

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – AUGUST 20, 2024

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, AUGUST 20, 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: TINA CHAMBERS, CHIEF DEPUTY

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 PONDER, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE: *PRECINCT 4 COMMISSIONER KYLE BUTLER*

CONSENT AGENDA: MINUTE ORDER 388.24

ADMINISTRATIVE:

- A.1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER’S REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.2 APPROVING OF THE JULY 2024 MONTHLY TREASURER’S REPORT, PURSUANT TO LOCAL GOVERNMENT CODE §114.025. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.3 APPROVING THE COMMISSIONERS’ COURT REGULAR MEETING MINUTES FROM AUGUST 6, 2024. – *COUNTY CLERK KRYSTAL VALDEZ*
- A.4 ACCEPTING OF A TABULATED REPORT OF THE COUNTY’S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM JULY 13TH – AUGUST 9TH, 2024, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – *COUNTY AUDITOR STACI PARR*
- A.5 ACCEPTING OF THE MONTHLY AUDITOR’S REPORT FOR JULY 2024, PURSUANT TO LOCAL GOVERNMENT CODE §114.025. – *COUNTY AUDITOR STACI PARR*
- A.6 ACCEPTING OF THE JULY 2024 CASH AUDIT REPORTS. – *COUNTY AUDITOR STACI PARR*
- A.7 ACCEPTING OF THE AUDIT REPORT FOR EMERGENCY SERVICES DISTRICT #2 (MIDLOTHIAN), PURSUANT TO HEALTH AND SAFETY CODE §775.082. – *FIRE MARSHAL TIM BIRDWELL*
- A.8 ACCEPTING OF THE AUDIT REPORT FOR EMERGENCY SERVICES DISTRICT #4 (RED OAK), PURSUANT TO HEALTH AND SAFETY CODE §775.082. – *FIRE MARSHAL TIM BIRDWELL*

- A.9 ACCEPTING OF THE AUDIT REPORT FOR EMERGENCY SERVICES DISTRICT #9 (PALMER), PURSUANT TO HEALTH AND SAFETY CODE §775.082. – *FIRE MARSHAL TIM BIRDWELL*
- A.10 APPROVING OF THE JUSTICE OF THE PEACE, PRECINCT 1 MONTHLY REPORT FOR JULY 2024, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – *THE HONORABLE CHRIS MACON, JUSTICE OF THE PEACE, PCT. 1*
- A.11 APPROVING OF THE JUSTICE OF THE PEACE, PRECINCT 2 MONTHLY REPORT FOR JULY 2024, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – *THE HONORABLE JACKIE MILLER, JUSTICE OF THE PEACE, PCT. 2*
- A.12 ACCEPTING THE CONTINUING EDUCATIONAL TRAINING HOURS FOR COMMISSIONER LOUIS PONDER, PCT. 3 FOR THE V.G. YOUNG NORTH AND EAST COUNTY JUDGES AND COMMISSIONERS ANNUAL CONFERENCE JULY 15-18, 2024. – *PRECINCT 3 COMMISSIONER LOUIS PONDER*
- A.13 APPROVING OF A RESOLUTION ASSIGNING PRIVATE ACTIVITY BOND AUTHORITY FOR THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS. – *COUNTY JUDGE TODD LITTLE*

FINANCIAL:

- F.1 FY2024 LINE-ITEM TRANSFER – *COUNTY CLERK KRISTAL VALDEZ*
 DECREASE 001-0320-506010 (MILEAGE REIMBURSEMENT) BY \$1,500.00
 DECREASE 001-0320-507030 (TELEPHONE) BY \$3,700.00
 DECREASE 001-0320-508010 (SUPPLIES) BY \$7,300.00
 DECREASE 001-0320-508050 (CONFERENCE) BY \$1,450.00
 DECREASE 001-0320-508060 (BONDS/DUES) BY \$900.00
 DECREASE 001-0320-508230 (LEGAL NOTICES) BY \$200.00
 DECREASE 001-0320-508350 (TRAINING) BY \$300.00
 INCREASE 001-0320-508030 (FURNITURE/FIXTURES) BY \$11,462.10
 INCREASE 001-0320-508020 (EQUIPMENT) BY \$3,134.90
 INCREASE 001-0320-508680 (CONTRACT SERVICES) BY \$753.00
- F.2 FY2024 LINE-ITEM TRANSFER – *DEPARTMENT OF DEVELOPMENT DIRECTOR ALBERTO MARES*
 DECREASE 001-0060-508680 (CONTRACT SERVICES) BY \$16,500.00
 INCREASE 001-0060-508190 (COMPUTER EQUIPMENT) BY \$16,000.00
 INCREASE 001-0060-508010 (SUPPLIES) BY \$500.00
- F.3 FY2024 LINE-ITEM TRANSFER – *I. T. DIRECTOR JOCELYN KING*
 DECREASE 001-0035-508010 (SUPPLIES) BY \$400.00
 INCREASE 001-0035-508080 (AUTO/GAS/OIL) BY \$400.00
- F.4 FY2024 LINE-ITEM TRANSFER – *HUMAN RESOURCES DIRECTOR SHARON MANCILLA*
 DECREASE 001-0425-508680 (CONTRACT SERVICES) BY \$400.00
 DECREASE 001-0425-508650 (EMPLOYMENT) BY \$2,000.00
 INCREASE 001-0425-506010 (MILEAGE REIMBURSEMENT) BY \$100.00
 INCREASE 001-0425-508050 (CONFERENCE) BY \$200.00
 INCREASE 001-0425-508010 (SUPPLIES) BY \$2,100.00
- F.5 FY2024 LINE-ITEM TRANSFER – *THE HONORABLE JACKIE MILLER, JR., JUSTICE OF THE PEACE, PRECINCT 2*
 DECREASE 001-0520-506020 (STAFF TRAVEL) BY \$1,100.00
 DECREASE 001-0520-508120 (RADIO) BY \$250.00
 DECREASE 001-0520-508730 (MAINT-RPS) BY \$1,000.00
 DECREASE 001-0520-508010 (SUPPLIES) BY \$500.00
 INCREASE 001-0520-508050 (CONFERENCE) BY \$1,100.00
 INCREASE 001-0520-508680 (CONTRACT SERVICES) BY \$250.00

- INCREASE 001-0520-508740 (DOCKET BOOKS PRINTING) BY \$1,000.00
 INCREASE 001-0520-508060 (OFFICIAL BONDS) BY \$500.00
- F.6 FY2024 LINE-ITEM TRANSFER – *PRECINCT 4 COMMISSIONER KYLE BUTLER*
 DECREASE 012-0755-508070 (OPERATING EXPENDITURES) BY \$12,000.00
 INCREASE 012-0755-509090 (PARTS & REPAIRS) BY \$12,000.00
- F.7 FY2024 LINE-ITEM TRANSFER – *PRECINCT 4 COMMISSIONER KYLE BUTLER*
 DECREASE 006-0754-570000 (CONTINGENCY SURPLUS) BY \$489,637.49
 INCREASE 006-0754-508020 (PURCHASE OF EQUIPMENT) BY \$489,637.49
- F.8 FY2024 LINE-ITEM TRANSFER – *SHERIFF BRAD NORMAN*
 DECREASE 001-0010-506490 (EMPLOYEE RECOGNITION) BY \$351.81
 INCREASE 042-0942-4000870 (SHERIFF FORFEITURE) BY \$325.00
 INCREASE 001-0010-508850 (SALES TAX) BY \$26.81
- F.9 FY2024 LINE-ITEM TRANSFER – *PRECINCT 2 COMMISSIONER LANE GRAYSON*
 DECREASE 010-0653-509100 (FM2 GAS/OIL) BY \$15,000.00
 DECREASE 010-0653-509150 (FM2 ASPHALT) BY \$15,000.00
 INCREASE 010-0653-509090 (FM2 REPAIRS/PARTS) BY \$30,000.00
- F.10 FY2024 LINE-ITEM TRANSFER – *PRECINCT 1 COMMISSIONER RANDY STINSON*
 DECREASE 009-0602-570000 (FM1 CONTINGENCY) BY \$130,000.00
 INCREASE 009-0602-508680 (CONTRACT SERVICES) BY \$100,000.00
 INCREASE 009-0602-509100 (FUEL) BY \$30,000.00
- F.11 FY2024 LINE-ITEM TRANSFER – *LAW LIBRARY DIRECTOR SAFAA CLOUD*
 DECREASE 019-0919-506010 (MILEAGE REIMBURSEMENT) BY \$250.00
 DECREASE 019-0919-508850 (SALES TAX) BY \$300.00
 INCREASE 019-0919-508020 (EQUIPMENT) BY \$550.00
- F.12 FY2024 LINE-ITEM TRANSFER – *PRECINCT 3 CONSTABLE CURTIS POLK, JR.*
 DECREASE 001-0613-508210 (UNIFORM EXPENSES) BY \$569.62
 DECREASE 001-0613-508010 (SUPPLIES) BY \$36.38
 DECREASE 001-0613-508020 (EQUIPMENT) BY \$27.90
 INCREASE 001-0613-508090 (AUTO REPAIRS) BY \$338.90
 INCREASE 001-0613-508350 (TRAINING) BY \$295.00
- F.13 ACCEPTING AUCTION PROCEEDS FROM RENE BATES AUCTIONEERS, INC. IN THE AMOUNT OF \$34,993.68 BY ROAD & BRIDGE PRECINCT 4 AS UNANTICIPATED REVENUE. REQUEST SPECIAL BUDGET OF UNANTICIPATED REVENUE: INCREASE 006-0754-508020 (PURCHASE OF EQUIPMENT) BY \$34,993.68 PURSUANT TO LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. – *COUNTY AUDITOR STACI PARR*
- F.14 ACCEPTING INSURANCE REIMBURSEMENTS FROM SEDGWICK CLAIMS MANAGEMENT IN THE AMOUNT OF \$9,967.00 AND FROM CONSUMERS COUNTY MUTUAL INSURANCE IN THE AMOUNT OF \$8,869.83 (TOTAL AMOUNT OF \$18,836.83) BY ROAD & BRIDGE PRECINCT 4 AS UNANTICIPATED REVENUE. REQUEST SPECIAL BUDGET OF UNANTICIPATED REVENUE: INCREASE 006-0754-508020 (PURCHASE OF EQUIPMENT) BY \$18,836.83. PURSUANT TO LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. – *COUNTY AUDITOR STACI PARR*

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

REGULAR AGENDA – DISCUSSION, CONSIDERATION AND ACTION:

DEPARTMENT OF DEVELOPMENT

MINUTE ORDER 389.24 (1.1) RATIFYING STAFF ACTION ON AN AMENDING PLAT OF WILLIAM GRIFFIN ADDITION, LOTS 3 & 4, BLOCK A. THE ± 9.495-ACRE SITE IS LOCATED AT THE NORTHEAST INTERSECTION OF WEST STATE HIGHWAY 34 AND BOZEK LANE, ENNIS, ROAD AND BRIDGE PRECINCT No. 2.

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

MINUTE ORDER 390.24 (1.2) RATIFYING STAFF ACTION ON A PLAT OF BERRYHILL ESTATES 1ST INSTALLMENT, LOTS 1 & 2. THE ± 2.140-ACRE SITE IS LOCATED ± 1,350 FEET SOUTHWEST OF THE INTERSECTION OF FM 2258 AND FM 157, SITUATED IN THE LEEMAN KELSEY SURVEY, ABSTRACT No. 594, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF VENUS, ROAD AND BRIDGE PRECINCT No. 4.

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

MINUTE ORDER 391.24 (1.3) RATIFYING STAFF ACTION ON PLAT OF BERRYHILL ESTATES 2ND INSTALLMENT, LOTS 3 & 4. THE ± 2.130-ACRE SITE IS LOCATED ± 1,700 FEET SOUTHWEST OF THE INTERSECTION OF FM 2258 AND FM 157, SITUATED IN THE LEEMAN KELSEY SURVEY, ABSTRACT No. 594, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF VENUS, ROAD AND BRIDGE PRECINCT No. 4.

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

MINUTE ORDER 392.24 (1.4) RATIFYING STAFF ACTION ON A PLAT OF SPROUL ACRES, LOT 1, BLOCK 1. THE ± 3.426-ACRE SITE IS LOCATED ± 2,200 FEET SOUTH OF THE INTERSECTION OF WEST HIGHLAND ROAD AND BRYSON LANE, SITUATED IN THE A.R. NEWTON SURVEY, ABSTRACT No. 793, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF MIDLOTHIAN, ROAD AND BRIDGE PRECINCT No. 4.

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

PURCHASING

MINUTE ORDER 393.24 (2.1) APPROVING TO DECLARE THE FOLLOWING ITEMS AS SURPLUS AND THEN TO DONATE THEM TO THE TEXAS STATE GUARD HAM RADIO UNIT:

HANDHELD RADIOS		
MAKE	MODEL	QTY.
KENWOOD	TK-5520	3

KENWOOD	TK-2170	22
VERTEX	VX180V	5
KENWOOD	272G	3
KENWOOD	2160	6
MOTOROLA	RADIUS CP200	1
VEHICLE TYPE RADIOS		
MAKE	MODEL	QTY
MOTOROLA RADIUS	SM50-1	1
MOTOROLA RADIUS	M1225	3
MOTOROLA RADIUS	CM300	6
MOTOROLA RADIUS	GM300	8
MOTOROLA	MAX TRAK	3
MOTOROLA	XTL2500	1
MOTOROLA	1250	3
KENWOOD	7180	2
KENWOOD	900	1
KENWOOD	5720	1
KENWOOD	760G	2
KENWOOD	7520	1
COMTEX	TM8200	7
AEROWAVE	TM9155	1
YAESU	FT8900R	2
	TOTAL	42

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

MINUTE ORDER 394.24 (2.2) APPROVING OF HOK TASK ORDER #2 COURTS AND ADMINISTRATION REMODEL USING THE MASTER SERVICES AGREEMENT (MSA) BETWEEN ELLIS COUNTY AND HOK, INC. (MINUTE ORDER #147.22) FOR ENGINEERING DESIGN SERVICES FOR REPLACEMENT OF A CHILLER SERVING THE COURTS AND ADMINISTRATION BUILDING IN THE AMOUNT OF \$10,500.00.

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

MINUTE ORDER 395.24 (2.3) DECLARING THE LISTED ITEMS FROM THE SHERIFF'S OFFICE AS SURPLUS TO BE DISPOSED OF IN ACCORDANCE WITH LOCAL GOVERNMENT CODE 263:

DESCRIPTION	MANUFACTURER	MODEL	YEAR	SERIAL No.
AUTOMOBILE	ACURA	MDX	2002	2HNYD18282H517476
TRUCK	FORD	F350	2000	1FTWW32FXE13652
TRUCK	CHEVROLET	AVALANCHE	2007	3GNEC12037G248059
TRUCK	CHEVROLET	SILVERADO	2003	1GCHK29UX3E218839
TRUCK	DODGE	RAM 1500	2012	1C6RD6KP3CS166473

SUV	FORD	K7D EXPLORER XLT	2013	1FM5K7D8XDGB71176
TRUCK	DODGE	RAM 1500	2012	1C6RD6KP5CS166474
TRUCK	CHEVROLET	SILVERADO	2011	3GCPCPEA9BG210367
TRUCK	CHEVROLET	C1500	2006	1GCEC19V26Z300340
SUV	CHEVROLET	TAHOE	2012	1GNSCAE02CR160516
TRUCK	CHEVROLET	SILVERADO	2015	1GCVKREC4FZ163276
TRUCK	FORD	F150	2010	1FTEW1CV2AFA07276

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

MINUTE ORDER 396.24 (2.4) DECLARING A 1988 BOMAG RECYCLER, VIN 85831 FROM ROAD & BRIDGE PRECINCT 4 AS SURPLUS AND TO BE DISPOSED OF ACCORDANCE WITH LGC 263.

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

MINUTE ORDER 397.24 (2.5) APPROVING THE PURCHASE OF A 2024 BOMAG RECLAIMER FROM R.B. EVERETT & Co. USING SOURCEWELL CONTRACT #060122-BA IN THE AMOUNT OF \$543,468.00 FOR COMMISSIONER, PRECINCT 4.

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

MINUTE ORDER 398.24 (2.6) APPROVING TO ADVERTISE AND SOLICIT A REQUEST FOR BIDS FOR FLEX BASE, TYPE A, GRADE 1-2 COMBINATION MIX.

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

ADMINISTRATIVE

MINUTE ORDER 399.24 (3.1) APPROVING OF A VARIANCE FOR PID 190189 TO DELAY PLATTING, SUBJECT TO THE FOLLOWING CONDITIONS:

1. THE VARIANCE FOR A DEVELOPMENT PERMIT BEFORE PLATTING SHALL ONLY BE FOR ONE ACCESSORY STRUCTURE OF APPROXIMATELY 2,400 SQUARE FEET.
2. THE PROPERTY OWNER/APPLICANT SHALL SUBMIT A PLAT WITHIN A PERIOD NOT TO EXCEED (4) MONTHS FROM THIS DATE OF APPROVAL.
3. IF NO PLAT IS SUBMITTED WITHIN THE TIME FRAME ABOVE, ALL ASSOCIATED PERMITS ON THIS PROPERTY SHALL BE REVOKED, AND PROCEEDINGS TO GO TO COURT SHALL BEGIN IMMEDIATELY.

PUBLIC PARTICIPATION: TOMMY MITCHELL, AGENT

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

(TO AGENDA ITEM 3.3)

MINUTE ORDER 400.24 (3.3) APPROVING TO ENACT A BURN BAN IN ELLIS COUNTY. – *FIRE MARSHAL
TIM BIRDWELL*

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

NO ACTION (3.4) DISCUSSION REGARDING THE FISCAL YEAR 2025 PROPOSED BUDGET. NO ACTION WILL BE
TAKEN. – *COUNTY JUDGE TODD LITTLE, RYAN GARRETT, CHIEF OF STAFF*

PUBLIC HEARING (P.1)

MOTION TO OPEN P.1 BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER GRAYSON, MOTION CARRIED

(P.1) PUBLIC HEARING REGARDING THE FISCAL YEAR 2025 PROPOSED BUDGET.

****NO PUBLIC PARTICIPATION****

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

PUBLIC HEARING (P.2)

MOTION TO OPEN P2 BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

(P.2) PUBLIC HEARING REGARDING ELECTED OFFICIAL SALARIES.

****NO PUBLIC PARTICIPATION****

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

MINUTE ORDER 401.24 (3.5) APPROVING TO THE SET SALARIES FOR ELECTED OFFICIALS. – *COUNTY
JUDGE TODD LITTLE*

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

PUBLIC HEARING (P.3)

MOTION TO OPEN P.3 BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER GRAYSON, MOTION CARRIED

(P.3) CONDUCT A PUBLIC HEARING TO DISCUSS SETTING THE MANDATORY PAYMENT RATE FOR FISCAL YEAR 2025 APPLICABLE TO ELLIS COUNTY'S LOCAL PROVIDER PARTICIPATION PROGRAM. THE ELLIS COUNTY COMMISSIONERS' COURT WILL HOLD THE PUBLIC HEARING PURSUANT TO CHAPTER 296A OF THE TEXAS HEALTH & SAFETY CODE, WHICH AUTHORIZED THE CREATION OF ELLIS COUNTY LOCAL PROVIDER PARTICIPATION PROGRAM. PUBLIC HEARING TO DISCUSS THE AMOUNTS OF ANY MANDATORY PAYMENTS THAT THE COMMISSIONERS' COURT INTENDS TO REQUIRE DURING THE YEAR AND HOW THE REVENUE DERIVED FROM THOSE PAYMENTS IS TO BE SPENT.

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

MINUTE ORDER 402.24 (3.6) SETTING THE MANDATORY PAYMENT RATE TO 6% FOR FISCAL YEAR 2025, PURSUANT TO CHAPTER 296A OF THE TEXAS HEALTH & SAFETY CODE. – *COUNTY TREASURER CHERYL CHAMBERS*

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

RECESS TO EXECUTIVE SESSION **3:16 P.M.**

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

EXECUTIVE SESSION

THE COMMISSIONERS COURT OF ELLIS COUNTY RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED IN THIS AGENDA, IN THE ORDER DEEMED APPROPRIATE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE 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 GOVERNMENT CODE §551.071 (1), CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING LITIGATION CONCERNING THE SETTLEMENT IN CAUSE No. 109725 IN THE 40TH DISTRICT COURT, STYLED ELLIS COUNTY, TEXAS V. PAYNECON, INCORPORATED, AKA, PAYNE CONCRETE, INC., ET.AL.
- 4.3 PURSUANT TO GOVERNMENT CODE §551.071 (1), CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING THE LETTER FROM ONCOR.

- 4.4** PURSUANT TO GOVERNMENT CODE §551.087 TO DISCUSS OR DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS RELATING TO COUNTY OWNED PROPERTY.

RECONVENED TO REGULAR SESSION 5:20 P.M.

