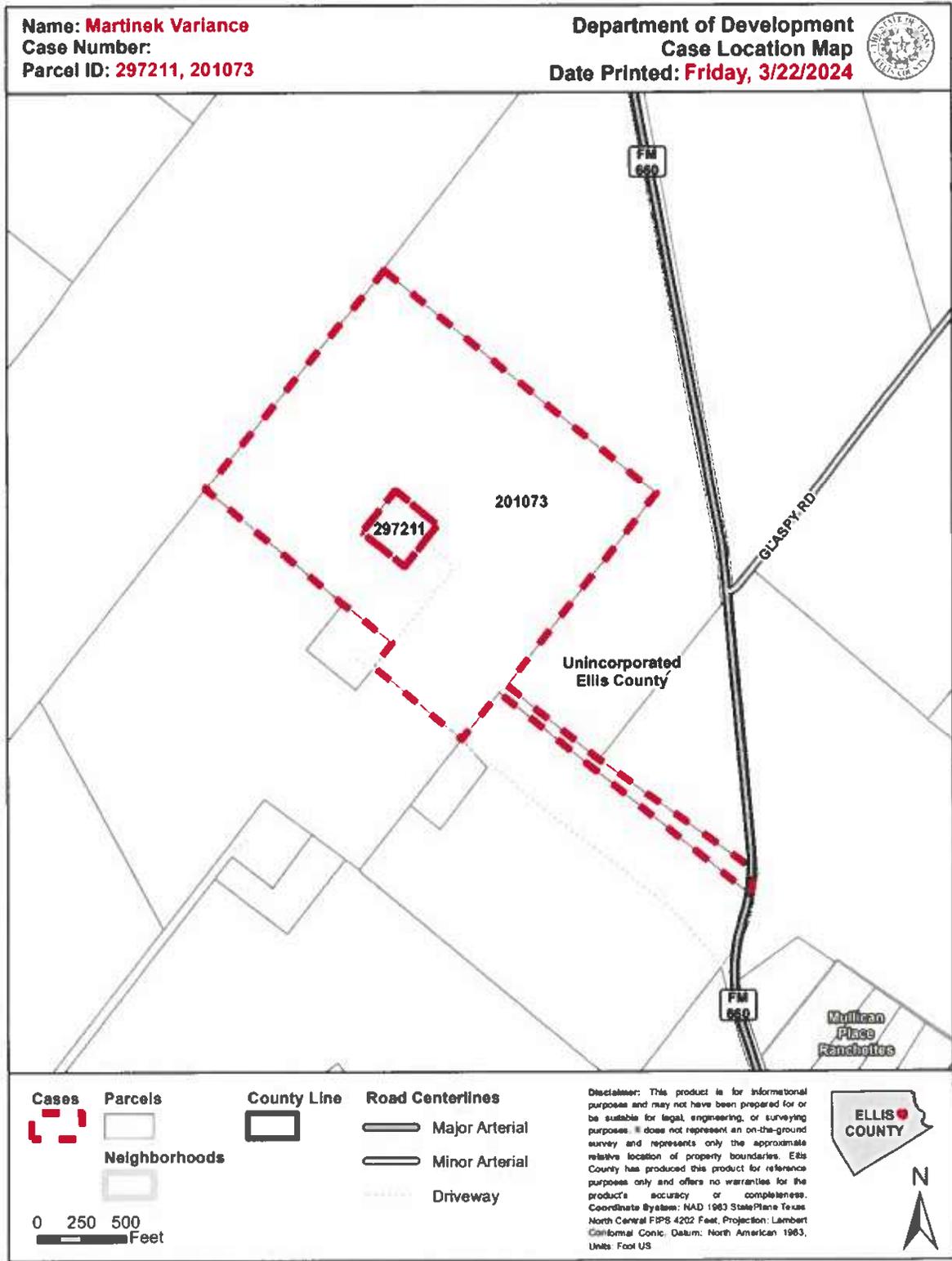
Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk



48.583334 32.413548 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: Friday, 3/22/2024

ELLIS COUNTY COMMISSIONERS COURT		April 2, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Bolivar Branch Estates, Lots 1-7 Preliminary Plat Pct. No. 1 AGENDA ITEM NO. 1.2		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:

Discussion, consideration, and action to ratify staff action on a preliminary plat of Bolivar Branch Estates, Lots 1-7. The ± 10.586-acre site is located ± 2,880 feet south of the intersection of FM Hwy 879 and Heard Road, situated in the R. De La Pena Survey, Abstract No. 3, Palmer, 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. 178863,
Near 8263 FM 879 in Palmer

APPLICANT(s):

Ladd Vein

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 a preliminary plat for seven (7) proposed lots along an existing state road.
- Should the Commissioners Court approve this preliminary plat, the applicant's next step would be to obtain Tx-DOT approval for drainage and drive cuts. Upon approval from Tx-DOT, civil plans must be submitted to the County Engineer's Office for review and approval before the start of construction. Proof of Tx-DOT approval of drive cuts and drainage is required at the time.
- Upon approval of the civil plans, the applicant can submit a final plat before any building permits are issued.
- Per the adopted regulations, preliminary plats shall expire eighteen (18) months after approval if no civil plans or final plats are submitted. Staff may approve a one-time extension of six (6) months upon written request by the applicant.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
FM 879	Minor (80'-100')	0 ft.	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
East Garrett Water	3-inches	8/9/2021*

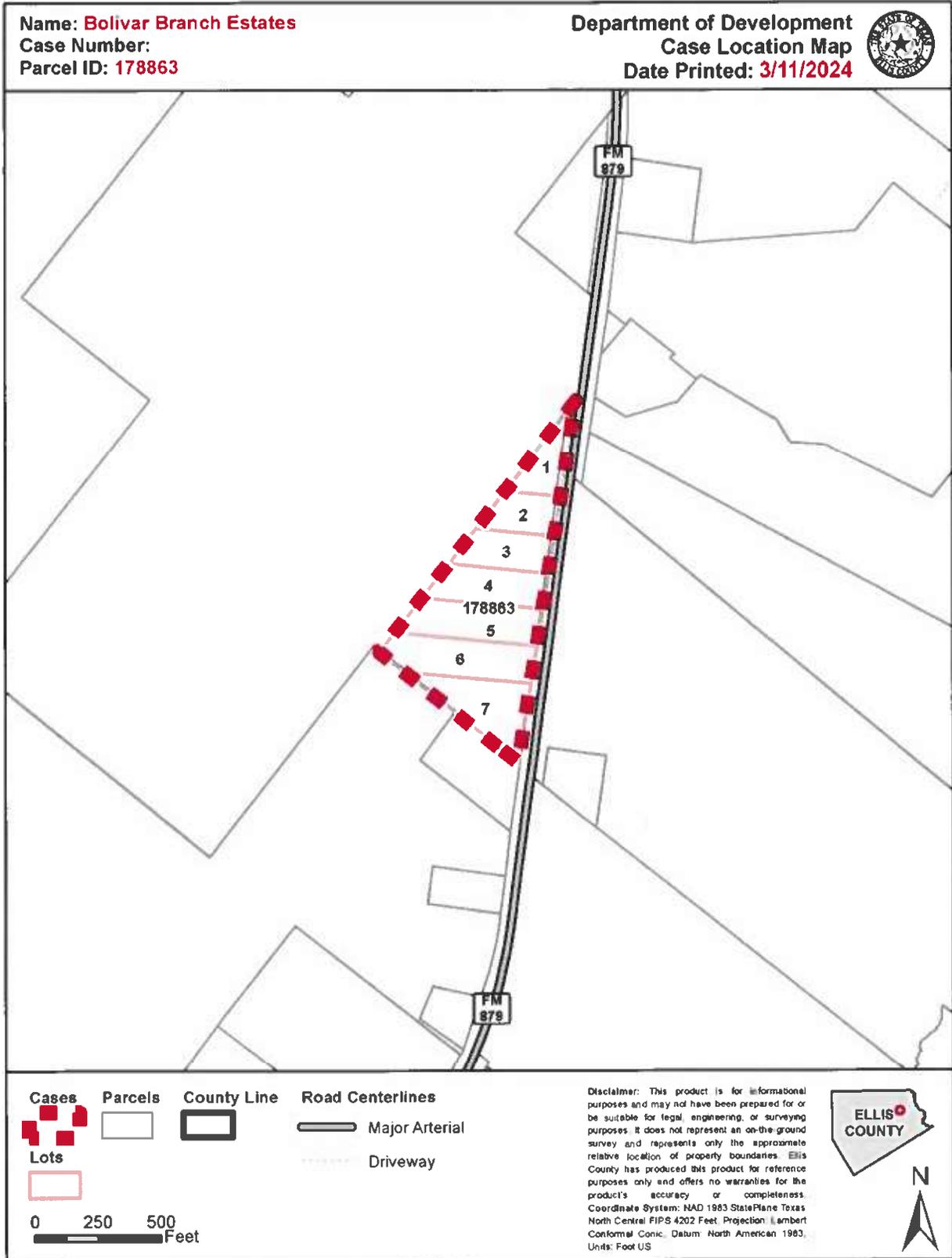
NOTICE REQUIREMENTS (if applicable):

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

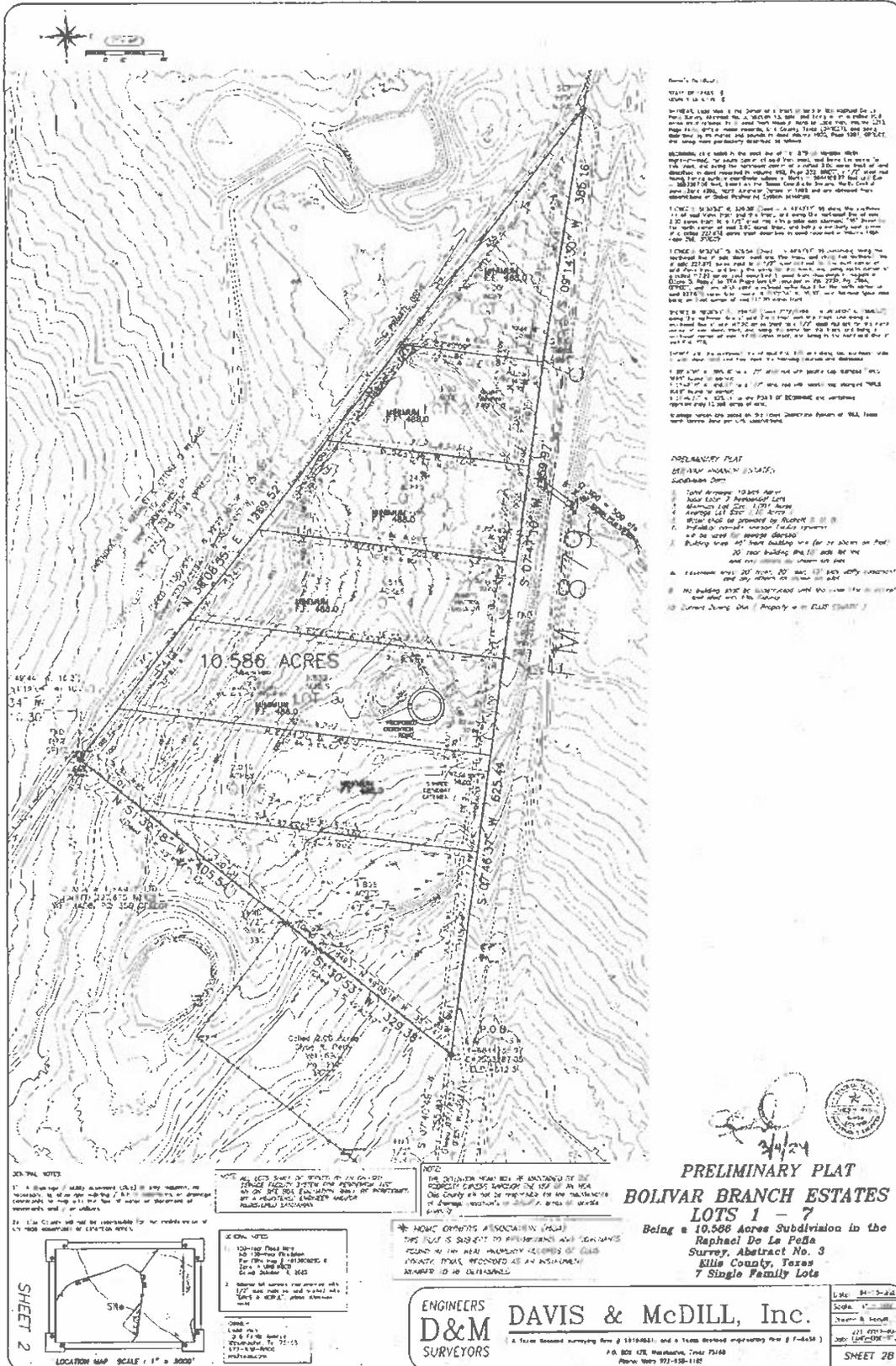
ANALYSIS:

Staff reviewed this plat and **conditionally approved*** the initial submittal on March 18, 2024, provided the conditions are met within Attachment No. 3.

Ratification from the Commissioners' Court is needed to finalize the approval process.



\\s01076_13_430657_Author: alicia.mares GIS/Info.Ellis.TX Date Printed: 3/11/2024 GIS/Info/MapTemplates/Ellis County/\\s01076_13_430657_00000000_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

March 17, 2024

Ladd Vein
 1015 Ferris Avenue
 Waxahachie, TX 75165

Re: Plat Application Submission Action for Bolivar Branch Estates Preliminary Plat (Parcel ID No. 178863)

The Department of Development (DoD) received your preliminary plat application for Bolivar Branch Estates on March 4, 2024, for 7 proposed lots on ± 10.586 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Label the existing ROW width for FM 879.
2. Proof of authorization from TxDOT for this proposed subdivision will be required and must be submitted with the final plat application.
3. Please update the plat to include the plat language shown on the sample preliminary plat.
4. The plat states that Rockett SUD is the water provider for the subdivision, yet the endorsement form is signed by East Garrett WSC on 8.9.21. Please provide an updated utility endorsement form at your earliest convenience.

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 **April 2, 2024**.

Staff will need the items listed below delivered to our office by no later than **Thursday March 28, 2024, 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/ or signing of the plat. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court, along the submittal of any documentation listed within the above conditions before it can be considered approved.**

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

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.*

ELLIS COUNTY COMMISSIONERS COURT		April 2, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Hunsucker Mendez Addition Pct. No. 1 AGENDA ITEM NO. 1.3		

CAPTION:

Discussion, consideration, and action to ratify staff action on a plat of Hunsucker Mendez Addition. The ± 10.80-acre site is located ± 520 feet south of the intersection of FM 983 and Squires Court, situated in the John W. Baker Survey, Abstract No. 35, in the extraterritorial jurisdiction (ETJ) of the City of Red Oak, 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. 179392, 296937

APPLICANT(s):

Fernando Mendez
Primitivo Aguilar

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 submits a plat for two (2) proposed lots on FM 983 and Hunsucker Road, a state-maintained and local road.
- The City of Red Oak approved this plat on February 26, 2024.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Hunsucker Rd.	Local (60')	7 ft.	Yes
FM 983	Minor (80'-100')	10 ft.	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Rockett SUD	2-inch	2/29/2024

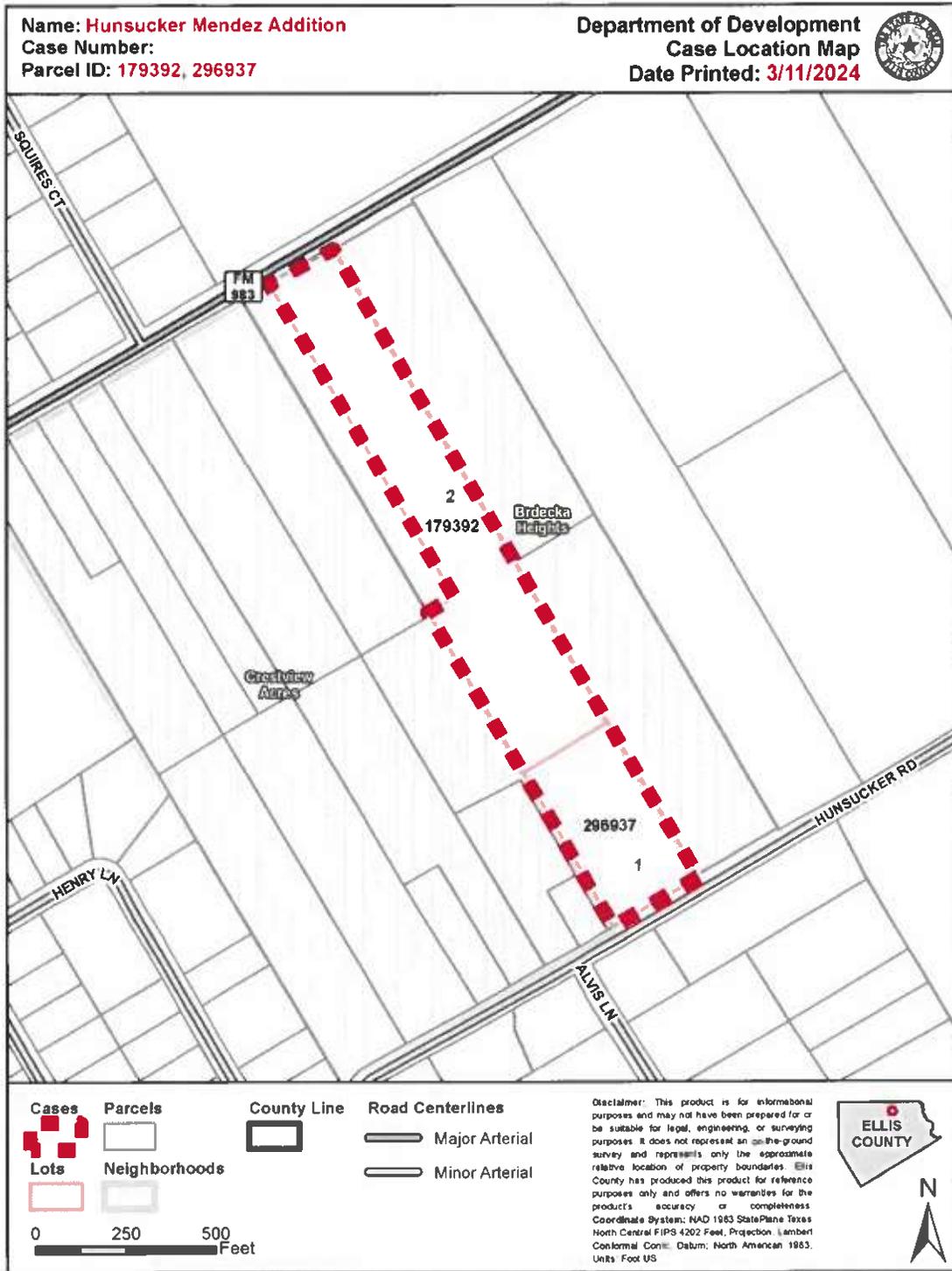
NOTICE REQUIREMENTS (if applicable):

NEWSPAPER	WEBSITE	Certified Notice(s) to Subdivision
N/A	N/A	N/A

ANALYSIS:

Staff reviewed this plat and **conditionally approved*** the initial submittal on March 18, 2024, provided the conditions are met within Attachment No. 3.

Ratification from the Commissioners' Court 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

March 18, 2024

Hunsucker Mendez Addition
Fernando Mendez & Primitivo Aguilar

**Re: Plat Application Submission Action for Hunsucker Mendez Addition
(Parcel ID No. 179392 & 296937)**

The Department of Development (DoD) received your plat application for Hunsucker Mendez Addition on March 4, 2024, for 2 proposed lots on ± 10.80 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Please update the FEMA Floodplain panel information. New maps were adopted in October 2023.
2. Update all utility easements to drainage and utility easements.
3. Update the certificate of approval and court signature block to match the sample plat.
4. Mr. Primitivo Aguilar's name is missing within the last sentence before the 9-point statement within the owner's certificate. Please update the plat to include his name.

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 **April 2, 2024**.

Staff will need the items listed below delivered to our office by no later than **Thursday March 29, 2024, 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

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.*

ELLIS COUNTY COMMISSIONERS COURT		April 2, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	Meadow Creek Farms Addition Lots 10R-A – 10R-E Replat Pct. No. 2 AGENDA ITEM NO. 1.4		

CAPTION:

Discussion, consideration, and action on a plat of Meadow Creek Farms Addition No. 2, Lots 10R-A through 10R-E, being a replat of Meadow Creek Farm Addition No. 2, Lot 10. The ± 6.245-acre site is located ± 410 feet south of the intersection of Maloney Road and Feaster Road, 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. 152779

APPLICANT(s):

Jan B. Grindele

ATTACHMENTS:

- 1) Location Map
- 2) Plat

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The Commissioners Court approved the Meadow Creek Farms, Installment No. 2 plat on April 26, 1974.
- The applicant wishes to replat the property to create four (4) additional lots for residential use, for a total of five (5) legal lots of record.
- The Commissioners Court initially denied this replat request on November 28, 2023, due to uncertainty regarding the length of public road access for Maloney Road. Since then, it's been determined that this plat does meet the road frontage requirements.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATED	COMPLIANCE
Maloney Rd., Feaster Rd.	Local (60')	30 ft. shown	Yes

WATER SOURCE:

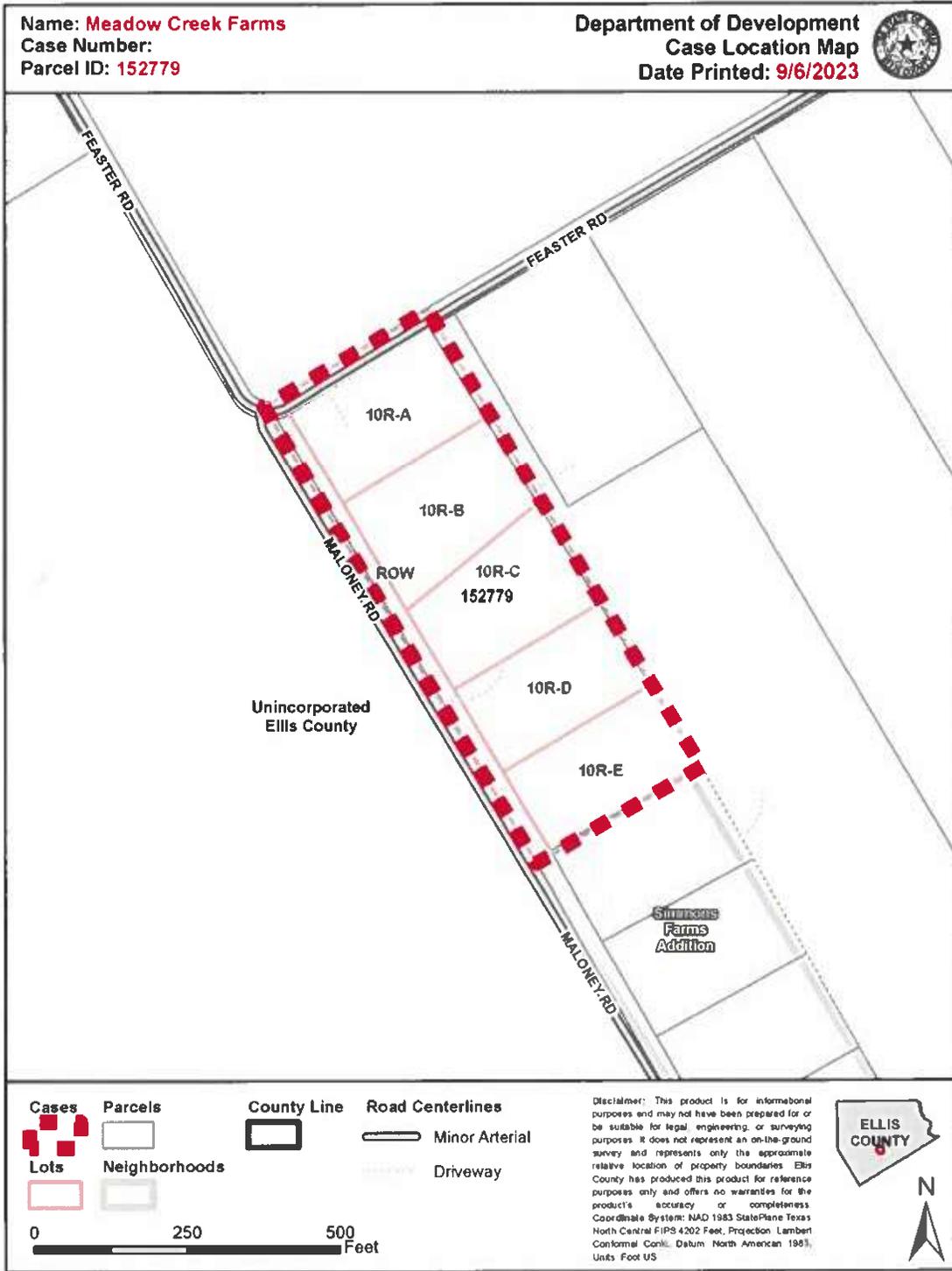
PROVIDER	LINE SIZE	AVAILABILITY CONFIRMED
OTHER:	2-inch	6/20/2023

NOTICE REQUIREMENTS (if applicable):

NEWSPAPER	WEBSITE	SURROUNDING NOTICE
Waxahachie Sun	2/26/2024	Ten (10) certified notices

ANALYSIS:

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



ELLIS COUNTY COMMISSIONERS COURT		April 2, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Templeton Substation Addition Pct. No. 2 AGENDA ITEM NO. 1.5		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:

Discussion, consideration, and action on a plat of Templeton Substation Addition. The ± 6.421-acre site is located ± 650 feet south of the intersection of Old Reagor Springs Road and Pigg Road, situated in the George Carpenter Survey, Abstract No. 190, in the extraterritorial jurisdiction (ETJ) of the City of 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. 180947

APPLICANT(s):

Kimley Horn

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 submits a plat for one (1) proposed lot for an already-built Oncor substation along Old Reagor Springs Road.
- Staff notified Oncor several months ago that they needed civil plans/drainage assessment, a plat, and permits for this substation. To date, only a plat has been applied for and a drainage assessment is being prepared for submittal, but not yet received. Permits and fees are still outstanding.
- The City of Waxahachie approved this plat on March 12, 2024.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Old Reagor Springs Rd.	Local (60')	0 ft.	No

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Rockett SUD	N/A	2/29/2024

NOTICE REQUIREMENTS (if applicable):

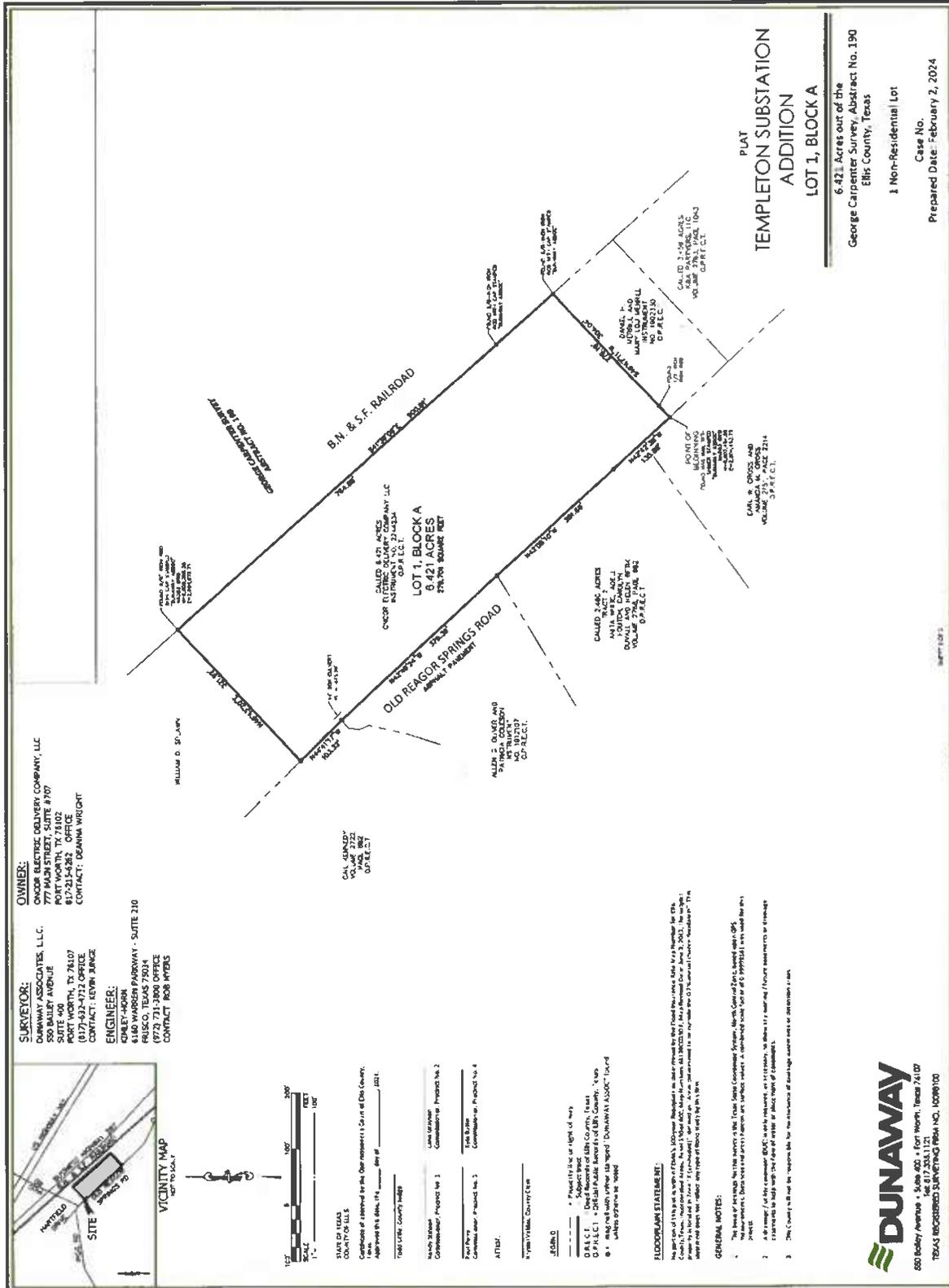
NEWSPAPER	WEBSITE	Certified Notice(s) to Subdivision
N/A	N/A	N/A

ANALYSIS:

Staff reviewed this plat and issued review comments to the City of Waxahachie on February 23, 2024.

Staff recommends **approval** of this plat, provided that the applicant satisfies all comments issued during the application review (Attachment No. 3), a drainage assessment is reviewed by the County Engineer for compliance with County regulations, permits submitted to Department of Development & Fire Marshal's Office for compliance with applicable County regulations and submittal of applicable permit and plat fees prior to the plat filing.





From: Sara Garcia <sara.garcia@co.ellis.tx.us>
Sent: Thursday, February 22, 2024 6:11 PM
To: King, Zack <zking@waxahachie.com>
Cc: Venissat, Michelle <michelle.venissat@waxahachie.com>; Crimilda Aguilar <crimilda.aguilar@co.ellis.tx.us>; Department of Development <dod@co.ellis.tx.us>
Subject: RE: New Application Received - Templeton Substation Addition - SUB-36-2024

Good evening,

In reviewing the proposed plat of Templeton Substation Addition Plat, the following was noted for revision:

1. Please add building setback lines and easements to the plat. See attached sample plat for reference.
2. Add the Waxahachie ETJ to the plat title block.
3. Dedicate 30 ft. of right of way for Old Reagor Springs Road.

4. Please print the representatives name underneath the signature line and add the representatives name to the contact block.
5. Update the court signature block to match the attached sample plat.
6. Add the OSSF statement and signature line shown on the sample to the plat.

Additionally, the following documentation required at the time of submittal has not been received:

1. Application plat fee paid in full at time of submittal.
2. Signed Water Utility Endorsement Letter
3. If applicable, City approval if property is in the extraterritorial jurisdiction (ETJ).
4. Original Tax Certificate with raised seal from the County Tax Office demonstrating all current property taxes are paid in full.

At this time due to the outstanding documentation listed above, this application is deemed to be incomplete. Please let me know if there are any questions.

Thank you,

Sara Garcia

Assistant Director / Development Process Manager

Ellis County Department of Development

Ph: 972-825-5200

Web: www.Ellispermits.com

ELLIS COUNTY COMMISSIONERS COURT		April 2, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Blessed Ranch Lots 1R & 2R Blk. A Replat Pct. No. 3 AGENDA ITEM NO. 1.6		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:

Discussion, consideration, and action on a plat of Blessed Ranch Lots 1R & 2R, Block A, being a replat of Blessed Ranch, Lots 1-3, Block A. The ± 6.001-acre site is located ± 1,964 feet north of the intersection of Anderson Ranch Road and Bill Lewis Road, Forreston, 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. 298189, 298190, 298191

APPLICANT(s):

Sanjay Abraham

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 Commissioners Court initially approved this final plat of Blessed Ranch on June 14, 2022.
- The applicant submits a replat to combine three (3) previously platted lots into two (2) lots for residential use.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Anderson Ranch Road	Local (60')	0 ft.	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Buena Vista-Bethel	8-inch	1/16/2024

NOTICE REQUIREMENTS (if applicable):

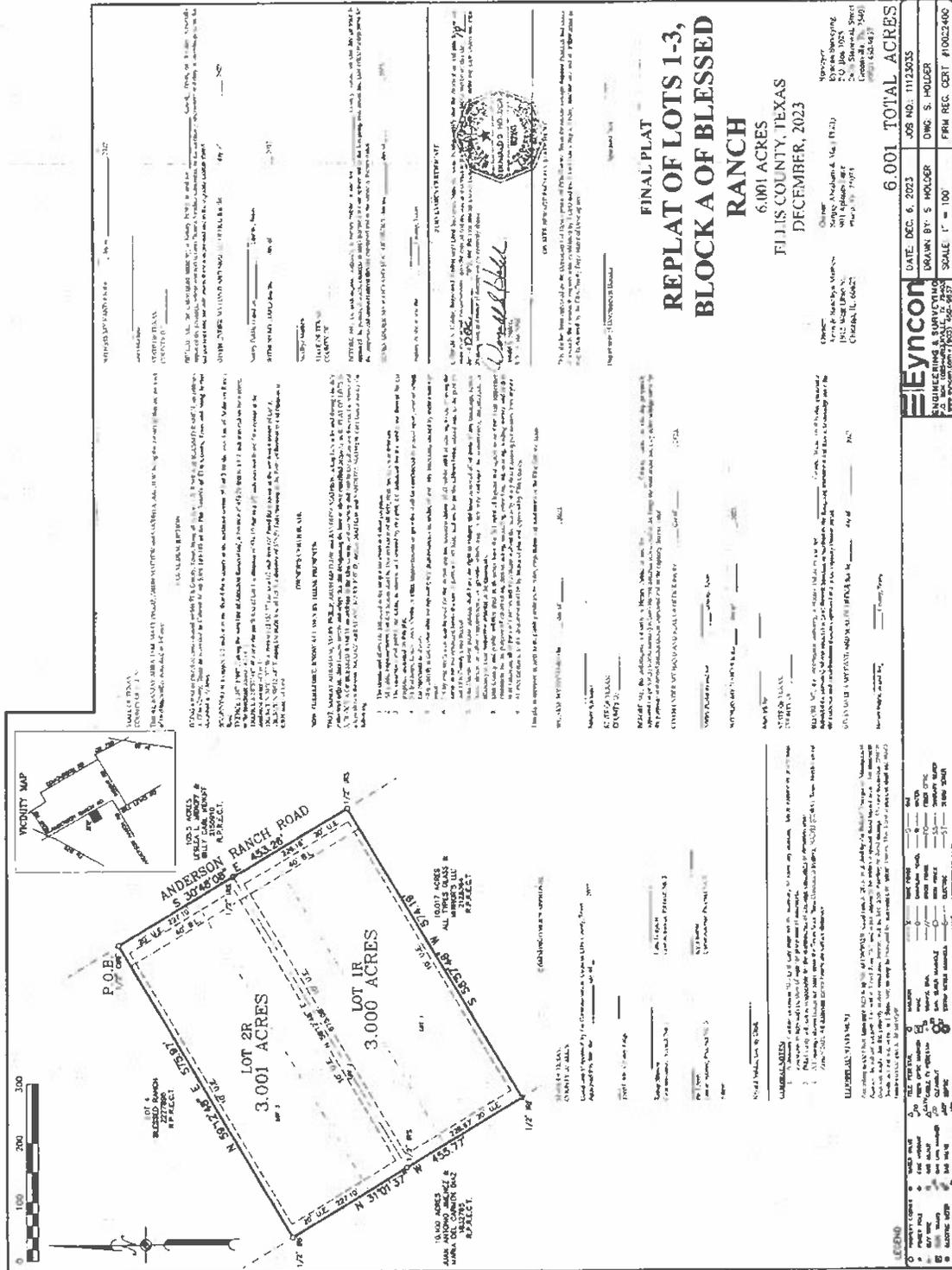
NEWSPAPER	WEBSITE	Certified Notice(s) to Subdivision
Waxahachie Sun	2/26/24	One (1) Certified Notice

ANALYSIS:

Staff reviewed this replat and can confirm that it meets the current subdivision regulations and recommends approval of this replat request. Approval of this replat as presented is recommended.



-98.893212 32.284008 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 2/26/2024 G:\GIS\Maps\Templates\ELLS County Layouts\11 000000 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

February 20, 2024

Blessed Ranch Replat
Sanjay Abraham
901 Aplan Lane
Plano, TX 75074

Re: Plat Application Submission Action for Blessed Ranch Lots 1-3 Replat (Parcel ID No. 298189, 298190, 298191)

The Department of Development (DoD) received your final plat application for the Blessed Ranch Lots 1-3 Replat on February 5, 2024, for 2 proposed lots on ± 6.001 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Label the existing right of way dedication for Anderson Ranch Road.
2. Retitle the replat to: Blessed Ranch Lot 1R and 2R, a replat of Blessed Ranch Lots 1-3. Please update within the first paragraph of the owner's certificate.
3. Update the plat title block to reflect the change in comment number 2 and add the overall number of lots to the title block as well. The final plat wording may be removed.
4. The notary statement and signature line has the incorrect name printed for all three owners. Please update.

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 **April 2, 2024**.

Staff will need the items listed below delivered to our office by no later than **Thursday, March 28, 2024, 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

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.*

ELLIS COUNTY COMMISSIONERS COURT		April 2, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	Daybreak Manor Preliminary Plat Pct. No. 3 AGENDA ITEM NO. 1.7		

CAPTION:

Discussion, consideration, and action to ratify staff action on a preliminary plat of Daybreak Manor. The ± 20.172-acre site is located ± 3,080 feet northeast of the intersection of Baucum Road and Angus Road, situated in the A. Pope Survey, Abstract No. 867, 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. 189577
 (303077 – 2024 Parcel ID Number)

APPLICANT(s):

Angus Road Partners, 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 requests a preliminary plat for 15 lots along a proposed cul-de-sac.
- Should the Commissioners Court approve this preliminary plat, the applicant’s next step would be to submit civil plans for this proposed subdivision to the County Engineer’s Office for review and approval before the start of construction.
- Per the adopted regulations, preliminary plats shall expire eighteen (18) months after approval if no civil plans or final plat are submitted. Staff may approve a one-time extension of six (6) months upon written request by the applicant.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Angus Rd.	Minor (80'-100')	40 ft.	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Buena Vista-Bethel	6-inch	2/27/2024

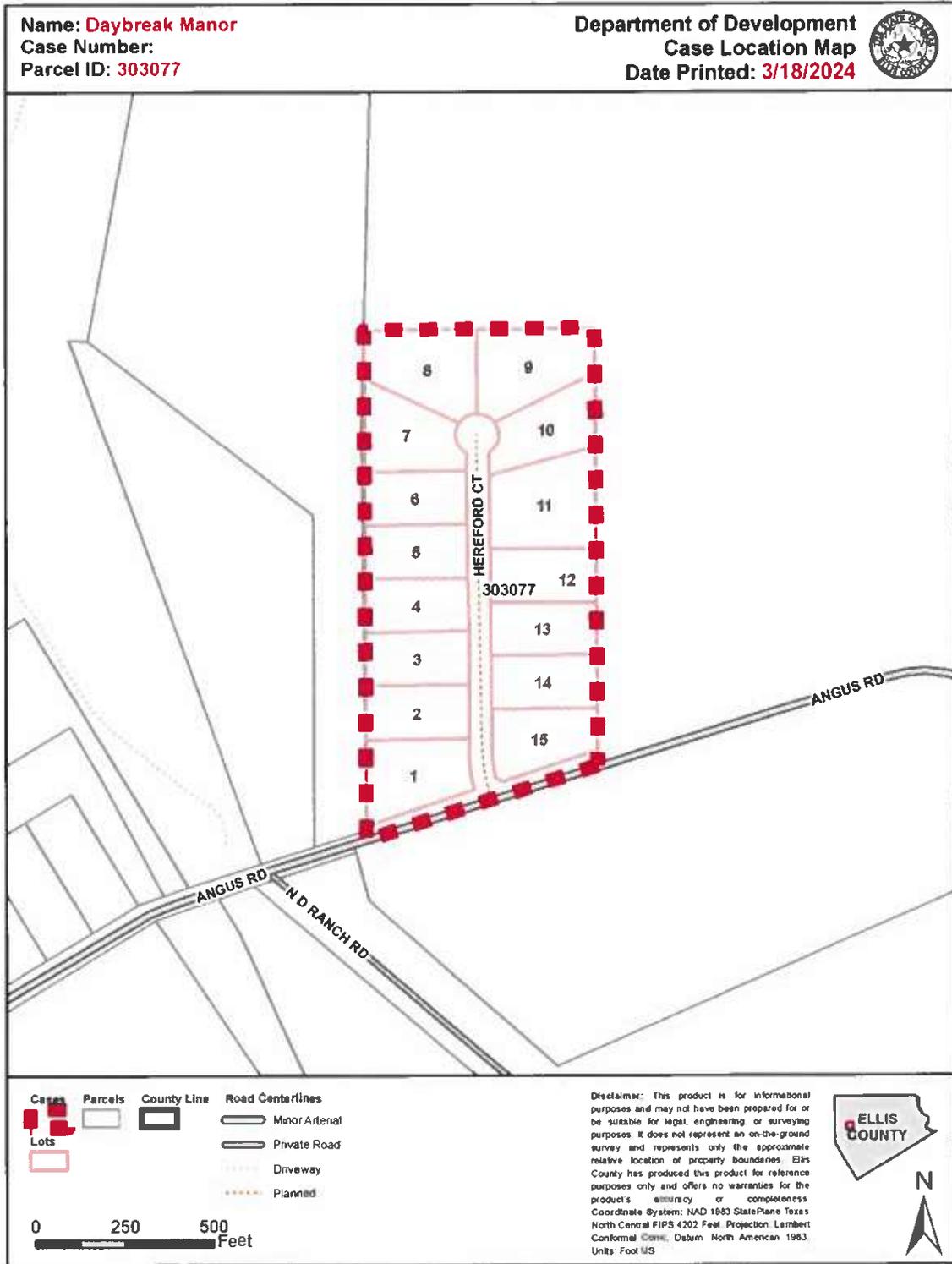
NOTICE REQUIREMENTS (if applicable):

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

ANALYSIS:

Staff reviewed this plat and **conditionally approved*** the initial submittal on March 18, 2024, provided the conditions are met within Attachment No. 3.

Ratification from the Commissioners’ Court is needed to finalize the approval process.



-96 980014 32 367076 Author: nick magnis GIS@co.ellis.tx.us Date Printed: 3/18/2024 G:\GIS\Maps\Templates\EBs\County Layouts\11 DOD\000 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

March 17, 2024

Daybreak Manor Preliminary Plat
 Angus Road Partners, LLC
 1550 W FM 875
 Midlothian, TX 76065

Re: Plat Application Submission Action for the Daybreak Manor Preliminary Plat (Parcel ID No. 303077)

The Department of Development (DoD) received your preliminary plat application for Daybreak Manor on March 4, 2024, for 15 proposed lots on ± 20.172 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Add Hereford Ct. to the plat drawing.
2. Add a block designation to the lots.
3. Label the drainage and utility easements for each lot.
4. Please update the owner's statement & OSSF statement and signature line to match the preliminary plat sample.
5. Darken the scales on the plat drawing.
6. Fire hydrants will need to be installed in accordance with the County's subdivision regulations prior to the filing of the final plat 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 **April 2, 2024**.

Staff will need the items listed below delivered to our office by no later than **Thursday March 28, 2024, 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/ or signing of the plat. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court, along the submittal of any documentation listed within the above conditions before it can be considered approved.**

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

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

ELLIS COUNTY COMMISSIONERS COURT		April 2, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	Fidelis Estates Pct. No. 3 AGENDA ITEM NO. 1.8		

CAPTION:

Discussion, consideration, and action to ratify staff action on a plat of Fidelis Estates. The ± 6.375-acre site is located ± 1,400 feet south of the intersection of Holder Road and Dry Branch Road, situated in the T. Smith Survey, Abstract No. 970, Forreston, 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. 290715

APPLICANT(s):

Crystal & Scott Robbins

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 plat two (2) lots for residential use.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Dry Branch Road	Local (60')	30 ft.	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Nash-Forreston	1 1/2-inch	2/14/2024

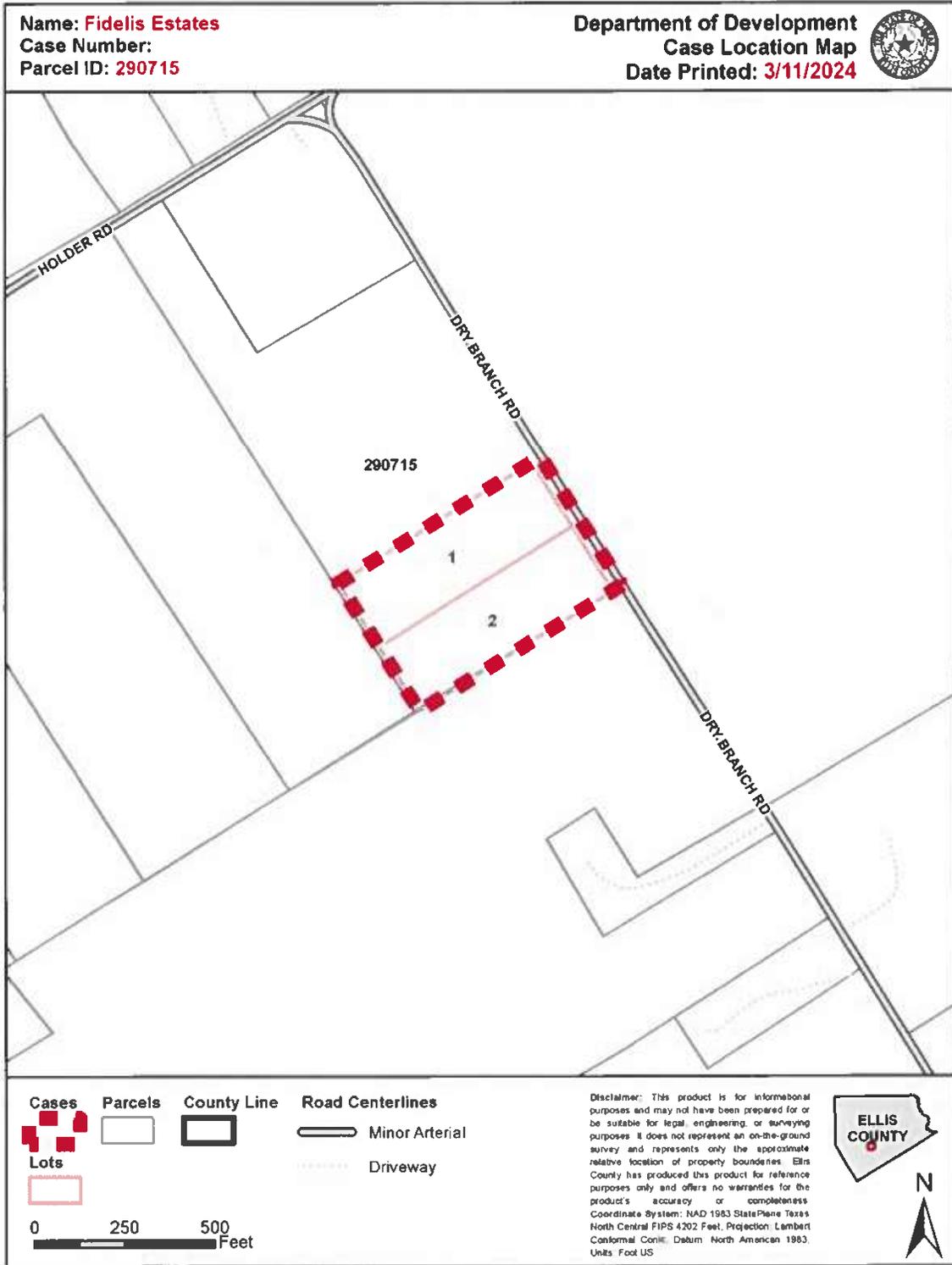
NOTICE REQUIREMENTS (if applicable):

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

ANALYSIS:

Staff reviewed this plat and **conditionally approved*** the initial submittal on March 18, 2024, provided the conditions are met within Attachment No. 3.