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

(TO AGENDA ITEM 3.2)

MINUTE ORDER 403.24 (3.2) APPROVING FOR THE COUNTY JUDGE TO SIGN AN EXTENSION TO WELLPATH FOR INMATE MEDICAL FROM OCTOBER 1 TO DECEMBER 15, 2024. THIS ADJUSTMENT IS A 4.5% INFLATIONARY ADJUSTMENT AND INCLUDES AN INCREASE THAT WAS REQUESTED. APPROVING OF THE \$100,000.00 EXTENSION FEE, FOR A TOTAL CONTRACT EXTENSION AMOUNT OF \$697,042.63. – *INDIGENT HEALTH COORDINATOR TERRI KLEIN*

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

(TO AGENDA ITEM 3.7)

MINUTE ORDER 404.24 (3.7) APPROVING FOR THE COUNTY JUDGE TO SIGN A LEASE AGREEMENT BETWEEN ELLIS COUNTY AND HAIGHT, TAYLOR, McCLAIN LLC (HTM) FOR A ONE-YEAR TERM, IN AN AMOUNT OF \$5,500.00 PER MONTH. – *COUNTY JUDGE TODD LITTLE AND PURCHASING AGENT EJ HARBIN*

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

NO ACTION (3.8) DISCUSSION, CONSIDERATION, AND ACTION ON THE RESOLUTION OF PENDING LITIGATION CONCERNING THE SETTLEMENT IN CAUSE NO. 109725 IN THE 40TH DISTRICT COURT, STYLED ELLIS COUNTY, TEXAS V. PAYNECON, INCORPORATED, AKA, PAYNE CONCRETE, INC., ET. AL.

MINUTE ORDER 405.24 APPROVING TO SCHEDULE A SPECIAL MEETING FOR TUESDAY, AUGUST 27TH, 2024 AT 10:00 A.M. TO SET THE PROPOSED TAX RATE.

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

ADJOURNMENT 5:23 P.M.

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON AUGUST 20, 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 3RD DAY OF SEPTEMBER 2024.

KRYSTAL VALDEZ, COUNTY CLERK

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – AUGUST 27, 2024

THE ELLIS COUNTY COMMISSIONERS COURT MET FOR A SPECIAL MEETING ON TUESDAY, AUGUST 27, 2024, AT 10:00 A.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: TINA CHAMBERS, CHIEF DEPUTY

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 PONDER, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE: *ELLIS COUNTY TAX ASSESSOR/COLLECTOR RICHARD ROZIER*

ADMINISTRATIVE:

MINUTE ORDER 406.24 (1.1) RATIFYING THE EXECUTED CONTRACT WITH NCCHC RESOURCES, INC. FOR INMATE MEDICAL RFP CONSULTING SERVICES. – *COUNTY JUDGE TODD LITTLE*

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

MINUTE ORDER 407.24 (1.2) APPROVING TO SET THE PROPOSED PROPERTY TAX RATE FOR FISCAL YEAR 2025, AS FOLLOWS:

.245488	(MAINTENANCE AND OPERATIONS)
.009869	(INTEREST AND SINKING)
<u>.018635</u>	(LATERAL ROAD AND BRIDGE – NO NEW REVENUE)
.273992	(TOTAL PROPOSED TAX RATE)

PARTICIPATION: RICHARD ROZIER, ELLIS COUNTY TAX ASSESSOR/COLLECTOR AND RYAN GARRETT, CHIEF OF STAFF, OFFICE OF THE COUNTY JUDGE

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

ADJOURNMENT 11:25 A.M.

MOTION BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER PONDER, MOTION CARRIED

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT SPECIAL MEETING ON AUGUST 27, 2024, ARE HEREBY APPROVED.

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 3RD DAY OF SEPTEMBER 2024.

KRYSTAL VALDEZ, COUNTY CLERK

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-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: August 16, 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: August 20, 2024

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, please accept the annual Audit Report of the fiscal accounts and records of Emergency Services District in Ellis County. **For ESD#2 Midlothian**

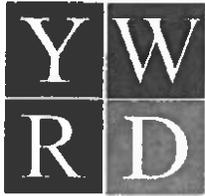
*

County Attorney Approval

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2

ANNUAL FINANCIAL REPORT

For the Fiscal Year Ended September 30, 2023



YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Ellis County Emergency Services District #2

Opinions

We have audited the accompanying financial statements of the governmental activities and general fund of Ellis County Emergency Services District #2, 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 #2'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 and general fund of Ellis County Emergency Services District #2, 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. 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 Ellis County Emergency Services District #2, 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 Ellis County Emergency Services District #2'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 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, 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 Ellis County Emergency Services District #2'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 Ellis County Emergency Services District #2'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

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

YWRD, P.C.

YWRD, P.C.
Certified Public Accountants

Ennis, Texas
July 9, 2024

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Ellis County Emergency Services District #2, we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended September 30, 2023.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$1,321,757 (net position), of which \$431,381 is unrestricted and available for use within the District's policies.
- The District's total net position increased by \$344,296.
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$126,151 or 9.0% of total general fund expenditures.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the financial statements. The government-wide and fund financial statements have been combined using a columnar format that reconciles individual line items of fund financial data to government-wide data in a separate column on the face of the financial statements rather than at the bottom of the statements or in an accompanying schedule.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the District's assets and liabilities with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The Statement of Activities presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The governmental activity of the District consists of fire protection and emergency medical services.

The government-wide financial statements can be found on pages 9-10 of this report.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District currently maintains one governmental fund.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on current sources and uses of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. The combined government-wide and fund financial statements provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

All of the District's activity is maintained in one individual governmental fund.

The basic governmental fund financial statements can be found on pages 9-10 of this report.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 11-20 of this report.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the District's general fund Budget Comparison Schedule. Required supplementary information can be found on page 22 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the District, assets exceeded liabilities by \$1,321,757 as of September 30, 2023.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2'S NET POSITION

	<u>2023</u>	<u>2022</u>
Current and other assets		
Capital assets	\$ 437,221	\$ 427,070
Total assets	<u>1,308,461</u>	<u>1,392,423</u>
	<u>1,745,682</u>	<u>1,819,493</u>
Long term liabilities	120,962	185,863
Other liabilities	<u>302,963</u>	<u>656,169</u>
Total liabilities	<u>423,925</u>	<u>842,032</u>
Net Position:		
Net Investment in Capital Assets	890,376	564,983
Unrestricted	<u>431,381</u>	<u>412,478</u>
Total net position	<u>\$ 1,321,757</u>	<u>\$ 977,461</u>

The District uses capital assets to provide fire protection and emergency medical services; consequently these assets are not available for future spending.

Analysis of the District's Operations. The following table provides a summary of the District's operations for the year ended September 30, 2023. Governmental activities increased the District's net position by \$344,296

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2'S CHANGES IN NET POSITION

	<u>2023</u>	<u>2022</u>
Revenues:		
General revenues:		
Property taxes	\$ 1,739,666	\$ 1,379,445
Investment Earnings	<u>25,910</u>	<u>2,680</u>
Total revenues	<u>1,765,576</u>	<u>1,382,125</u>
Expenses:		
Public safety	<u>1,421,280</u>	<u>1,198,681</u>
Total expenses	<u>1,421,280</u>	<u>1,198,681</u>
Change in net position	344,296	183,444
Net position - beginning	<u>977,461</u>	<u>794,017</u>
Net position - ending	<u>\$ 1,321,757</u>	<u>\$ 977,461</u>

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

Governmental Funds. The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The general fund is the sole fund of the District. At the end of the current fiscal year, the District reported combined fund balance of \$126,643, an increase of \$358,314 in comparison with prior year. \$126,151 constitutes unassigned fund balance. The remainder of the fund balance is nonspendable to indicate that it is not in spendable form (\$492).

General Fund Budgetary Highlights

Original budget compared to final budget. Approximate differences between the original budget and final amended budget can be briefly summarized as follows:

- \$32,310 decrease in property tax revenue
- \$18,000 increase in penalty and interest revenue
- \$14,842 increase in expenditures

Final budget compared to actual results. Actual general fund revenues of \$1,760,208 exceeded budgeted revenues of \$1,730,000 by \$30,208. Actual general fund expenditures of \$1,755,418 exceeded budgeted expenditures of \$1,755,418 by \$30,523.

CAPITAL ASSETS

The District's investment in capital assets for its governmental activities as of September 30, 2023 amounts to \$1,308,461 (net of accumulated depreciation). This investment in capital assets includes building and machinery and equipment.

Capital Assets at Year-End Net of Accumulated Depreciation

	<u>2023</u>	<u>2022</u>
Building	\$ 433,354	\$ 464,017
Machinery and equipment	875,107	928,406
Total	<u>\$ 1,308,461</u>	<u>\$ 1,392,423</u>

Additional information on the District's capital assets can be found in note 3.D on page 18 of this report.

DEBT ADMINISTRATION

At the end of the current fiscal year, the District had total long-term debt of \$120,962.

**Outstanding Debt at Year End
Notes Payable**

Notes payable	<u>2023</u>	<u>2022</u>
	<u>\$ 120,962</u>	<u>\$ 185,863</u>

Additional information on the District's debt can be found in note 3.F on page 19-20 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

In the 2023-2024 Budget the District's revenues are budgeted to increase by \$340,356 or 19.67% over the budget for fiscal year 2023.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Ellis County Emergency Services District #2, 105 S. Cockrell Hill Rd., Ovilla, Texas 75154.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
September 30, 2023

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Net Position</u>
ASSETS			
Cash and cash equivalents	\$ 423,790	\$ -	\$ 423,790
Accounts receivable	12,939	-	12,939
Prepaid items	492	-	492
Capital assets:			
Depreciable (net of accumulated depreciation)	-	1,308,461	1,308,461
Total Assets	<u>\$ 437,221</u>	<u>\$ 1,308,461</u>	<u>1,745,682</u>
LIABILITIES			
Accrued interest	\$ 3,128	\$ 2,712	\$ 5,840
Short-term liabilities	297,123	-	297,123
Noncurrent liabilities:			
Due within one year	-	66,869	66,869
Due in more than one year	-	54,093	54,093
Total Liabilities	<u>300,251</u>	<u>123,674</u>	<u>423,925</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	10,327	(10,327)	-
Total Deferred Inflows of Resources	<u>10,327</u>	<u>(10,327)</u>	<u>-</u>
FUND BALANCE			
Nonspendable:			
Prepaid items	492	(492)	-
Unassigned			
Total Fund Balance	<u>126,643</u>	<u>(126,643)</u>	<u>-</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 437,221</u>		
NET POSITION			
Net investment in capital assets		890,376	890,376
Unrestricted		431,381	431,381
Total Net Position		<u>\$ 1,321,757</u>	<u>\$ 1,321,757</u>

See accompanying notes to financial statements.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE
For the Fiscal Year Ended September 30, 2023

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Activities</u>
REVENUES			
Property taxes	\$ 1,736,078	\$ 3,588	\$ 1,739,666
Penalty and interest	25,910	-	25,910
Total Revenues	<u>1,761,988</u>	<u>3,588</u>	<u>1,765,576</u>
EXPENDITURES/EXPENSES			
Current:			
Contract Fire and EMS - Midlothian	860,000	-	860,000
Contract Fire and EMS - Ovilla	250,000	-	250,000
Contract Fire and EMS - Venus	50,786	-	50,786
CPR devices service contracts	1,633	-	1,633
Appraisal district	14,397	-	14,397
Audit	14,806	-	14,806
Bank charge	70	-	70
Collection fee	25,259	-	25,259
Community emergency response team	305	-	305
Computer and internet	1,088	-	1,088
District manager	7,863	-	7,863
Dues and subscriptions	1,100	-	1,100
Insurance	1,902	-	1,902
Legal	9,844	-	9,844
Meetings	8,700	-	8,700
Printing and office	1,428	-	1,428
State Associations of Fire and Emergency Districts	7,658	2,475	10,133
Travel	2,475	(2,475)	-
Website	3,114	-	3,114
Depreciation	-	130,755	130,755
Capital expenditures:			
Equipment	60,233	(46,793)	13,440
Debt service:			
Principal retirement	64,901	(64,901)	-
Interest charges	16,112	(1,455)	14,657
Total debt service	<u>81,013</u>	<u>(66,356)</u>	<u>14,657</u>
Total Expenditures/Expenses	<u>1,403,674</u>	<u>17,606</u>	<u>1,421,280</u>
Net Change in Fund Balance	358,314	(358,314)	-
Change in Net Position	-	344,296	344,296
Fund Balance (Deficit)/Net Position, Beginning of Year	<u>(231,671)</u>	<u>1,209,132</u>	<u>977,461</u>
Fund Balance/Net Position, End of Year	<u>\$ 126,643</u>	<u>\$ 1,195,114</u>	<u>\$ 1,321,757</u>

See accompanying notes to financial statements.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the District. Governmental activities, the only type of activities conducted by the District, are supported by property taxes and other various nonexchange transactions.

B. Reporting entity

The Ellis County Emergency Services District #2 (District) is a grassroots government created by voters in an area to fund fire protection, emergency medical services, or both. The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America.

The District applies the criteria set forth in GASB Statement No. 61, The Financial Reporting Entity, to determine which governmental organizations should be included in the reporting entity. The inclusion or exclusion of component units is based on the elected official's accountability to their constituents. The financial reporting entity follows the same accountability. In addition, the financial statements of the reporting entity should allow the user to distinguish between the primary government (including its blended component units, which are, in substance, part of the primary government) and discretely presented component units. Criteria for inclusion of an entity into the primary governmental unit (in blended or discrete presentation) includes, but is not limited to, legal standing, fiscal dependency, imposition of will and the primary recipient of services. The District presently has no component units included within its reporting entity.

C. Basis of presentation - government-wide financial statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds. Separate financial statements are provided for governmental funds. The statement of net position reports all financial and capital resources. The statement of activities demonstrates what the District provided with the revenues raised.

D. Basis of presentation - fund financial statements

The fund financial statements provide information about the District's funds. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. Major individual governmental funds are reported as separate columns in the fund financial statements.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Basis of presentation - fund financial statements (continued)

The District reports the following major governmental fund:

The *general fund* is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

E. Budgetary and compliance information

1. Budgetary basis of accounting

Annual budgets are adopted on a basis on the budgetary basis of accounting for the general fund. All annual appropriations lapse at fiscal year end. The legal level of budgetary control is the fund level.

2. Compliance with finance related legal and contractual provisions

The District has no material violations of finance related legal and contractual provisions, including the Texas Public Funds Investment Act.

3. Excess of expenditures over appropriations

The General fund expenditures exceeded appropriations by \$30,523. This excess was funded by excess revenues of \$30,208 and existing fund balance.

F. Assets, liabilities, deferred inflows of resources, and fund balance/net position

1. Cash and cash equivalents

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

2. Receivables and allowances for doubtful accounts

All property tax receivables are shown net of an allowance for uncollectibles. The property tax receivable allowance is the lesser of 0.2 percent of the tax levy for each fiscal year or the outstanding property taxes for each fiscal year at year end.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

F. Assets, liabilities, deferred inflows of resources, and fund balance/net position (continued)

The District's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and personal property. Appraised values are established by the Elis Appraisal District as market value and assessed at 100% of appraised value. Property taxes attach an enforceable lien on property as of January 1. The Ellis County Tax Assessor/Collector bills and collects the District's property taxes which are due October 1. Full payment can be made prior to the next January 31 to avoid penalty and interest charges. Over time substantially all property taxes are collected.

3. Prepaid items

Certain payments to vendors reflect costs applicable to future periods and are recorded as prepaid items in both the government-wide and fund financial statements.

4. Capital assets

The District's capital assets, which include a building and machinery and equipment, are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$1,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

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.

Building and machinery and equipment are depreciated using the straight line method over the following estimated useful lives:

Capital asset class	Lives
Building	30
Machinery and equipment	10-20

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

F. Assets, liabilities, deferred inflows of resources, and fund balance/net position (continued)

5. *Deferred Inflows of Resources*

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has only one type of item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that the amount becomes available.

6. *Long-term obligations*

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities statement of net position. Debt issuance premiums and discounts are deferred and amortized over the life of the debt using the effective interest method. Notes payable are reported net of the applicable debt issuance premium or discount.

In the fund financial statements, governmental fund types recognize debt issuance premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures

7. *Net position flow assumption*

Net position represent the difference between assets, liabilities and deferred inflows of resources on the government-wide financial statements. Net position is classified in the following categories:

Net investment in capital assets —This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that is attributed to the acquisition, construction, or improvement of the assets.

Restricted net position —This amount is restricted by creditors, grantors, contributors, or laws or regulations.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

F. Assets, liabilities, deferred inflows of resources, and fund balance/net position (continued)

Unrestricted net position —This amount is the net position that does not meet the definition of "net investment in capital assets" of "restricted net position".

Sometimes the District will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted - net position and unrestricted - net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted - net position to have been depleted before unrestricted - net position is applied.

8. Fund balance flow assumption

The governmental fund financials present fund balance categorized based on the nature and extent of the constraints placed on the specific purposes for which a government's funds may be spent. The following classifications describe the relative strength of the spending constraints:

Nonspendable fund balance—amounts that are not in spendable form (such as prepaid items) or are required to be maintained intact.

Restricted fund balance—amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.

Committed fund balance—amounts constrained to specific purposes by the District itself, using its highest level of decision-making authority (i.e., Board of Directors). To be reported as committed, amounts cannot be used for any other purpose unless the District takes the same highest level action to remove or change the constraint.

Assigned fund balance—amounts the District intends to use for a specific purpose. Intent can be expressed by the Board of Directors or by an official or body to which the Board of Directors delegates the authority.

Unassigned fund balance— amounts that represent fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. Other governmental funds might report a negative balance in this classification, as the result of overspending for specific purposes for which amounts had been restricted, committed, or assigned. Positive balances are reported only in the general fund.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

F. Assets, liabilities, deferred inflows of resources, and fund balance/net position (continued)

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of restricted and unassigned fund balance). In order to calculate the amounts to report as restricted and unassigned fund balance in the governmental fund financials statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, restricted fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

NOTE 2 – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The combined statement of net position and the governmental funds balance sheet and the combined statement of activities and governmental funds revenues, expenditures and changes in fund balance include an adjustments column that reconciles the amounts reported in the governmental funds to show how each would change when reported on the accrual basis of accounting.

Amounts reported for governmental activities in the statement of net position are different because capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds and because long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. The adjustment to report these amounts include an increase in capital assets of \$1,308,461 and an increase in noncurrent liabilities of \$120,962.

Governmental funds report capital outlays as expenditures. However, in the government-wide statement of activities and changes in net position, the cost of those assets is allocated over their estimated useful lives as depreciation expense. The adjustment to report these amounts included a decrease in expenditures in the amount of \$46,793.

Depreciation expense on capital assets is reported in the government-wide statement of activities and changes in net position, but they do not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditure in governmental funds. The adjustment to report these amounts included an increase in depreciation expense in the amount of \$130,755.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023

NOTE 2 – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS
(continued)

The issuance of long-term debt (e.g., note payable) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items. Notes payable retired amounted to \$64,901.

Accrued interest expense on long-term debt is reported in the government-wide statement of activities and changes in net position, but does not require the use of current financials resources; therefore, accrued interest expense is not reported as expenditures in governmental funds. The adjustments to report these amounts included an increase in current liabilities of \$2,712, a decrease in beginning net position of \$4,167, and a decrease in interest expense in the amount of \$1,455.

Property taxes receivable not estimated to be collectible within sixty days after the balance sheet date are not considered to be susceptible to accrual and are recorded as unavailable revenue in the fund financial statements. However, in the governmental-wide financial statements these amounts are recognized as revenues. The adjustments to report these amounts included a decrease in unavailable revenue of \$10,327, an increase in beginning net position of \$6,739, and an increase in property taxes in the amount of \$3,588.