Ratification from the Commissioners' Court is needed to finalize the approval process.



-96 83601 32 253546 Author nick megris GIS@co.ellis.tx.us Date Printed: 3/11/2024 G:\GIS\Maps\Templates\Ellis County Layouts\11 DODDOD 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

March 18, 2024

Fidelis Estates
David Scott Robbins
1125 Holder Road
Forreston, TX 76041

**Re: Plat Application Submission Action for Fidelis Estates
(Parcel ID No. 290715)**

The Department of Development (DoD) received your plat application for Fidelis Estates on March 4, 2024, for 2 proposed lots on ± 6.375 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Please update the court signature block to match the attached sample 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 **April 2, 2024**.

Staff will need the items listed below delivered to our office by no later than **Thursday March 29, 2024, 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

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.*

ELLIS COUNTY COMMISSIONERS COURT		April 2, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Flying W Estates, Units IV and V Lots 6R and 7R, Block F Replat Pct. No. 3 AGENDA ITEM NO. 1.9		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:

Discussion, consideration, and action on a plat of Flying W Estates, Units IV & V, Lots 6R & 7R, Block F, being a replat of Flying W Estates, Units IV & V, Lots 6-7, Block F. The ±7.001-acre site is located ± 1,600 feet northeast of the intersection of Old Buena Vista Road and Alto Road, 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. 283266, 283265

APPLICANT(s):

JKW Real Estate LLC,
Cheryl Wilbur, representative

ATTACHMENTS:

- 1) Location Map
- 2) Plat

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The Commissioners Court approved the Flying W Estates, Units IV & V plat in January 2007.
- The applicant requests to replat two (2) lots to include unimproved right-of-way for future development that was dedicated with the original plat by the applicant and former spouse.
- *Should the Court approve this replat application, the applicant will be responsible for obtaining approval for the release of the right-of-way from the adjacent property owner of Lot 1, Block E of Flying W Estates (currently shown on the appraisal district as Rene Guerrero – PID No. 240545).

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Old Buena Vista Rd.	Minor (80'-100')	10 ft.	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Buena Vista-Bethel	6-inch	1/22/2024

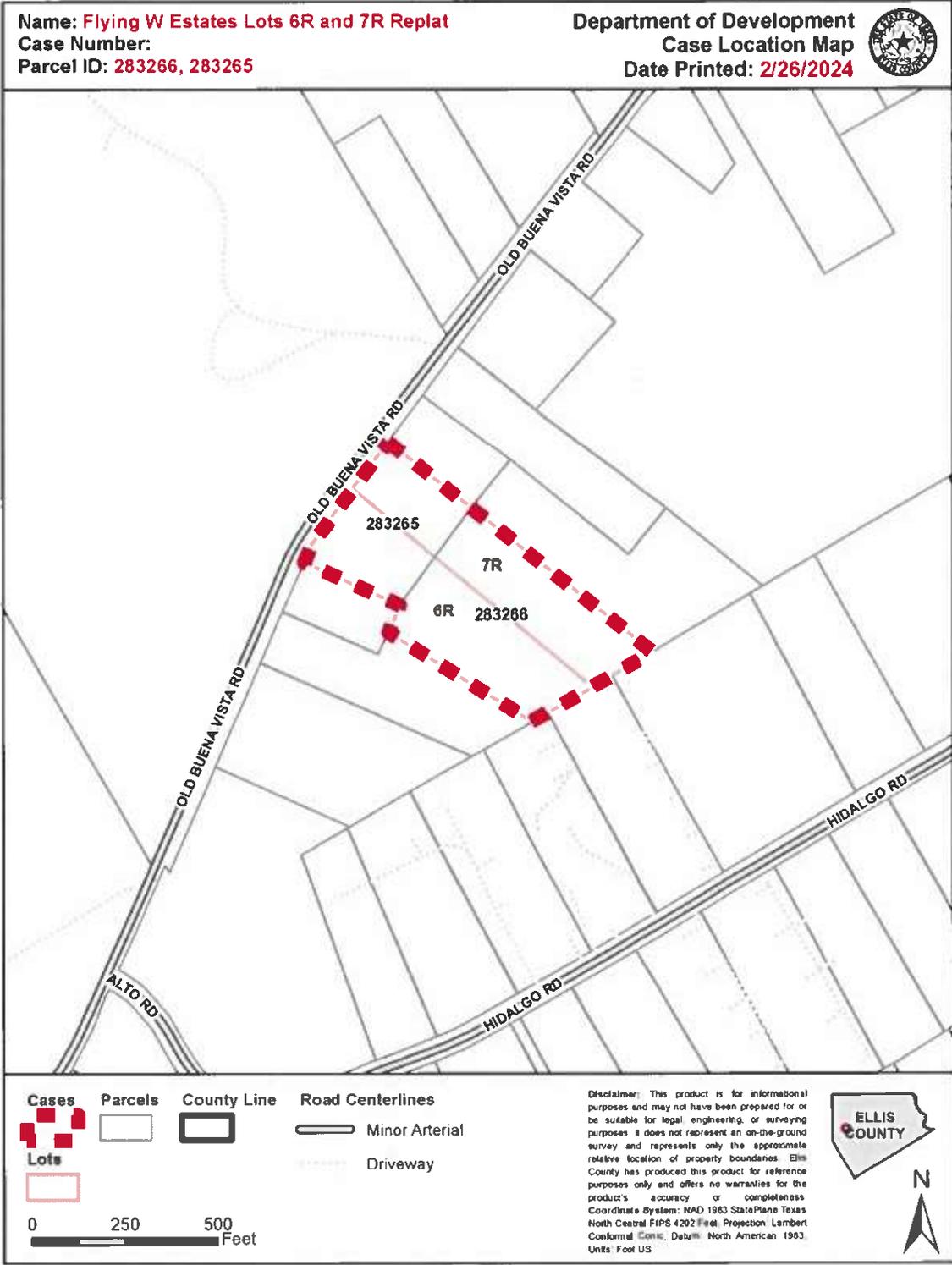
NOTICE REQUIREMENTS (if applicable):

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

ANALYSIS:

Staff reviewed this replat and confirmed that it meets the County's subdivision regulations and **recommend approval** subject to the condition* listed above.

Should the applicant not secure the release of the right-of-way, the applicant may be able to shift the lot lines to produce two (2) lots that meet the County's minimum road frontage and lot size requirements.



ELLIS COUNTY COMMISSIONERS COURT		April 2, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	Ranch at Stone Hill, Phase 2 Final Plat Pct. No. 3 AGENDA ITEM NO. 1.10		

CAPTION:

Discussion, consideration, and action to ratify staff action on a final plat of Ranch at Stone Hill, Phase 2. The ± 17.585-acre site is located on the southwest corner of Greathouse Road and Dunaway Road, situated in the W.M. Turner Survey, Abstract No. 1093, 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. 303920

APPLICANT(s):

Gingerbread House Partners, 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 requests to plat this property into seven (7) lots for residential use along an existing county road.
- The Commissioners Court approved a preliminary plat for this proposed subdivision on February 6, 2024.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Greathouse Road	Minor (80'-100')	20 ft.	Yes
Dunaway Road	Local (60')	30 ft.	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Buena Vista-Bethel	6-inch	12/20/2023

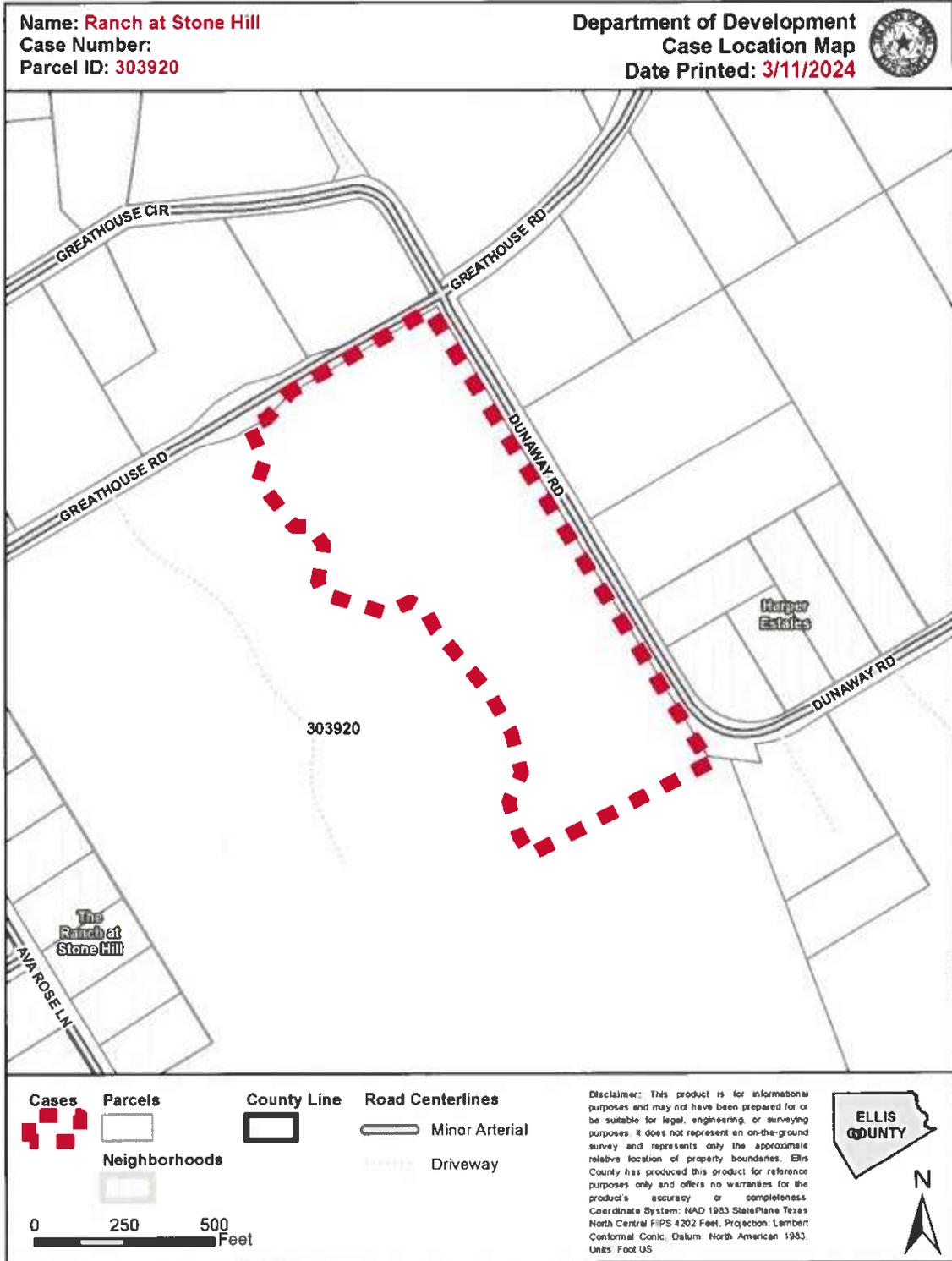
NOTICE REQUIREMENTS (if applicable):

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

ANALYSIS:

Staff reviewed this plat and **conditionally approved*** the initial submittal on March 18, 2024, provided that the conditions are met within Attachment No. 3.

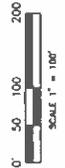
Ratification from the Commissioners' Court is needed to finalize the approval process.



Line #	Direction	Length
L61	N23°54'47" W	27.87'
L62	N30°07'52" W	61.19'
L63	N69°22'52" E	55.82'
L64	N45°29'44" E	102.81'
L65	S37°14'33" E	94.88'
L66	S39°08'50" E	88.13'
L67	S46°12'18" E	87.08'
L68	S54°08'02" E	86.78'
L69	S47°56'18" E	58.10'
L70	S27°15'04" E	79.00'
L71	S19°14'37" E	81.19'
L72	S19°34'43" E	42.45'
L73	S33°34'29" E	78.28'
L74	S89°16'23" E	70.31'
L75	S31°13'27" E	80.12'
L76	S43°04'28" E	108.29'
L77	S40°08'01" E	92.87'
L78	S40°08'01" E	4.50'
L79	S47°48'18" E	144.90'
L80	S19°35'45" E	51.41'
L81	S19°28'35" W	54.88'
L82	S19°28'35" W	109.80'

OWNER:
GREATHOUSE ROAD PARTNERS, LLC
 440 GINGERBREAD LANE
 WAXAHACHIE, TX 75165
ENGINEER
PETIT-LECO
 1600 N. COLLINS BLVD. STE. 330C
 RICHARDSON, TX 75080
 PHONE: 903-647-6751

1. THE BOUNDARIES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION 2011.
2. THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION 2011.
3. THE PURPOSE OF THIS PLAT IS TO CREATE 7 LOTS.
4. CONTIGUOUS AND ELEVATIONS SHOWN ON THIS PLAT ARE DERIVED FROM PUBLICLY AVAILABLE LIDAR DATA AND WAS NOT SURVEYED ON THE GROUND.
5. ELLIS COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF DAMAGE ASSESSMENTS OR DETENTION AREAS.



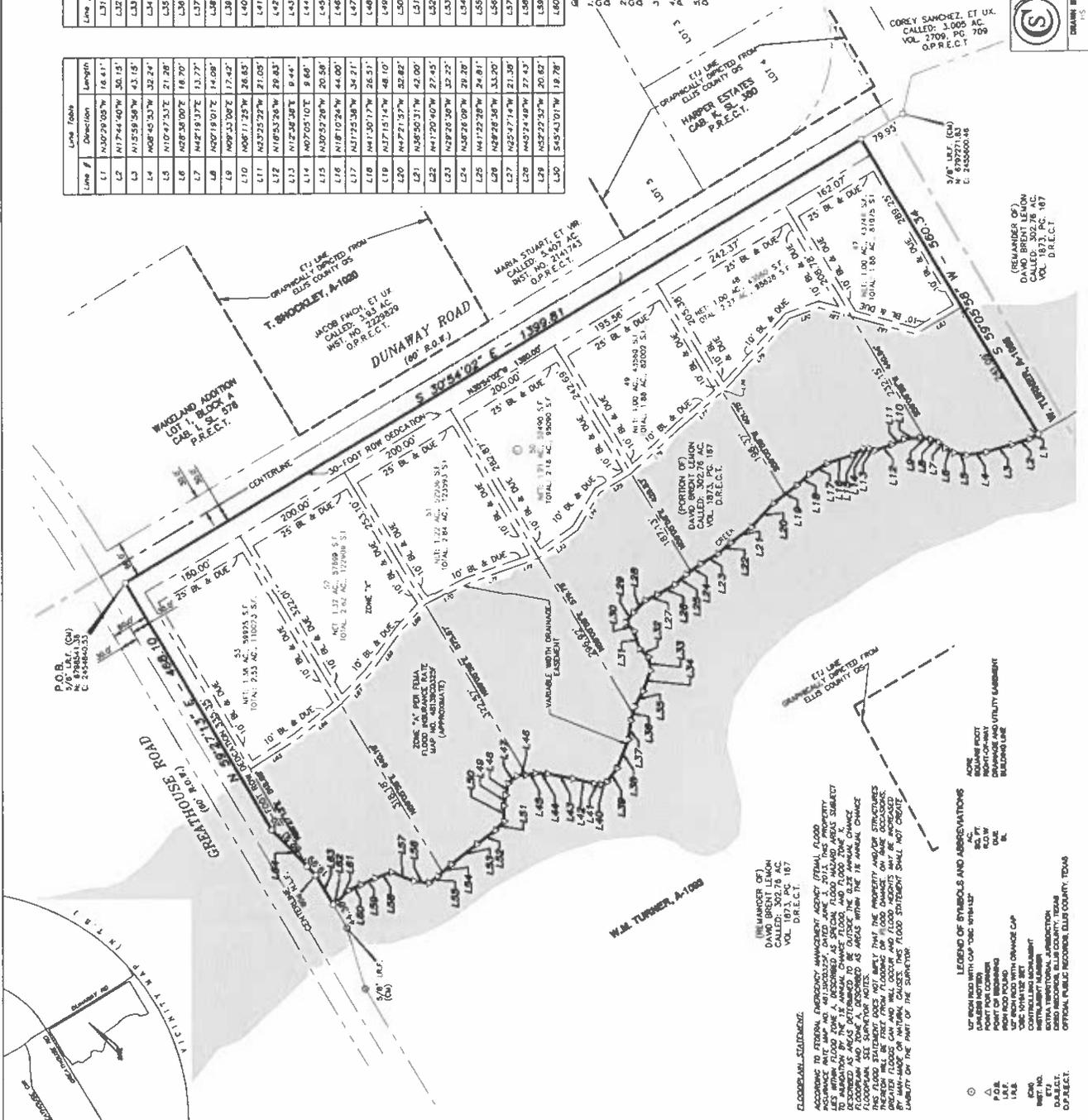
FINAL PLAT
RANCH AT STONE HILL
PHASE TWO
 LOTS 47-53, BLOCK F
 BEING 7 LOTS &
 BEING 17,585 ACRES
 OUT OF THE
 WALTER M. TURNER SURVEY,
 ABSTRACT NUMBER 1093,
 CITY OF MAYPEARL ETJ,
 ELLIS COUNTY, TEXAS

O'NEAL SURVEYING COMPANY
 205 WINDYBEE, STE. 100
 WYLLIE, TX 75098
 TEL# 972-708-3891
 WWW.ONEALSURVEYING.COM

CREATED BY: [Signature]
 DATE: 11/03/2024
 PROJECT NO.: 27247024
 SHEET NO.: 1 OF 1

Line #	Direction	Length
L32	S47°47'50" W	16.65'
L33	S81°00'24" W	22.11'
L34	N07°10'38" W	35.07'
L35	N02°24'14" W	28.31'
L36	N77°58'58" W	23.58'
L37	N82°43'41" W	31.22'
L38	N65°46'18" W	50.23'
L39	N43°13'28" W	27.81'
L40	N02°01'19" W	10.23'
L41	N07°16'42" W	16.83'
L42	N18°19'43" W	35.50'
L43	N10°51'04" E	41.77'
L44	N01°17'15" W	20.14'
L45	N10°51'38" W	18.38'
L46	N04°43'09" W	14.72'
L47	N41°41'33" W	19.02'
L48	N78°48'57" W	19.12'
L49	N79°24'12" W	17.21'
L50	S87°51'08" W	23.10'
L51	N45°01'03" W	20.75'
L52	N33°40'58" W	38.32'
L53	N39°02'24" W	53.18'
L54	N41°23'20" W	20.04'
L55	N38°18'48" W	18.58'
L56	N07°04'31" E	23.88'
L57	N25°03'58" E	39.62'
L58	N29°14'48" W	27.43'
L59	N24°57'22" W	24.82'
L60	N42°30'44" W	22.12'

Line #	Direction	Length
L1	N42°29'08" W	16.61'
L2	N17°44'40" W	30.15'
L3	N12°58'58" W	43.15'
L4	N08°48'53" W	32.24'
L5	N10°47'53" E	21.28'
L6	N28°38'00" E	18.70'
L7	N42°18'37" E	13.77'
L8	N52°18'01" E	14.08'
L9	N69°33'28" E	17.42'
L10	N09°11'29" W	28.85'
L11	N32°52'29" W	21.05'
L12	N10°52'58" W	29.83'
L13	N12°46'38" E	8.44'
L14	N07°05'10" E	8.61'
L15	N30°52'28" W	20.56'
L16	N18°10'24" W	44.00'
L17	N21°25'38" W	34.21'
L18	N41°30'17" W	26.51'
L19	N47°15'14" W	48.10'
L20	N47°21'57" W	32.82'
L21	N38°50'31" W	42.00'
L22	N17°20'40" W	27.45'
L23	N29°26'50" W	32.22'
L24	N38°28'09" W	29.28'
L25	N17°22'28" W	24.81'
L26	N28°28'58" W	33.20'
L27	N25°47'14" W	21.30'
L28	N29°14'48" W	27.43'
L29	N52°22'50" W	20.82'
L30	S45°43'01" W	18.78'



FLOOD-HAZARD ZONING:
 ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 48130C0217, OVID AREA, FLOOD ZONING MAP NO. 48130C0217, THE SUBJECT TO ADAPTATION BY THE 1% ANNUAL CHANCE FLOOD, AND FLOOD ZONE X, FLOODPLAIN AND ZONE X ARE DISCLOSED AS AREAS WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN SEE SURVEYOR NOTES.
 THE PROPERTY AND/OR STRUCTURES GREATER FLOODING CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE APPROXIMATE PRELIMINARY ESTIMATES. FLOOD PREVENTION SHALL BE THE RESPONSIBILITY OF THE OWNER.
 LIABILITY OF THE PART OF THE SURVEYOR.

LEGEND OF SYMBOLS AND ABBREVIATIONS:
 UP FROM ROAD WITH CAP "C" OR "C" WITH "UP"
 P.O.B. POINT OF BEGINNING
 I.A.S. INTERSECTION
 C.O.C. CENTER OF CURVE
 W.M. WEST MARK
 E.T. ELEVATION
 D.P.R.E.C.T. DEED RECORDATION, ELLIS COUNTY, TEXAS

LEGEND OF SYMBOLS AND ABBREVIATIONS:
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DEPARTMENT OF DEVELOPMENT
 Ellis County
 109 S. Jackson St. Waxahachie, TX 75165

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

March 18, 2024

Ranch at Stone Hill Phase 2
 Greathouse Partners, LLC
 440 Gingerbread Lane
 Waxahachie, TX 75165

Re: Plat Application Submission Action for Ranch at Stone Hill Final Plat (Parcel ID No. 303920)

The Department of Development (DoD) received your plat application for Ranch at Stone Hill Final Plat on March 4, 2024, for 7 proposed lots on ± 17.585 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. An additional 10 ft. of right-of-way dedication is needed for Greathouse Road.
2. Fire hydrants will need to be installed in accordance with the County's subdivision regulations prior to the filing of the final plat.
3. Please update the court signature block to match the attached sample plat.
4. Print the name of the owner's representative underneath the signature block and within the notary's statement.
5. Provide a copy of the recorded deed.
6. Filing fees must be paid prior to the filing of the final plat.
7. Approval from the County Engineer's Office for this proposed subdivision must be provided prior to the filing of the final plat.
8. A tax certificate is needed for parcel id number 303920.

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 **April 2, 2024**.

Staff will need the items listed below delivered to our office by no later than **Thursday March 29, 2024, 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

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

ELLIS COUNTY COMMISSIONERS COURT		April 2, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	Matthews Farms Addition Phase One Lot 2 Block B Amending Plat Pct. No. 4 AGENDA ITEM NO. 1.11		

CAPTION:
 Ratify staff action on an amending plat of Matthews Farms Addition, Phase One Lot 2, Block B. The ± 2.00-acre site is located ± 1,121 feet southwest of the intersection of Marion Road and Norrell Road, in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Road and Bridge Precinct No. 4.

- CASE TYPE:**
- Bond/Letter of Credit
 - Plat/Plat-related
 - Regulation Amendment
 - Variance Request
 - Misc.

PARCEL ID OR ADDRESS:
 Parcel ID No. 295694

APPLICANT(s):
 Stephanye Escobedo and
 Deborah Lemoine

- 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 September 21, 2022. The proposed amending plat affects one (1) lot within the subdivision, and no new lots are proposed. The correction sought is to remove the shared driveway easement shown. The shared driveway easement is not required because Marion Road is not part of the County's thoroughfare plan.