NOTE 3 – DETAIL NOTES – ALL FUNDS

A. Cash deposits with financial institutions

Custodial credit risk-deposits. In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. State statutes require that all deposits in financial institutions be fully insured or collateralized by U. S. Government obligations or obligations of Texas and its agencies that have a market value of not less than the principal amount of the deposits. At year end the bank balance of the District's deposits was \$425,409. Of the bank balance, \$254,142 was covered by federal depository insurance, and \$171,267 was covered by collateral pledge in the District's name. The collateral was held in the District's name by the safekeeping department of the pledging bank's agent and had a fair value of approximately \$1,310,000.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023

NOTE 3 – DETAIL NOTES – ALL FUNDS (continued)

B. Receivables

Amounts are aggregated into a single accounts receivable (net of allowance for uncollectibles) line. Below is the detail of receivables for the general fund:

Receivables:	General
Property taxes	\$ 30,172
Less: Allowance for uncollectibles	(17,233)
Net total receivables	\$ 12,939

C. Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District maintains commercial insurance coverage covering each of those risks of loss. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

D. Capital Assets

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

	Beginning Balance	Increase	Decrease	Ending Balance
Governmental activities:				
Capital assets being depreciated:				
Building	\$ 799,934	\$ -	\$ -	\$ 799,934
Machinery and equipment	1,206,870	46,793	-	1,253,663
Total capital assets being depreciated	2,006,804	46,793	-	2,053,597
Less accumulated depreciation:				
Building	(335,917)	(30,663)	-	(366,580)
Machinery and equipment	(278,464)	(100,092)	-	(378,556)
Total accumulated depreciation	(614,381)	(130,755)	-	(745,136)
Total capital assets being depreciated (net)	1,392,423	(83,962)	-	1,308,461
Governmental activities capital assets, net	\$ 1,392,423	\$ (83,962)	\$ -	\$ 1,308,461

Depreciation expense was charged to governmental activities as follows:

Governmental activities	\$ 130,755
-------------------------	------------

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023

NOTE 3 – DETAIL NOTES – ALL FUNDS (continued)

E. Short-term liabilities

Notes Payable -

The District issued notes to provide resources for the purchase of fire equipment and fire station additions. The notes are due on demand, and if no demand is made, then principal and accrued interest shall be payable in installments. The District's notes payable currently outstanding and reported as current liabilities of the District's governmental activities and governmental funds are:

	Note Amount	Maturity Date	Interest Rate	Year-end Balance	Secured By
\$	260,000	02/19/2024	2.69%	\$ 37,390	Ad valorem tax revenues
	260,000	11/15/2025	2.59%	98,643	Ad valorem tax revenues
	230,000	06/06/2026	3.09%	161,090	Ad valorem tax revenues
				<u>\$ 297,123</u>	

Changes in short-term liabilities -

Short-term liability activity for the year ended September 30, 2023, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Notes payable	\$ 641,577	\$ -	\$ (344,454)	\$ 297,123	\$ 139,292
Short-term liabilities	<u>\$ 641,577</u>	<u>\$ -</u>	<u>\$ (344,454)</u>	<u>\$ 297,123</u>	<u>\$ 139,292</u>

F. Long-term liabilities

Notes Payable -

Notes payable currently outstanding and reported as liabilities of the District's governmental activities are:

	Note Amount	Maturity Date	Interest Rate	Year-end Balance	Secured By
\$	602,000	01/03/2025	2.99%	<u>\$ 120,962</u>	Vehicle

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023

NOTE 3 – DETAIL NOTES – ALL FUNDS (continued)

F. Long-term liabilities (continued)

Annual debt service requirements to maturity are as follows -

Year Ending September 30	Notes Payable	
	Principal	Interest
2024	\$ 66,869	\$ 3,667
2025	54,093	1,644
	<u>\$ 120,962</u>	<u>\$ 5,311</u>

Changes in long-term liabilities -

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

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Notes payable	\$ 185,863	\$ -	\$ (64,901)	\$ 120,962	\$ 66,869
Long-term liabilities	<u>\$ 185,863</u>	<u>\$ -</u>	<u>\$ (64,901)</u>	<u>\$ 120,962</u>	<u>\$ 66,869</u>

G. Subsequent Events

Subsequent to year end, the District approved the following items:

- Approve purchase of \$701,820 of equipment
- Approve purchase of \$260,000 of equipment with a note payable

REQUIRED SUPPLEMENTARY INFORMATION

Major Governmental Fund

This supplementary schedule is included to supplement the basic financial statements as required by Governmental Accounting Standards Board.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND
For the Fiscal Year Ended September 30, 2023

	Budgeted Amounts		Actual GAAP Basis	Adjustments Budget Basis	Actual Budget Basis	Variance with Final Budget - Over (Under) Budget
	Original	Final				
REVENUES						
Property taxes	\$ 1,741,310	\$ 1,709,000	\$ 1,736,078	\$ (1,780)	\$ 1,734,298	\$ 25,298
Penalty and interest	3,000	21,000	25,910	-	25,910	4,910
Total Revenues	<u>1,744,310</u>	<u>1,730,000</u>	<u>1,761,988</u>	<u>(1,780)</u>	<u>1,760,208</u>	<u>30,208</u>
EXPENDITURES						
Current:						
Contract Fire and EMS - Midlothian	860,000	860,000	860,000	-	860,000	-
Contract Fire and EMS - Ovilla	250,000	250,000	250,000	-	250,000	-
Contract Fire and EMS - Venus	48,000	50,786	50,786	-	50,786	-
CPR devices service contracts	3,791	3,791	1,633	-	1,633	(2,158)
Appraisal district	11,500	14,200	14,397	-	14,397	197
Audit	6,000	7,500	14,806	-	14,806	7,306
Bank charge	-	-	70	-	70	70
Collection fee	8,690	8,690	25,259	-	25,259	16,569
Communication equipment	35,000	33,000	-	-	-	(33,000)
Community emergency response team	2,000	2,000	305	-	305	(1,695)
Computer and internet	-	-	1,088	-	1,088	1,088
District manager	7,200	7,200	7,863	-	7,863	663
Dues and subscriptions	-	-	1,100	-	1,100	1,100
Insurance	2,500	2,404	1,902	(7)	1,895	(509)
Legal	5,000	8,500	9,844	-	9,844	1,344
Meetings	7,500	8,700	8,700	-	8,700	-
Printing and office	1,000	1,382	1,428	-	1,428	46
State Associations of Fire and Emergency Districts	8,000	8,758	7,658	-	7,658	(1,100)
Tax rate publication	1,000	1,000	-	-	-	(1,000)
Travel	-	2,474	2,475	-	2,475	1
Website	3,100	3,100	3,114	-	3,114	14
Capital expenditures: Equipment	18,652	18,652	60,233	-	60,233	41,581
Debt service: Principal retirement	431,120	432,758	64,901	367,863	432,764	6
Interest and fiscal charges	-	-	16,112	(16,112)	-	-
Total debt service	<u>431,120</u>	<u>432,758</u>	<u>81,013</u>	<u>351,751</u>	<u>432,764</u>	<u>6</u>
Total Expenditures	<u>1,710,053</u>	<u>1,724,895</u>	<u>1,403,674</u>	<u>351,744</u>	<u>1,755,418</u>	<u>30,523</u>
Net Change in Fund Balance	<u>\$ 34,257</u>	<u>\$ 5,105</u>	<u>\$ 358,314</u>	<u>\$ (353,524)</u>	<u>\$ 4,790</u>	<u>\$ (315)</u>

1. Budgetary basis of accounting

The annual budget for the general fund is prepared on the budgetary basis of accounting. Appropriations in the budgeted fund lapse at the end of the fiscal year. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level.

2. Excess of expenditures over appropriations

For the year ended September 30, 2023, expenditures exceeded appropriations in the General Fund by \$30,523.

COMMISSIONERS COURT AGENDA REQUEST

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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Please fill out this form completely:

DATE: 8/23/24 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Judge William Wallace and EC Veterans Treatment Court Coordinator Brent Dorrugh

PHONE: 972-825-5014 FAX: 972-825-5016

DEPARTMENT OR ASSOCIATION: 378TH DISTRICT COURT

ADDRESS: 109 SOUTH JACKSON STREET, WAXAHACHIE

PREFERRED DATE TO BE PLACED ON AGENDA: 9/3/24

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

CONSENT AGENDA ITEM:
ACCEPTANCE OF THE TEXAS VETERANS COMMISSION FUND FOR VETERANS' ASSISTANCE GRANT AWARD IN THE AMOUNT OF \$110,000.00 BY COUNTY JUDGE SIGNATURE. THE GRANT PERIOD IS FROM 7/1/2024 TO 6/30/2025.



Fund for Veterans' Assistance

Helping Veterans Starts Here

Notice of Grant Award

NOGA

AWARD INFORMATION

TVC Grant Number:
VTC24-V-028

Grantee Organization:
Ellis County

Award Issue Date:
05/16/2024

Flux Grant ID:
R-2024-2018005168

AWARDING AGENCY

Grantor Organization:
Texas Veterans Commission

AWARD AMOUNT

Total Awarded Amount:
\$ 110,000

AWARD DETAILS

Program Category:
Veteran Treatment Court Program

Service Category:
Veterans Treatment Court

Grant Period Start Date:
07/01/2024

Grant Period End Date:
06/30/2025

Terms and Conditions

The approved signature below serves as a formal acceptance by the Texas Veterans Commission (TVC) of the Grantee's Application, and addenda (if any) and the approval of this Notice of Grant Award creates a legally binding agreement between the Grantee and TVC. The TVC Grant Program Requirements as stated in (1) the applicable federal and/or state statute and regulations, (2) the original Request for Applications (RFA) including any addenda issued, (3) the budget tables, budget group allocations, and budget narratives and notes in the addenda to Grantee's Application, and (4) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreements between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes to the approved Grant must follow TVC's amendment process.

AUTHORIZATION

Authorized Representative Name:
Todd Little

Authorized Representative Title:
Signature Authority

Executive Director:
Thomas Palladino

Authorized Representative Title:
Executive Director



COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 8/27/24 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: COUNTY JUDGE TODD LITTLE

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

DEPARTMENT OR ASSOCIATION: COUNTY JUDGE

ADDRESS: 101 WEST MAIN STREET, WAXAHACHIE

PREFERRED DATE TO BE PLACED ON AGENDA: 9/3/24

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

CONSENT AGENDA ITEM:
ACCEPTANCE TO REAPPOINT LISA HEINE TO THE LAKES REGIONAL COMMUNITY CENTER AS THE ELLIS COUNTY BOARD OF TRUSTEE MEMBER FOR ANOTHER TWO YEAR TERM ENDING IN SEPTEMBER 2026.

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 08/26/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Staci Parr

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/03/2024

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

****CONSENT AGENDA - FINANCIAL****
Line Item Transfer
DECREASE 001-0030-508620 Fiscal Service Fee by \$3,375

INCREASE 001-0030-508190 Computer Equipment by \$2,500
INCREASE 001-0030-507030 Telephone by \$300
INCREASE 001-0030-508050 Conference by 300
INCREASE 001-0030-508650 Employment Screening by \$275

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 08/26/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Jana Onyon

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Elections

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/03/2024

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

****CONSENT AGENDA - FINANCIAL****
Line Item Transfer
DECREASE 001-0210-508480 Part Time Election Salaries by \$56,200
DECREASE 001-0210-506950 FICA by \$5,000
INCREASE 001-0210-508020 Equipment by \$55,000
INCREASE 001-0210-507030 Telephone by \$5,000
INCREASE 001-0210-50230 Legal Notices by \$100
INCREASE 001-0210-508880 Computer Software by \$1,100



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 2023-2024 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508480	Part Time Election Salaries	-\$ 56,200.00
001-0210-506950	Fica	-\$ 5,000.00
	TOTAL:	-\$ 61,200.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508020	Equipment	\$ 55,000.00
001-0210-507030	Telephone	\$ 5,000.00
001-0210-508230	Legal Notices	\$ 100.00
001-0210-508880	Computer Software	\$ 1,100.00
	TOTAL:	\$ 61,200.00

Signature: Jana Omyon Date: 08/19/2024 Department: Elections

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: Sara A. Parn

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 08/26/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Lane Grayson

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner Pct 2

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/03/2024

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

****CONSENT AGENDA - FINANCIAL****
Line Item Transfer
DECREASE 010-0653-509100 FM2 Gas/Oil by \$25,000
INCREASE 010-0653-509070 FM2 Tires by \$25,000

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 08/28/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Michaela Sandefer

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Emergency Management

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/03/2024

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

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

DECREASE 001-0430-509770 Preparedness Training by \$800.00
INCREASE 001-0430-509760 Preparedness Fair by \$800.00

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 08/28/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Jocelyn King

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: IT Department

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/03/2024

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

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

DECREASE 001-0035-508190 Computer Equipment by \$2,500.00
DECREASE 001-0035-508010 Supplies by \$5,000.00
DECREASE 001-0035-508880 Computer Software by \$8,429.00

INCREASE 001-0035-508680 Contract Services by \$15,929.00



Department of Development Agenda Items
Ellis County Commissioners' Court -
September 3, 2024
2:00 PM

CONSENT AGENDA

Consent Item No. 1

Approval of the Department of Development's (DoD) monthly financial report for July 2024, as required by Chapter 114.044 of the Texas Local Government Code.

REGULAR AGENDA

Agenda Item No. 1.1

Discussion, consideration, and action on a request for a variance for Parcel ID 183035 from Section IV (B) of the Subdivision & Development Regulations to allow this property to develop with an existing structure encroaching into the proposed front building line setback and front drainage and utility easement. The property contains \pm 0.86 acres of land located at the northeast intersection of Hemphill Street and East Main Street, Avalon, Road and Bridge Precinct No. 2.

Agenda Item No. 1.2

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 181719. This \pm 5.811-acre site is located \pm 3,450 feet southwest of the intersection of East State Highway 34 and FM 660, located in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road and Bridge Precinct No. 2.

Agenda Item No. 1.3

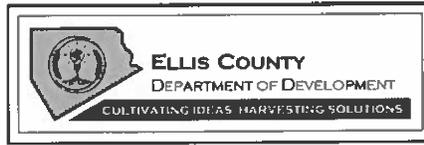
Discussion, consideration, and action on a plat of Cynthia's Addition, Lot 1, Block A, being a replat of Old Town India, Lots 9-17, 19 & 22. The \pm 1.174-acre site is located \pm 195 feet south of the intersection of FM 780 and India Road, Ferris, Road and Bridge Precinct No. 1.

Agenda Item No. 1.4

Discussion, consideration, and action to ratify staff action on a plat of Autwell Estates, Lot 1. The \pm 6.002-acre site is located northeast of the intersection of Jackson Road and Smith Road, situated in part of the H. Hilburn Survey Abstract No. 475 and the M. Cheek Survey Abstract No. 219, Maypearl, Road and Bridge Precinct No. 3.

Agenda Item No. 1.5

Discussion, consideration, and action to ratify staff action on a plat of Nichols Estate Subdivision. The \pm 2.532-acre site is located \pm 365 feet northeast of the intersection of FM 308 and Thunder Road, situated in John C Logan Survey, Abstract 649, Milford, Road and Bridge Precinct No. 3.



Agenda Item No. 1.6

Discussion, consideration, and action to ratify staff action on a plat of Gigi's Castle. The ± 8.407-acre site is located ± 1,200 feet east of the intersection of Smith Road and Wiggins Road, situated in M. Cheek Survey, Abstract No. 219, Maypearl, Road and Bridge Precinct No. 4.

EXECUTIVE SESSION

MUD updates

Selinger vs. Ellis County (if needed)

ELLIS COUNTY COMMISSIONERS COURT

Court Date: September 3, 2024



REPORTING DEPARTMENT: DoD

AGENDA TYPE

- Consent Agenda
 Regular Agenda
 Public Hearing

**DoD FINANCIAL REPORT
 JULY 2024
 CONSENT AGENDA ITEM**

AGENDA CAPTION:

Approval of the Department of Development's (DoD) monthly financial report for July 2024, as Chapter 114.044 of the Texas Local Government Code requires.

EXECUTIVE SUMMARY:

The County Auditor requested all departments receiving monies to submit a monthly financial report for approval to the Commissioners' Court as required in Texas Local Government Code, Chapter 114.044. This report satisfies this requirement. Below is an approximate summary of revenues and expenditures for July 2024.

REVENUE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0000-202500	TCEQ Line Item	\$ 550.00
001-0060-400580	PWA (Permits)	\$ 23,626.93
001-0060-400720	Plats (Subdivisions)	\$ 2,874.00
001-0060-400940	Septic Fees	\$ 34,200.00
001-0060-406080	Misc. Fees	\$ 550.00
001-0921-406260	Recording Fees	\$ 403.00
003-0601-400920	Pct. No. 1 – Subdivision Percentage (Road) Fees	\$ 0.00
004-0652-400920	Pct. No. 2 – Subdivision Percentage (Road) Fees	\$ 0.00
005-0703-400920	Pct. No. 3 – Subdivision Percentage (Road) Fees	\$ 0.00
006-0754-400920	Pct. No. 4 – Subdivision Percentage (Road) Fees	\$ 0.00
076-0976-409760	Subdivision Inspection Fees (Special Fund)	\$ 0.00
REVENUES		\$ 62,203.93

EXPENSE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0060-506010	Travel Reimbursement	\$ 69.68
001-0060-507030	Telephone	\$ 384.93
001-0060-508010	Supplies	\$ 235.55
001-0060-508020	Equipment	\$ 2,130.11
001-0060-508050	Conference	\$ 300.00
001-0060-508060	Dues	\$ 813.00
001-0060-508080	Auto Gas	\$ 1,166.84
001-0060-508090	Auto Repairs	\$ 17.75
001-0060-508100	Auto Tires	\$ 1,380.20
001-0060-508190	Computer	\$ 139.95
001-0060-508210	Uniform	\$ 0.00
001-0060-508680	Contract Services	\$ 792.56
001-0060-508880	Computer Software	\$ 958.33
001-0060-508990	Development Testing	\$ 0.00
076-0976-509978	Subdivision Inspection Fees (Special Fund)	\$ 0.00
EXPENDITURES		\$ 8,388.90



REPORTING DEPARTMENT: DoD

AGENDA TYPE

- Consent Agenda
- Regular Agenda
- Public Hearing

Encroachment Variance Request
PID No. 183035 (Proposed Langley Addition)
Pct. No. 2
AGENDA ITEM NO. 1.1

CAPTION:

Discussion, consideration, and action on a request for a variance for Parcel ID 183035 from Section IV (B) of the Subdivision & Development Regulations to allow this property to develop with an existing structure encroaching into the proposed front building line setback and front drainage and utility easement. The property contains ± 0.86 acres of land located at the northeast intersection of Hemphill Street and East Main Street, Avalon, 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. 183035

APPLICANT(s):

Jeremy Langley and Crystal Lopez

ATTACHMENTS:

- 1) Location Map
- 2) Letter of Request
- 2) Draft Order

STAFF RECOMMENDATION:

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

BACKGROUND:

- The applicant applied to plat this property in July 2024, but upon reviewing the application, staff discovered that due to the County's thoroughfare classification of FM 34, existing structures would encroach into the front building line setback and front drainage and utility easement line upon right-of-way dedication with approval of the plat.
- After speaking with staff, the applicant requests these variances to develop this property into two lots of record.
- The current regulations require a proposed lot adjacent to have a minimum front building line setback of 25 feet. Within that setback, a front drainage and utility easement of 20 feet is also required before any development can occur.
- The proposed plat and a new property line (if approved) show that the structures will encroach into the required front building setback line between ± 10.5 feet and ± 13.5 feet and the front drainage and utility easement between ± 5.5 feet and ± 8.5 feet. There are no plans to expand any structures.
- Avalon Water currently services both proposed lots for sewer and water.
- If a variance is approved, the applicant will proceed with platting the property in accordance with the County's subdivision regulations.

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
8/22/2024	Fourteen (14) letters

PERTINENT REGULATION(s):

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

Relief Sought From:	County Development Standard:	Applicant’s Request:	Difference:
Structure – Encroachment into the front building setback line	No buildings shall encroach into the front building line setback (25 feet).	Existing structure encroaches into the front building line setback.	Encroachment into the front building line: ± 10.5 feet and 13.5 feet.
Structure – Encroachment into the front drainage & utility easement	No buildings shall encroach into the front drainage & utility easement (20 feet.)	Existing structure encroaches into the front drainage and utility easement.	Encroachment into the front drainage & utility easement: ± 5.5 feet and 8.5 feet

- Section VIII (B) outlines the criteria below for granting 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:

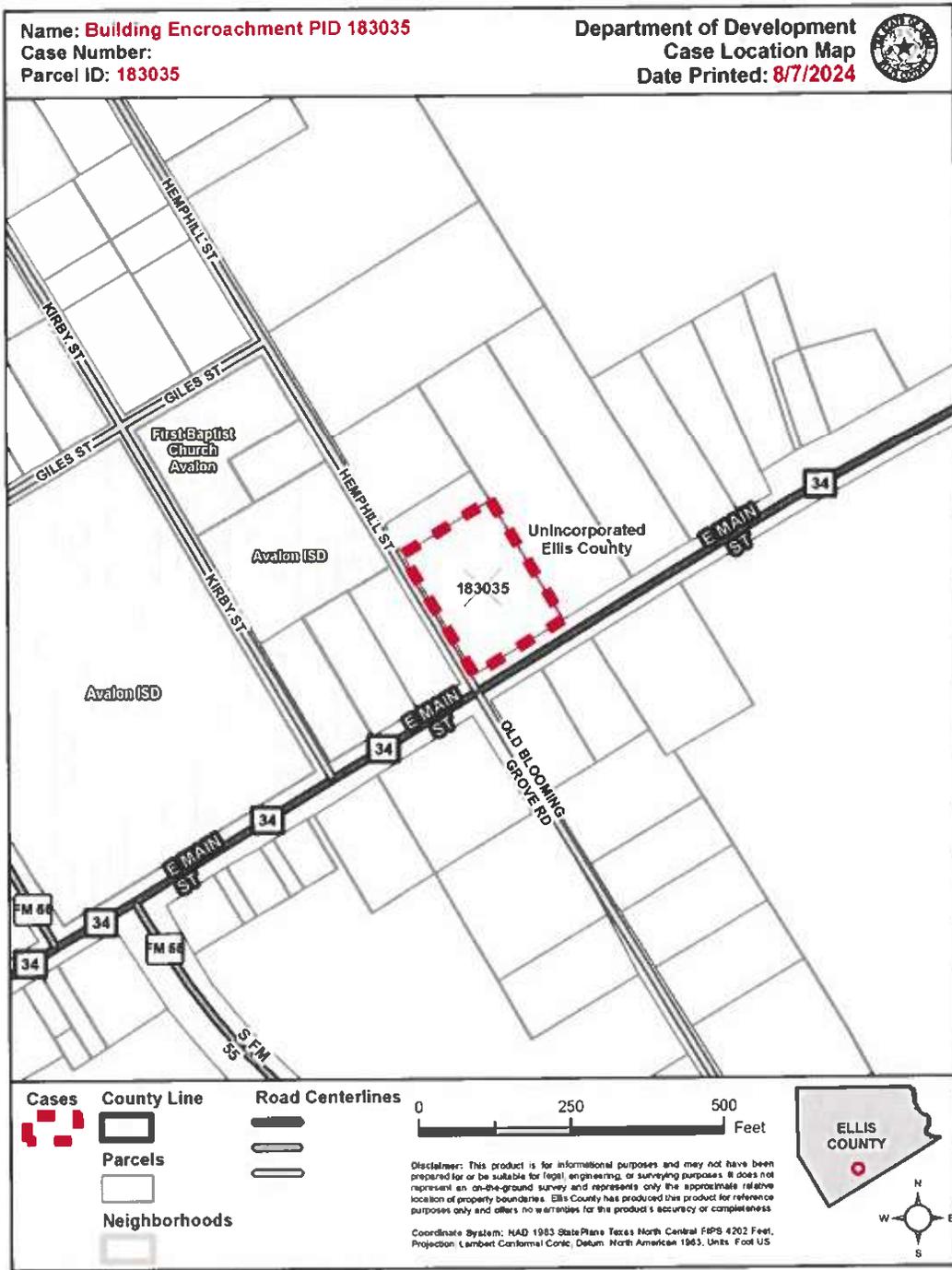
The property owners cannot meet the minimum front building line setback requirement nor the front drainage and utility easement requirements to meet the minimum platting requirements due to the current state of the property and the required right-of-way dedication requirements, as stated in the Background Section.