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:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Marion Road	Local (60')	0 ft. (previously dedicated)	Yes

WATER SOURCE:

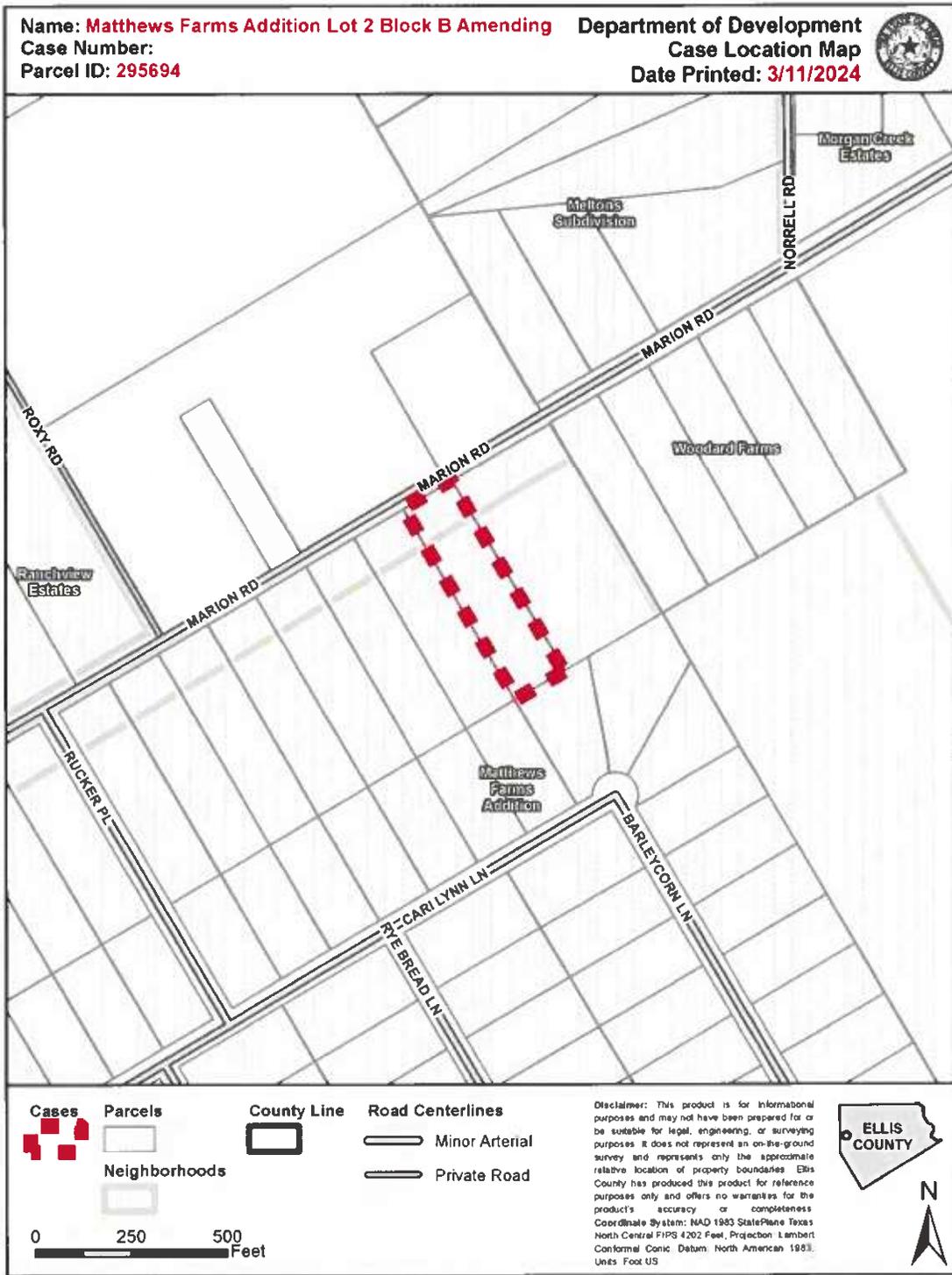
PROVIDER	LINE SIZE	Date of Confirmation
Mt. Peak SUD	n/a	2022

NOTICE REQUIREMENTS (if applicable):

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

ANALYSIS:
 As Marion Road is not listed as a thoroughfare road, staff supports this request. Staff reviewed this plat and **conditionally approved** it on March 18, 2024. Since the date of the letter, the applicant has met the conditions listed in Attachment No. 3.

Ratification from the Commissioners Court is needed to finalize the approval process.



-97.040975 32.368342 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 3/11/2024 G:\GIS\Maps\Templates\Ellis County Layout\11 DODDOD 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

March 18, 2024

Stephanie Escobedo & Deborah Lemoine
2501 31st Street
Kenosha, WI 53140

Re: Plat Application Submission Action for Matthews Farms Addition Phase One Lot 2, Block B Amending Plat (Parcel ID No. 295694)

The Department of Development (DoD) received your plat application for Matthews Farms Addition Phase One Lot 2, Block B Amending Plat on March 4, 2024, for 1 lot on ± 2.00 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Please update the court signature block to match the attached sample plat.
2. Add the OSSF statement and signature line to match the sample plat.
3. A tax certificate for parcel id number 295694 is required to file the amending plat with the County Clerk's Office. This certificate may be obtained at the Tax Assessor'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 **April 2, 2024**.

Staff will need the items listed below delivered to our office by no later than **Thursday March 29, 2024, 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

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.*

ELLIS COUNTY COMMISSIONERS COURT		April 2, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	Peak Living Addition Preliminary Plat Pct. No. 4 AGENDA ITEM NO. 1.12		

CAPTION:

Ratify staff action on a preliminary plat of Peak Living Addition. The ± 10.021-acre site is located on the northeast corner of the intersection of FM 664 and Bob White Road, situated in the H. Bigham Survey, Abstract No. 114, Waxahachie, 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. 295055

APPLICANT(s):

Ecosium LLC,
Naddy Gueremi

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 a preliminary plat for 2 (two) proposed lots along a state-maintained and county road with an interior road.
- Should the Commissioners Court approve this preliminary plat, the applicant's next step would be to submit civil plans for this proposed subdivision to the County Engineer's Office for review and approval before the start of construction.
- Per the adopted regulations, preliminary plats shall expire eighteen (18) months after approval if no civil plans or final plat are submitted. Staff may approve a one-time extension of six (6) months upon written request by the applicant.
- On February 19, 2024, the City of Waxahachie approved Ordinance No. 3453, a petition for release from their ETJ for this property.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
FM 664 (N/S)	Minor (80'-100')	0 ft.	Yes
FM 664 (E/W)	Minor (80'-100')	0 ft.	Yes

WATER SOURCE:

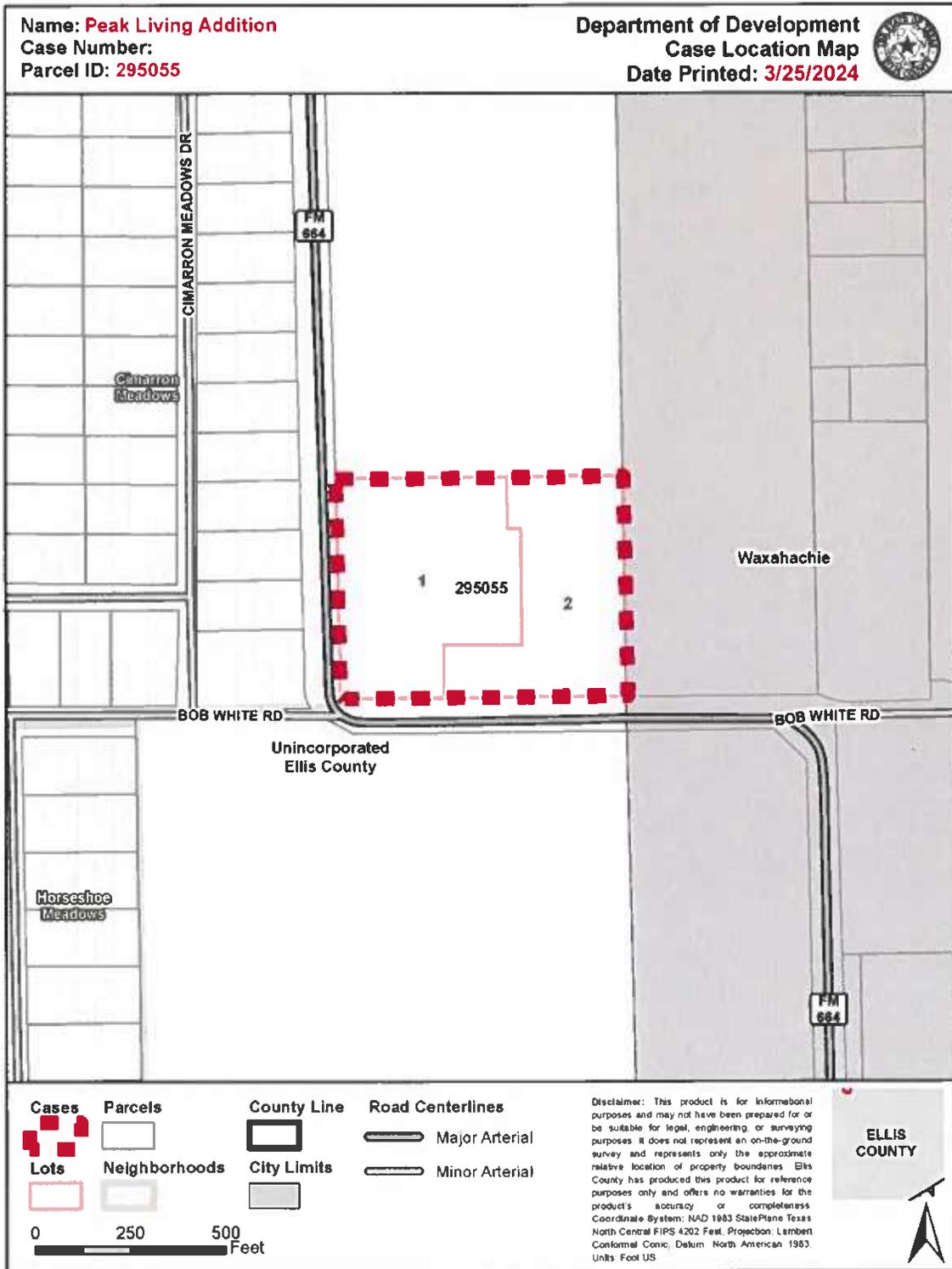
PROVIDER	Line Size	Date of Confirmation
Sardis Lone Elm	12-inch	2/27/2024

NOTICE REQUIREMENTS (if applicable):

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

ANALYSIS:

Staff reviewed this plat and **conditionally approved*** the initial submittal on March 18, 2024, provided that the conditions are met within Attachment No. 3. Ratification from the Commissioners' Court is needed to finalize the approval process.



-96 883870 32 478424 Author: nick magnis GIS@co.ellis.tx.us Date Printed: 3/25/2024 G:\GIS\maps\templates\Ellis County Layouts\111 DODD00 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

March 17, 2024

Ecosium, LLC
 Naddy Guermi
 306 Brothers Blvd
 Red Oak, TX 75154

Re: Plat Application Submission Action for the Peak Living Addition Preliminary Plat (Parcel ID No. 295055)

The Department of Development (DoD) received your preliminary plat application for the Peak Living Addition on March 4, 2024, for 2 proposed lots on ± 10.021 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Add the ownership recording information (instrument no. 2220693) to the written description.
2. Add building lines and easements as shown within the sample plat.
3. Update the owner's certificate and statement to match the attached sample preliminary plat.
4. Add the OSSF statement and signature line.
5. Fire Hydrants may be required to be installed in accordance with the County's subdivision regulations. Installation must be completed prior to the filing of the final 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 **April 2, 2024**.

Staff will need the items listed below delivered to our office by no later than **Thursday March 28, 2024, 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/ or signing of the plat. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court, along the submittal of any documentation listed within the above conditions before it can be considered approved.**

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
 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.*

ELLIS COUNTY COMMISSIONERS COURT		April 2, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	TerraVista Phase 1,2,3,4,5 Preliminary Plat Pct. No. 4 AGENDA ITEM NO. 1.13		

CAPTION:

Ratify staff action on a preliminary plat of TerraVista, Phases 1-5. The ± 472.494-acre is located at the southwest corner of FM 813 and Windham Road, situated in the Nathan M. Newsome Survey, Abstract No. 801 and the Elizabeth Rice, Abstract No. 927, and the Conrad Travis Survey, Abstract No. 1079, Waxahachie, 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. 190063, 188546, 138038

APPLICANT(s):

Wax 480 Partners, LLC,
JBI Partners, Inc.

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 submitted a preliminary plat for 1,949 proposed lots, with the breakdown of lots as follows:
 - 1,944 residential lots
 - Two (2) amenity center lots
 - One (1) school lot
 - One (1) lift station lot
 - One (1) multi-family lot
- TerraVista is part of the Ellis County Municipal Utility District No. 4.
- All proposed lots will have water, stormwater, and wastewater services provided through the municipal utility district; therefore, lots within TerraVista are not subject to the County’s adopted septic order and are reviewed in accordance with the Special District Regulations (Section V) of the Ellis County Quality Growth Initiatives.
- This property was withdrawn from the City of Waxahachie’s ETJ on December 18, 2023, City Ordinance No. 3440.
- If approved, the County Engineer’s Office requests that a downstream assessment and traffic study be supplied at the time of civil plan submittal.
- The Commissioners Court approved a set of thoroughfare plan amendments for this project on March 19, 2024 (Agenda Item No. 1.3). Below is a list of road classification changes contained within the amendment request that are remaining in full force and effect:
 - Shifting the original north/south principal arterial (120 ft) ± 1,150 feet to the east and reducing it to a minor arterial (80 feet).
 - Remove a portion of the original north/south principal arterial (120 feet) on the west side of the Brazos Electric site.
 - Addition of the east/west minor arterial (80 feet) that swings to the north and runs ± 800 feet west of the existing Windham Road that ties into FM 813.

- Shifting the proposed FM 387/FM 813 alignment from tying near Gibson & Broadhead by hugging the eastern portion of the northern tract, passing Windham Road, and dead-ending into Broadhead Road instead.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
FM Hwy 813	Minor (80'-100')	40'	Yes
Windham Rd.	Local (60')	30'	Yes
Broadhead Rd.	Major (100'-120')	60'	Yes
Vibrant Blvd. (future road)	Minor (80'-100')	80'	Yes
Talus Rd. (future road)	Minor (80'-100')	40'	Yes
TerraVista Dr.	(Minor 80'-100')	80'	Yes
Vita Blvd.	Major (100'-120')	120'	Yes

WATER SOURCE:

PROVIDER	Date of Confirmation
Rockett SUD	2/26/2024

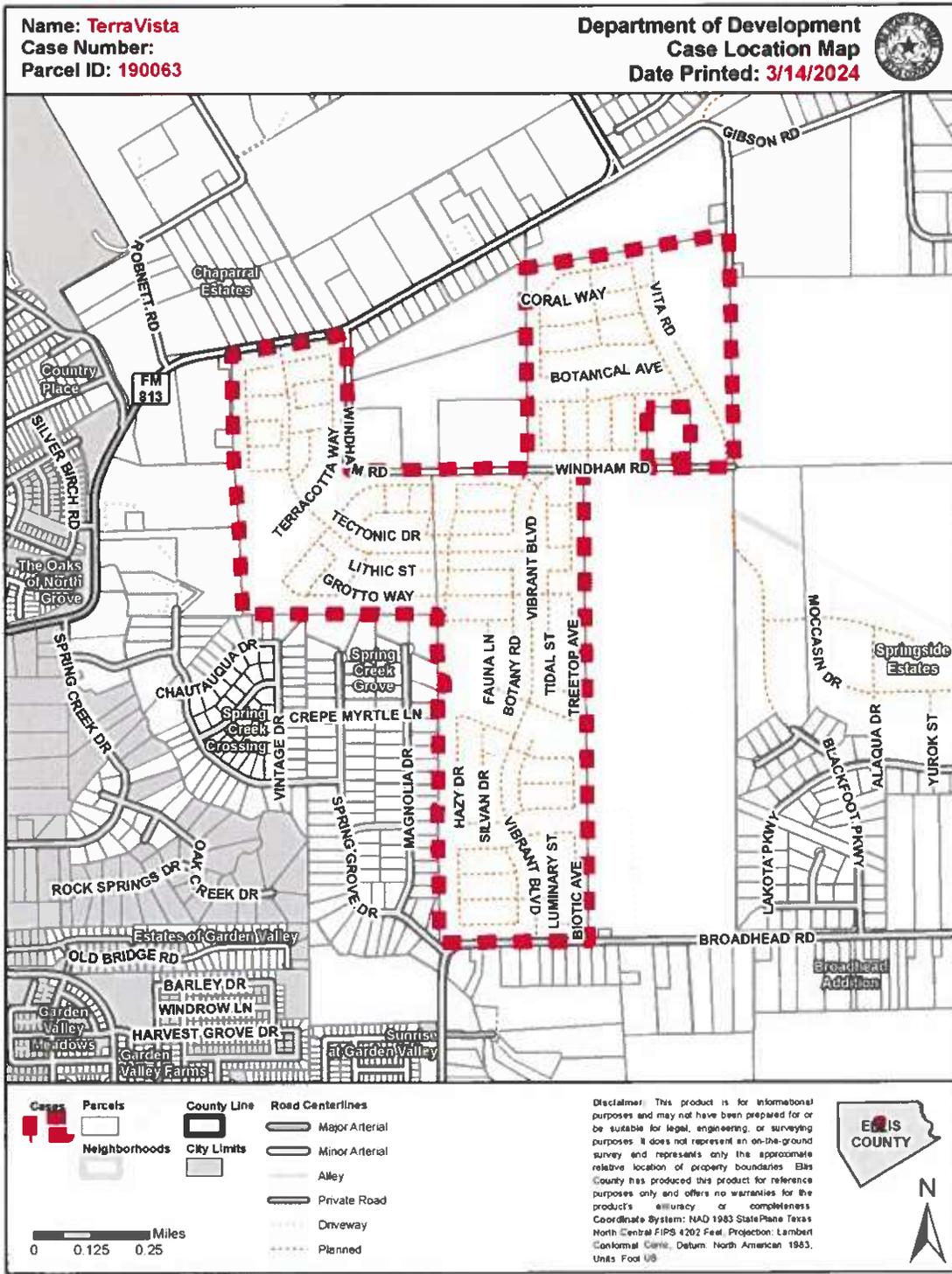
NOTICE REQUIREMENTS (if applicable):

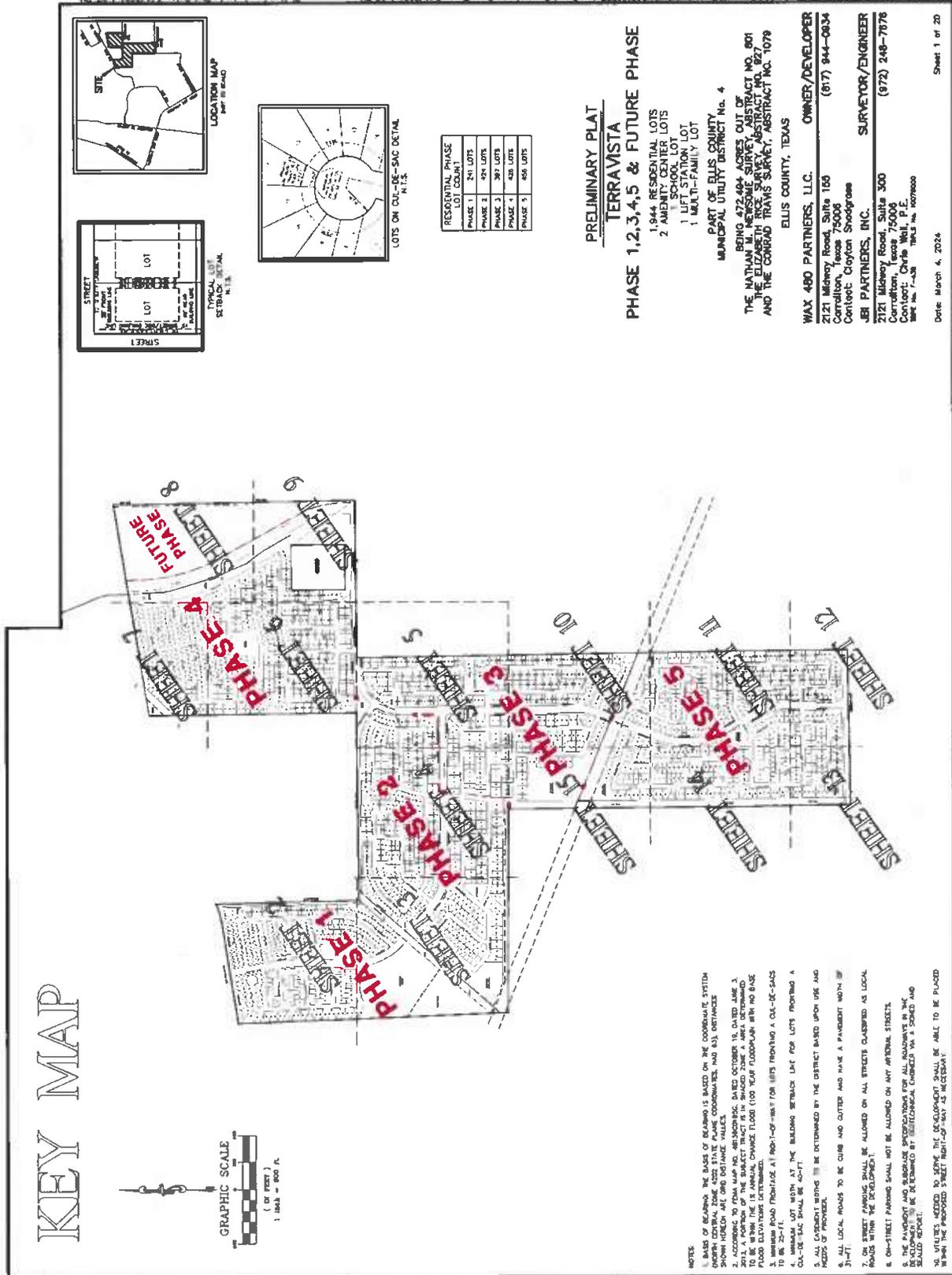
NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

ANALYSIS:

Staff reviewed this plat and conditionally approved* it on March 19, 2024. Since then, the applicant has met the conditions in the plat determination letter.

Ratification from the Commissioners Court's ratification is needed to finalize the approval process and have them submit civil plans for review.





PRELIMINARY PLAT
TERRAVISTA
PHASE 1,2,3,4,5 & FUTURE PHASE

1,944 RESIDENTIAL LOTS
2 AMENITY CENTER LOTS
1 SCHOOL LOT
1 LIFT STATION LOT
1 MULTI-FAMILY LOT

PART OF EL PASO COUNTY
MUNICIPAL UTILITY DISTRICT No. 4

BEING 472.404 ACRES OUT OF
THE NATHAN M. NEWSOME SURVEY, ABSTRACT NO. 801
THE ELIZABETH TRACT SURVEY, ABSTRACT NO. 827
AND THE CORRIDOR TRAVIS SURVEY, ABSTRACT NO. 1079
EL PASO COUNTY, TEXAS

OWNER/DEVELOPER
WAX 480 PARTNERS, L.L.C.
2121 Midway Road, Suite 105
Correllton, Texas 75006
Contact: Clayton Snodgrass

SURVEYOR/ENGINEER
LBI PARTNERS, INC.
2121 Midway Road, Suite 300
Correllton, Texas 75006
Contact: Chris Weil, P.E.
Map No. 1-20
Title No. 100000

Date: March 4, 2024

Sheet 1 of 20



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

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

March 19, 2024

Wax 480 Partners, LLC
 Contact: Clayton Snodgrass
 2121 Midway Road, Ste. 155
 Carrollton, TX 75006

Re: Preliminary Plat Application Submission Action for TerraVista Phases 1-5 & Future Phase Preliminary Plat (Parcel ID No. 190063, 188546, 138038)

The Department of Development (DoD) received your preliminary plat application for TerraVista Phases 1-5 & Future Phases on March 4, 2024, for 1,944 proposed residential lots on ± 472.494 acres. After staff review, the Director of Planning & Development deems this plat application as preliminarily approved*, subject to Court granting the variance requests listed below in addition to the following conditions and/or requirements:

1. Please confirm FEMA floodplain panel number (48139C0180G).
2. Please add a plat note regarding City of Waxahachie Ordinance No. 3440 authorizing the release of the property from the ETJ of the City of Waxahachie.
3. Please add a plat note with the court order number (order number to be supplied once available) regarding Court approval of the thoroughfare plan realignment request.
4. Lot 48, Block A is missing from the plat drawing.
5. There are two Block B's shown on the plat drawing.
6. There are two Block E's shown on the plat drawing.
7. There are two Lot 25's, Block DD shown on the plat.
8. Label Lot 96 Block I as 96X, Block I.
9. Label the bottom match sheet on sheet 5.
10. Label the top match sheet on sheet 15.
11. Label the right-of-way width on sheet 6 for Talus Road.
12. How will the save & except tract (shown on sheet 9) have access to a public road?
13. Please shade in the floodplain areas.
14. In reviewing the preliminary plat in accordance with the County's subdivision regulations, it has been determined that a variance request number 3 for the overall minimum right of way width for internal neighborhood roads, as well as variance request number 4 for the overall pavement width is not required.
15. It has been determined that variance request number 5 is not required since the proposed roads will be privately maintained.
16. Variance request number 6 – a request that the pavement and subgrade to be determined per the geotechnical request must be approved by Commissioners' Court. The outcome of this request should not impact the technical review of the preliminary plat.
17. Variance request number 7 – a request to allow for utilities to be placed within the proposed right of way dedication within the development must be approved by the Commissioners' Court. The outcome of this request could impact the overall review of the preliminary plat. Should the Court not grant approval for this request, a revised preliminary plat must be submitted for approval labeling the easements outside of the right-of-way.