While variances are policy directives to be considered by the Commissioners Court on a case-by-case basis, this request appears to meet the established variance criteria.

Should the Commissioners Court decide to approve these variance requests for PID No. 183035 – (proposed Langley Addition Plat) for two (2) proposed lots from Volume I, Section IV (B) to the front setback and front utility & drainage easement requirements – staff requests it be subject to the following conditions:

- 1) Encroachment of the existing structure can encroach into the front building line between ± 10.5 feet and ± 13.5 feet.
- 2) Encroachment of the existing structure into the front drainage & utility easement between ± 5.5 and ± 8.5 feet.
- 3) The non-conforming existing structure may not be enlarged or expanded, nor shall it be structurally altered, unless such alteration converts such structure into conformity with the existing regulations in effect at that time.
- 4) Nonconforming structures shall not be rebuilt in case of partial or total destruction exceeding 50 percent of their fair market value. If any such structure is damaged or destroyed to the extent of exceeding more than 50 percent of its fair market value, it shall not be rebuilt except in conformance with the County's adopted subdivision regulations at the time of application.
- 5) Approval of these variance requests does not extend to multi-tenant, multi-unit, or any other commercial structures or businesses without meeting the requirements in effect at that time.
- 6) The property owner or applicant shall submit a plat identical to the survey plat provided for the property.
- 7) No further subdivision of this property shall occur until it can meet the subdivision requirements in effect at that time.

In addition, if the Court should be interested, it can direct staff to pursue a future regulation amendment to allow existing structures in this same predicament to remain without needing to go through the variance process based on the abovementioned conditions.



Agenda Item No. 1.1 – Variance Requests for PID No. 183035 (Proposed Langley Addition)
 Report Authored by: Sara Garcia – Assistant Director
 Report Submitted & Approved by: Alberto Mares, AICP, DR, CPM – Dir. of Planning & Development

We are writing to request a variance to our property. As the world has changed dramatically, our need for an additional structures on our property was needed. Due to having to care for our grand father and my wife's parents more space was needed to store belongings and living arrangements to accommodate. The placement of the sheds are ideal because it maintains property aesthetics, it is not obtrusive nor does it break up the yard. It is in a space that is seldom used currently. It does not block or hinder our neighbors view or aesthetics in any way. The spot is lined with the property and was chosen with care and conscientiousness of the neighbors. We believe we fulfill the requirements for a variance and kindly ask you to review and grant such variance.

Thank you for your time and consideration.

*Jenny Bayly
Crystal Lopez*

**COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____**

On this, the 3rd day of September 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:

- Randy Stinson, Commissioner, Pct. 1
- Lane Grayson, Commissioner, Pct. 2
- Louis Ponder, Commissioner, Pct. 3
- 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 183035 – (THE PROPOSED LANGLEY ADDITION PLAT) FROM SECTION IV (B) OF THE SUBDIVISION & DEVELOPMENT REGULATIONS TO ALLOW THIS PROPERTY TO DEVELOP WITH AN EXISTING STRUCTURE ENCROACHING INTO THE PROPOSED FRONT BUILDING LINE SETBACK AND FRONT DRAINAGE AND UTILITY EASEMENT. THE PROPERTY CONTAINS ± 0.86 ACRES OF LAND LOCATED AT THE NORTHEAST INTERSECTION OF HEMPHILL STREET AND EAST MAIN STREET, AVALON, ROAD AND BRIDGE PRECINCT NO. 2., 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. 183035 from Volume I, Section IV (B) of the Subdivision & Development Standards, allowing two (2) lots without meeting the regulations as described in the table below, subject to the following conditions:

- 1) Encroachment of the existing structure can encroach into the front building line by ± 10.5 feet and 13.5 feet.
- 2) Encroachment of the existing structure into the front drainage & utility easement by ± 5.5 feet and 8.5 feet.
- 3) The non-conforming existing structure may not be enlarged or expanded, nor shall it be structurally altered, unless such alteration converts such structure into conformity with the existing regulations in effect at that time.
- 4) Nonconforming structures shall not be rebuilt in case of partial or total destruction exceeding 50 percent of their fair market value. If any such structure is damaged or destroyed to the extent of exceeding more than 50 percent of its fair market value, it shall not be rebuilt except in conformance with the County's adopted subdivision regulations at the time of application.
- 5) Approval of these variance requests does not extend to multi-tenant, multi-unit, or any other commercial structures or businesses without meeting the requirements in effect at that time.
- 6) The property owner or applicant shall submit a plat identical to the survey plat provided for the property.
- 7) No further subdivision of this property shall occur until it can meet the subdivision requirements in effect at that time.

Relief Sought From:	County Development Standard:	Applicant's Request:	Difference:
Structure – Encroachment into the front building setback line	No buildings shall encroach into the front building line setback (25 feet).	Existing structure encroaches into the front building line setback.	Encroachment into the front building line ± 10.5 feet and 13.5 feet.
Structure – Encroachment into the front drainage & utility easement	No buildings shall encroach into the front drainage & utility easement (20 feet.)	Existing structure encroaches into the front drainage and utility easement.	Encroachment into the front drainage & utility easement: ± 5.5 feet and 8.5 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 3RD DAY OF SEPTEMBER 2024.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

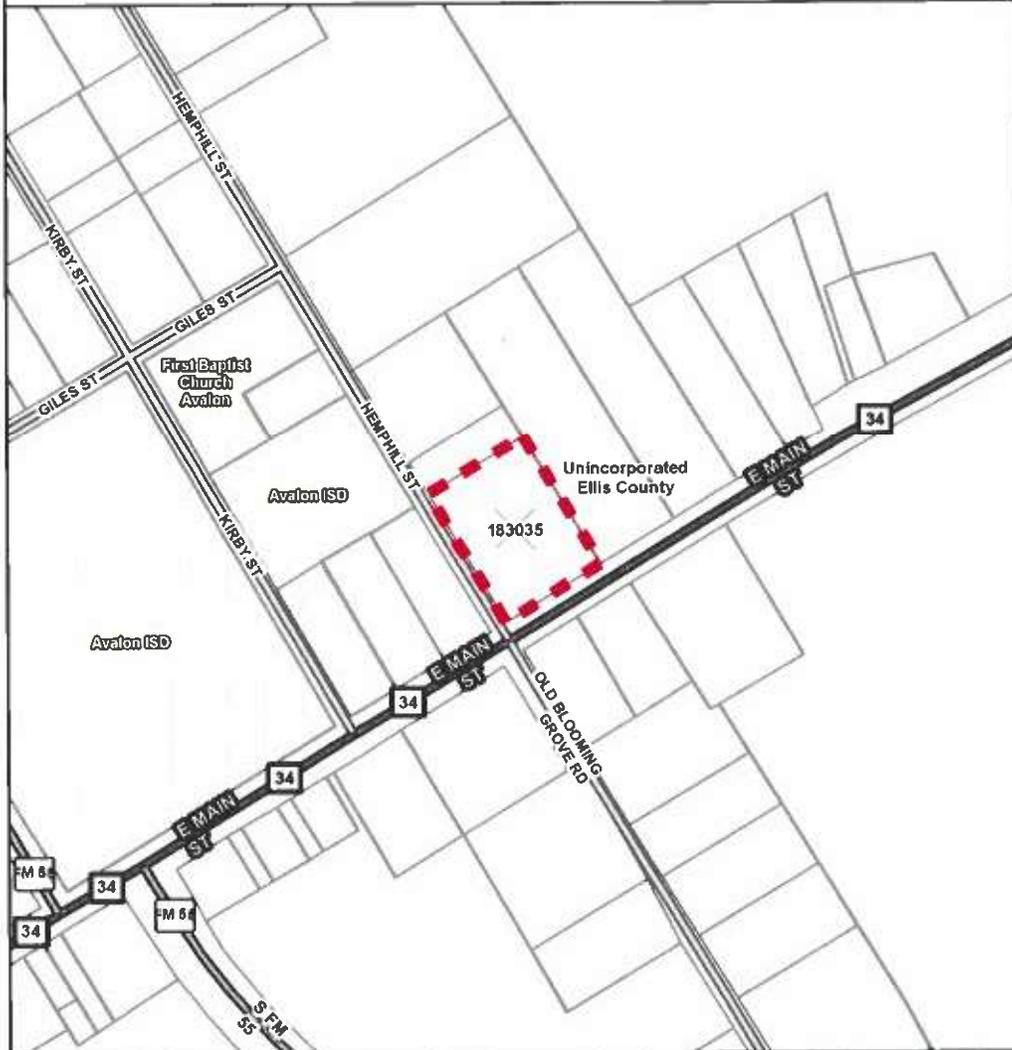
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

Name: **Building Encroachment PID 183035**
 Case Number:
 Parcel ID: **183035**

Department of Development
 Case Location Map
 Date Printed: **8/7/2024**



Cases	County Line	Road Centerlines	0 250 500 Feet	 ELLIS COUNTY
Parcels	Neighborhoods			

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Ellis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Coordinate System: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Projection: Lambert Conformal Conic, Datum: North American 1983, Units: Foot US

96.749993_32.206151 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 8/7/2024 G:\GIS\Maps\Templates\Ellis County Layouts - ArcMap11 DDD\OOD Case Location.mxd

ELLIS COUNTY COMMISSIONERS COURT		September 3, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Variance Request – Road Frontage -		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	Parcel ID No. 181719 Pct. No. 2 AGENDA ITEM NO. 1.2		

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 181719. This ± 5.811-acre site is located ± 3,450 feet southwest of the intersection of East State Highway 34 and FM 660, located in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road and Bridge Precinct No. 2.

CASE TYPE:

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

IDENTIFYING LANDMARK:

Parcel ID No. 181719

APPLICANT(s):

Terry Polson

ATTACHMENTS:

- 1) Location Map
- 2) Letter of Request
- 3) Survey Exhibit
- 4) 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 subdivide this 5.811-acre site; however, it does not meet the minimum 150-foot public road frontage requirement.
- The applicant wishes to create two lots for each of her children. Unfortunately, one proposed lot falls short of the required road frontage requirements by ± one (1) foot.
- The only way to develop this property is through a variance from the Commissioners Court.

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
8/23/2024	Eleven (11) 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	± 149 feet	± 1 foot

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

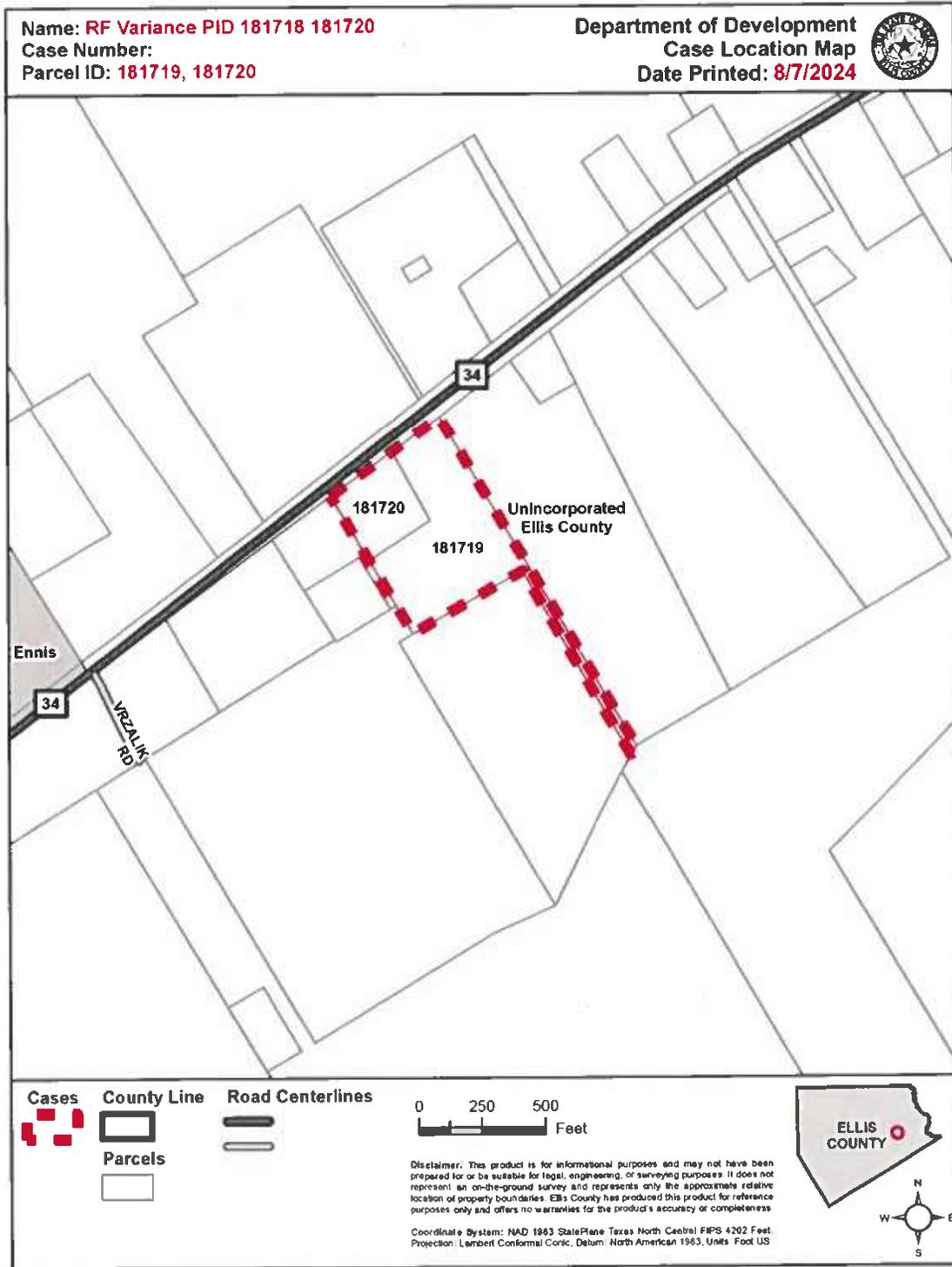
1. *There are special conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*
2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the 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:

While variances are policy directives to be considered by the Commissioners Court on a case-by-case basis, this request appears to meet the established variance criteria.

Should the Commissioners Court decide to approve this variance request for PID No. 181719 – allowing one (1) lot to develop without meeting the minimum road frontage requirement – staff requests it be subject to the following conditions:

1. Any further subdivision of this property shall require a plat meeting those regulations in effect at the time of platting.
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.



Dear Commissioner Court

Please provide variance for Road Frontage relief?
As I want to provide my children each a parcel
to build but it will be short on one piece
by inches.

If relief is granted we will start the plat process
to comply with county regulations.

Terry Tolson
2733 E Hwy 34
Ennis TX 75119
469-260-7839



COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On September 3rd, 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:

Randy Stinson, Commissioner, Pct. 1 Louis Ponder, Commissioner, Pct. 3
 Lane Grayson, Commissioner, Pct. 2 Kyle Butler, Commissioner, Pct. 4

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, GRANTING A VARIANCE REQUEST TO VOLUME I, SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT STANDARDS REGARDING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENTS FOR PARCEL ID 181719. THIS ± 5.811-ACRE SITE IS LOCATED ± 3,450 FEET SOUTHWEST OF THE INTERSECTION OF EAST STATE HIGHWAY 34 AND FM 660, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT NO. 2. 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. 181719 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) Any further subdivision of this property shall require a plat meeting those regulations in effect at the time of platting.
- 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	± 149 feet	± 1 foot

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 THE 3RD DAY OF SEPTEMBER 2024.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

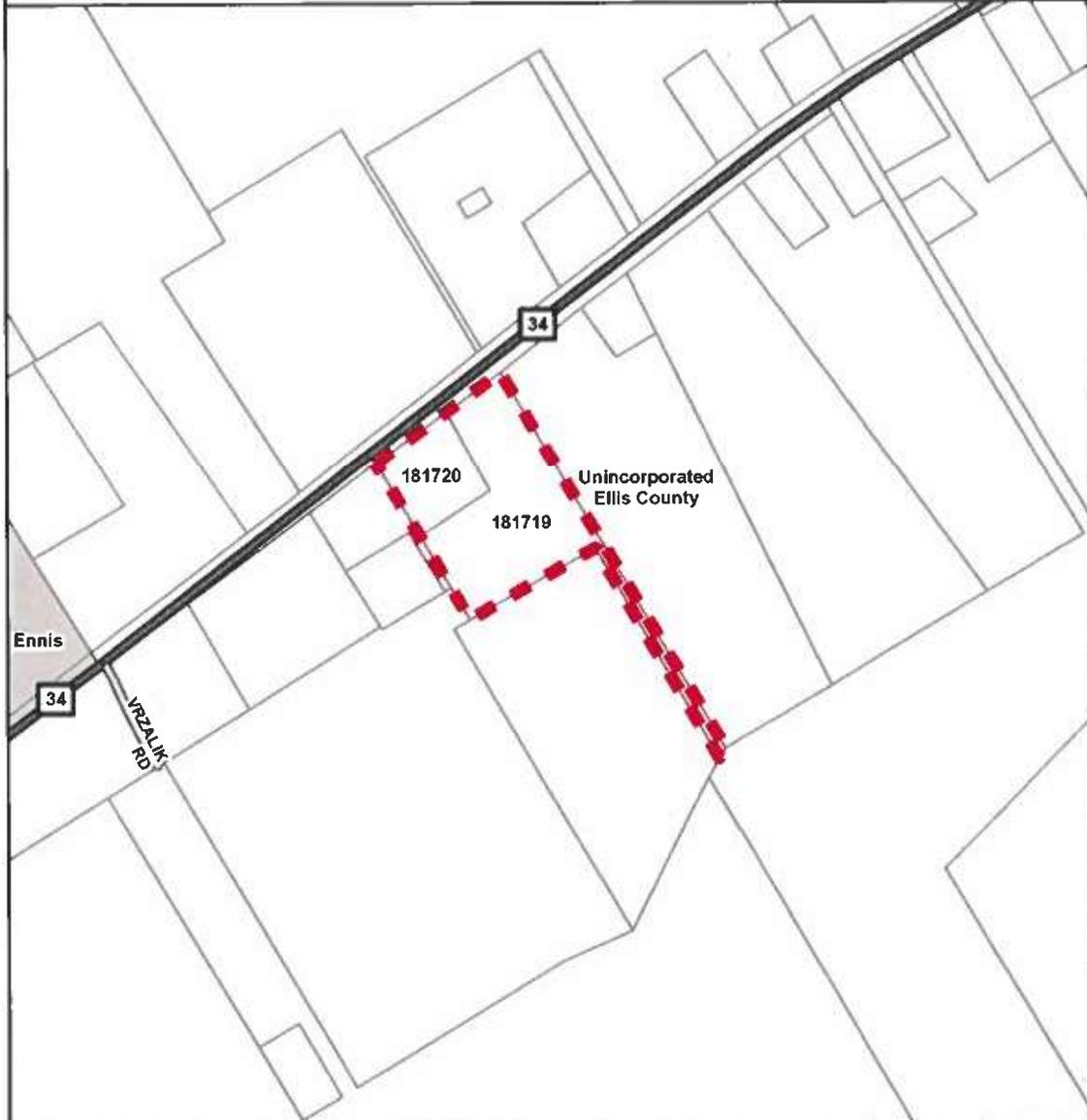
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

Name: RF Variance PID 181718 181720
Case Number:
Parcel ID: 181719, 181720

Department of Development
Case Location Map
Date Printed: 8/7/2024



Cases 	County Line 	Road Centerlines 	0 250 500 Feet	
Parcels 				

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Ellis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Coordinate System: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet
Projection: Lambert Conformal Conic, Datum: North American 1983, Units: Foot US

-98 592267 32 346645 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 8/7/2024 G:\GIS\Maps\Templates\Ellis County Layout - ArcMap11.DOC\000 Case Location.mxd

ELLIS COUNTY COMMISSIONERS COURT		September 3, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Cynthia's Addition Replat Pct. No. 1 AGENDA ITEM NO. 1.3		
<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 Cynthia's Addition, Lot 1, Block A, being a replat of Old Town India, Lots 9-17, 19 & 22. The ± 1.174-acre site is located ± 195 feet south of the intersection of FM 780 and India Road, Ferris, 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. 164144, 224321, & 224322

APPLICANT(s):
 Jose and Cynthia Sanchez

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 Old Town of India was initially filed for record on January 12, 1898 (Cabinet A, Slide 24).
- The City of Ferris approved the ETJ petition withdrawal request for this property on July 22, 2024, Ordinance No. 0-24-1005.
- The purpose of the replat is to combine the 11 lots into one (1) residential lot and abandon a 30-foot right-of-way and a 10-foot alley.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
India Road	Local (60')	Varies between ± 9.84 feet and ± 12.27 feet	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Rockett SUD	6-inch	05/10/2024

NOTICE REQUIREMENTS (if applicable):

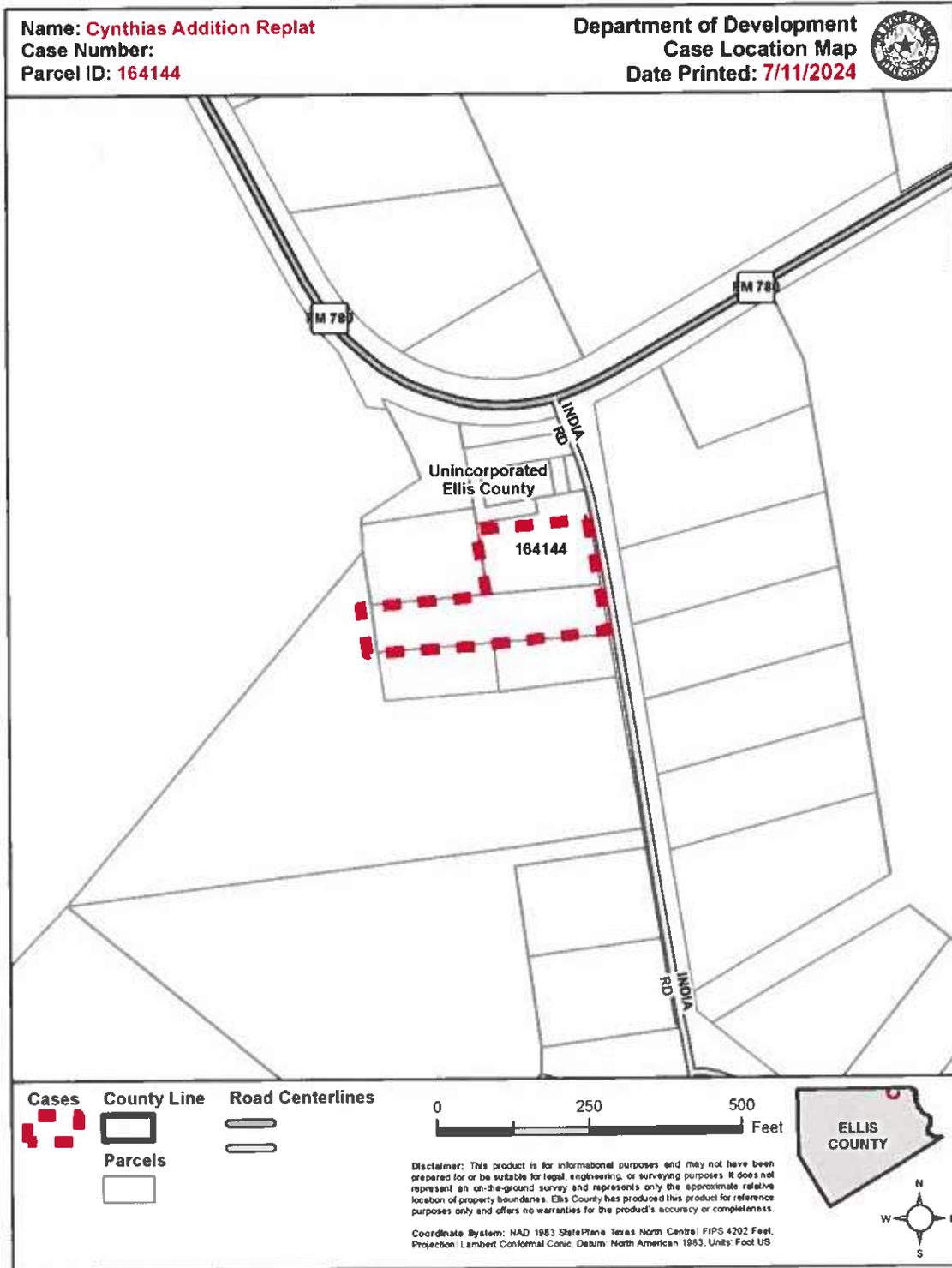
NEWSPAPER	WEBSITE	SURROUNDING
7/31, 8/7, & 8/14	7/19	Five (5) notices mailed 7/19

ANALYSIS:

Staff reviewed this plat and **conditionally approved*** the initial submittal on July 22, 2024, provided the conditions are met within Attachment No. 3.

Since the letter was sent, the applicant has met all conditions and staff recommends **approval** as presented.

Ratification from the Commissioner's 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

July 22, 2024

Jose Alfredo Sanchez &
Cynthia Ann Sanchez
Cynthia's Addition Replat
150 India Road
Ferris, TX 75125

Re: Plat Application Submission Action for Cynthia's Addition Replat (Parcel ID 164144, 224322 & 224321)

The Department of Development (DoD) received your plat application for Cynthia's Addition Replat on July 8, 2024, for 1 proposed lot on ± 1.174 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Update the plat title block to Replat
2. Update the signature block to match the sample plat.
3. Update the OSSF statement to match the sample plat.
4. Please provide the Tax Certificate for parcel ID 224321 and pay \$4. Filing fee
5. Add a plat note with the date and ordinance number of removal from extraterritorial jurisdiction.

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 **September 3, 2024**.

Staff will need the items listed below delivered to our office no later than **Friday, August 30, 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,

Elsa M Sieg

Elsa M Sieg
Planner I
Ellis County Department of Development
Phone: 972-825-5460 Email: elsa.sieg@co.ellis.tx.us

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development
Sara Garcia, Assistant Director/Planning Manager
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		September 3, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Autwell Estates Pct. No. 3 AGENDA ITEM NO. 1.4		
<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 plat of Autwell Estates, Lot 1. The ± 6.002-acre site is located northeast of the intersection of Jackson Road and Smith Road, situated in part of the H. Hilburn Survey Abstract No. 475 and the M. Cheek Survey Abstract No. 219, Maypearl, 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. 277783

APPLICANT(s):
 Michael & Morgan Autwell,
 Brandon Reichenau.

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 applicants wish to plat the property to create one (1) residential lot.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Jackson Road	Local (60')	30 feet	Yes
Smith Road	Local (60')	30 feet	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Prairielands GCD	N/A	08/05/2024

NOTICE REQUIREMENTS (if applicable):

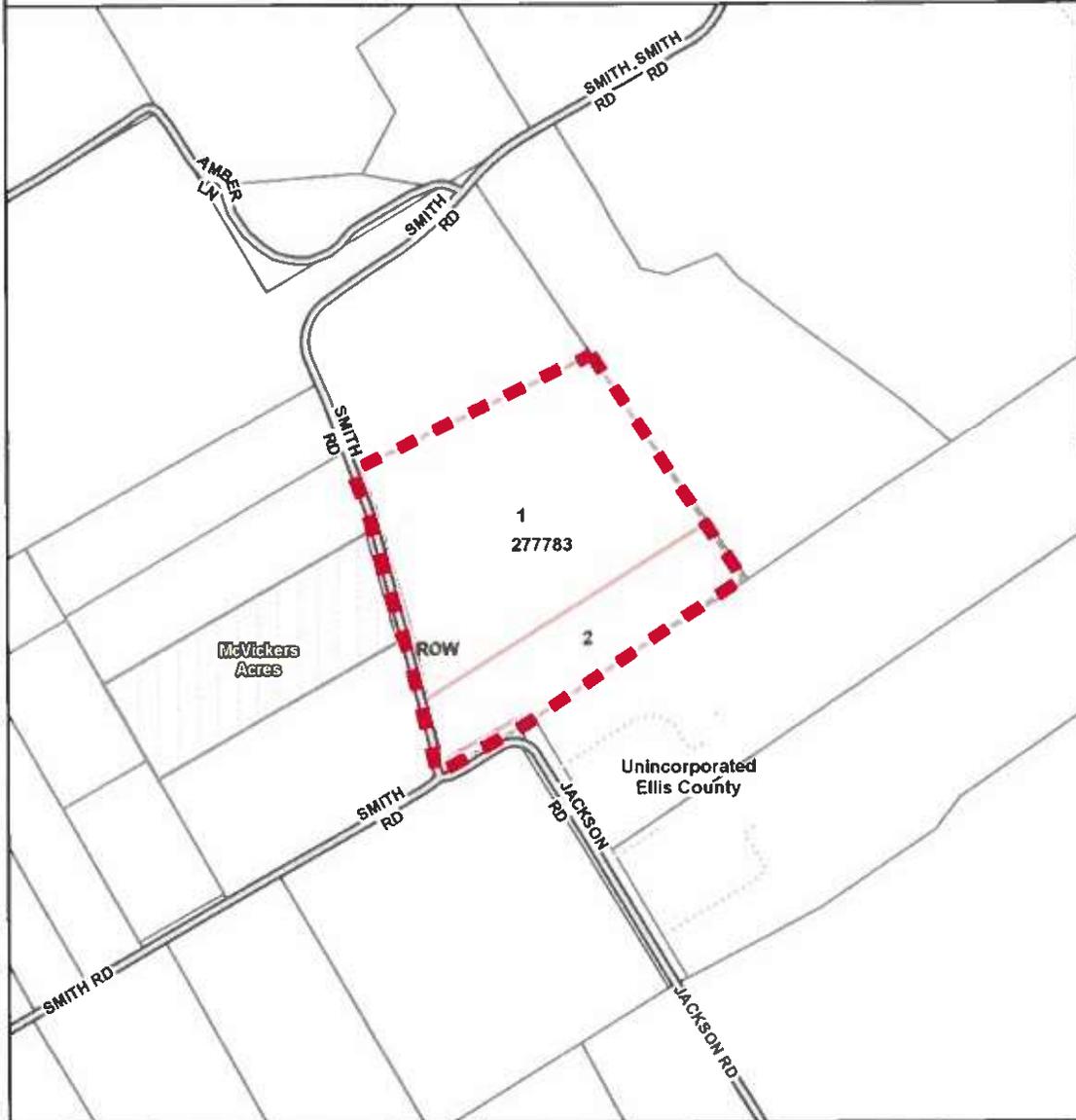
NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

ANALYSIS:
 Staff reviewed this plat and **conditionally approved*** the initial submittal on August 19, 2024, provided the conditions are met within Attachment No. 3.

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

Name: **Autwell Estates**
 Case Number:
 Parcel ID: **277783**

Department of Development
 Case Location Map
 Date Printed: **8/7/2024**



Lots



Parcels



Neighborhoods

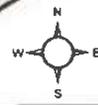
Road Centerlines



0 250 500 Feet

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Ellis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Coordinate System: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Projection: Lambert Conformal Conic, Datum: North American 1983, Units: Foot US





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

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

August 19, 2024

Michael Autwell
 c/o Brandon Reichenau
 Jackson Road Estates
 803 W Main St
 Midlothian, TX 76065

Re: Plat Application Submission Action for Jackson Road Estates (Parcel ID 277783)

The Department of Development (DoD) received your plat application for Jackson Road Estates on August 5, 2024, for 2 proposed lots on ± 21.9994 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Please verify the correct name. The plat application has Autwell and the plat drawing says Jackson Road Estates.
2. Add phone numbers for property owners within the owner's contact information block on the plat.
3. Lot 1 does not need to be platted being over 10 acres per Local Government Code § 232.
4. Add the date of preparation and a graphic scale to the plat.
5. Add "in the City of Maypearl ETJ" and add an ETJ boundary line.
6. Add and label the building line setback and drainage and utility easements to the plat.
7. Remove Preliminary and add Final to the plat title block.
8. Please provide a signed application from the Carpenters.
9. Remove structures from the plat drawing.
10. The last call within the written metes and bounds description does not match the plat drawing (28.87 vs 30.10).
11. The overall acreage within the plat title block does not match the plat drawing.
12. Label the pipeline easement on the plat drawing.
13. Verify the line table. L2 and L3 have different directions and seconds. The line table also does not follow accurate directions. (Please call me to discuss)
14. Label each lot (Lot 1, Lot 2, etc.) with the overall acreage on each drawing.

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 **September 3, 2024**.

Staff will need the items listed below delivered to our office no later than **Friday, August 30, 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,



Elsa M Sieg

Planner I

Ellis County Department of Development

Phone: 972-825-5460

Email: elsa.sieg@co.ellis.tx.us

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development
Sara Garcia, Assistant Director/Planning Manager
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		September 3, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Nichols Estate Subdivision Pct. No. 3 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 to ratify staff action on a plat of Nichols Estate Subdivision. The ±2.532-acre site is located ± 365 feet northeast of the intersection of FM 308 and Thunder Road, situated in John C Logan Survey, Abstract 649, Milford, 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. 285348

APPLICANT(s):
 Elliot & Jessica Nichols; Jessica Baldwin

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 application wishes to plat the property to create one (1) residential lot.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Thunder Road	Local (60')	30 feet	Yes

WATER SOURCE:

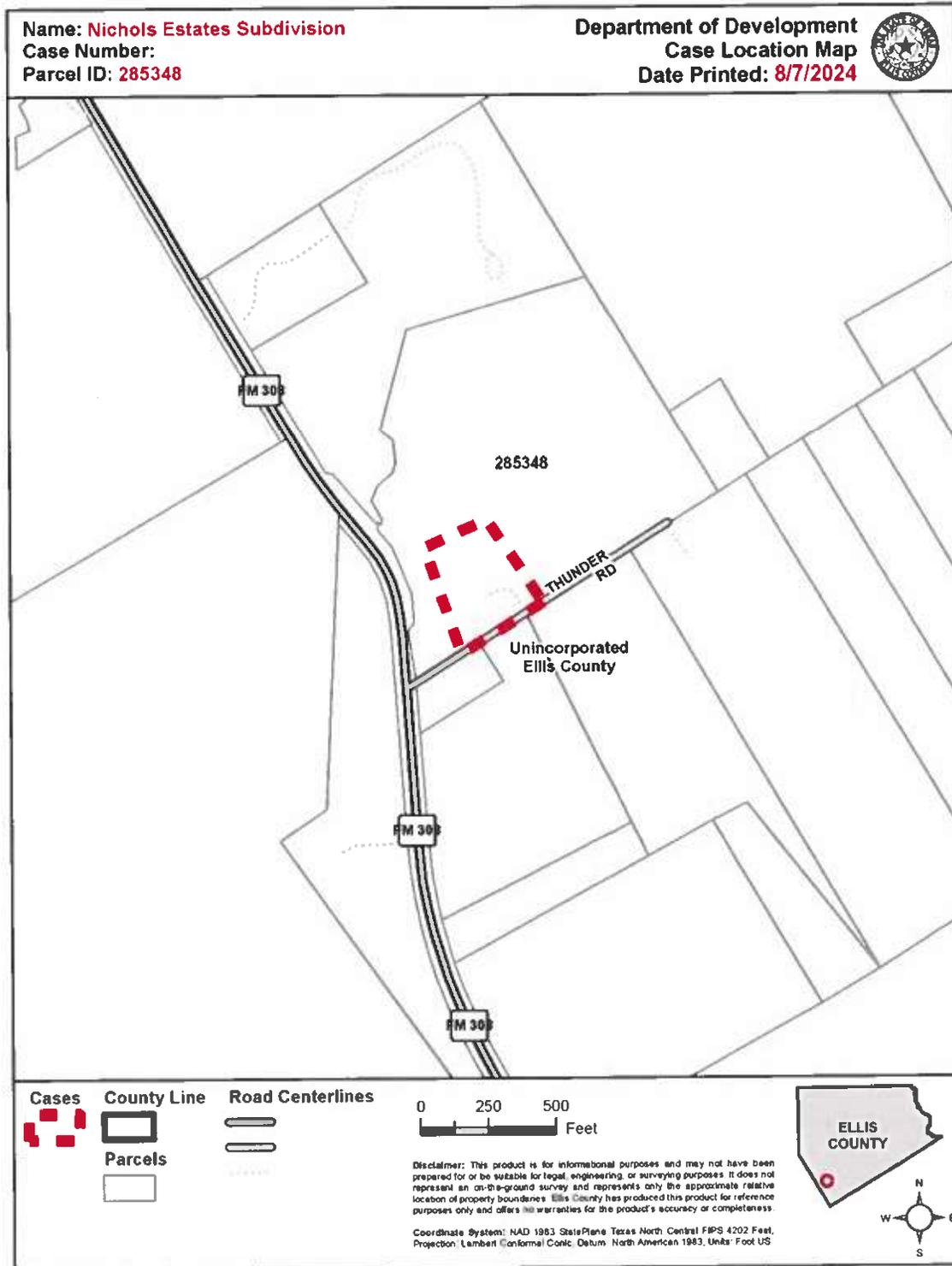
PROVIDER	Line Size	Date of Confirmation
So. Ellis County WSC	1 ½ inch	07/08/2024

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 August 19, 2024, provided the conditions are met within Attachment No. 3.

Ratification from the Commissioner’s 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

August 19, 2024

Elliott & Jessica Nichols
c/o Jessica Baldwin
Nichols Estates Subdivision
17222 Morgan Rd
Monroeville, IN 46773

Re: Plat Application Submission Action for Nichols Estates Subdivision, Lot 1, (Parcel ID 285348)

The Department of Development (DoD) received your plat application for Nichols Estates Subdivision, Lot 1 on August 5, 2024, for 1 proposed lot on ± 2.532 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Remove the structures from the plat drawing
2. Shade in the FEMA Floodplain on the plat drawing
3. Add space for the date on the County Approval area.

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 **September 3, 2024**.

Staff will need the items listed below delivered to our office no later than **Friday, August 30, 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,

Elsa M Sieg

Elsa M Sieg
Planner I
Ellis County Department of Development
Phone: 972-825-5460 Email: elsa.sieg@co.ellis.tx.us

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development
Sara Garcia, Assistant Director/Planning Manager
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		September 3, 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	Gigi's Castle Pct. No. 4 AGENDA ITEM NO. 1.6		

CAPTION:
Discussion, consideration, and action to ratify staff action on a plat of Gigi's Castle. The ± 8.407-acre site is located ± 1,200 feet east of the intersection of Smith Road and Wiggins Road, situated in M Cheek Survey, Abstract No. 219, 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. 181577

APPLICANT(s):
 Phyllis Shand, Steven & Laura Hull

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 application wishes to plat the property to create one (1) residential lot.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Smith Road	Local (60')	30 feet	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Prairielands GCD	N/A	08/05/2024

NOTICE REQUIREMENTS (if applicable):

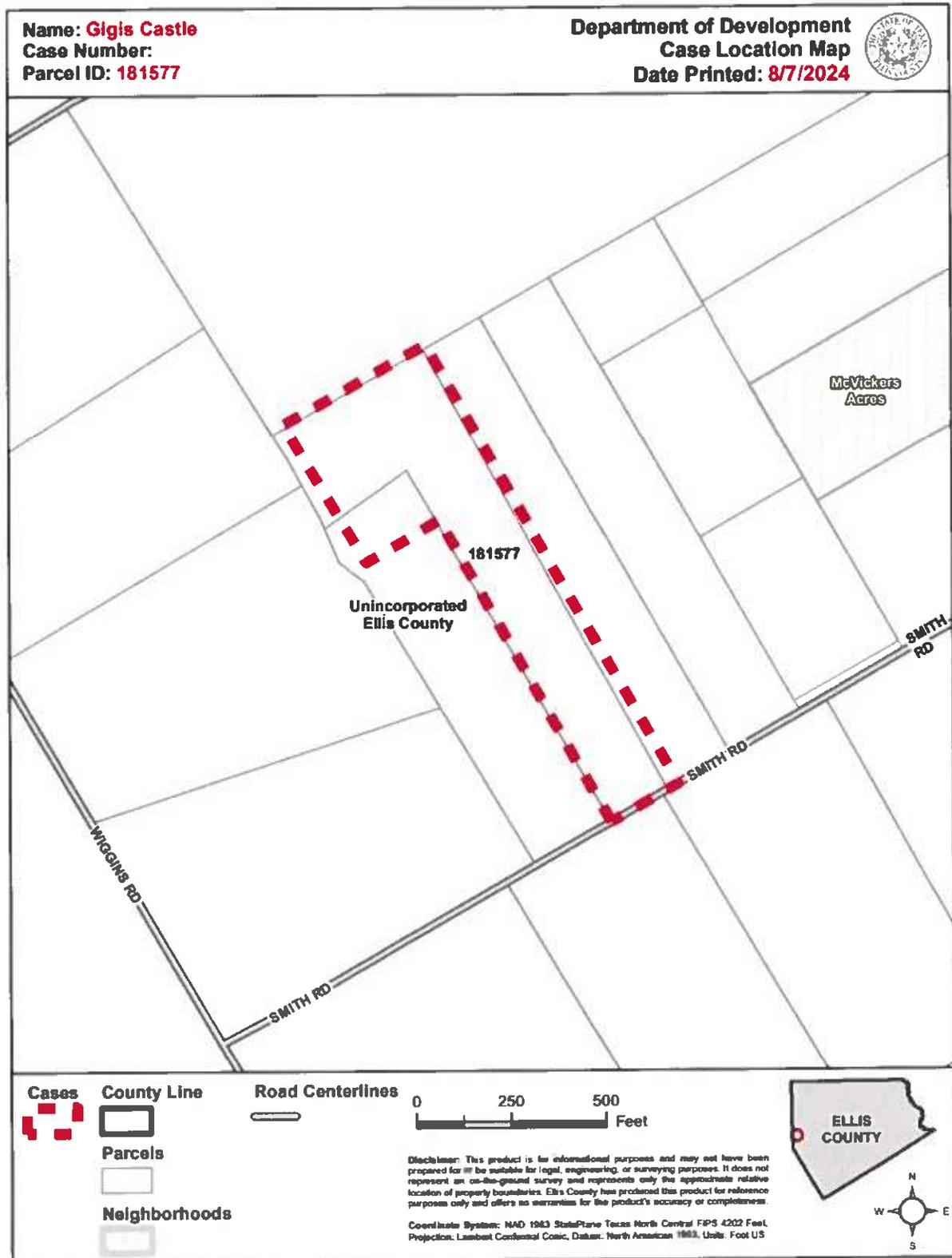
NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