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



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🌐: ellispermits.com

18. A downstream assessment and traffic impact study will need to be supplied at the time of civil plan submittal to the County Engineer's Office.
19. This application must meet the requirements of the Ellis County Growth Initiatives Vol. I, II, III prior to the submission of the final plat application.

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

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 adapted regulations does not invalidate said regulation & still requires compliance.*

COMMISSIONERS COURT AGENDA REQUEST

2.2

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

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

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** 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: 03.26.2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing and Contracting

ADDRESS: 101 W. Main Street, Suite 102, Waxahachie, Texas 75165

PREFERRED DATE TO BE PLACED ON AGENDA: April 2, 2024

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

Discussion, consideration, and approval to purchase annual VEMACS Support and VoteSafe Support from VOTEC Corporation and authorize payment for the first year in the amount of \$61,746.72 using the approved Sole Source Exemption (Minute Order #308.23).



Agreement dated this _____ day of _____, 2023 by and between Ellis County, a political subdivision of the state of Texas, hereinafter referred to as the LICENSEE, and VOTEC CORPORATION of San Diego, California, hereinafter referred to as LICENSOR, for the installation, training, and licensing of the following Software, hereinafter referred to as LICENSED SOFTWARE, to LICENSEE under the terms and conditions contained herein.

(Numbered headings used in this Agreement are for the convenience of the reader and do not add meaning to the Agreement.)

1. LICENSED SOFTWARE:

All screens, reports, and batch processes to support the mandated or otherwise agreed upon database functions of LICENSEE in the following areas:

VEMACS Product

- Voter Registration
- Mapping (districts, precincts, streets)
- Election Initiation
- Mail Ballots / Absentee Voting
- Polling Locations
- Poll Workers
- Petition Checking
- Administrative
- State voter registration system Support
- Imaging for all of the above
- Electronic Pollbook API

Oracle products are not licensed by this Agreement alone. Oracle products are sub-licensed by a combination of this Agreement and the "VOTEC ELLIS County Oracle Sublicense Agreement 2023.11.14".

2. INSTALLATION SITE AND COMPUTERS

LICENSED SOFTWARE is licensed for use on computers operated by the LICENSEE in support of voter data management and elections data management within LICENSEE's jurisdiction.

3. LICENSE

LICENSOR agrees to grant, and LICENSEE agrees to accept, on the following terms and conditions, for valuable consideration the sufficiency of which is hereby acknowledged, a non-exclusive LICENSE to use the LICENSED SOFTWARE as set forth in this agreement.



4. SOFTWARE REGISTRATION AND PROTECTION

LICENSEE agrees that the LICENSEE in the conduct of its business shall use the LICENSED SOFTWARE set forth hereinabove. The LICENSEE further agrees that all applicable LICENSOR copyrights and patent rights plus all LICENSOR copying protection, and security provisions will be strictly observed by LICENSEE, its employees, agents, and representatives.

5. PROTECTION AND SECURITY

LICENSEE acknowledges that the LICENSED SOFTWARE constitutes a valuable asset of the LICENSOR, and the LICENSOR has proprietary rights and interest in and to the LICENSED SOFTWARE and that portions thereof are confidential. Accordingly, LICENSEE agrees as follows:

- a) LICENSEE may make working copies of the LICENSED SOFTWARE in machine-readable format for backup purposes and in accordance with LICENSEE's standard software backup policies only.
- b) LICENSEE agrees that it shall not make any copies of manuals, flow charts, or other related documents, or portions thereof, directly or indirectly, except for purposes of maintaining voter data and conducting elections within LICENSEE's jurisdiction.
- c) LICENSEE agrees not to reveal the Licensed SOFTWARE materials including manuals, flow charts, program code, and related materials to anyone other than LICENSEE's employees and consultants except in the event of catastrophic interruption of LICENSOR's business or as otherwise required by law.

Should the LICENSEE need to reveal to consultant(s) what has been described above as proprietary to VOTEC, LICENSEE shall have the consultant or a representative with authority to bind the consultant sign and date a copy of this license stating: "On behalf of <consultant>, I have read and understand and agree to the provisions of this license agreement."

6. PATENT AND COPYRIGHT INDEMNIFICATION

LICENSOR agrees to defend and hold LICENSEE harmless from any patent, trade secret, or copyright infringement claim arising out of LICENSEE's use of the LICENSED SOFTWARE.

7. LIMITATION OF LIABILITY

LICENSOR shall not be liable for any loss or damage, consequential or otherwise, caused by LICENSEE employees, agents, or representatives occurring out of or in connection with the use or performance of the LICENSED SOFTWARE. LICENSOR may license the LICENSED SOFTWARE to other customers without any consideration or liability to LICENSEE whatsoever.

8. TERMINATION

This is a renewable annual license for continual use by LICENSEE so long as no un-remediated breach of Section 4 (SOFTWARE REGISTRATION AND PROTECTION) and Section 5 (PROTECTION AND SECURITY) or a failure to pay license fees when due has led to termination of this license. Conditions for remediation are at the sole discretion of LICENSOR.



VOTEC Corporation Software License Agreement

This may be terminated by the LICENSOR at any time, with thirty (30) days written notice, if LICENSEE fails to comply with any of the terms, conditions or provisions of Sections 4 or 5 of this License or the payment of fees for the LICENSEE's Warranty, Support, and Maintenance Agreement.

In the event of default by LICENSEE of any of the terms of Sections 4 or 5 of this Agreement and a subsequent termination by LICENSOR, LICENSOR shall be entitled to immediate possession of the LICENSED SOFTWARE and LICENSEE shall forthwith return all copies and related documents and materials.

LICENSEE shall be allowed continued use of the LICENSED SOFTWARE for up to 120 days upon written notice to LICENSOR in order to conclude work on elections whose election date is within the 90 days following written notice of termination.

9. GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

This Agreement is not assignable and any attempt to assign any rights, duties or obligations under this Agreement will be void.

These terms and conditions are severable and should any be deemed invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect.

All rights and remedies of the parties hereto, whether evidenced hereby or by any subsequent agreement, instrument, or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

10. ACCEPTANCE

Acceptance by LICENSOR:

Acceptance by LICENSEE:

VOTEC Corporation

Ellis County, Texas

Authorized Signature

Authorized Signature

Name and Title

Name and Title

Date

Date



VOTEC Software License Oracle Sub-License Addendum

The following addendum is attached to and made a part of all VOTEC Software License Agreements for software using Oracle as a foundation. VOTEC software using Oracle as of March 2020 are VEMACS[™], VoteSafe[™], BallotBoard[™], and PollTag[™] (all trademarks property of VOTEC).

The following terms and conditions are required by Oracle Corporation to use the Oracle products required to run VOTEC products unless your organization licenses the required Oracle products from Oracle directly or from another Oracle authorized agent.

Definitions:

Application Package – Software authored by VOTEC to service business functions of the End User and licensed by the End User from VOTEC

End User – This is the government entity licensing an Application Package

End User License Agreement – The license agreement for the Application Package between VOTEC and the governmental entity licensing the Application Package

- (1) Use of Oracle programs licensed under this Agreement shall be limited to use by the legal entity that executes the VOTEC End User License Agreement.
- (2) Use of Oracle programs licensed under this Agreement shall be restricted to the scope of the VOTEC application package licensed by the VOTEC End User License Agreement. Use of the Oracle programs shall be restricted to the business operations of the End User. End User may permit agents or contractors to use the Application Package on the End User's behalf for the End User's internal business operations as described above, subject to the terms of the End User License Agreement. For Application Package that includes programs that are specifically designed to facilitate interactions between the End User and the End User's customers and suppliers, you may permit your customers and suppliers to use the Application Package in furtherance of such interactions subject to the End User License Agreement. The End User shall be responsible for its agent's, contractor's, customer's and supplier's use of the Application Package and compliance with the End User License Agreement.
- (3) Oracle and in the event Oracle is licensing third party software along with its own software that third party licensor also shall retain all ownership and intellectual property rights to their respective programs.
- (4) End User is prohibited from assigning, giving, or transferring the programs and/or any Oracle provided services or any interest in them to another individual or entity.
- (5) End User is prohibited from (a) use of the programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) removing or modifying any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) making the programs available in any manner to any third party for use in the third party's business operations; and (d) having title to any of the programs referenced by the End User License Agreement passing to the End User or any other party.
- (6) End User is prohibited from reverse engineering, disassembly, or decompilation of the programs. End User is prohibited from reviewing Oracle data structures with the exception



of the data structures developed in Oracle by VOTEC. End User is prohibited from duplication of the programs except for a sufficient number of copies of each program for the End User's licensed use and one copy of each program media.

- (7) End User must hereby disclaim, to the extent permitted by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs.
- (8) End User, upon termination of the End User License Agreement, must discontinue use of the Oracle programs and destroy or return all copies of the Oracle programs and documentation.
- (9) End User must not publish of any results of benchmark tests run on the Oracle programs.
- (10) End user must not export the licensed programs.
- (11) Programs are subject to a restricted license and can only be used in conjunction with the Application Package.
- (12) Oracle disclaims any obligations to the End User that are not explicitly agreed between Oracle and VOTEC. VOTEC is a member of the Oracle Partner Network and maintains subscriptions to support services from Oracle. These define obligations of Oracle to VOTEC and do not included obligations to the End User.
- (13) End User must allow audit of the use of the programs by End User. This includes providing reasonable assistance and access to information in the course of such audit. End User shall permit VOTEC to perform such audit at Oracle's request and report the audit results to Oracle. Oracle shall not be responsible for any of the end user's costs incurred in co-operating with the audit.
- (14) Oracle is hereby designated as a third party beneficiary of the End User License Agreement.
- (15) This Agreement excludes the application of the Uniform Computer Information Transactions Act to the terms and conditions of this Agreement.
- (16) Oracle may provide source code as part of the standard shipment of programs licensed under this Agreement, which source code shall be governed by the terms of the End User License Agreement.
- (17) In the event that Third Party Technology may be licensed to the End User to work with the Oracle programs and the Application Package, such Third Party Technology is licensed to the End User only for use with the Application Package under the terms of the third party license agreement specified elsewhere in the End User License Agreement. Third Party Technology is licensed according to the third party's license as included or stated elsewhere in the End User License Agreement. Any Third Party Technology is not covered by the terms (1) to (16) just above.

End User agrees to inform VOTEC promptly if End User becomes aware of any breach of the End User License Agreement.

ACCEPTED by ELLIS COUNTY

ACCEPTED by VOTEC

Signature: _____

Name / Title: _____

Date: _____



VOTEC Software Maintenance, Warranty, and Support Agreement

THIS AGREEMENT entered into this _____ day of _____, 2024, between Ellis County, a political subdivision of the State of Texas, hereinafter called COUNTY, and VOTEC Corporation of San Diego, California, hereinafter called VENDOR or VOTEC.

WITNESSETH

WHEREAS, COUNTY requires the services of a VENDOR qualified to provide support, modifications and upgrades to VOTEC proprietary software and hardware used by COUNTY; and

WHEREAS, VOTEC is qualified and willing to provide such services;

NOW, THEREFORE, the parties hereto agree as follows:

DEFINITIONS

LICENSED SUB-SYSTEM. A "LICENSED SUB-SYSTEM" is a set of computer code, validation tables, and associated documentation designed to manage the input, output, and storage of a major class of registration and/or election data.

LICENSED PRODUCT. A "LICENSED PRODUCT" is a set of LICENSED SUB-SYSTEMS sold as one item. VOTEC's products licensed to COUNTY as LICENSED SUB-SYSTEMS as of the Agreement date are VEMACS and VoteSafe.

The license for the LICENSED PRODUCTS licensed to Ellis County is document "VOTEC_VEMACS_Software_License_Agreement_Refresh_2021.12.18" included herein by reference.

LICENSEE. Includes county employees, agents, and representatives.

ARTICLE I – TERM

This Agreement shall be in effect for a Five (5) Year Period beginning on the Effective Date stated in the first paragraph above, covering all elections within the Jurisdiction beginning immediately after the Effective Date (the "Term").

ARTICLE II – SCOPE

Services provided pursuant to this Agreement are for the maintenance and support of products and their sub-systems licensed by VENDOR to COUNTY.

PRODUCT license has been granted using a VOTEC Software License Agreement.



ARTICLE III - VENDOR'S deliverables to COUNTY under this Agreement are as follows:

- 1) Provide warranty support as follows:
 - a) Correct any existing function that does not perform correctly.
 - b) Improve any existing or added function that performs uncharacteristically slowly and delays delivery of Board of Elections services.
 - c) Provide updates to the instructions for functions whose operation changes due to corrections or performance improvements.
 - d) Provide telephone responses, and when requested, written answers to questions from designated Elections and Information Services staff regarding the operation of the LICENSED SUB-SYSTEMS.
 - e) Provide support during COUNTY's scheduled work hours which include extended voting hours during elections.
 - f) Provide 24/7 telephone assistance from the commencement of early voting until the election is certified.

- 2) Provide upgrades to meet State and Federal mandates. Except for simple changes that do not require expedited handling and which will be provided at no additional cost, VOTEC will work with all counties that wish to be involved to define the upgrade plan.
 - a) COUNTY shall provide to VENDOR the requirements in written form which may include flow charts, examples of reports and screens, and performance requirements pertaining to new or updated State and Federal mandates.
 - b) VENDOR shall provide a project and cost estimate for implementing upgrades to the LICENSED SUB-SYSTEMS to keep the COUNTY's LICENSED SUB-SYSTEMS in compliance with State and Federal mandates. The cost estimate is provided for discussion. VOTEC is the final arbiter of necessary charges.
 - c) Components of the upgrades to be provided include:
 - i) Provide new or enhanced screens, batch processes, and reports required to keep the LICENSED SUB-SYSTEMS in compliance with State and Federal Elections Codes.
 - ii) Provide documentation and training for the new and enhanced items.
 - d) Upgrades to be done by VENDOR shall only be undertaken after written authorization by the COUNTY. VENDOR recognizes that some requirements may be handled outside our software by some counties.
 - e) Upgrades to address mandates authorized by multiple VOTEC customers shall be billed to those customers proportional to their most recently invoiced maintenance and support fee.



- 3) Provide upgrades to the LICENSED SUB-SYSTEMS produced without a direct request of COUNTY. These are upgrades produced as a result of a request of another customer or as a result of the desire by VENDOR to improve the product.
 - a) Provide improvements made to the LICENSED SUB-SYSTEMS for other customers as they are mutually agreed to be beneficial to COUNTY's system performance.
 - b) Provide improvements made to the LICENSED SUB-SYSTEMS by VENDOR as part of the LICENSED SUB-SYSTEMS as they are mutually agreed to be beneficial to the performance of COUNTY's system performance.
 - c) Provide technology upgrades to the LICENSED SUB-SYSTEMS as developed by VENDOR and deemed beneficial by the COUNTY.
 - d) Provide documentation for the changes and additions installed.
- 4) Provide upgrades to the LICENSED SUB-SYSTEMS resulting from a direct request of COUNTY. COUNTY shall be billed separately as mutually agreed.
 - a) Provide new or enhanced forms, batch processes, and/or reports as requested by COUNTY and agreed to by VENDOR.
 - b) Provide documentation for the changes and additions installed.

COUNTY shall be notified in writing in advance of any VENDOR technical services which VENDOR considers to be outside the scope of Sections 1-5 of this Article. Work which is to be billed separately shall only be undertaken after written authorization by the COUNTY.

- 5) Provide and manage on behalf of COUNTY elections, an Amazon GOV Cloud environment to run the PollPower™ component of VoteSafe. This environment and service will be billed according to fees specified in "VOTEC - VoteSafe Hosting Fee Schedule for 2023.pdf" which is included by reference
- 6) Maintain an escrow agreement covering the licensed software. VOTEC maintains the following agreement with Lincoln-Parry Escrow. "VOTEC_Lincoln-Parry-Escrow_Agreement_7221.pdf" which is included here by reference.



ARTICLE IV – WARRANTY

VENDOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for the term of this Agreement.

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE.

Notwithstanding any other provision of this Agreement, VENDOR shall defend, indemnify, hold, and save harmless the COUNTY from and against any and all Claims for bodily injury or property damage sustained by or asserted against Purchaser arising out of, resulting from, or attributable to the negligent or willful misconduct of VENDOR, its employees, subcontractors, representatives, and agents; provided, however, that VENDOR shall not be liable herein to indemnify COUNTY against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of the COUNTY, its agents, contractors, subcontractors, or employees.

Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against the COUNTY that alleges that all or any part of the LICENSED PRODUCT or LICENSED SUB-SYSTEMS, or hardware in the form supplied, or modified by VENDOR, or the COUNTY'S use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the COUNTY, upon notice of said violation, shall give VENDOR prompt written notice thereof. VENDOR shall defend, and hold COUNTY harmless against, any such claim or action with counsel as mutually agreed upon by the parties at VENDOR'S expense and shall indemnify the COUNTY against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the COUNTY shall cooperate with and may monitor VENDOR in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as VENDOR may reasonably request with regard to such defense.

If the LICENSED PRODUCT or LICENSED SUB-SYSTEMS becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, VENDOR shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in VENDOR'S sole discretion: (i) promptly replace the LICENSED PRODUCT or LICENSED SUB-SYSTEMS with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the LICENSED PRODUCT or LICENSED SUB-SYSTEMS to make it non-infringing; or (iii) promptly procure the right of the COUNTY to use the LICENSED PRODUCT or LICENSED SUB-SYSTEMS as intended.



ARTICLE V – LIMITATION OF LIABILITY

VENDOR and COUNTY recognize that all software is potentially data dependent and may have bugs that will not surface until a particular data set is processed. Therefore, VENDOR limits potential liability under this warranty to fixing bugs promptly and delivering those fixes at VENDOR's costs unless decided otherwise by a court of competent jurisdiction..

COUNTY is responsible for proofing all outputs of the software including but not limited to reports, letters, web content, and internal content and statistics upon which VENDOR may rely. Financial responsibility for reliance on the outputs of the LICENSED PRODUCT remains with the COUNTY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VENDOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) HOWEVER CAUSED AND ON ANY LEGAL OR EQUITABLE THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY BREACH OF CONDITION(S) OR FUNDAMENTAL TERM(S) OR FOR A FUNDAMENTAL BREACH (S). IN ANY CASE, VENDOR'S AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT RECEIVED BY VENDOR FROM COUNTY FOR THE SOFTWARE MAINTENANCE AND SUPPORT FOR THE THREE MONTHS OF MAINTENANCE AND SUPPORT NEAREST TO AN EVENT TRIGGERING ANY PROPOSED LIABILITY.

THIS LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL SUCH PARTY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT.



ARTICLE V – COUNTY's responsibilities under this Agreement (exclusive of payment)

- 1) Designate a project manager with final responsibility for specifying COUNTY's needs regarding this Agreement.
- 2) Designate an elections office staff member and an information technology staff member to serve as liaison under this Agreement for the exchange of technical information.
- 3) Maintain network access for connection to the servers supporting VOTEC products and to provide monitored access to PC workstations upon request for training and problem diagnosis.
- 4) Submit electronically all requests for technical service including questions for which you wish documented answers.
- 5) Provide problem diagnosis using Elections and Information Services staff to discriminate VENDOR issues from hardware and system software issues prior to forwarding problems to VENDOR. VENDOR staff time to diagnosis problems originating solely from COUNTY purchased hardware and system software shall be billed at VENDOR's then current rate.
- 6) Sign and return "VOTEC ELLIS County Oracle Sublicense Agreement 2023.11.14.docs"

ARTICLE VI – PAYMENT

- 1) In consideration of services specified in this Agreement, the COUNTY agrees to pay VENDOR according to the fees for supporting the VEMACS and VoteSafe application and for hosting in the AWS Cloud according to the schedules attached under the titles: *"VOTEC Warranty Fees for 2022 and Beyond.pdf"* and *"VOTEC - VoteSafe Hosting Fee Schedule for 2023".pdf"*
- 2) Charges for the first year of this Agreement are
 - a) VEMACS \$53,646.72
 - b) VoteSafe \$8,100.00
- 3) The hourly rate for additional programmer services shall be \$250.00 per hour.
- 4) The fees for VEMACS and VoteSafe support covers VENDOR travel expenses for any trip required for VENDOR to provide timely response to Warranty or mandated update needs.
- 5) Payment for shipping charges and phone charges for calls originated by VENDOR shall be the responsibility of VENDOR.
- 6) The costs for hardware and non-VENDOR software arising from VENDOR fulfillment of State or Federal mandates shall be paid by the COUNTY.
- 7) The costs for hardware and non-VENDOR software arising from installation of new technology as mutually agreed by COUNTY and VENDOR shall be paid by the COUNTY.
- 8) Payment is due within 30 calendar days of date invoice is produced after billable services are delivered under this Agreement.



ARTICLE VII - TERMINATION

- 1) This Agreement may be terminated by the COUNTY for the COUNTY's convenience by giving 30 days written notice of termination to VENDOR via certified mail or delivery service.
- 2) This Agreement may be terminated by VENDOR if payment is not made when payment is due by giving 30 days written notice of termination via certified mail or delivery service. COUNTY may cancel the termination by paying in full within said 30 days.
- 3) This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

ARTICLE VIII – CONTRACT EXTENSION

Extension may be by purchase order or by written amendment executed by the parties hereto.

- 1) This contract will be automatically extended on each anniversary unless the COUNTY has given notice of termination or proposed or requested an amendment extending the contract.
- 2) The application software support fees shall not increase more than 4% (four percent) in any one year as long as this Agreement is in effect.
- 3) Hosting fees will be adjusted upward or downwards as AWS and/or Oracle fees are adjusted and as usage requires more or fewer resources.
- 4) The extension of this contract as provided above is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, vendor may elect to terminate this agreement, with no additional liability to the County. County and Vendor agree that termination shall be Vendor's sole remedy under this circumstance.

ARTICLE IX - GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

Notices required by this Agreement shall be in writing and shall be delivered via registered or certified mail or delivery service addressed as follows:

COUNTY: Elections Administrator
 Ellis County
 204 E Jefferson Street
 Waxahachie, TX 75165

VOTEC: President
 VOTEC Corporation
 10920 Via Frontera Suite 110
 San Diego, CA 92127



The parties herein agree that this Contract shall be enforceable in Ellis County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Ellis County, Texas. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

This document and referenced software licenses, fee schedules, and escrow agreement constitute the entire Agreement between the parties and shall not be modified, amended, altered, or changed except through a written amendment signed by the parties.

The terms and conditions contained herein are severable and should any be adjudged invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect. All rights and remedies of the parties hereto, whether evidence hereby or by any other agreement, instrument, or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.



VOTEC Software Maintenance, Warranty, and Support Agreement

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement.

Acceptance by VENDOR:

Acceptance by COUNTY:

VOTEC Corporation

Ellis County, Texas

Authorized Signature

Authorized Signature

Name and Title

Name and Title

Date

Date

The three pages (10 through 12) of this agreement are an Ellis County provided addendum to which the Parties accede by signature below

Acceptance by VENDOR:

Acceptance by COUNTY:

VOTEC Corporation

Ellis County, Texas

Authorized Signature

Authorized Signature

Name and Title

Name and Title

Date

Date



Contract Addendum – Ellis County, Texas

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

- 1. Verifications.** By executing this Agreement, Service Provider verifies that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. TEX. GOV'T. CODE 2271.002. By executing this Agreement, Service Provider verifies that it is not engaged in business with Iran, Sudan, or any company identified on the list referenced in TEX. GOV'T. CODE §2252.152.

- 2. Venue.** This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Ellis County, Texas. TEX. CIV. PRAC. & REM. CODE §15.015 (An action against a county shall be brought in that county). Therefore, any action shall be brought in a state District Court in Ellis County, Texas.

- 3. Open Records.** To the extent, if any, that any provision in this Agreement is in conflict with TEX. GOV'T. CODE §552.001 *et seq.*, as amended (the "*Open Records Act*"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Ellis County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any data, or any part thereof, or other items or data furnished to Ellis County whether or not the same are available to the public. It is further understood that Ellis County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Ellis County, its officers and employees shall have no liability or obligations to Service Provider for the disclosure to the public, or to any person or persons, of any date, or a part thereof, or other items or data furnished to Ellis County by Service Provider in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

- 4. Statute of Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, TEXAS CIVIL PRACTICE & REMEDIES CODE §16.070, as



amended, and any provision to the contrary is hereby deleted.