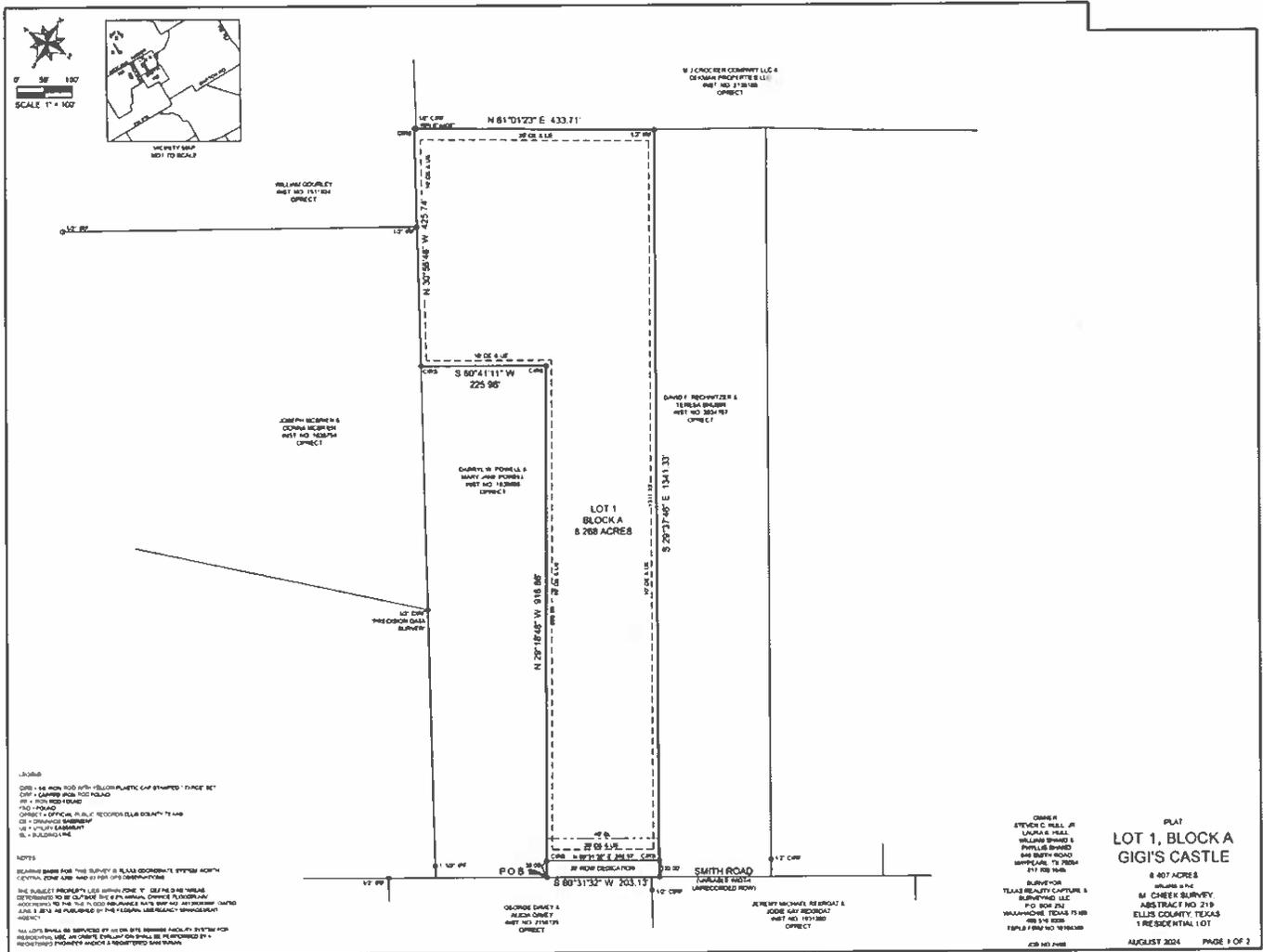
ANALYSIS:
 Staff reviewed this plat and **conditionally approved*** the initial submittal on August 19, 2024, provided the conditions are met within Attachment No. 3.

Staff added an additional condition of approval:

- Prior to the filing of the plat, the updated deed shall be recorded in the County Clerk's Office to reflect the current ownership at the time of plat filing.

Ratification from the Commissioner's 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

August 19, 2024

Steven Hull Jr, Laura Hull, William
Shand, and Phyllis Shand
840 Smith Road
Maypearl, TX 76064

Re: Plat Application Submission Action for Gigi's Castle, Lot 1, Block A (Parcel ID 181577)

The Department of Development (DoD) received your plat application for Gigi's Castle, Lot 1, Block A on August 5, 2024, for 1 proposed lot on ± 8.407 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Provide a probated will, affidavit of heirship or an updated deed without William Shand.
2. Update the FEMA Floodplain number.

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 **September 3, 2024**.

Staff will need the items listed below delivered to our office no later than **Friday, August 30, 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,

Elsa M Sieg
Planner I

Ellis County Department of Development

Phone: 972-825-5460

Email: elsa.sieg@co.ellis.tx.us

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development
Sara Garcia, Assistant Director/Planning Manager
Crimilda Aguilar-McAdams, Permit & Planning Technician

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

COMMISSIONERS COURT AGENDA REQUEST

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: August 21, 2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: _____

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: September 3, 2024

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

Discussion, consideration and approval for the purchase of a 36 Inch Mulcher Head from Tiger Corporation, using BuyBoard Contract No. 706-23 in an amount of \$30,447.63 Commissioner, Pct. 1

TIGER BUY BOARD SALES QUOTE

Buying Agency: Ellis County #1	Contractor: Tiger Corp. / Bane Machinery, Inc.
Contact Person: Randy Stinson	Prepared By: Phil Bane
Phone: 972-825-5330	Phone: 903-597-6641
Location City, State: Palmer, Texas 75152	Contract No.: 706-23
Date: Monday, August 19, 2024	Product Code:
Product Description: Tiger Mulcher	

A. Tiger Published Options

Code	Description	Cost
ML36-BNGCHN	36" Mulcher Head with Quad Teeth - Rear Chain	\$ 27,325.00
06770019	Hyd QD kit - Full Set	\$ 1,354.00
06770080	Hyd QD kit - Half Set	\$ 677.00
TB-1028	Pivot Arm	\$ 180.26
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subtotal A:		\$ 29,536.26

B. Tractor Base Unit

Code	Description	Cost
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subtotal B:		\$ -

C. Discounts

Percentage	Description	Cost
10%	A. Tiger Published Options Discount	\$ (2,953.63)
20%	B. Tractor Base Unit Discount	\$ -
Subtotal C:		\$ (2,953.63)

D. Other Items

	Freight from Factory	\$ 1,225.00
	Installation, PDI & Prep	\$ 2,640.00
		\$ -
		\$ -
Subtotal D:		\$ 3,865.00

Quote only good for 30 days

Total Purchase Price: \$ 30,447.63

PO# to be made out to Tiger Corp.

Accepted
by:

Signature

Title

COMMISSIONERS COURT AGENDA REQUEST

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: August 27, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: September 3, 2024

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

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

STATE OF TEXAS
COUNTY OF ELLIS

§
§ INTERLOCAL COOPERATION AGREEMENT
§

This Interlocal Cooperation Agreement (“Agreement”) is by and between Ellis County, Texas (“Ellis County”), and Johnson County, Texas (“Johnson County”), acting by and through their authorized officers.

RECITALS:

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

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

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

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

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

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

**ARTICLE I
PURPOSE**

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

**ARTICLE II
TERM**

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

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

ARTICLE III TERMINATION

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

ARTICLE IV PURCHASING

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

ARTICLE V MISCELLANEOUS

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

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

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

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

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

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

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

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

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

EXECUTED this ____ day of _____, 2024.

ELLIS COUNTY, TEXAS

By: _____
Todd Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

EXECUTED this ____ day of _____, 2024.

JOHNSON COUNTY, TEXAS

By: _____
Christopher Boedeker, County Judge
2 N. Main St.
Cleburne, TX 76033

ATTEST:

By: _____
April Long, County Clerk

COMMISSIONERS COURT AGENDA REQUEST

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: August 27, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: CONSENT AGENDA-September 3, 2024

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

Approval for the County Judge to execute a contract with SPG Vending Solutions, LLC for Full Service Vending Machine Services awarded July 9, 2024 (Minute Order 347.24).

THE STATE OF TEXAS

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§

COUNTY OF ELLIS

**VENDING MACHINE SERVICES CONTRACT
BETWEEN ELLIS COUNTY, TX and SPG VENDING SOLUTIONS - RFP NO. 2024-002**

This Agreement ("Agreement") is made and entered into by and between the Ellis County, Texas, ("County") a political subdivision of the State of Texas acting by and through the Ellis County Commissioners Court and SPG Vending Solutions, LLC ("Contractor") with a place of business at 505 110th Street, Arlington, TX, 76011. Both County and Contractor may be referred to as "Party", or collectively as "Parties."

WHERE, County issued RFP No. 2024-002-Full-Service Vending Machine Services ("RFP").

WHERE, Contractor responded to RFP; and

WHERE, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHERE, Contractor represents that it has the experience and holds all necessary permits, licenses and certificates to practice and perform the services and desires to perform the services covered in this Agreement; and

WHERE, County desires to retain a qualified and experienced Contractor to provide Full Service Vending Machine Services, hereinafter, referred to as the "Project"; and

WHERE, County has selected Contractor as the highest ranked firm for County RFP No. 2024- 002.

THEREFORE, in consideration of the promises contained in this Agreement, and of other good and valuable consideration, intending to be legally bound, the parties agree as follows:

1. INCORPORATED DOCUMENTS

The following documents are incorporated by reference as if fully reproduced herein:

Exhibit A: Price Schedule.

Exhibit B: County's RFP No. 2024-002.

2. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between or among the provisions of this Agreement between the County and Contractor or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) This Agreement; (2) Exhibit A; (3) Exhibit B.

3. CONTRACT TERM

The initial term of this Agreement shall be for five (5) years, commencing upon the date of execution by the Ellis County Commissioners Court ("Effective Date"), unless terminated earlier under any provision of this agreement. Ellis County reserves the right to exercise an option to automatically renew the contract of the Respondent for one (1) additional five (5) year period, provided such option is stipulated in the Special Conditions and agreed upon by both parties.

If Ellis County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Ellis County may rescind its option and seek a new solicitation.

Upon expiration of the Term of this Agreement or any period of renewal, Contractor agrees to hold over the terms and conditions of this Agreement for such a period of time as may be reasonably necessary, but not to exceed 120 days, to renew this Agreement or allow the County to re-solicit this Agreement through a competitive solicitation process.

4. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to provide Full-Service Vending Machine Services.

5. SCOPE OF SERVICES AND WORK

5.1. To provide a combination of nationally known drinks and snacks in all County-wide Vending Machines; included is all labor, material, supplies, service and equipment to operate vending machines to be in all County-owned or leased facilities within Ellis County in accordance with the terms of this agreement and the scope of work in Exhibit B.

5.2. Point of purchase Nutritional Labeling: All vending machines located on property owned or leased by Ellis County shall display nutritional labeling that, at a minimum, complies with the FDA standards for nutritional labeling.

5.3. Locations:

- A. Vendor shall, without cost to the County, install a sufficient number of beverages and snack/food machines on premises to conveniently serve County personnel and visitors. Such machines and any others installed by the vendor under this contract and their contents remain the property of the vendor. Vendor will be expected to work closely with the Purchasing Department regarding the placement of machines to benefit both the vendor and County.
- B. The County will work with the successful vendor to designate strategic placement of machines.
- C. The County makes no representation regarding continuation of any location or of the number of machines at any location and may direct those locations be discontinued. The number, type, and location of snack vending machines will be determined from time to time by mutual agreement, in writing, between the parties hereto.
- D. The County reserves the right at any time to require the vendor to remove, relocate, or place additional dispensing machines and related equipment at existing and/or new locations to meet unknown requirements as they arise through this contract. The vendor shall provide additional machines at no charge to the County. In addition, the County may request that a machine be exchanged at any time. Should the vendor wish to relocate, exchange, or remove vending machines, a request shall be submitted in writing to the Contract Administrator.
- E. Location of present machines and their types.
 - a. Ellis County Court Annex, 109 S. Jackson Street, Waxahachie TX
 - 4 Drink Machines
 - 1 Snack Machine
 - b. Road and Bridge Pct 4, 1011 Eastgate, Midlothian, TX
 - 1 Snack/Soft Drink Combo Machine
 - c. Justice of the Peace / Constable Pct 2, 701 S I-35, Waxahachie, TX (Current Location. New location will be 2675 W. US Hwy 287 Business)
 - 1 Drink Machine
 - 1 Snack Machine
 - d. Sheriff's Office / Jail, 300 S Jackson Street, Waxahachie, TX
 - 2 Soft Drink Machines
 - 2 Snack Machines
 - e. Law Enforcement Center, 2272 FM 878, Waxahachie, TX
 - 1 Drink Machine

- 1 Snack Machine

The following **additional** locations and machines may need to be added:

- a. Road & Bridge Precinct 2, 1400 Oak Grove Rd., Ennis, TX
 - 1 Drink and 1 Snack Machine
- b. Juvenile Services, 2272 FM 878, Waxahachie, TX
 - 1 Drink and 1 Snack Machine
- c. Elections Office, 204 E. Jefferson St., Waxahachie, TX
 - 1 Drink and 1 Snack Machine
- d. Historical Courthouse, 101 W. Main St., Waxahachie, TX
 - 1 Drink and 1 Snack Machine
- e. Justice of the Peace/Constable Precinct #2, 2675 W. US Hwy 287 Business
Waxahachie, TX (New Location)
 - 1 Drink and 1 Snack Machine

6. PAYMENTS AND PRICING

6.1 Contractor shall pay the commission amounts, as specified in Exhibit A, and shall make monthly payments based on the agreed commission rate on sales. In support of each check issued, vendor is required to attach an itemized computer printout of all sales from all machines to accompany the commission payment. The County makes no guarantees as to the amount of product that will be sold within a fiscal year. **UNDER NO CIRCUMSTANCES WILL THE COUNTY BE REQUIRED TO SELL A MINIMUM AMOUNT OF PRODUCT IN ORDER TO RECEIVE THE COMMISSIONS OR OTHER FINANCIAL AND/OR NON-FINANCIAL BENEFITS AGREED UPON.**

6.2 Contractor will remit all payments by cashier or certified check (no personal checks or cash) to the Ellis County Treasurer by the 15th day of each month at the following address:

Ellis County Treasurer
101 W. Main St. Suite 203
Waxahachie, Texas 75165
RFP No. 2024-002

6.3 In the event that any required payment is not made by Contractor, as required, and remains unpaid for a period of thirty (30) days or more, the County will be entitled to, and Contractor will pay to the County, either 6% interest or the rate allowed under State of Texas law on all amounts unpaid thirty (30) days past the due date until fully paid. Continued failure by Contractor to pay any delinquent amount and accrued service or other charge within ten (10) calendar days of County's written notice of such delinquency shall be a material breach hereof, and the County may, at its discretion, thereupon pursue all available remedies for the collection and cure of such breach including, but not limited to, those recited herein and provided by law.

6.4 Prices for all goods and/or services shall remain firm for the first year of this agreement. Prices shall be all inclusive and guaranteed for the entire contract period. If applicable, a price redetermination may be considered by Ellis County only at the yearly anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire redetermination period.

6.5 **Right to Audit:** The Contractor shall agree that County shall, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Contractor involving those transactions related to this solicitation. Contractor agrees that County shall have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. County shall provide the Contractor with reasonable advance notice of intended audits. The Contractor shall provide records within ten (10) business days or a mutually agreed upon timeline.

7. ASSURANCES

7.1 Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

7.2 Assures that neither it nor its employees, volunteers, agents or officers shall receive personal benefits, commission, consideration, or gains in performance of the work or services outlined in this Agreement. Furthermore, Contractor agrees to disclose prior to commencement of a particular assignment any material or financial interests that it or a third party may have in the work, or services required under this Agreement.

7.3 Contractor assures that funds received pursuant to this Agreement will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.

7.4 Contractor shall pay all subcontractors and consultant in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.

7.5 Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated, and payment may be withheld if this Certification is inaccurate.

7.6 Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.

7.7 Contractor shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Contractor's other obligations under this Agreement.

7.8 Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and material breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

7.9 **Governmental Consent:** Contractor warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.

7.10 **Corporate Good Standing:** Contractor represents and warrants that it: (i) is a corporation duly incorporated, validly existing and in good standing; (ii) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on Contractor's ability to fulfill its obligations hereunder.

7.11 Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

8. CONTRACTOR'S PROFESSIONAL WARRANTIES

8.1 **No Actions, Suits, or Proceedings:** Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect on Contractor's ability to fulfill the obligations under this Agreement.

8.2 Warranty of Contractor's Capability: Contractor warrants that it is financially capable of fulfilling all requirements of this Agreement and has the authority to enter into this Contract. Contractor warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.

8.3 Professional Quality: Contractor warrants to County that all materials, work, and services will be of professional quality conforming to generally accepted practices, and that all work and services provided under this Agreement will be performed in a manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such work or services, then Contractor will perform all services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to or improves the performance of County's expectations, objectives, and purposes as stated in this Agreement. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to rework of the unsatisfactory service or product without change to the original specifications and without regard to the amount of the effort expended on the original service or work product.

8.4 Collusion: Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in conjunction with the competitive bidding process for this Agreement or this Agreement itself.

9. REPORTING

9.1 Reporting: Contractor agrees to submit all required documentation and reports in a timely manner and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received or the cancellation or termination of this Agreement with no obligation to pay for undocumented work or services, or both.

9.2 Access to Records: Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Ellis County, Texas within a reasonable time.

9.3 Ownership: The contractor agrees that all information, findings, reports, data, and supporting documentation that relates to the work or services provided hereunder shall remain the property of County.

9.4 **Adequacy of Records:** If the Contractor's books, records, and other documents relevant to this Agreement are not sufficient to support and document that allowable work or services were provided to County, Contractor shall reimburse County for any inadequate services or work that is not properly supported and documented. If any audit reveals any material deviation from this Agreement and specification requirements, any misrepresentation, or any overcharge to the County, the County will be entitled to recover damages, as well as the cost of the audit.

9.5 **Availability and Retention of Records:** All financial books, records, statistical and management books and records pertaining to the work or services delivered and all financial books, records, statistical and management books and records shall be available for examination and audit by County, Federal, State or the County's duly authorized representatives for a period of not less than four (4) years after final payment of the Contractor's fee expenses under the Agreement or until all pending County, State, and Federal audits are completed, whichever is later. All records related to this Agreement must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work or services are performed.

10. TESTING

If necessary, Ellis County, Texas reserves the right to request samples for testing. Any failure of a sample test may be considered sufficient reason to terminate this agreement.

11. CONFIDENTIALITY AND OPEN RECORDS ACT

11.1 Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the work or services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the work and services performed for County under this Agreement.

11.2 **Public Information Act:** The Parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other

equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

11.3 To the extent permitted by the Public Information Act, the Parties agree to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to this Agreement, other than performing each party's obligations under this Agreement. However, this the Parties expressly agree that this Agreement and all its incorporated attachments and exhibits shall be public information.

11.4 **Confidential or Proprietary Marking:** Any information or documents Contractor uses in the performance of the work or services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

12. INDEMNIFICATION

12.1. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE

CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

12.2. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

12.3. Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by Contractor in this regard. The contractor shall defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.

12.4. No Indemnification by County: Contractor acknowledges and agrees that County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Contractor or any other third party for damages arising under this Agreement.

12.5. Survival: These provisions shall survive completion, suspension, termination, expiration and/or cancellation of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

13. INSURANCE

13.1 Without limiting any of the other obligations or liabilities, Contractor at its own expense shall purchase and maintain the minimum insurance and limits and shall likewise ensure that all of its consultants, subcontractors and their sub-subcontractors (collectively known as "Contractor") purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations are carried out by the Contractor, by any consultant, subcontractor, or by anyone directly

or indirectly employed by Contractor or any subcontractor, or by anyone for whose acts any of them may be liable. The contractor is solely responsible for payment of all deductibles and retentions associated with the claims filed. Contractor agrees that the insurance requirements specified herein do not reduce the liability Contractor has assumed in any indemnification or hold harmless section of this Agreement.