5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, Ellis County cannot enter into an Agreement whereby Ellis County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted. Article XI §7; Tex. Att'y Gen. Op. DM-467; Tex. Att'y Gen. Op. GA-0176.
6. **Respondeat Superior.** Ellis County shall be responsible for the acts or failure to act of its employees, agents or servants, provided, however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act. TEX. CIV. PRAC. & REM. CODE Chapter 101.
7. **Assignment.** Service Provider shall not assign this Agreement unless Service Provider receives the prior written consent of Ellis County. Any assignment of this Agreement by Service Provider shall be made subject to all the rights and interests of Ellis County.
8. **Payment.** Payment for goods and services under this contract shall comply with the Texas Government Code §2251.021, also known as the "Texas Prompt Payment Act," which requires payment by a governmental entity within 30 days of receipt of the invoice or interest begins to run. *See* Tex. Gov't Code §2251.027 (payment of interest by a political subdivision).
9. **Relationship of Parties.** The relationship between the Parties is solely that of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture.
10. **Child Support Arrearages.** Under TEXAS FAMILY CODE §231.006, the Service Provider certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specific grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate
11. **No Waiver.** In no event, shall any payment made by Ellis County or any act or omission of Ellis County constitute or be construed in any way to be a waiver by Ellis County of any breach or default of this Agreement. Neither shall any payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to Ellis



County to enforce its rights, as such rights, powers, privileges and remedies are specifically preserved. No employee or agent of Ellis County may waive the effect of this provision.

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

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



VOTEC Corporation

VoteSafe™ Annual Hosting Fees for 2023

The VoteSafe PollPower™ management module is hosted in the AWS Gov cloud. The following is how we compute the annual hosting fees. Hosting fees cover cloud charges and VOTEC cloud management services.

VoteSafe Gov Cloud Annual Hosting Fees:

- **\$2,000** base fee
- **\$10** per field system license

AGREEMENT NO. № 7 2 2 1

SOFTWARE ESCROW AGREEMENT
Multi User Plan

BETWEEN:

Lincoln-Parry SoftEscrow, Inc.
400 Inverness Drive, South
Suite 200
Englewood, Colorado 80112

and

Votec Corporation
16980 Via Tazon
Suite 120
San Diego

(called the Escrow Agent)

(called the Licensor)

WHEREAS the Licensor carries on the business of licensing computer software and is desirous of making available severally to certain of its customers, each herein called the Licensee the benefits contemplated by this agreement, and;

WHEREAS the Licensor has granted or shall grant to the Licensee the right to use certain computer programs in object form and has agreed or shall agree to support the programs but wishes to maintain their confidentiality as trade secrets, and;

WHEREAS the Licensee is desirous of being assured that the source code, documentation and related materials for such programs will be made available to it for the purposes of self support if certain events named herein occur;

THEREFORE the parties agree as follows:

1. ESCROW MATERIALS

The computer programs to which this agreement applies are those named in the List of Escrow Programs. A program shall consist of the source code magnetically or optically stored, and such supporting documentation and related materials that are necessary for a reasonably competent programmer to routinely maintain and modify such programs. The programs shall be collectively referred to herein as the Software.

2. BENEFICIARIES

All Licensees of the Software shall separately become a beneficiary hereunder upon the filing by the Licensor with the Escrow Agent of a notification in the form described in Schedule C and shall have full standing under this agreement as though signed by each of the Licensees.

3. DELIVERY AND CERTIFICATION

The following procedure shall be adopted for the presentation and certification of the Software into escrow.

(a) Within 10 days after the signing of this agreement by both parties, the Escrow Agent shall supply to the Licensor a

standard sized container, which is capable of being sealed, and in which the Software shall be stored.

(b) The Licensor shall thereupon deposit the Software into the said container, identifying it by name and release number, and shall certify as to the authenticity of the contents in the sealed container on the form supplied by the Escrow Agent.

(c) The Licensor shall seal the container and shall deliver it to the Escrow Agent to hold in accordance with the terms of this agreement.

(d) The Licensor will deposit new releases into escrow, and upon the filing by the Licensor with the Escrow Agent of a Direction to Return or Destroy in the form described in Schedule E the Escrow Agent shall return earlier deposits to the Licensor or destroy the earlier deposits as directed.

(e) The Escrow Agent shall hold the container in its sealed state and shall not open, cause or permit it to be opened under any circumstances whatsoever except as may be permitted under this agreement or amendments thereto.

4. EVENTS CAUSING RELEASE

The Software shall be held in escrow by the Escrow Agent until the earliest of the following events:

(a) A cessation of the use of the Software by the Licensee and the termination or expiry of its program license agreement with the Licensor, or the termination or expiry caused or permitted by the Licensee of the Software maintenance and support services portion of the said program license agreement.

(b) A termination of this agreement by consent of the Licensor and Licensee, or the Licensee alone.

(c) The occurrence of any of the following events, and provided in all events that the Licensor has not made suitable alternate arrangements for the continued maintenance of the Software:

1. A petition in bankruptcy, or an assignment for the benefit of creditors of the Licensor is filed by the Licensor, or a third party against the Licensor and is not dismissed within thirty (30) days of its filing;

2. A cessation of normal business operations by the Licensor during the term of this agreement.

3. A failure or refusal by the Licensor to provide the Software maintenance and support services required of it under its program license agreement with the Licensee, which failure has been preceded by a notice in writing to the Licensor that its continued default would cause the Licensee to invoke its rights under this agreement fifteen (15) days after the date of the said notice.

5. RETURN TO THE LICENSOR

The Escrow Agent shall deliver the Software back to the Licensor if any of the events named in Section 4(a) or 4(b) occurs before any of the events named in Section 4(c), provided that a Termination Notice in the form set out in Schedule A and signed by the Licensor and Licensee has been delivered to the Escrow Agent along with the balance of any fees and charges that are due, and further provided that no other Licensee is a beneficiary under this agreement at the time. Where any materials lodged in escrow are to be returned by the Escrow Agent to the Licensor pursuant to the terms of this agreement, the Licensor shall select the method of delivery and the carrier, and shall bear the shipping cost.

6. RETURN TO LICENSEE

The Escrow Agent shall deliver the Software to the Licensee if any of the events named in Section 4(c) occurs before any of the events named in Sections 4(a) or 4(b), provided that the procedure set out below has been followed and the conditions met.

(a) The Licensee has delivered to the Escrow Agent a written request for the release of the Software, accompanied by a sworn affidavit from a senior officer of the Licensee stating the particulars of the reasons for its request with reference to the events named in Section 4 of this agreement.

(b) A copy of the request and affidavit have been delivered by the Escrow Agent to the Licensor in a timely manner, and the Licensor has received at least the notice period named in Section 4(c)(3).

(c) No dispute in writing has been received from the Licensor by the Escrow Agent within fifteen (15) days of the Licensor's receipt of the Licensee's request and affidavit.

(d) The Licensee has signed a non disclosure covenant in the form set out in Schedule B and delivered it to the Escrow Agent.

(e) All outstanding charges under this agreement have been paid to the Escrow Agent, and the Licensee has paid copying charges. The Licensee shall select the method of delivery and the carrier, and shall bear the shipping cost.

7. DISPUTES AND ARBITRATION

If the Licensor enters a dispute as contemplated by paragraph 6(c) then the procedure set out below shall be followed before the Software is delivered to the Licensee.

(a) The Licensor and Licensee shall within ten (10) days after the entering of a dispute name an arbitrator to decide whether the Licensee is entitled to receive the Software. If they are unable to agree upon the selection of an arbitrator then the Escrow Agent shall make the said selection.

(b) The arbitration shall otherwise be conducted in accordance with the Rules for the American Arbitration Association, and the Escrow Agent shall immediately upon the expiry of any appeal period carry out the decision of the arbitration.

(c) In addition to such other powers as may be conferred on the arbitrator under enabling legislation the arbitrator shall be empowered to decide whether an event described in Section 4 has occurred, whether all other conditions for release have been met, and to order or enjoin release. The arbitrator's decision shall be binding. The Escrow Agent shall act upon the decision of the arbitrator immediately after the expiry of any appeal period.

(d) The Licensor and Licensee shall each pay one half of the fees and charges of the arbitration.

8. VERIFICATION PROCEDURE

In order to verify the authenticity of the contents of any container deposited by the Licensor and being held in escrow the Licensee may at any time call for its inspection in the manner and subject to the conditions below:

(a) The Licensee shall notify the Licensor and the Escrow Agent in writing of its demand to inspect the contents of a container, and such notification shall be made at least thirty (30) days in advance of the date appointed for such inspection.

(b) The Escrow Agent shall appoint the location for such inspection.

(c) The Escrow Agent shall attend the appointment time and place and shall thereat produce the sealed container in question.

(d) The contents of the container shall be removed and inspected by the Licensee and a determination made as to whether they are as purported by the Licensor on its certificate.

(e) If the contents are determined to be as purported, they will be resealed and returned to the Escrow Agent to continue to hold in escrow. The Licensee shall pay all costs associated with the inspection, including machine time, operating personnel travel, food, lodging and a reasonable per diem fee for the attendance of all the parties attending at the inspection.

If the contents of the container are determined not to be as purported, then the Licensor shall pay all of the costs named above and shall also forthwith deliver to the Escrow Agent a copy of the authentic software as purported on the Licensor's certification, and the Licensee may first verify that the same are authentic.

9. DUTIES OF ESCROW AGENT

(a) The Escrow Agent shall store the sealed containers in a safe and secure location of its own choosing.

(b) The Licensor may direct the Escrow Agent to store the sealed containers in a location selected by the Licensor, in which event the Escrow Agent shall comply

with such direction provided that access to the location is under the Escrow Agent's control and that any additional cost incurred by the Escrow Agent in using the site are paid by the Licensor.

(c) The Licensor represents that the Software does not require any storage conditions other than office environment conditions. The Escrow Agent shall exercise reasonable judgment in the handling of the Software in event of a dispute and shall not be liable to either party except for grossly or deliberately negligent conduct.

10. FEES, CHARGES AND TERM

The Licensor shall pay to the Escrow Agent the following fees and charges:

(a) An annual fee of \$540.00 payable upon execution by the Licensor of this agreement and on each anniversary date thereafter unless earlier terminated by either party.

(b) This agreement shall continue thereafter on a yearly basis unless terminated by either party by giving the other at least thirty (30) days written notice prior to any anniversary date, and provided that all named beneficiaries have either ceased to hold a use license for the Software or have consented to the termination of this agreement.

(c) Respecting each issued standard size container in excess of one a fee of \$54.75 per year or part year payable on the anniversary date of this agreement.

(d) Respecting each notice in writing sent by the Escrow Agent a fee of \$27.25 payable on receipt of invoice.

(e) Respecting all expenses incurred by the Escrow Agent for media, copying, shipping or delivery, special storage requested by either the Licensor or Licensee a charge for such amounts disbursed due and payable on receipt of account.

(f) Respecting any attendance made by the Escrow Agent in carrying out its obligation under this agreement or related thereto, travel, lodging and legal representation expenses incurred if any plus the then current per diem attendance fee payable on receipt of invoice.

(g) The term of this agreement shall continue so long as any beneficiary has rights under it.

(h) The Escrow Agent may resign at the end of any year provided that it has delivered at least ninety (90) days prior written notice to the Licensor to find a replacement.

(i) The fees above shall be in force for a period of one year. Thereafter the Escrow Agent may alter the fees provided that any increase is part of a general fee increase.

11. DEFAULT IN PAYMENT

If the Licensor fails to pay any fee or charge on its due date, then the Escrow Agent may, after giving the Licensor and Licensee hereunder thirty (30) days prior written notice to make such payment, terminate this agreement and either destroy or return the escrow materials in its possession at the Escrow Agent's option. The remedies above do not exclude any other remedies that are otherwise available to the Escrow Agent. This notice shall be sent to the Contact and Address provided on the most recently dated Schedule C forms received by the Escrow Agent, and shall be conclusively deemed as having been received upon being sent.

12. INSPECTION

For the purpose of insuring that any sealed container delivered to and held by the Escrow Agent under this agreement remains in a sealed state, either the Licensor or the Licensee may at any time demand to inspect such container at the offices of the Escrow Agent, and the Escrow Agent shall produce such container on a timely basis for inspection.

13. NOTICES

Any notice required to be given in writing under this agreement shall be conclusively deemed to have been given and received when made at the sender's option by fax, email, first class post, courier

or prepaid certified or registered post, return receipt requested, to the respective, fax numbers, email addresses or street addresses appearing on Schedule D or to such other fax numbers, email address or street addresses as the parties may from time to time direct.

14. TITLE

Title to the Software shall remain in the Licensor either in its own right or as agent for the owner. The Escrow Agent shall have title to the physical storage medium but not to the Software residing on it.

15. GOVERNING LAW

This agreement shall be governed in accordance with the laws of the State of TEXAS without giving effect to its conflict of laws provisions.

16. ENUREMENT

This agreement shall be binding upon and enure to the benefit of parties and the beneficiaries named by the Licensor and the assignees of each of them. This agreement may not be assigned by the Escrow Agent without the prior written consent of the Licensor.

17. GENERAL

The Escrow Agent may rely on all documents, notices and communications on their face, and is not required to make further inquiry into their authenticity or the veracity of their contents.

END OF TERMS AND CONDITIONS

IN WITNESS WHEREOF the parties have by their representatives so authorized executed this agreement to go into force on the date below first mentioned.

ESCROW AGENT:
Lincoln-Parry SoftEscrow, Inc.



Authorized Representative

Audrey Lipp

Name

Trust Officer

Title

March 26/02

Date

LICENSOR:
VOTEC Corporation



Representative

Bill Bilyeu

Name

President

Title

March 22, 2002

Date

LIST OF ESCROW PROGRAMS

No.	Program Name	Description	Release No.
1	VEMACS	VOTEC Election Management and Compliance System	5.5
2			
3			
4			
5			
6			
7			

* The Licensor shall deposit updates, if any, to the Software above-listed not less frequently than annually, and such updates shall be considered as included in the Software.

SCHEDULE C - NOTIFICATION

TO: Lincoln-Parry SoftEscrow, Inc.
400 Inverness Drive, South
Suite 200
Englewood, Colorado 80112
Central Fax: 613-839-1362

BE INFORMED THAT THE FOLLOWING

Cuyahoga County, Ohio (Cleveland)

Michael Coletta, Election IS Director
2925 Euclid Avenue
Cleveland OH 44115
216-443-6557

Clark County, Nevada

Larry Lomax, Registrar of Voters
P.O. Box 551761
Las Vegas NV 89155-1761
702-455-2869

Collin County, Texas

Sharon Rowe, Elections Administrator
920 East Park Blvd - Suite 120
Plano TX 75074
972-633-3210

Guilford County, North Carolina

George Gilbert, Elections Director
301 West Market Street
Greensboro, NC 27401
336-373-3836

Chester County, Pennsylvania

Linda Cummings, Director
601 Westtown Road – Suite 150
West Chester PA 19382
610-344-6410

St. Louis County, Missouri

Judy Taylor, Director
12 Sunnen Drive
St. Louis MO 63143
314-951-0100

Fort Bend County, Texas

David Beirne, Elections Administrator
4520 Reading Road – Suite A
Rosenberg TX 77471
281-341-8670

Denton County, Texas

Don Alexander, Elections Administrator
401 West Hickory Street - Suite 125
Denton TX 76201-9026
940-565-8514

McLennan County, Texas

Kathy E. Van Wolfe, Elections Administrator
County Records Building
214 North 4th Street, Suite 300
Waco TX 76701
254-757-5043

Skagit County, Washington

Norma Hickok-Brummett, Auditor
700 South 2nd Street, Room 201
Mt. Vernon WA 98273
360-336-9411

Jackson County, Missouri

Charlene Davis, Director
Independence Square Court House
Independence, MO 64051
816-521-4600

San Luis Obispo County, California

Julie Rodewald, Registrar of Voters
1144 Monterey Street
San Luis Obispo, CA 93408
805-781-5144

Guadalupe County, Texas

J.R. Perez, Elections Administrator
307 W. Court St.
Seguin TX 78155
830-303-6363

Larimer County, Colorado

Jan Kuehn, Deputy for Elections
200 W. Oak Street
Fort Collins, CO 80521
970-498-7859

Douglas County, Colorado

John Green, Deputy County Clerk
301 N. Wilcox St
Castle Rock CO 80104
(303) 663-7643

Weld County

Randy Propp, Deputy County Clerk
1402 17th Avenue
Greeley CO 80631-9563
970-304-6525

Harris County Clerk, Texas

John German, Deputy IT Director

P.O. Box 1525
Houston TX 77251-1525
713-755-5792

Adams County

Carol Snyder, Clerk and Recorder
450 South 4th Avenue
Brighton CO 80601
303-654-6025

Eagle County, Colorado

Damon Baillee, Deputy for Elections
P.O. Box 537
Eagle CO 81631
970-328-8715

Ector County, Texas

Sharon Wilson, Elections Administrator
P.O. Box 11149
Odessa TX 79760-8149
915-498-4030

Arapahoe County, Colorado

Tracy Baker, Clerk and Recorder
5334 South Prince Street
Littleton, Colorado 80166-0001
303-795-4511

City and County of Broomfield, Colorado

Russ Ragsdale, Clerk and Recorder
One DesCombes Dr.
Broomfield CO 80020-2495

Jefferson County, Colorado

Gary Vande Stouwe, Office of the Clerk and Recorder
100 Jefferson County Pkwy
Golden Co 80419
303-271-8169

El Paso County, Colorado

J. Patrick Kelly, Clerk and Recorder
2200 S. Cascade Avenue
Colorado Springs, CO 80903
(719) 520-6216

have become licensed users of those programs included in the Software described or otherwise included in Software Escrow Agreement No. 7221 and bearing date _____ between you and VOTEC Corporation (Licensor) which are listed below and as such become entitled to the rights of a beneficiaries there- under upon filing of this Notification with the Escrow Agent. The Licensee's rights under this Agreement shall relate to the Software in those container(s) held by the Escrow Agent for which the Licensee has a valid license agreement that is not in arrears or otherwise in default, at such time as those rights are exercised.

Programs of the software licensed by the Licensee:

1. VEMACS release 5.5
2. _____
3. _____
4. _____

Licensors: VOTEC Corporation

Bill Bilyeu
Authorized Representative

Bill Bilyeu
Name

President
Title

March 22, 2002
Date



**VOTEC System Warranty, Maintenance and Support Fees
Starting 2022**

VEMACS™ Annual Support Fees

Fees for VEMACS warranty, maintenance, and support are based on adding the base customer support fee plus a fee based on the number of active voters in the most recent November election preceding the first day of the contract year.

The base customer support fee for all customers is: \$1,200.

Per Voter Bracketing Fee:

Voter Bracket	Per Voter	Cumulative
1-20k	\$0.75	\$15,000
20,001 - 30k	\$0.61	\$21,100
30,001 - 40k	\$0.53	\$26,400
40,001 - 50k	\$0.44	\$30,800
50,001 - 70k	\$0.36	\$38,000
70,001 - 100k	\$0.27	\$46,100
100,001 - 200k	\$0.17	\$63,100
200,001 - 400k	\$0.14	\$91,100
400,001 - 800k	\$0.10	\$131,100
800,001+	\$0.087	

The per voter fees are based on cumulative brackets.

For example: The fee for a county with 35,602 active voters is:

\$21,100.00 (fees for first 20,000 voters + next 10,000 voters) plus \$0.53
X the number of voters above 30,000 = \$0.53 x 5,602 = **\$2,969.06**

Total per voter fee : **\$21,100.00 + \$2,969.06 = \$24,069.06**

VEMACS Annual Support Fee Adjustment

A surcharge of 4% per year beginning in 2023 is added to the per voter charge portion of the annual support fee.

Oracle License and Support Fees for VEMACS Running on a County Server

\$100 per user sold by Oracle in multiples of 10.



VEMACS General API Support Fees for Programmer Access to database

FIRST YEAR

\$35,000 - Setup and provisioning of API module, initial API and programmer training

SUBSEQUENT YEARS

\$15,000 per year thereafter for API module support.

\$250 per hour for requirements, design, and customer code reviews AS REQUIRED.

New Employee Training (As Required)

\$8,000 - API programmer training session - Full class is conducted over 3.5 days.

\$250 per hour for additional training.

VEMACS - Third Party Electronic Pollbook API Support Fees for near real time data transfer

Support is charged annually at a rate of 12% of the per voter charge portion of the VEMACS annual support fee.

VoteSafe™ Software Annual Support Fees

Support is charged annually at a rate of 20% of the original license price of \$900.00 per field system.

\$180 each field system in states with large precincts such as Texas and Arizona

\$120 each field system in states with small precincts

Special Order Time and Materials

Special order technical services are offered at \$250.00 per hour.

Expedited Project Fee

An expedited project fee is charged when a customer requests and contracts for a schedule that impacts other VOTEC projects. This creates a need for both resource reallocations and project schedule changes for VOTEC and our customer base. The fee will be negotiated on a case by case basis.

Fees are subject to change on the contract anniversary with 90 days notice.



VOTEC Corporation

- INVOICE -

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

Invoice # 14175
October 1, 2023

Subject: VEMACS Support - 10/01/2023 - 09/30/2024

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

Item	Quantity	Description	Unit Price	Extended
1	10	Oracle per user license for VEMACS Support	\$100.00	\$1,000.00
2	1	Base VEMACS support fee	\$1,200.00	\$1,200.00
3	119,689	VEMACS per voter fee per schedule - 2022		\$49,447.13
4	1	Per Voter Surcharge at 4 percent of VEMACS per voter schedule fee	\$1,999.59	\$1,999.59
		Total		\$53,646.72

Due and payable upon invoice.

Thank you.



VOTEC Corporation

- INVOICE -

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

Invoice # 13974
October 1, 2023

Subject: VoteSafe Support - 10/01/2023 - 09/30/2024

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

Item	Quantity	Description	Unit Price	Extended
1	45	Field System Software Support	\$180.00	\$8,100.00
		Total		\$8,100.00

Due and payable upon invoice.

Thank you.

COMMISSIONERS COURT AGENDA REQUEST 2.3

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

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

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** 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: 03.26.2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing and Contracting

ADDRESS: 101 W. Main Street, Suite 102, Waxahachie, Texas 75165

PREFERRED DATE TO BE PLACED ON AGENDA: April 2, 2024

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

Discussion, consideration, and approval to authorize payment for the annual VEMACS Support Surcharge in the amount of \$18,006.35 using the approved Sole Source Exemption (Minute Order #308.23).



VOTEC Corporation

Date: March 21, 2024
Subject: Important Update Regarding VEMACS Fees

Dear Texas VEMACS Customers,

I am writing to inform you of a necessary adjustment to the VEMACS fees for this year.

As CEO of VOTEC, I am responsible for ensuring the company's financial stability and the well-being of our staff.

I've taken VOTEC through ups and downs for 44 years without needing supplemental funds. I've managed carefully based on long term acquaintance with our customers' typical payment schedules.

I've kept VOTEC and you safe from venture capital.

I've been offered up to \$12M for the company. I declined all offers because the companies didn't understand the technical challenges of VR well enough to assure continuity of service. We know continuity is valued.

In that context, I decided a year ago to add technical staff to best assure that the transition to VEMACS 2.0 will be overly supported in areas that don't normally need full-time support. These areas include cloud provisioning, Oracle configuration, and Oracle tuning as well as additional programming.

I made the decision to hire knowing we would be financially lean. I believed I could finesse cash flow.

That belief ran into speed bumps. Last fiscal year we were thrown for a loop when several of our customers up to seven months late.

These delays, plus mishandling by our payroll / health insurance company caused additional concern.

Based on continuing uncertainty regarding county payment protocols, we need to assure VOTEC staff that they won't suffer any lapses in payroll or health insurance.

We will be financially strong in 2025. Our refreshed products and our new chain of custody software will be market leaders.

However, this year, VOTEC needs our Texas VEMACS customers to pay a 35% surcharge on their most recent VEMACS invoiced per-voter charge. This is a onetime charge. Invoices will be sent this week.

We recognize this late notice could be seen as reflecting poorly on EAs and County Clerks and Tax Assessor-Collectors for not knowing sooner. We take full responsibility. We will discuss with your Commissioners and/or County Managers as you see fit.

If you have questions, please call me.

John Medcalf, CEO

A handwritten signature in black ink that reads "John Medcalf". The signature is fluid and cursive, written over a light blue circular stamp.



VOTEC Corporation

- INVOICE -

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

Invoice # 14219
March 20, 2024

Subject: VEMACS Support

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

Item	Quantity	Description	Unit Price	Extended
1	1	VEMACS 35% Surcharge - 2024	\$18,006.35	\$18,006.35
		Total		\$18,006.35

Due and payable upon invoice.

Thank you.

COMMISSIONERS COURT AGENDA REQUEST 2.4

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

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

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified**. 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: March 27, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing and Contracting

ADDRESS: 101 W. Main Street, Suite 102, Waxahachie, Texas 75165

PREFERRED DATE TO BE PLACED ON AGENDA: April 2, 2024

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

Discussion, consideration and approval of PCO#029 to the Rogers-O'Brien Contract (Minute Order 255.23) for Emergency Generator and Installation Services at Ellis County Central in an amount of \$346,910.00 using American Rescue Plan Act funds.

Estes Electric, Inc.

PO Box 5
 Waxahachie, TX 75168
 TECL #18992

QUOTATION

Quote Number: 4137
 Quote Date: Jan 26, 2024
 Page: 1

Voice: 972 938 8290
 Fax: 972 938 7071

Quoted To:

ROGERS OBRIEN CONSTRUCTION
 1901 REGAL ROW
 DALLAS, TX 75235

Customer ID	Good Thru	Payment Terms	Sales Rep
ROG OBR CON	2/1/24	Net 30 Days	MA

Description	Amount
PLEASE FIND QUOTE TO SUPPLY AND INSTALL 350 KW NG GENERATOR. QUOTE INCLUDES AND EXCLUDES THE FOLLOWING. INCLUDES: 1. GENERATOR AND ATS 2. MATERIAL AND LABOR . EXCLUDES: 1. TAXES 2. CONCRETE PAD 3. FUEL TO GENERATOR 4. BOND 5. UTILITY CO. FEES AND BILLS 6. ROCK DIGGING / TRENCHING 7. REPAIR / REPLACEMENT OF ANY AND ALL CONDUIT / CABLES NOT MARKED 8. ANY AND ALL PAINTING / PATCHING ON WALLS, CEILING, ROOF OR FLOOR 9. COST ASSOCIATED WITH REPAIRS / REPLACEMENT FOR IRRIGATION CONDUIT / CABLES AND ASSOCIATED EQUIPMENT NOT LOCATED AND MARKED 10. ENGINEERING FEES AND DRAWINGS . NOTE: ESTIMATED SHIP TIME IS 26 WEEKS AFTER RELEASE. DUE TO THE FLUCTUATION IN THE COPPER, ALUMINUM AND STEEL MARKET PRICES ARE SUBJECT TO CHANGE AT TIME OF CONTRACT SIGNING DUE TO SHORTAGES IN THE SUPPLY MARKET ESTES ELECTRIC IS NOT RESPONSIBLE FOR DELAYS IN PROJECTS	207,866.72 52,505.61

Subtotal	260,372.33
Sales Tax	
TOTAL	260,372.33

Job ID: JOB-0114
Project: Annex Gen only 350 KW



Bid Brief Form Report

26 Jan 2024 9:17:47

Tax Rate status: Bid **Bid Name:** Base Bid **Bid Template:** BASIC (EXPANDED O&P)

<u>Description</u>	<u>Amount</u>	<u>Subtotal</u>
Material		
Estimated Material	0.00	
Material Adjustment	0.00	
Material Total:		0.00
Labor		
Direct Labor Hours	0.00	
Labor Dollars	0.00	
Indirect Labor	79.75	
Labor Escalation	0.00	
Labor Adjustments	0.00	
Labor Total:		79.75
Quotes		
EMERGENCY GENERATOR		
STEWART & STEVENSON	188,815.00	
EMERGENCY GENERATOR Total:	188,815.00	
Quote Adjustments	0.00	
Quotes Total:		188,815.00
Direct Job Costs		
Estimated DJC	75.00	
DJC Adjustments	0.00	
Direct Job Costs Total		75.00
Taxes		
Material Tax (0.0000%)	0.00	
Quote Tax (0.0000%)	0.00	
Labor Tax (0.0000%)	0.00	
Equipment Tax (0.0000%)	0.00	
SubContract Tax (0.0000%)	0.00	
Taxes Total:		0.00
Pre-Overhead and Profit Subtotal:		188,969.75
Overhead		
Material Overhead (0.00% markup)	0.00	
Quotes Overhead (0.00% markup)	0.00	
Labor Overhead (0.00% markup)	0.00	
Equipment Overhead (0.00% markup)	0.00	
SubContracts Overhead (0.00% markup)	0.00	
DJC Overhead (0.00% markup)	0.00	
Overhead Total:		0.00

Estes Electric Inc.

PO Box 5
Waxahachie, Texas 75168

Phone: 972-938-8290
Web:

Profit

Material Profit (10.00% markup)	0.00
Quotes Profit (10.00% markup)	18,881.50
Labor Profit (10.00% markup)	7.97
Equipment Profit (10.00% markup)	0.00
SubContracts Profit (10.00% markup)	0.00
DJC Profit (10.00% markup)	7.50

Profit Total: 18,896.98

Miscellaneous

Job Tax (0.00%)	0.00
Bond (0.00%)	0.00

Miscellaneous Total: 0.00

Bid Total: 207,866.73

Job ID: JOB-0114
 Project: Annex Gen only 350 KW



Bid Summary Report

26 Jan 2024 9:27:13

Tax Rate status: Bid Bid Name: Base Bid Bid Template: BASIC (EXPANDED O&P)

Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	GENERATOR /UPS	188,815.00	0.83	0.00	0.00	0.00
Sheet Totals:		188,815.00	0.83	0.00	0.00	0.00
Tax:		0.00	0.00	0.00	0.00	

<p>Bid Notes:</p>	<p style="text-align: right;">Sub Total (Quo/Mat/Equip/Sub): 188,815.83</p> <p style="text-align: right;">TAX RATES</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Material:</td><td style="width: 50%; text-align: right;">0.0000%</td></tr> <tr><td>Quote:</td><td style="text-align: right;">0.0000%</td></tr> <tr><td>Labor:</td><td style="text-align: right;">0.0000%</td></tr> <tr><td>Equipment:</td><td style="text-align: right;">0.0000%</td></tr> <tr><td>Subcontract:</td><td style="text-align: right;">0.0000%</td></tr> <tr><td>Job:</td><td style="text-align: right;">0.0000%</td></tr> </table> <p style="text-align: right;">MISCELLANEOUS</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Avg. Lbr. Rate (Cost):</td><td style="width: 50%; text-align: right;">0.00</td></tr> <tr><td>Avg. Lbr. Rate (Bid):</td><td style="text-align: right;">0.00</td></tr> <tr><td>Total Square Feet:</td><td style="text-align: right;">1.00</td></tr> <tr><td>Cost Per Sq. Ft.:</td><td style="text-align: right;">207,866.73</td></tr> <tr><td>Labor \$ Per Sq. Ft.:</td><td style="text-align: right;">0.00</td></tr> <tr><td>Labor Hrs Per Sq. Ft.:</td><td style="text-align: right;">0.00</td></tr> <tr><td>Quantity of Units:</td><td style="text-align: right;">1.00</td></tr> <tr><td>Cost Per Unit:</td><td style="text-align: right;">207,866.73</td></tr> <tr><td>Calc. Adjustment:</td><td style="text-align: right;">0.00%</td></tr> </table>	Material:	0.0000%	Quote:	0.0000%	Labor:	0.0000%	Equipment:	0.0000%	Subcontract:	0.0000%	Job:	0.0000%	Avg. Lbr. Rate (Cost):	0.00	Avg. Lbr. Rate (Bid):	0.00	Total Square Feet:	1.00	Cost Per Sq. Ft.:	207,866.73	Labor \$ Per Sq. Ft.:	0.00	Labor Hrs Per Sq. Ft.:	0.00	Quantity of Units:	1.00	Cost Per Unit:	207,866.73	Calc. Adjustment:	0.00%	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Sub Total:</td><td style="width: 50%; text-align: right;">188,815.83</td></tr> <tr><td>Sales Tax:</td><td style="text-align: right;">0.00</td></tr> <tr><td>Sub Total:</td><td style="text-align: right;">188,815.83</td></tr> <tr><td>Direct Labor \$:</td><td style="text-align: right;">0.00</td></tr> <tr><td>Indirect Labor \$:</td><td style="text-align: right;">79.75</td></tr> <tr><td>Labor Escalation:</td><td style="text-align: right;">0.00</td></tr> <tr><td>Labor Tax:</td><td style="text-align: right;">0.00</td></tr> <tr><td>Direct Job Costs (0.04%):</td><td style="text-align: right;">75.00</td></tr> <tr><td>Prime Cost:</td><td style="text-align: right;">188,970.58</td></tr> <tr><td>Overhead (Avg. 0.00%):</td><td style="text-align: right;">0.00</td></tr> <tr><td>Net Cost:</td><td style="text-align: right;">188,970.58</td></tr> <tr><td>Profit (Avg. 10.00%):</td><td style="text-align: right;">18,896.98</td></tr> <tr><td>Job Tax:</td><td style="text-align: right;">0.00</td></tr> <tr><td>Bond (0.0000%):</td><td style="text-align: right;">0.00</td></tr> <tr><td>Lump Sum:</td><td style="text-align: right;">0.00</td></tr> <tr><td>Selling Price:</td><td style="text-align: right;">207,866.73</td></tr> </table>	Sub Total:	188,815.83	Sales Tax:	0.00	Sub Total:	188,815.83	Direct Labor \$:	0.00	Indirect Labor \$:	79.75	Labor Escalation:	0.00	Labor Tax:	0.00	Direct Job Costs (0.04%):	75.00	Prime Cost:	188,970.58	Overhead (Avg. 0.00%):	0.00	Net Cost:	188,970.58	Profit (Avg. 10.00%):	18,896.98	Job Tax:	0.00	Bond (0.0000%):	0.00	Lump Sum:	0.00	Selling Price:	207,866.73
Material:	0.0000%																																																															
Quote:	0.0000%																																																															
Labor:	0.0000%																																																															
Equipment:	0.0000%																																																															
Subcontract:	0.0000%																																																															
Job:	0.0000%																																																															
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Bond (0.0000%):	0.00																																																															
Lump Sum:	0.00																																																															
Selling Price:	207,866.73																																																															

Estes Electric Inc.

PO Box 5
 Waxahachie, Texas 75168

Phone: 972-938-8290
 Web:

LABOR ADJUST										
ESTIMATED HOURS	ELECTRICAL	MACHINE OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	--	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	--	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	--	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	--	--	--	--	--	--	--	--	--	--
TOTAL ADJUSTED LABOR HOURS:										0.00

DIRECT LABOR							
Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension	
						\$0.00	
AVERAGE DIRECT LABOR RATE:		\$0.00		TOTAL DIRECT LABOR:			\$0.00

INDIRECT LABOR			
Labor Description	Hours	Rate	Ext \$
ESTIMATING	1.00	79.75	79.75
TOTAL INDIRECT LABOR:			\$79.75

DIRECT LABOR TOTAL:	0.00
INDIRECT LABOR TOTAL:	79.75
LABOR ESCALATION:	0.00
LABOR \$ ADJUSTMENT:	0.00
LABOR TAX:	0.00
LABOR TOTAL:	\$79.75
MATERIAL:	0.00
MATERIAL ESCALATION:	0.00
MATERIAL ADJUSTMENT:	0.00
MATERIAL TAX:	0.00
MATERIAL TOTAL:	\$0.83

QUOTES		
Component	Vendor	Amount
EMERGENCY GENERATOR	GENERATORS 4	188,815.00

QUOTED MATERIAL:	188,815.00
ADJUSTMENT:	0.00
QUOTE TAX:	0.00
QUOTED MATERIAL TOTAL:	\$188,815.00

Estes Electric Inc.

PO Box 5
Waxahachie, Texas 75168

Phone: 972-938-8290
Web:

SUBCONTRACTS		
Component	Vendor	Amount

SUBCONTRACTS:	0.00
ADJUSTMENT:	0.00
SUBCONTRACT TAX:	0.00
SUBCONTRACTS TOTAL:	\$0.00

EQUIPMENT		
Component	Vendor	Amount

EQUIPMENT:	0.00
ADJUSTMENT:	0.00
EQUIPMENT TAX:	0.00
EQUIPMENT TOTAL:	\$0.00

DIRECT JOB COSTS	
Description	Dollars
MISC FEES	75.00

DIRECT JOB COSTS:	75.00
ADJUSTMENT:	0.00
TOTAL DIRECT JOB COSTS:	\$75.00
JOB COST w/NO OVERHEAD:	\$188,970.58

OVERHEAD	
MATERIAL OVERHEAD:(0% markup)	0.00
QUOTES OVERHEAD:(0% markup)	0.00
LABOR OVERHEAD:(0% markup)	0.00
SUBCONTRACTS OVERHEAD:(0% markup)	0.00
EQUIPMENT OVERHEAD:(0% markup)	0.00
DJC OVERHEAD:(0% markup)	0.00

TOTAL OVERHEAD:	\$0.00
JOB COST w/OVERHEAD:	\$188,970.58

PROFIT	
MATERIAL PROFIT:(10% markup)	0.08
QUOTES PROFIT:(10% markup)	18,881.50
LABOR PROFIT:(10% markup)	7.98
SUBCONTRACTS PROFIT:(10% markup)	0.00
EQUIPMENT PROFIT:(10% markup)	0.00
DJC PROFIT:(10% markup)	7.50

TOTAL PROFIT:	\$18,896.98
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Estes Electric Inc.

PO Box 5
Waxahachle, Texas 75168

Phone: 972-938-8290
Web:

Job ID: JOB-0112
 Project: Annex Gen labor material



Bid Brief Form Report

26 Jan 2024 9:14:38

Tax Rate status: Default Bid Name: Base Bid Bid Template: BASIC (EXPANDED O&P)

<u>Description</u>	<u>Amount</u>	<u>Subtotal</u>
Material		
Estimated Material	23,304.77	
Material Adjustment	0.00	
Material Total:		23,304.77
Labor		
Direct Labor Hours	239.36	
Labor Dollars	12,955.52	
Indirect Labor	877.25	
Labor Escalation	0.00	
Labor Adjustments	0.00	
Labor Total:		13,832.77
Quotes		
Quote Adjustments	0.00	
Quotes Total:		0.00
Equipment		
BACKHOE		
[no vendor name]	2,500.00	
BACKHOE Total:	2,500.00	
FORKLIFT		
[no vendor name]	6,500.00	
FORKLIFT Total:	6,500.00	
Equipment Adjustments	0.00	
Equipment Total:		9,000.00
Direct Job Costs		
Estimated DJC	852.33	
DJC Adjustments	0.00	
Direct Job Costs Total:		852.33
Taxes		
Material Tax (0.0000%)	0.00	
Quote Tax (0.0000%)	0.00	
Labor Tax (0.0000%)	0.00	
Equipment Tax (8.2500%)	742.50	
SubContract Tax (0.0000%)	0.00	
Taxes Total:		742.50
Pre-Overhead and Profit Subtotal:		47,732.37

Estes Electric Inc.

PO Box 5
 Waxahachie, Texas 75168

Phone: 972-938-8290
 Web:

Overhead

Material Overhead (0.00% markup)	0.00
Quotes Overhead (0.00% markup)	0.00
Labor Overhead (0.00% markup)	0.00
Equipment Overhead (0.00% markup)	0.00
SubContracts Overhead (0.00% markup)	0.00
DJC Overhead (0.00% markup)	0.00

Overhead Total: 0.00

Profit

Material Profit (10.00% markup)	2,330.48
Quotes Profit (10.00% markup)	0.00
Labor Profit (10.00% markup)	1,383.28
Equipment Profit (10.00% markup)	974.25
SubContracts Profit (10.00% markup)	0.00
DJC Profit (10.00% markup)	85.23

Profit Total: 4,773.24

Miscellaneous

Job Tax (0.00%)	0.00
Bond (0.00%)	0.00

Miscellaneous Total: 0.00

Bid Total: 52,505.61



Bid Summary Report

26 Jan 2024 9:15:32

Tax Rate status: Default Bid Name: Base Bid Bid Template: BASIC (EXPANDED O&P)

Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	GENERATOR /UPS EQUIPMENT	0.00	23,304.77	0.00	0.00	239.36
		0.00	0.00	9,000.00	0.00	0.00
	Sheet Totals:	0.00	23,304.77	9,000.00	0.00	239.36
	Tax:	0.00	0.00	742.50	0.00	

Bid Notes:

Sub Total (Quo/Mat/Equip/Sub):		32,304.77
TAX RATES		
Material:	0.0000%	
Quote:	0.0000%	
Labor:	0.0000%	
Equipment:	8.2500%	
Subcontract:	0.0000%	
Job:	0.0000%	
MISCELLANEOUS		
Avg. Lbr. Rate (Cost):	54.13	
Avg. Lbr. Rate (Bid):	59.54	
Total Square Feet:	1.00	
Cost Per Sq. Ft.:	52,505.61	
Labor \$ Per Sq. Ft.:	12,955.52	
Labor Hrs Per Sq. Ft.:	239.36	
Quantity of Units:	1.00	
Cost Per Unit:	52,505.61	
Calc. Adjustment:	0.00%	
Sales Tax:	742.50	
Sub Total:	33,047.27	33,047.27
Direct Labor \$:		12,955.52
Indirect Labor \$:		877.25
Labor Escalation:		0.00
Labor Tax:		0.00
Direct Job Costs (1.62%):		852.33
Prime Cost:		47,732.37
Overhead (Avg. 0.00%):		0.00
Net Cost:		47,732.37
Profit (Avg. 10.00%):		4,773.24
Job Tax:		0.00
Bond (0.0000%):		0.00
Lump Sum:		0.00
Selling Price:		52,505.61

LABOR ADJUST										
ESTIMATED HOURS	ELECTRICAL	MACHINE OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	239.36	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	239.36	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	229.36	--	--	--	--	--	--	--	--	--
OVERTIME	10.00	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	239.36	--	--	--	--	--	--	--	--	--
TOTAL ADJUSTED LABOR HOURS:										239.36

DIRECT LABOR							
Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension	
ELECTRICAL	JOURNEYMEN	REGULAR	2	\$58.00	152.91	\$8,868.56	
	JOURNEYMEN	OVERTIME	1	\$87.00	5.00	\$435.00	
	APPRENTICE 1	REGULAR	1	\$43.50	76.45	\$3,325.71	
	APPRENTICE 1	OVERTIME	1	\$65.25	5.00	\$326.25	
AVERAGE DIRECT LABOR RATE:			\$54.13	TOTAL DIRECT LABOR:			\$12,955.52

INDIRECT LABOR			
Labor Description	Hours	Rate	Ext \$
PROJECT MANAGER	4.00	79.75	319.00
SAFETY	2.00	79.75	159.50
ESTIMATING	5.00	79.75	398.75
TOTAL INDIRECT LABOR:			\$877.25

DIRECT LABOR TOTAL:	12,955.52
INDIRECT LABOR TOTAL:	877.25
LABOR ESCALATION:	0.00
LABOR \$ ADJUSTMENT:	0.00
LABOR TAX:	0.00
LABOR TOTAL:	\$13,832.77
MATERIAL:	23,304.77
MATERIAL ESCALATION:	0.00
MATERIAL ADJUSTMENT:	0.00
MATERIAL TAX:	0.00
MATERIAL TOTAL:	\$23,304.77

QUOTES		
Component	Vendor	Amount
EMERGENCY GENERATOR	GENERATORS 4	0.00
MISCELLANEOUS	MATERIAL 1	0.00

Estes Electric Inc. PO Box 5
Waxahachie, Texas 75168

Phone: 972-938-8290
Web:

QUOTED MATERIAL:	0.00
ADJUSTMENT:	0.00
QUOTE TAX:	0.00
QUOTED MATERIAL TOTAL:	\$0.00

SUBCONTRACTS		
Component	Vendor	Amount

SUBCONTRACTS:	0.00
ADJUSTMENT:	0.00
SUBCONTRACT TAX:	0.00
SUBCONTRACTS TOTAL:	\$0.00

EQUIPMENT		
Component	Vendor	Amount
BACKHOE		2,500.00
FORKLIFT		6,500.00

EQUIPMENT:	9,000.00
ADJUSTMENT:	0.00
EQUIPMENT TAX:	742.50
EQUIPMENT TOTAL:	\$9,742.50

DIRECT JOB COSTS	
Description	Dollars
EQUIPMENT DEPRECIATION	388.67
TOOLS EXPENDABLE	388.67
MISC FEES	75.00

DIRECT JOB COSTS:	852.33
ADJUSTMENT:	0.00
TOTAL DIRECT JOB COSTS:	\$852.33
JOB COST w/NO OVERHEAD:	\$47,732.37

OVERHEAD	
MATERIAL OVERHEAD:(0% markup)	0.00
QUOTES OVERHEAD:(0% markup)	0.00
LABOR OVERHEAD:(0% markup)	0.00
SUBCONTRACTS OVERHEAD:(0% markup)	0.00
EQUIPMENT OVERHEAD:(0% markup)	0.00
DJC OVERHEAD:(0% markup)	0.00

TOTAL OVERHEAD:	\$0.00
JOB COST w/OVERHEAD:	\$47,732.37

Estes Electric Inc.