13.2 As a condition precedent to commencement of any work or services, within ten (10) calendar days after the Effective Date of the Agreement, Contractor shall furnish, to the Ellis County Purchasing Agent (at the same address given below under this Insurance heading) the following minimum insurance coverage that show County as the certificate holder and covers the period of the Term of this Agreement and any renewals:

13.3 **Workers' Compensation Insurance:** That meets the statutory requirements of the Texas Workers' Compensation Act, or if self-insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If Contractor has no employee (as defined by the Texas Workers' Compensation Act), Contractor shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance. In the event that any work is sublet, Contractor shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees unless such employees are afforded protection by Contractor. Contractors shall bear the burden of all workers compensation coverage for all of its subcontractors and the subcontractors' employees who do not have workers' compensation coverage. Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the Texas Workers' Compensation Commission. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

13.4 **Commercial General Liability Insurance:** Contractor shall maintain Commercial General Liability or Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) Insurance coverage for the following:

- a) Premises Operations.
- b) Independent Contractors or Contractors.
- c) Products and Completed Operations
- d) Personal Injury.
- e) Contractual Liability; and
- f) Broad form property damage, to include fire legal liability.

Such insurance shall carry in an amount not less than One Million and 00/100 (\$1,000,000.00) for bodily injury (including death), property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million and 00/100 (\$2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 (\$2,000,000.00).

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

13.5 Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million and No/100 (\$1,000,000.00) per occurrence - Combined Single Limit of Liability for Bodily Injury and Property Damage or \$500,000.00 aggregate.

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

13.6 Contractor agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

- a) Except Workers Compensation, name Ellis County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.
- b) Thirty (30) days' notice to the County for cancellation, non-renewal or material change.
- c) Provide for endorsement that the "other insurance" clause shall not apply to Ellis County where County is the additional insured on the policy
- d) Contractor agrees to waive subrogation against Ellis County, its officers and employees for injuries, including death, property damage or any other loss.
- e) Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's Services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard.
- f) Contractor shall provide that all provisions of this Agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

13.7 Contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract. Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Ellis County premises.

13.8 Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this Agreement, or cancellation of this Agreement or both.

13.9 Insurance Certificates: The certificates of insurance shall list County as the certificate holder. All copies of Certificates of Insurance shall reference any applicable Request for Proposal number, Commissioners Court Order Number, or contract number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: **Ellis County Purchasing Agent located at 101 W. Main Street, Room 102, Waxahachie, Texas 75165** within ten (10) calendar days of execution or renewal of this

Agreement and upon renewals or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

13.10 All insurance required to be carried by Contractor or subcontractors under this Agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by the County shall not relieve or decrease the liability of the Contractor.

13.11 Minimum insurance is a condition precedent to any work, or services performed under this Agreement and for the entire Term of this Agreement, including any renewal or extension. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

- a) Order Contractor to stop work hereunder, which shall not constitute a Suspension of Work and Services.
- b) Withhold any payment(s) which become due to Contractor until Contractor demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance.
- c) At its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
 - i) Termination of this Agreement
 - ii) Demand on any bond, as applicable.
 - iii) The right of the County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original Agreement price and the actual price paid, which amount is payable to County by Contractor on demand; or
 - iv) Obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of Contractor; and
 - v) Any combination of the above in Section 13.11.

13.12 The contractor shall promptly advise County in writing of any claim or demand against County or Contractor, known to Contractor related to or arising out of Contractor's activities under this Agreement.

13.13 Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company

exonerate the Contractor from liability.

13.14 Acceptance of the work or services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their work or services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the work or services performed by Contractor, its employees, subcontractors, and agents.

13.15 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work or services covered under this Agreement.

13.16 **Survival:** The provisions of this Section shall survive completion, suspension, termination or expiration of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

13.17 **Insurance Lapse:** In the event Contractor fails to maintain insurance as required by this Agreement, Contractor shall immediately cure such lapse in insurance coverage at Contractor's sole expense, and pay County in full for all costs and expenses incurred by County under this Agreement as a result of such failure to maintain insurance by Contractor, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed One Thousand Five Hundred Dollars and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractor by County. Moreover, the County shall retain five percent (5%) of the value of the Agreement that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the Term of the Agreement has ended or has otherwise been terminated, cancelled, or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

13.18 **CONTRACTOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO CONTRACTOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THE AGREEMENT.** Contractor, after proper notice, at its own expense with legal counsel of County's choice, will defend and hold County harmless in any claim or action against County that occurred as a direct or indirect result of Contractor's failure to maintain insurance at all times during the Term of the Agreement. Without waiving any rights under Sovereign Immunity, the County shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding and will, if appropriate, make employees available as Contractor may reasonably request with regard to such defense, subject to the reimbursement by Contractor of all costs and expenses accrued by the County's cooperation in such defense. Contractor agrees not to settle any such claim without the

County's consent, which consent will not be unreasonably withheld or delayed.

14. TERMINATION

The Parties may terminate this Agreement for the following:

14.1 Termination for Convenience: County may terminate the Agreement for convenience after the first anniversary of the execution of this Agreement. County shall exercise its termination option by delivering to Contractor written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination, County shall have no liability to Contractor for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall: (i) stop work under this Agreement not less than forty-five (45) days from the date of the County's notice of termination to the extent specified in such notice, and (ii) complete performance of such part of the work and services not terminated by such notice.

If County determines that Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to Contractor and without opportunity to cure. In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor for use by County under this Agreement shall become the property of County and shall be promptly delivered to County within ten (10) days.

Such notice of termination shall be by registered or certified mail, return receipt requested, and will be deemed given upon receipt of such notice by the other party.

14.2 Termination for Insolvency: County shall have the option to terminate this Agreement in its entirety if Contractor: (i) becomes insolvent or is unable to meet its debts as they mature; (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization; (iv) is adjudicated bankrupt or shall make an assignment for the benefit of its creditors generally; (v) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property any such receiver or trustee appointed is not discharged within thirty (30) days after date of such appointment.

14.3 Termination for Default or Non-Performance: County shall have the option to terminate this Agreement, for cause: (i) for a material breach or non-performance of this Agreement by Contractor that is not cured by Contractor within ten (10) days of the date on which County provides written notice of breach; (ii) for a material breach of this Agreement by Contractor that is not reasonably subject to cure within ten (10) days after its occurrence; or (iii) if it is determined by County, that there exists a plurality of non-material breaches by Contractor that have a material adverse impact on the work or services provided under this Agreement. In the event that County terminates this Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by County, for such similar goods and services. If a failure described in this Section is not cured to the County's satisfaction within ten (10) days from the time of receipt of such notice as described in Section 15, the County shall have the right to terminate immediately without the requirement of further notice. If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under these provisions of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause in Section 14.1 above and the rights and obligations of the Parties would be in accordance with that provision.

14.4 In the event this Agreement is prematurely terminated due to breach, non-performance or withdrawal by the Contractor, the County reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning from the date of Contractor's termination through the Agreement expiration date. In the event a civil suit is filed to enforce this provision, the County will seek its attorney's fees and cost of suit from the Contractor.

14.5 Notice and Right to Cure: If the Contractor breaches the Agreement, and the County in its sole discretion determines that the breach is curable, then the County will provide the Contractor with written notice of the breach and a time period (not less than 10 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

14.6 Termination for Lack of Funding: If funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, the County may immediately terminate or amend this Agreement. The County shall not be obligated to pay for any services rendered after the Contractor has received written notice of termination pursuant to this section.

15. NOTICES

All notices, correspondence, request demands, and other communications contemplated, called for, permitted, or required to be given under this Agreement shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of the mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated below or other addresses as the Parties may designate by written notice in compliance with this Section.

Contractor:

SPG Vending Solutions, LLC
505 110th Street
Arlington, Texas 76011

Ellis County:

Ellis County Purchasing Agent
101 W. Main Street, Suite 102
Waxahachie, TX 75165

16. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

17. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

18. AMENDMENTS

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto and approved by Ellis County Commissioners Court.

19. GOVERNING LAW AND VENUE

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in Ellis County, Texas. The Contractor agrees that any dispute arising from the terms of this Agreement shall be subject to the exclusive jurisdiction and venue of the District or County Courts in Ellis County, Texas. The Contractor hereby consents to waive any objections that such jurisdiction or venue is improper.

20. COMPLIANCE WITH LAWS

In providing work and services required by this Agreement, Contractor must observe and comply with all applicable federal, State, and local statutes, ordinances, rules, regulations, licenses, legal certifications, or inspections required for the work or services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations.

21. CHANGE IN THE LAW

Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

22. PERMITS AND LICENSES

Contractor shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the work or services stated in Agreement. Contractor shall maintain these licenses and permits in effect for the Term of this Agreement and any renewals. The contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

23. WAIVER

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different or subsequent breach.

24. DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action.

The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy at law or in equity. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. **Parties have a duty to mitigate damages.**

25. INDEPENDENT CONTRACTOR

Contractor, including its agents or employees, agree Contractor is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work and services covered under this Agreement.

26. SUBCONTRACTING

Contractor may not enter into agreements with subcontractors or consultants for delivery of the designated work and services outlined in this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts or Consulting agreements, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that Contractor is solely responsible to County for the performance of this Agreement. Contractor shall pay all subcontractors and consultants in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor or consultant with written notice.

27. ASSIGNMENT

Contractor assures that it will not transfer or assign its interest in this Agreement without prior written consent of County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Ellis County Commissioners Court.

28. THIRD PARTIES

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third-party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

29. CONFLICT OF INTEREST

No County official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Ellis County. It is the responsibility of the Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

30. ANTI-KICKBACK

Contractor hereby certifies that it will comply with all applicable "Anti-Kickback" Laws (including 18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

31. FORCE MAJEURE

Neither Party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

32. FAIR LABOR STANDARDS

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, WAGES, OVERTIME PAY, LIQUIDATED DAMAGES, PENALTIES, COURT COSTS, AND ATTORNEYS' FEES ARISING UNDER ANY WAGE AND HOUR LAW, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL FAIR LABOR STANDARDS ACT, FOR WORK PERFORMED BY CONTRACTOR'S EMPLOYEES FOR WHICH THE COUNTY MAY BE FOUND JOINTLY OR SOLELY LIABLE.

33. TAXES

The County, as a county of the State of Texas, is exempt from the payment of Texas state and local sales, excise, and use taxes pursuant to Texas Tax Code § 151.309 and shall therefore not be liable or responsible to Contractor for the payment of such taxes under this Agreement. The fees paid to Contractor pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable Effective Date of this Agreement and based upon or measured by Contractor's cost in acquiring or providing products or services and related materials and supplies furnished or used by Contractor in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Contractor. Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Contractor for work performed under the terms of this Agreement **AND AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY FROM ANY SUCH CONTRIBUTION OR TAXES OR LIABILITY.**

34. AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

The contractor agrees, represents, and warrants it currently has the legal authority to transact business in the State of Texas as a domestic corporation. Contractor shall maintain the legal authority to transact business in the State of Texas for the Term of this Agreement. Contractor shall provide proof of Contractor's current registration status from the Texas Secretary of State and the Comptroller for the State of Texas.

35. FISCAL FUNDING/NON-APPROPRIATION CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Contractor shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding or non-appropriation for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, non-appropriation or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Contractor at the earliest possible time pursuant to Section 15 above.

36. OWNERSHIP OF DOCUMENTS

Contractor agrees that all findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its

subcontractors for use by County in the course of performance of this Agreement, shall be and remain the sole property of County without restriction, reservation or qualification. The contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other project related items as requested by County or its authorized representative, at no additional cost to the County. Contractor may retain copies necessary for record keeping, documentation and all such other business purposes related to the Agreement.

37. USE OF AGREEMENT BY OTHER POLITICAL JURISDICTIONS

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize the County's contract by executing an interlocal agreement with County to do so. Contractor agrees this Agreement may be extended, with the authorization of the Contractor, to others. If any other jurisdiction or political jurisdictions is authorized, their ordering of services or goods shall be at the prices, terms and conditions as this Agreement. The Contractor must deal directly with that jurisdiction or political subdivision concerning the placement of orders, services, issuance of purchase orders, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on this Agreement. Each participating jurisdiction and political subdivision have the option of executing a separate contract with the Contractor. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.

38. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Pursuant to Section 2270.002 of the Texas Government Code, Contractor verifies that it:

- (a) Does not boycott Israel; and
- (b) Will not boycott Israel during the term of this Agreement.

39. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

Pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that it:

- (a) It does not boycott energy companies; and
- (b) Will not boycott energy companies during the term of the contract.

40. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

Pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it:

- a. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

- b. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

41. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental amendment to the agreement, approved by the Ellis County Commissioners Court.

42. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and County and will constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions and Exhibits will be binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by both Contractor and County with formal approval by the Ellis County Commissioners Court.

43. BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

44. SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of Contractor or representing themselves as signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he, she, or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth.

45. ACCEPTANCES

By their signatures below, the duly authorized representatives of the County and Contractor accept the terms of this Agreement in full.

EXECUTED THIS 27 DAY OF August 2024.

ELLIS COUNTY

SPG VENDING SOLUTIONS, LLC

By: _____
Todd Little
Ellis County Judge

By: Taylor Vaughan
Title: JM

ATTEST

By: _____
Krystal Valdez
Ellis County Clerk

Exhibit A Price Schedule

SPG VENDING'S PRICE SCHEDULE		
Pricing	0% Commission	10% Commission
Bottled Soda		\$2.45
Can Drinks		\$1.40
Bottled Water	\$2.00	
Sports Drinks		\$2.70
Energy Drinks		\$3.85
Chips		\$1.65
Bagged Snacks		\$1.65
Premium Snacks		\$2.20
Regular Candy		\$1.65
Pastries		\$2.20
Crackers & Nuts		\$1.10

Exhibit B
County's RFP-2024-002



COUNTY OF ELLIS
Purchasing Department

101 W. Main Street, Suite 102
Waxahachie, Texas 75165
972-825-5118

RFP NO. 2024-002

REQUEST FOR PROPOSALS
FOR
FULL-SERVICE VENDING
MACHINE SERVICES

PROPOSALS DUE MAY 9, 2024
2:00 P.M. CT

RFP-2024-002 FULL-SERVICE VENDING MACHINE SERVICES

INSTRUCTIONS TO PROPOSERS

INTRODUCTION:

Ellis County ("County" or "the County") is soliciting proposals for **FULL-SERVICE VENDING MACHINE SERVICES**.

KEY EVENTS SCHEDULE:

Issue RFP	3/28/24 12:00 PM Central Time
Deadline for Questions	4/10/24 12:00 PM Central Time
Deadline for Submission	5/09/24 2:00 PM Central Time

QUESTIONS:

All questions must be submitted through IONWAVE by 12:00 PM April 10, 2024.

PROPOSAL OPENING:

Proposal Opening will be May 9th, 3:00 PM at the Ellis County Historical Courthouse located at 101 W Main Street, Waxahachie, TX. Room 204

RFP-2024-002 FULL-SERVICE VENDING MACHINE SERVICES

PROPOSAL REQUIREMENTS

SUBMISSION OF PROPOSALS:

1. Proposal Submission Deadline:

*******May 9, 2024, by 2:00 PM Central Time*******

Proposals are to be submitted electronically through IonWave OR delivered. Please note that electronic submission is preferred.

If delivered or mailed: One (1) original and one (1) USB flash drive of all Proposal documents shall be submitted in sealed packages. The proposer's name and address should be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Proposal information that is not submitted in sealed packages will not be considered.

Mail or Deliver Sealed Responses to the Following Address:

Ellis County
Purchasing and Contracting Department
101 Main Street, Suite 102
Waxahachie, Texas 75165

Electronic Submission: One (1) electronic copy of all Proposal documents shall be submitted via IonWave at <https://elliscounty.ionwave.net>. Suppliers will need to be registered with Ionwave to access the proposal documents.

2. DELIVERY OF PROPOSALS

The submitting Proposer is responsible for the means of delivering the Proposals through Ion Wave or to the address listed in this RFP on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer or the Ellis County's internal mailing system will be the responsibility of the Proposer. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date recorded in Ion Wave or Ellis County Purchasing and Contracting Department is the official clock for determining whether submittals are submitted timely. Questions regarding delivery of proposals need to be addressed to the Ellis County Purchasing Department. **Late Proposals will not be accepted under any circumstances.**

RFP-2024-002 FULL-SERVICE VENDING MACHINE SERVICES

3. PROPRIETARY INFORMATION

If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually

marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its

Proposal that those sections shall be deemed non-proprietary and made available upon public request.

Proposers are advised that the County, to the extent permitted by law, will protect the confidentiality of their Proposals. Proposer shall consider the implications of the Texas Public Information Act, particularly after the CSP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by Ellis County, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the County will notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The County will not make a request of the Attorney General.

4. PROPOSAL EVALUATION PROCESS

The County's evaluation panel will review all responsive submittals and select the best evaluated Proposals for further review. The County's evaluation panel may elect to conduct an interview as part of the selection process. The County reserves the right to reject any or all Proposals.

The evaluation panel will evaluate the responses and will recommend one Firm to the Commissioners Court. Award may be made based on the proposals initially submitted -- without discussion, clarification or modification -- or the County may discuss with the selected Respondent offers for cost reduction and other elements of the Respondent's proposal. If the County determines that it is unable to reach a contract satisfactory to the County with the selected Respondent, then the County will terminate discussions with the selected Respondent and proceed to the next Respondent in order of selection ranking until a contract is reached or the County has rejected all proposals. The County may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions.

5. BEST VALUE RFP PROPOSAL EVALUATION FACTORS

CRITERIAN ONE: Supplier Experience and Customer Support	25 Points
CRITERIAN TWO: Commission	35 Points
CRITERIAN THREE: Product Options, Machine Capabilities, and Technology Offerings	40 Points

6. INVOICES

Invoices shall be sent directly to the Ellis County, Attention: AccountsPayable@co.ellis.tx.us. In accordance with the Prompt Payment Act, it is the intention of Ellis County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual

RFP-2024-002 FULL-SERVICE VENDING MACHINE SERVICES

circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Ellis County Purchase Order Number in order to be processed.**

No payments shall be made on invoices not listing a Purchase Order Number.

Continuing non-performance of the Vendor in terms of specifications shall be a basis for the termination of the contract by Ellis County. Ellis County shall not pay for work, equipment, or supplies which are unsatisfactory. The Vendor will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) day notice prior to cancellation.

Proposals will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistency of any kind. However, Ellis County reserves the right to waive any irregularities and to make an award in the best interest of Ellis County.

Proposals may be deemed non-responsive, among other reasons, for any of the following specific reasons:

1. Proposals containing any irregularities.
2. Unbalanced value of any item.
3. Respondents may be disqualified, and their proposals not considered, among other reasons, for any of the following specific reasons:
 - Reason for believing collusion exists among the Respondents.
 - Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated.
 - The Respondent being interested in any litigation against Ellis County.
 - The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 - Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - Uncompleted work that in the judgment of Ellis County will prevent or hinder the prompt completion of additional work, if awarded.
 - Respondents shall not owe delinquent property tax in Ellis County.
 - Respondent's past performance record with Ellis County.

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein, shall rest solely with the Respondent. Ellis County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

The Vendor may not assign their rights and duties under an award without the written consent of the Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

RFP-2024-002 FULL-SERVICE VENDING MACHINE SERVICES

Audit Clause: The Vendor (Contractor) shall agree that Ellis County shall, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer

generated data) of the Vendor involving those transactions related to this solicitation. Vendor (Contractor) shall agree that Ellis County shall have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. Ellis County shall provide the vendor (Contractor) with reasonable advance notice of intended audits. The Vendor shall provide records within ten (10) business days or a mutually agreed upon timeline.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:**

Vendor(s) will be awarded a five (5) year contract, effective from date of award or notice to proceed as determined by Ellis County Purchasing. At Ellis County's option and approval by the Vendor, the contract may be automatically renewed for one (1) additional five (5) year period, as further explained in Renewal Options. **Prices must remain firm for the first year of the contract.**

2. **RENEWAL OPTIONS:**

Ellis County reserves the right to exercise an option to automatically renew the contract of the Respondent for one (1) additional five (5) year period, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If Ellis County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Ellis County may rescind its option and seek a new solicitation.

3. **MINIMUM INSURANCE REQUIREMENTS:**

A. The Contractor shall take out, pay for, and always maintain during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.

1. Workers' Compensation – statutory (see TWCC rule 110.110)
2. Employer's liability - \$500,000
3. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
 - b. Property Damage - \$1,000,000 aggregate
4. Automobile liability
 - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate
 - b. Property damage - \$100,000 each occurrence
5. Contractual liability – same limits as above.

B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their

RFP-2024-002 FULL-SERVICE VENDING MACHINE SERVICES

C. limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

D. Required Provisions:

1. Proof of insurance – all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main, Suite 102, Waxahachie, TX 75165
2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as additional insured.
3. All copies of the certificates of insurance shall reference the project name and Proposal number for which the insurance is being supplied.
4. The contractor agrees to waive subrogation against Ellis County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
5. The contractor vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage.