PO Box 5
Waxahatche, Texas 75168

Phone: 972-938-8290
Web:

PROFIT	
MATERIAL PROFIT:(10% markup)	2,330.48
QUOTES PROFIT:(10% markup)	0.00
LABOR PROFIT:(10% markup)	1,383.28
SUBCONTRACTS PROFIT:(10% markup)	0.00
EQUIPMENT PROFIT:(10% markup)	974.25
DJC PROFIT:(10% markup)	85.23

TOTAL PROFIT:	\$4,773.24
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MISCELLANEOUS	
JOB TAX:	0.00
BOND:	0.00

MISCELLANEOUS TOTAL:	\$0.00
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LUMP SUM	
LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00

LUMP SUM TOTAL:	\$0.00
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BID TOTAL:	\$52,505.61
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Job ID: JOB-0112
 Project: Annex Gen labor material

Material Cost Codes Report

26 Jan 2024 10:14:24

Cost Code	Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result	
100, BRANCH	10165	1	PVC SCH 40	10.00	FT	1.8263	1.000	18.26	
	10176	1	PVC SCH 40 10' LAID IN TRENCH	300.00	FT	1.8263	1.000	547.89	
	20205	1	PVC FIELD-BEND	1.00	EA	0.0000	1.000	0.00	
	20217	1	PVC SCH 40 90-DEG-ELBOW	10.00	EA	1.9638	1.000	19.64	
	31374	1	PVC MALE ADAPTER	2.00	EA	1.0800	1.000	2.16	
	31414	1	PVC COUPLING	10.00	EA	0.5550	1.000	5.55	
	40244	1	PLASTIC BUSHING	2.00	EA	0.8923	1.000	1.78	
	40273	1	LOCKNUT	1.00	EA	0.3862	1.000	0.39	
	70033	12	THHN/THWN CU (STR)	900.00	FT	0.2103	1.000	189.23	
	70034	10	THHN/THWN CU (STR)	750.00	FT	0.3216	1.000	241.16	
	161663	1	PVC 2-HOLE STRAP	3.00	EA	0.7060	1.000	2.12	
	Cost Code 100, BRANCH totals:								\$1,028.19
	4.41% of Job Total								

Cost Code	Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result	
200, FEEDER	10060	3	EMT	60.00	FT	8.2000	1.000	492.00	
	10170	3	PVC SCH 40	300.00	FT	5.9984	1.000	1,799.52	
	20210	3	PVC FIELD-BEND	4.00	EA	0.0000	1.000	0.00	
	20222	3	PVC SCH 40 90-DEG-ELBOW	6.00	EA	17.6923	1.000	106.15	
	20753	3	EMT FIELD-BEND	4.00	EA	0.0000	1.000	0.00	
	20763	3	EMT 90-ELBOW	4.00	EA	55.9400	1.000	223.76	
	30548	3	EMT STEEL-SS COUPLING	8.00	EA	12.5600	1.000	100.48	
	30673	3	EMT STEEL SS CONNECTOR	8.00	EA	23.4726	1.000	187.78	
	31379	3	PVC MALE ADAPTER	4.00	EA	4.8750	1.000	19.50	
	31419	3	PVC COUPLING	6.00	EA	2.6713	1.000	16.03	
	40146	3	GROUND BUSHING	8.00	EA	17.6263	1.000	141.01	
	40249	3	PLASTIC BUSHING	4.00	EA	4.5723	1.290	23.59	
	40278	3	LOCKNUT	4.00	EA	2.9752	1.000	11.90	
	70048	350	THHN/THWN CU (STR)	1,720.00	FT	9.7500	1.000	16,770.00	
	70235	1	GREEN THHN CU (GRD 600A)	430.00	FT	3.5800	1.000	1,539.40	
	70402	2/0	BARE CU (STR)	15.00	FT	4.2300	1.000	63.45	
	161874	3	EMT 2-HOLE STEEL STRAP	16.00	EA	3.5287	1.000	56.46	
	Cost Code 200, FEEDER totals:								\$21,551.04
	92.47% of Job Total								

Cost Code 300, WIRE & TERMINATIONS
 Estes Electric Inc.
 PO Box 5
 Waxahachie, Texas 75168
 Phone: 972-938-8290
 Web:

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result
500139		PULL LINE (STRING)	330.00	FT	0.0190	5.184	32.56
850010	3/4 x 10	COPPER GROUND ROD	2.00	EA	57.6423	1.000	115.28
850060	3/4.	GROUND ROD CLAMP	2.00	EA	4.5800	1.000	9.16

Cost Code 300, WIRE & TERMINATIONS totals: **\$157.00** 0.67% of Job Total

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result
40043	OUNCE	PVC (GLUE) CEMENT	29.45	OZ	0.7204	1.000	21.22
160274	1/2 x 2"	STN-STL CONCRETE DROP-IN ANCHOR	32.00	EA	13.9500	1.000	446.40
160297	1/4 x 2 1/4"	PLTD WEDGE ANCHOR	6.00	EA	0.5141	1.000	3.08
160864	1/2-13x1-1/2"	PLTD MACHINE SCREWS	32.00	EA	2.2624	1.000	72.40
161380	3/8 x 1 1/2 - 3"	HAMMER DRILLED HOLE	6.00	EA	0.0000	1.000	0.00
161382	5/8 x 1 1/2 - 3"	HAMMER DRILLED HOLE	32.00	EA	0.0000	1.000	0.00
4000280	3"	RED TRENCH CAUTION TAPE	105.00	FT	0.0343	7.066	25.44

Cost Code 800, MISCELLANEOUS/OTHER 2.33% of Job Total

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result
260024	350KW	GENERATOR	1.00	EA	0.0000	1.000	0.00
260295	600/4	AUTO-TRANSFER SW	1.00	EA	0.0000	1.000	0.00

Cost Code Q710, QUO EMGY GENERATOR 0.00% of Job Total

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result
4000061	24"W 36"D	BACKHOE BACKFILL SANDY TRENCH	90.00	FT	0.0000	1.000	0.00
4000362		C.Y. EXCAVATION	17.28	CY	0.0000	1.000	0.00

Cost Code Q920, QUO SITE WORK 0.00% of Job Total

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result
390307	8" WIDE	HAND TRIM ROCKY TRENCH	150.00	FT	0.0000	1.000	0.00
500275	MISC	LABOR HOURS	44.00	EA	0.0000	1.000	0.00

Cost Code UNAS, UNASSIGNED 0.00% of Job Total

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result
			Cost Code UNAS, UNASSIGNED totals:				
			\$0.00				

Job totals: **\$23,304.77**

Estes Electric Inc. Phone: 972-938-8290
 PO Box 5 Web:
 Waxahachie, Texas 75168

MISCELLANEOUS

JOB TAX:	0.00
BOND:	0.00

MISCELLANEOUS TOTAL: \$0.00

LUMP SUM

LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00

LUMP SUM TOTAL: \$0.00

BID TOTAL: \$207,866.73

Y

Item	Quantity	Rate	Total
Labor			
Concrete Labor	256	\$ 47.50	\$ 12,160.00
Rebar Labor per ton	3.5	\$ 550.00	\$ 1,925.00
Supervision	32	\$ 65.00	\$ 2,080.00
Labor Subtotal			\$ 16,165.00
Materials			
Rebar (tons)	3.5	\$ 1,565.00	\$ 5,477.50
Concrete (CUYards)	50	\$ 160.00	\$ 8,000.00
Drill Rig and Casings	1	\$ 19,000.00	\$ 19,000.00
Misc Materials	1	\$ 5,615.00	\$ 5,615.00
Material Subtotal			\$ 38,092.50
Equipment			
Backhoe	1	\$ 422.50	\$ 422.50
Skidsteer	1	\$ 320.00	\$ 320.00
Equipment Subtotal			\$ 742.50
Total			\$ 55,000.00

COMMISSIONERS COURT AGENDA REQUEST 2.5

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

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

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** 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: 03.27.2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Ryan Garrett for EJ Harbin

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 04.02.2024

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

**** Purchasing Agenda ****
Discussion, consideration, and approval to purchase AMX Audio System for the Ellis County Historic Courthouse Commissioners Courtroom from GDT using the TIPs Cooperative Contract Number 220105 for \$43,389.04.



999 Metromedia Place
Dallas, Texas 75247
Account Manager - Rob Foerster
rfoerster@gdt.com - 214-784-6809
Inside Sales Assistant - Bernedette Saldana
bernedette.saldana@gdt.com

Customer Name: Ellis County
Customer Contact:

Quote Valid For: 45 Days
Payment Terms: Net 30
Shipping Terms:

GDT Tips Contract # 220105

Quote No: P-23080-R4
Deal ID: 20210027
Estimate ID:
Estimate Name: Replacement for failing AMX system
Created On: 26 Mar 2024

Product and Maintenance					
Line Number	Item Name	Description	Quantity	Discounted Price	Total Price
Customer Project: Replacement for failing AMX system					
	AUDISEE AV MATERIALS	AUDISEE AV MATERIALS			
1.0		DSP fixed I/O, 12 x8 analog IO, 8 ch USB, Dante digital audio networking	1	\$ 3,641.11	\$ 3,641.11
2.0		Microphone, Wireless Handheld Transmitter with SM58 Microphone	2	\$ 578.89	\$ 1,157.78
3.0		2 Port Access Point Transceiver, maintain two-way audio and data links	1	\$ 1,384.44	\$ 1,384.44
4.0		Networked Charging Station - 2 port	1	\$ 616.67	\$ 616.67
5.0		NetLinx Integrated Controller 4 RS232, 4 IR, 4 Relay, 4 I/O	1	\$ 1,738.89	\$ 1,738.89
6.0		12 VDC, 5.4 A Power Supply with 3.5 mm Phoenix Connector with Retention Screws	1	\$ 128.89	\$ 128.89
7.0		Audio Transceiver, Dante audio over IP Transceiver	1	\$ 761.11	\$ 761.11
8.0		Decoder, Dual Stream Codec, 4K60 4:4:4	3	\$ 1,157.78	\$ 3,473.33
9.0		Decoder Wall Plate, Decora Style, 4K60 4:4:4	1	\$ 992.22	\$ 992.22
10.0		Encoder, Dual Stream Codec, 4K60 4:4:4 SVSI Stand-alone H.264 Encod	2	\$ 1,157.78	\$ 2,315.56
11.0		Encoder Wall Plate, Decora Style, 4K60 4:4:4	6	\$ 992.22	\$ 5,953.33
12.0		Long Range Wireless 5 x 2 HD Matrix PRO Multicast kit 4 Receivers	1	\$ 1,201.11	\$ 1,201.11
13.0		24x1G PoE+ 480W, 2x10G, 4xSFP+ Managed Switch	1	\$ 1,813.33	\$ 1,813.33
14.0		1RU rack shelf for rack mounting two side-by-side SVSI N-Series Encoders, Decode	3	\$ 204.44	\$ 613.33
15.0		Miscellaneous	1	\$ 920.47	\$ 920.47
16.0	AUDISEE AV SERVICES	AUDISEE AV SERVICES	1	\$ 15,998.70	\$ 15,998.70
17.0	AUDISEE AV FREIGHT	AUDISEE AV Freight	1	\$ 678.77	\$ 678.77
SubTotal					43,389.04

Solution Totals			
		Taxes Total	TBD
		Grand Total	TBD

Final invoice will include tax and shipping & handling. If you require this information on this quote, please notify your General DataTech Account Manager.

This Quotation is governed by the terms and conditions contained in any master products and/or services agreement executed by and between the parties. In the event that no such executed master agreement(s) exist between the parties, this Quotation shall be governed by the GDT Standard Terms and Conditions, which may be found online at <https://gdt.com/company/privacy-policy/>.

Thank you for considering GDT. If you have any questions or concerns please email Team Foerster at TeamFoerster@GDT.com or call 214-784-6809

COMMISSIONERS COURT AGENDA REQUEST

31

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

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The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** 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: 3.27.2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Caitlin Wilkinson

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Behavioral Health

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

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

Discussion, consideration, and action to authorize approval of a contract for Correctional Service Software in the amount of \$6,240 for one year.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into and executed on the date set forth below, by and between the Ellis County Specialty Courts, having its principal place of business at 109 S. Jackson, Waxahachie, Texas 75165 (the "Client"), and Corrections Software Solutions, LP, having its principal place of business at 316 N. Lamar, Austin, Texas 78703, ("CSS"):

WHEREAS, the Client has determined that a public necessity existed to preserve the property of the client inasmuch as the sheer volume of the ministerial acts required data processing services to prevent prejudicial material and significant loss to the Client; and

WHEREAS, the Client has determined that such data processing services would be best provided by independent contractors skilled in the same, and that the Client would materially benefit from the economies and cost efficiencies of providing such services to the Client by data processing consultants such as CSS; and

WHEREAS, CSS is willing to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYMENT. The Client agrees to retain CSS as an independent contractor, and CSS agrees to serve the Client upon the terms and conditions hereafter stated.

2. TERM. This Agreement shall commence May 1, 2024 and shall continue to and including April 30, 2025 ("Expiration Date"). The Client shall have the right and option to continue to receive the services of CSS as provided hereunder for additional periods commencing May 1, 2025. In the event that the Client elects to continue to receive services from CSS, this Agreement shall automatically renew for an equal term, unless the Client informs CSS in writing ninety (90) days prior to the Agreement expiration date. Upon execution of renewal, the terms of this agreement will remain in effect for an additional equal term.

3. AGREEMENT TERMINATION OR EXPIRATION. Not less than three (3) months prior to the Expiration Date, the Client shall notify CSS whether or not it desires after the Expiration Date to use the CSS Programs. In addition, CSS will provide to the Client, If the Client so elects, (i) training for Systems maintenance and operations of the Client personnel during the three (3) month period prior to the Expiration Date, and at the Client's option, for thirty (30) day increments after the Expiration Date, up to three (3) months; (ii) such other services in connection with conversion of the CSS Programs from operation by CSS to operation by the Client as the Client shall reasonably request; and (iii) such computer and data processing hardware subject to availability as the Client shall require for the operation of the CSS Programs. CSS shall receive compensation for furnishing the services and hardware referred to in clauses (i) and (ii) above based upon its then prevailing rates for personnel, machine time, and other supplies and shall be

paid for any hardware furnished to the Client pursuant to clause (iii) above based upon the fair market value of any such hardware. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, CSS will reasonably assist in the transfer of the Client's data files, retained by CSS pursuant to this Agreement, to any other data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of CSS. Further, costs involved with any such transfer of data shall be borne by the Client.

4. FUNDING OUT PROVISION. The continuation of this agreement until April 30, 2025 shall be subject to the approval of the annual cost of this agreement by the Client as an approved item of the Client's Annual Budget Should this agreement fail to be approved as an item in the annual budget, the Client will notify CSS in writing and the operation of this agreement shall fully terminate within sixty (60) days of the date of such notice is received or at an earlier date if so agreed by the parties of this agreement. Provided however, that the Client shall not during the stated term of this Agreement enter into any agreement or arrangement under the terms of which funds subject to the Client's control would be expended to provide the Client services provided under this agreement without paying to CSS all funds due under the terms of this agreement for its full stated term.

5. DUTIES. During the period or periods of CSS's retainer hereunder, CSS shall provide data processing services to the Client. CSS agrees to provide any necessary training to the Client's personnel, when, in the sole discretion of CSS, it will facilitate and expedite the intent of this Agreement and facilitate the provision of services contemplated hereunder. All support, installation and training associated with this installation are covered under the monthly fee stated in this Agreement.

The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed by **Attachment 1, NonExclusive License Agreement**, which is fully incorporated into this Agreement.

6. SPECIAL SERVICES. CSS will provide the Client with such special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services, provided that the Client and CSS agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

7. DATA FILES. The Client's data files and the data contained therein shall be and remain the Client's property and all existing data and data files shall be returned to it by CSS at the Expiration Date or upon earlier termination of this Agreement. The Client's data shall not be utilized by CSS for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased or otherwise disposed of to third parties by CSS or commercially exploited by or on behalf of CSS, its employees or agents. CSS shall establish and maintain reasonable safeguards against the disclosure of information provided to CSS.

8. CONFIDENTIALITY AND PROTECTION OF CLIENT DATA. CSS shall establish and maintain reasonable safeguards against the destruction or loss of the Client's data in the possession of CSS, which safeguards shall at least meet the standards of safety maintained by the Client. CSS agrees not to reveal or disclose any information relating to any case in which services are provided under this Agreement without prior consent from the Client.

9. COMPENSATION AND INVOICING. Commencing May 1, 2024 and on the first day of each succeeding month thereafter during the term of this Agreement or extension hereof, the Client shall pay to CSS monthly in advance at its office in Austin, Texas, as fees for its services a monthly sum of \$520.00 for each month during the period or periods of this Agreement. CSS agrees to submit a monthly invoice to Client.

10. EARLY TERMINATION.

By CSS: If the Client shall default in the payments to CSS provided for herein above, or shall fail to perform any other material obligation agreed to be performed by Client hereunder CSS shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within thirty (30) days after receipt of such written notice, CSS shall have the right with no further written notice to terminate this Agreement. In the event that any default (other than a payment default) requires more than thirty (30) days to cure, Client shall have a reasonable period to cure the default.

By Client: If CSS shall default and fail to perform any material obligations agreed to be performed by CSS hereunder, the Client shall notify CSS in writing of the facts constituting such default or failure. CSS shall cause such default or failure to be remedied within thirty (30) days after receipt of such written notice. If CSS does not cause such default or failure to be remedied within thirty (30) days after receipt of such written notice, the Client shall have the right, by further written notice to CSS, to terminate the Agreement. Nothing in this Agreement prevents the Client from extending additional time to CSS to cure the problem, at the sole discretion of the Client.

11. TIME REQUIREMENTS. It is not contemplated by the parties that CSS devote its efforts exclusively to the performance of this Agreement, and CSS shall not be prohibited from engaging in other employment or transacting other business related to its field of endeavor and expertise.

12. INDEPENDENT CONTRACTOR. CSS shall at all times during the term of this Agreement be considered an independent contractor and not an employee of the Client. CSS shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them.

13. PAYMENT TO EMPLOYEES OF CLIENT. CSS warrants that no employee or agent of CLIENT has been retained to solicit or secure this contract and that CSS has not paid or agreed to pay any employee of CLIENT any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the making of this contract or as an inducement for entering into this contract. The unauthorized offering or receipt of such payments may result in immediate termination of this contract by CLIENT.

14. NON-DISCRIMINATION. CSS warrants that it shall not discriminate against any employee or client of the Client on account of race, color, disability, religion, sex, ethnicity, age, or any other legally protected classification.

15. NOTICE. Any notice required to be given hereunder shall be in writing sent by registered mail to the last known business address of the parties. Said notice will be deemed to be received upon three (3) days after it is deposited, postage paid, into a United States mail receptacle or otherwise placed in postal channels.

16. ENVIRONMENT. The Client shall provide a suitable installation environment for the computer equipment utilized in connection with this Agreement, in accordance with the manufacturers requirements, a copy of which is available to the Client upon request in the event the Client does not provide a suitable environment or the Client's employees misuse or in any way abuse said equipment, the Client will be responsible for all costs associated with repair or replacement. In the event CSS provides computer equipment installed at Client's location then Client will provide insurance coverage and be responsible for all costs associated with repair or replacement.

17. CLIENT RESPONSIBILITIES. The Client agrees to fully cooperate with CSS and to make personnel available for the purpose of installation and training. The following is intended to supplement and clarify, but in no way limit or waive, Client responsibilities elsewhere herein identified:

A. Client agrees to appoint a Site Coordinator and to notify CSS of such appointment in writing within seven (7) days of executing this Agreement. The Site Coordinator shall act on the Clients behalf and make commitments pertaining to the service defined herein.

B. Client will make reasonable efforts to ensure appropriate individuals from all effected offices and departments will attend training sessions. Moreover, it is the responsibility of the Site Coordinator to announce and otherwise communicate to Client's personnel, scheduled training and installation activities.

18. LIMITATIONS. The parties are aware that there may be constitutional and statutory limitations on the authority of the Client to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Client's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on the Client except to the extent authorized by the laws and constitution of the State of Texas.

19. MISCELLANEOUS. This Agreement shall be binding upon the successors and assigns of each party. Other than CSS's granting a Uniform Commercial Code security interest to a third party lender in the accounts receivable/contract rights to receive money under this Agreement and in any equipment furnished by CSS to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. Notwithstanding the

foregoing, CSS may assign this Agreement to any successor in interest in connection with the sale of the assets or equity of CSS or any other event resulting in a change of control by giving Client at least thirty days prior notice. The Agreement, the License Agreement included as Attachment 1, shall collectively embody the entire agreement between the parties, but may be amended from time to time by the written consent of both parties. An official representative, employee or agent of the Client does not have the authority to amend this Agreement except pursuant to specific authority to do so granted by the Client. This Agreement shall be construed under the laws of the State of Texas, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

Executed this ____ day of _____, 20__:

CLIENT

CSS

BY: _____

BY: _____

NAME: _____

NAME: James Redus

TITLE: _____

TITLE: President

DATE: _____

DATE: _____

ATTACHMENT 1 TO PROFESSIONAL SERVICES AGREEMENT

NONEXCLUSIVE LICENSE AGREEMENT

Corrections Software Solutions, L.P. ("CSS"), with offices located at 316 North Lamar Boulevard, Austin, Texas 78703, for good and valuable consideration, subject to and conditioned on Licensee's payment of fees and compliance with all other terms and conditions of this Agreement and the Professional Services Agreement, hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable ("License") to:

Ellis County Speciality Courts, collectively "Licensee",

to use certain software programs and related materials ("Programs") for the designated processing system identified in the attached **CONTRACT**, subject to the terms and conditions hereof.

Programs shall include executable modules for each software program identified in any Contract or Addendum to this Agreement; User Help is contained in the application.

TERMS AND CONDITIONS

1. LICENSE

Licensee acknowledges that it shall be a licensee of Corrections Software Solutions, L.P. ("CSS") under the terms and conditions of this License Agreement, and that Licensee obtains hereby only a non-exclusive, limited license to use or access the Programs. Licensee has the right to permit access and use of the Program(s) by authorized Licensee employees, up to the User Number specified in **Professional Services Agreement** hereto. Licensee shall assign a unique User Identification Number to each authorized User, and shall provide to CSS a list of authorized Users and their User Identification Numbers upon request by CSS.

As specified in **Professional Services Agreement** hereto, CSS shall provide the Programs or access to them to Licensee based either on installation of the Programs by CSS at the Licensee's principal offices or such other location agreed upon in the Professional Services Agreement. Licensee shall be solely responsible for providing access to the Internet and for the costs of accomplishing such access, including without limitation costs of an Internet Service Provider.

All rights, title and interests in and to the Programs licensed under this License Agreement remain with CSS and do not pass to Licensee in whole or any part except as expressly provided herein. Licensee acknowledges that the Programs contain valuable proprietary information and trade secrets of CSS, the unauthorized disclosure of which would cause competitive and actual harm to CSS. For the purposes of this License, the term Programs shall include: any and all software or other intellectual property licensed for use by Licensee hereunder, as identified in Professional Services Agreement hereto, including also any and all documentation or other materials in whatever form and on whatever media stored, that describe, relate to or concern the Programs.

Licensee may not transfer the Programs electronically from one computer to another over a network or by other means, or access and use the Programs by remote means other than as expressly authorized herein; the Programs may be installed on only one (1) computer or server at any given time, unless otherwise provided in Professional Services Agreement. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Programs to be used or accessed either directly or indirectly by Licensee's employees or any other person or entity through a timesharing service, service bureau arrangement or otherwise, other than as expressly permitted in this License or in the Professional Services Agreement, and that Licensee shall ensure that only authorized Users may use or access the Programs.

Licensee may not grant sublicenses or other rights in the Programs to others, or assign or transfer this license to any third party. Licensee may not grant, allow or provide access to the Programs to, or use of the Programs by, unauthorized third parties.

Licensee shall comply strictly with the provisions of any CSS or third party license or other agreement regarding or applicable to any third party intellectual property, including without limitation applications, operating systems, or other software of any kind, or documentation thereof, utilized by Licensee in its use of the Programs, or by CSS in the provision of any services to Licensee related to or depending on the Programs.

CSS shall have the right immediately to terminate this License if Licensee violates any of its provisions.

Licensee recognizes and agrees that the Programs and all portions, reproductions, modifications and

improvements thereof, whether provided to Licensee by CSS or by any third party, (i) are considered by CSS to be confidential and trade secrets; (ii) are provided to Licensee in strictest confidence; and (iii) are and remain the exclusive property and proprietary information of CSS. Title and full ownership rights, including copyrights or patents, in the Programs and any modifications or improvements provided or developed by CSS or on its behalf are and shall remain the sole property of CSS or, if licensed to CSS, of the relevant licensor as the relevant license may provide; and Licensee acquires no ownership, rights, title or other interest in or to the Programs hereunder. Licensee is not granted the right to create derivative works to the Programs; but any and all derivative works of the Programs, if and by whomever created, shall be the sole property of CSS or CSS's licensor, as the case may be.

Licensee agrees not remove or destroy any copyright, trademark, patent, or other proprietary designations or notices, or other proprietary or confidential legends or markings placed upon or contained within the Programs, or from any copies thereof.

2. TERM

This license shall be in effect from the date of execution of the associated CSS Professional Services Agreement until termination of that Contract, or until termination of this License as specified herein, whichever is earlier, unless otherwise expressly agreed in writing by CSS.

Upon termination or expiration of this License on any basis, all rights of Licensee and obligations of CSS hereunder shall immediately terminate. Licensee shall nonetheless have a continuing obligation to maintain the confidentiality of CSS's proprietary information, to return or destroy all copies of the Programs in Licensee's possession or under its control or right of control, as required herein, to indemnify CSS as provided hereunder, and to pay any fees or costs accrued and owing hereunder or under the Services Agreement as of such termination.

3. PAYMENTS

All license fees and any first year support fees, mobilization, user, multiple-site or other fees, along with any installation and training fees, whether specified herein or in an associated contract for services by CSS, shall be paid to CSS upon mutual execution of this License Agreement or as specified in Professional Services Agreement hereto or in such services agreement. Any other sums due hereunder shall be payable within thirty (30) days of Licensee's receipt of CSS's invoice therefore. Any past due amounts shall bear interest from the date when due until paid at the highest rate allowable by law. All payments due hereunder shall be made in lawful money of the United States of America, and shall be made to CSS at its address specified above or at such address as may from time to time be designated by CSS in writing. In addition to the fees, charges, expenses and other amounts due and payable under this License Agreement, Licensee shall pay any and all local, state, federal, and other sales, use, excise, privilege or gross receipts taxes and duties, tariffs, assessments or levies, however designated, assessed or levied, resulting from this License or any activities conducted hereunder (exclusive of taxes based on CSS's net income); provided, that if Licensee claims legal exemption from any tax or taxes, such as sales tax, it shall promptly provide CSS with a copy of the applicable tax exemption certificate.

4. SECURITY AND CONFIDENTIALITY; NO REPRODUCTION; RIGHT TO INJUNCTIVE RELIEF

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, that are stored, written or recorded on magnetic tape, disk or memory or in any other form or on any other media, are not made available, and access is not provided or permitted, by the Licensee or by any of its employees, officers, principals, agents or representatives to any organizations or individuals not licensed hereunder to make use thereof. Licensee recognizes the proprietary nature of the Programs and agrees as follows:

- a. To use and access the Programs solely at the place of installation specified in Professional Services Agreement to this License Agreement.
- b. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever without prior written consent of CSS, except as may reasonably be required for archival or security storage purposes.
- c. To instruct its employees having access to the Programs not to copy or duplicate the Programs and not to provide same to any third party, and to enforce these requirements.
- d. To effect security measures that are reasonably calculated to safeguard the Programs from theft or unauthorized access.
- e. To maintain and reproduce CSS's copyright notice and any other notices, legends or designations on all materials or copies related to or part of the Programs on which CSS displays such copyright or other notice, legend or designation, including any copies made pursuant to this License Agreement.
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g. CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS.

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NAME: _____

NAME: James Redus

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