4. **CRIMINAL BACKGROUND CHECK:**

- A. If this contract requires that Vendor personnel access Ellis County Data (either on-site or remotely) or access secure areas of Ellis County Facilities, then Vendor personnel may be required to undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Ellis County.
1. Vendor must provide information, including, but not limited to, Employee Name, date of birth, and driver's license number for each individual required to pass a Criminal Background Check.
 2. The award of a contract could be affected by Vendor's refusal to agree to these terms.
 3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in termination of the contract.
 4. The Criminal Background Check applies to the individual and not the Company.
 5. Passing status must be maintained by Vendor personnel for duration of the contract.

5. **INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:**

- A. The following is only applicable when Vendor is providing Information Technology hosted or cloud solution:
1. **Confidentiality, Integrity, Availability (CIA)**
Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Ellis County Data ensuring extra levels of security. All Ellis County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.

RFP-2024-002 FULL-SERVICE VENDING MACHINE SERVICES

2. Breach Notification

Vendor agrees that upon discovery of unauthorized access to Ellis County Data, Vendor shall notify Ellis County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Ellis County to investigate the occurrence.

3. Data

All Ellis County data will always remain in the 48 contiguous United States.

4. Right to Audit

Ellis County reserves the right to audit Vendor datacenters which house Ellis County Data or receive SSAI 16 SOC Type II audits from a reputable security advisory service firm (e.g., EY, Deloitte, KPMG, PWC, Coalfire, etc.).

I. PROJECT DESCRIPTION.

A. PURPOSE.

1. This Request for Proposals (RFP) invites Responses from experienced firms for the provision of full-service vending machine services.

II. SCOPE OF WORK.

- A.** Please review the following exhibit for proposal completion: Statement of work.

Exhibit B
County's RFP-2024-002

Special Terms and Conditions

That in accordance with request for proposal package No. **RFP-2024-002** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas. Venue for any disputes regarding this Contract must be filed in the district courts of Ellis County, Texas.

Prior Agreements Superseded

This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

Israel

In accordance with § 2270.002 of the Texas Government Code, "Vendor Name" does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

Appropriations Clause

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of **public funds beyond the fiscal year** for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice

Exhibit B
County's RFP-2024-002

of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party and approved by the Commissioners Court.

Prompt Payment Act

Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

Contract Terms

The agreement awarded from this bid shall be an annual agreement contract. The initial term of this agreement shall be five (5) years from date of approval. **This agreement may be automatically renewed at Ellis County's option for one (1) successive five-year term.** Renewal options will be the same terms and conditions of the original agreement unless a price redetermination has been accepted by the County, as further explained in Price Redetermination.

Cooperative Purchasing

Governmental entities utilizing inter-governmental contracts with Ellis County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to other FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by governmental entities other than Ellis County will be billed directly to that governmental entity and paid by that governmental entity. Ellis County will not be responsible for another governmental entity's debts. The quantities furnished in this bid document are for Ellis County only. It does not include quantities for any other governmental jurisdiction.

Price Redetermination

If applicable, a price redetermination may be considered by Ellis County **only at the anniversary date of the contract.** The price redetermination may be considered by Ellis County for the subsequent annual renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts at

Exhibit B
County's RFP-2024-002

the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire redetermination period.

Exhibit B
County's RFP-2024-002



ELLIS COUNTY PURCHASING

E.J. Harbin, MPA, CPPD
Purchasing Agent
Bus. (972) 825-5114
Fax (972) 825-5119

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

ADDENDUM TO

Request for Proposal

RFP-2024-002-Full-Service Vending Machine Services

ADDENDUM NO. 1

DATE ISSUED: April 10, 2024

RFP SUBMISSION DATE: May 9, 2024, at 2:00 PM CT

Action:

The deadline for the submission of questions has been extended to April 17, 2024, at 12pm CT. Questions regarding the solicitation are to be submitted thru lonwave by the new date and time.

The following forms have been requested to be submitted as part of the response attachments:

- Cooperative Purchase Form
- Minority and Women Business Enterprises Form
- Drug Free Workplace Form

All other terms and conditions remain unchanged.

.....
COMPANY NAME: SPG Vending Solutions

SIGNATURE: [Handwritten Signature]

NOTE: Company name and signature must be the same as on the bid documents.

Exhibit B
County's RFP-2024-002



ELLIS COUNTY PURCHASING

E.J. Harbin, MPA, CPPO
Purchasing Agent
Bus. (972) 825-5114
Fax (972) 825-5119

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

ADDENDUM TO
Request for Proposal
RFP-2024-002-Full-Service Vending Machine Services

ADDENDUM NO. 2

DATE ISSUED: April 17, 2024

RFP SUBMISSION DATE: May 16, 2024, at 2:00 PM CT

Action:

The deadline for the submission of questions has been extended to April 30, 2024, at 12pm CT. Questions regarding the solicitation are to be submitted thru lonwave by the new date and time.

The due date for the submission of proposals has been extended to May 16, 2024, at 2pm CT.

All other terms and conditions remain unchanged.

.....
COMPANY NAME: SPG Vending Solutions

SIGNATURE: [Signature]

NOTE: Company name and signature must be the same as on the bid documents.

Exhibit B
County's RFP-2024-002



ELLIS COUNTY PURCHASING

E.J. Harbin, MPA, CPPO
Purchasing Agent
Bus. (972) 825-5114
Fax (972) 825-5119

101 W. Main St., Suite 102
Waxahatche, TX 75165

ADDENDUM TO
Request for Proposal
RFP-2024-002-Full-Service Vending Machine Services

ADDENDUM NO. 3

DATE ISSUED: May 15, 2024

RFP SUBMISSION DATE: May 17, 2024, at 2:00 PM CT

Action:

The due date for the submission of proposals has been extended to May 17, 2024, at 2pm CT.

Please note that other governmental entities, i.e., municipalities in Ellis County, may be interested in participating in this solicitation.

All other terms and conditions remain unchanged.

.....

COMPANY NAME: SPS vending solutions
SIGNATURE: [Handwritten Signature]

NOTE: Company name and signature must be the same as on the bid documents.

Exhibit B
County's RFP-2024-002

Standard Terms & Conditions

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in proposal document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
 - A. name and address of Respondent;
 - B. name and address of receiving department;
 - C. Ellis County, Texas purchase order number;
 - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate proposals will not be considered unless authorized by the proposal itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a proposal.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the proposal are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the proposal sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the proposal sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.
10. The County reserves the right to award parts of bid, reject any or all bids and to waive technical irregularities in the bid. Contract award will be made based on the lowest qualified responsible Respondent or the Respondent who provided the goods and services at the best value for the County, considering the selection criteria below.

Exhibit B
County's RFP-2024-002

Best Value Selection Criteria:

- A. The County will evaluate all submissions by reviewing and rating each based on the following criteria, which are ranked in order of importance: (Unless Expanded Criteria is Included in the Request for Proposal)
1. The extent to which the Respondent's services meet the County's needs and specification, as stated in the bid.
 2. Experience, qualifications and quality of the Respondent's services
 3. Reputation of Respondent
 4. Any relevant criteria specifically listed in the bid
 5. Cost to the County
 6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the bid.
 7. Vendor's past performance record with Ellis County
 8. Vendor's safety record
 9. Ellis County's evaluation of the vendor's ability
- B. The Respondent may be required to make an oral presentation to the Commissioners Court to further present their qualification. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Respondents. The County reserves the right to negotiate any and all elements of any Respondent's proposal.

The County reserves the right to award in lump sum or to multiple vendors or as primary, secondary and tertiary award winners.

11. Invoices shall be sent to the department or office requesting the product. Ellis County mailing address is 109 S. Jackson St., Waxahachie, TX 75165. Invoices must detail the materials/equipment/services delivered and must reference the Ellis County Purchase Order Number or Bid Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule found of the Ellis County website.
12. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

Exhibit B
County's RFP-2024-002

13. Only the Commissioners Court of Ellis County, Texas, acting as a voting body may enter into any type of agreement or contract on behalf of Ellis County over \$50,000.00. The Purchasing Agent shall enter into all agreements under \$50,000.00. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity proposal, the unit price shall govern.
15. The Respondent shall be considered an independent Respondent and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the County, County, or State, for performance of the work.
19. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
20. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in district courts of Ellis County, Texas.
21. The contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.

Exhibit B
County's RFP-2024-002

22. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
23. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposed prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.
24. Ellis County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
26. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
27. The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.
28. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.
29. Ellis County may terminate the contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.
30. If a Contract, resulting from an RFSQ/RFP/RFQ/CSP/RFB is for the execution of a public work, the following shall apply:

Exhibit B
County's RFP-2024-002

30.1 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, shall execute to the County a Payment Bond if the Contract is in excess of \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.

30.2 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Performance Bond if the Contract is in excess of \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.

30.3 In accordance with Texas Local Government Code 262.032, If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.

(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.
32. Respondents must provide the following information as part of this submission:
 - A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).

Exhibit B
County's RFP-2024-002

- B. Name of contact person (single point of contact with the Respondent).
 - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the Contract.
 - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
33. Ellis County reserves the right to reject any or all proposals, to award contracts to primary and secondary respondents, to reject materials/proposals not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Proposals may be rejected, among other reasons, for any of the following specific reasons:
- A. Proposals received after the time limit set for receiving proposals.
 - B. Proposals containing irregularities.
 - C. Unbalanced value of items.
34. Respondents may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:
- A. Reason for believing collusion exists among Respondents.
 - B. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated
 - C. The Respondent being interested in any litigation against the County.
 - D. The Respondent being in arrears on any existing contract of having defaulted on a previous contract.
 - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
 - G. Respondents shall not owe delinquent property tax in Ellis County.
35. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.

Exhibit B
County's RFP-2024-002

36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, closed from 12:00 p.m. to 1:00p.m. for lunch. Delivery dates are important to Ellis County and may be required to be a part of each proposal. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the proposal/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal/quote/ proposal price. The Entity will pay no additional freight/delivery/installation/setup fees.
40. Certification of Eligibility: This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a proposal or proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of proposal/proposal submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Proposals on similar items of like quality will be considered if the proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
42. Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify the Ellis County Purchasing Department.

Exhibit B
County's RFP-2024-002

43. Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify the Ellis County Purchasing Department.

**If Federal Funds are being utilized, the following 2 CFR 200C clauses apply.
(Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards)**

44. Equal Employment Opportunity (if Grant related): PERFORMING PARTY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PERFORMING PARTY shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
45. Davis-Bacon Act (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
46. Contract Work Hours and Selection Standards (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
47. Rights to Invention Made Under Contract or Agreement (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 37 CFR Part 401.
48. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
49. Debarment/Suspension: PERFORMING PARTY is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance

Exhibit B
County's RFP-2024-002

- programs under Executive Order 12549, Debarment and Suspension. PERFORMING PARTY and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions".
50. Restrictions on Lobbying: PERFORMING PARTY of these funds is prohibited from using monies for lobbying purposes; PERFORMING PARTY shall comply with the special provision "Restrictions on Lobbying," which is included as Attachment C of this Agreement. PERFORMING PARTY shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
 51. Procurement of Recovered Materials (if Grant related): PERFORMING PARTY agrees to comply with all applicable provisions of 2 CFR §200.322.

Exhibit B
County's RFP-2024-002
RFP-2024-002

Full Service Vending Machine Services

Statement of Work

The purpose of this Request for Proposal (RFP) is to request proposals from vendors to furnish full-service snack and drink vending machine services at various locations and facilities throughout Ellis County (County). This proposal will generate revenue for the County and consolidate the management, servicing, and accounting for vending machine sales on County property under a service contract. The County encourages a broad line and assortment of snack brands.

A. Minimum Specifications include, but are not limited to the following

1. Awarded vendor will install state-of-the-art chip/candy, soft drink, and/or refrigerated snack (food & juice) machines in County facilities as specified by the County. Machines provided shall operate on AC-110 volts with a three-wire, three-prong ground type plug. All machines shall be UL listed, designed, constructed, installed, and operated in accordance with local and national codes and regulations for this type of equipment. Machines provided shall be quiet and non-disruptive to the activities occurring on County property and shall be equipped with anti-theft technology. Machines shall be aesthetically acceptable to the County. The County may reject machine signage or logo if deemed objectionable or a distraction to the activities occurring on County property. To maximize the potential of each location, the machines provided shall be of adequate size and capacity to always maintain full and uninterrupted service. Machines shall be capable of holding and dispensing a variety of products and sizes.

2. To ensure accurate record keeping, all machines shall be equipped with non-resettable counters, which indicate unit sales. If multiple products are dispensed from the same machine, a separate dispensing counter is required for each separate commission rate dispensed. Upon initial installation of the machines, Vendor shall submit a starting machine counter number to the County's designated Contact Administrator for each vending machine. Vendor shall assume the full risk and responsibility for any loss, destruction, or damage occurring to the machines or other dispensing equipment. In the event of any loss due to theft, fire, accident, disruption of utility services, vandalism, spoilage, or other similar causes from said machines, the loss shall be borne by the vendor.

3. Dollar bill changer must be provided. All machines shall be equipped to accept legal U.S. tender and have dollar bill validators and coin mechanisms which accept combinations of dollar bills, nickels, dimes, and quarters. In addition, each machine shall have bill change capabilities. Bill changers may be a separate machine and/or installed in the Snack/Soft Drink/Water/Juice machine. Bill changers must hold a minimum of \$50.00 each. Machines will be set to return change equal to the currency put in the machine.

4. Snack machines will be expected to be stocked with items, all being top brand chips, candy, and pastries, in addition to healthy snack options. Types of chips, candy, and pastries to be selected by Ellis County.

Exhibit B

County's RFP-2024-002

5. Soft Drink machines will be expected to be stocked with multiple options including all major brands of soft drinks for the machines in both can and bottle options. The following will be required to be placed in the machines: Coca-Cola products, Dr. Pepper products, Pepsi products, and other major brands. Types of drinks to be selected by Ellis County.
6. Water/Juice machines will be expected to be stocked with multiple options including all major brands of water/juice. Types of drinks to be selected by Ellis County.
7. List types and number of products to be available for sale in the machines.
8. List proposed prices for which the items will be sold. The pricing of products shall be mutually agreed upon during the negotiation of the final terms and conditions of the contract. **Pricing will remain firm for the first year of the contract.** Any fluctuation in the unit prices will be negotiated by the successful vendor and the County's Purchasing Office. Price increases may only apply to vending services. Local market conditions along with the vendor's product cost will be utilized to establish the exact amount of annual escalation not to exceed 25% over the term of the contract. The County reserves the right to participate in the determination of all selling prices, as described above, throughout the term of the contract. The price structure is subject to negotiation and approval by the Commissioner's Court upon award of RFP.
9. The commission is to be paid to the County from the items sold. All commissions paid to the County will be submitted to the County Auditor's Office in one check. Commissions will be paid monthly on the previous month's sales. All monthly payments due to the County from the vendor shall be paid on or before the fifteenth (15th) day of each month. In support of each check issued, vendor is required to attach an itemized computer printout of all sales from all machines to accompany the commission payment. The County makes no guarantees as to the amount of product that will be sold within a fiscal year. **UNDER NO CIRCUMSTANCES WILL THE COUNTY BE REQUIRED TO SELL A MINIMUM AMOUNT OF PRODUCT IN ORDER TO RECEIVE THE COMMISSIONS OR OTHER FINANCIAL AND/OR NON-FINANCIAL BENEFITS AGREED UPON.**
10. A service staff will be on call twenty-four (24) hours a day seven (7) days a week for any service problems that are due to the malfunction of any equipment. All service calls must respond within three (3) hours.
11. All vending machines will be filled and serviced at least once a week, unless otherwise stated by Ellis County depending on use.
12. **Contract Term:** The proposed contract will be for a term of five (5) years with the option for one (1) five-year renewal option. At the County's discretion, at the conclusion of the initial five-year term of the agreement, the County has the option of extending the agreement on the same basis for an additional five-year term, renegotiating the price and terms of the agreement with the same vendor, or awarding a new contract based on the receipt of competitive proposals or in any other manner permitted by law. The County is willing to consider vendor proposals for terms indicated and any additional terms vendor recommends that might be beneficial to the County. The proposer must attach a sample agreement/contract with the proposal.

13. Price Redetermination: If applicable, a price redetermination may be considered by the County. The County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire redetermination period.

B. Responsibilities of the Proposer

1. Equipment Placement: Proposer shall, without cost to the County, install a sufficient number of beverages and snack/food machines on premises to conveniently serve County personnel and visitors. Such machines and any others installed by the proposer under this contract and their contents remain the property of the proposer. Upon award of the RFP, vendor will be expected to work closely with the Purchasing Department regarding the placement of machines to benefit both the vendor and County.

2. The County will work with the successful vendor to designate strategic placement of machines. Relevant business information regarding the locations will be provided to proposers when available. Should proposers need additional information regarding prospective machine placement, it is their responsibility to request such information. If requested, the County will plan with the successful proposer to visit each site at a mutually convenient time to walk the premises and evaluate each location as well as potential new locations.

3. The County makes no representation regarding continuation of any location or of the number of machines at any location and may direct those locations be discontinued. The number, type, and location of snack vending machines will be determined from time to time by mutual agreement, in writing, between the parties hereto.

4. The County reserves the right at any time to require the vendor to remove, relocate, or place additional dispensing machines and related equipment at existing and/or new locations to meet unknown requirements as they arise through this contract. The vendor shall provide additional machines at no charge to the County. In addition, the County may request that a machine be exchanged at any time. Should the vendor wish to relocate, exchange, or remove vending machines, a request shall be submitted in writing to the Contract Administrator.

5. Location of present machines and their types.

a. Ellis County Court Annex, 109 S. Jackson Street, Waxahachie TX

➤ 4 Drink Machines

➤ 1 Snack Machine

b. Road and Bridge Pct 4, 1011 Eastgate, Midlothian, TX

➤ 1 Snack/Soft Drink Combo Machine

c. Justice of the Peace / Constable Pct 2, 701 S I-35, Waxahachie, TX (Current Location. New location will be 2675 W. US Hwy 287 Business).

➤ 1 Drink Machine

➤ 1 Snack Machine

Exhibit B

County's RFP-2024-002

d. Sheriff's Office / Jail, 300 S Jackson Street, Waxahachie, TX

- 2 Soft Drink Machines
- 2 Snack Machines

e. Law Enforcement Center, 2272 FM 878, Waxahachie, TX

- 1 Drink Machine
- 1 Snack Machine

The following **additional** locations and machines may need to be added:

a. Road & Bridge Precinct 2, 1400 Oak Grove Rd., Ennis, TX

- 1 Drink and 1 Snack Machine

b. Juvenile Services, 2272 FM 878, Waxahachie, TX

- 1 Drink and 1 Snack Machine

c. Elections Office, 204 E. Jefferson St., Waxahachie, TX

- 1 Drink and 1 Snack Machine

d. Historical Courthouse, 101 W. Main St., Waxahachie, TX

- 1 Drink and 1 Snack Machine

e. Justice of the Peace/Constable Precinct #2, 2675 W. US Hwy 287 Business
Waxahachie, TX (New Location)

- 1 Drink and 1 Snack Machine

6. Supply of Merchandise: Proposer agrees to keep machines supplied with food and beverages of good quality, prepared, and dispensed in conformity with all federal, state, and other health and sanitation standards.

7. Licenses/Fees/Taxes: The proposer further agrees that it will obtain, pay for, and maintain in force all necessary permits and licenses required by law and that it will comply with all municipal ordinances, state statutes, and federal laws which may be applicable to its operations. Any fees/taxes associated with ownership or operation of the vending machines are the responsibility of the awarded vendor.

8. Records: Proposer shall always maintain a record of all merchandise, collections, sales, and inventories necessary in connection with proper operation of the machines installed under this contract.

9. Personnel:

a. Proposer's personnel shall always be dressed in clean, neat uniforms and will observe all regulations in effect on described premises.

b. Proposer agrees to abide by all Ellis County policies of which it has notice, including but not limited to sexual harassment and smoking, while in or on Ellis County facilities. Proposer agrees to inform proposer's employees, agents, and representatives of such policies.

10. Maintenance: Proposer shall operate and maintain their machines in a clean and workable condition with each day of service.

Exhibit B
County's RFP-2024-002

C. Responsibilities of the County

1. Authorization:

- a. The County gives the proposer exclusive right and privilege to sell all, vended beverage, and snack/food products.
- b. The County agrees to permit only authorized proposer personnel to remove, adjust or repair in any way any of the machines which the proposer installs.

2. Utilities

- a. All necessary utility outlets in the designated areas where vending machines are deemed shall be provided by the County at its' expense.
- b. All necessary water and electric current will be provided by the County at its' expense.

3. Notice of Accident, Product Liability or Other Claims: The County shall promptly notify the proposer in writing of any claims due to vending service against the County or the proposer and in the event of a suit being filed.

4. Sanitation: The County shall keep areas in which vending machines are located and all food service areas in a clean condition and provide for collection and disposal of all garbage and trash resulting from operation of the vending and food service.

5. Refunds: The proposers shall include a description of procedures for handling refunds and the turn-around time for addressing product complaints or replacements as part of its proposal. The final policy and procedure for such shall be subject to agreement and approval by the County. The County shall assist the proposer in establishing a workable order of refunds.

6. Damage to Ellis County: The vending machines and other items placed on the premises shall remain the property of the proposer if removal of the machines would not result in damage to the Ellis County Facilities. If removal would cause damage to the Facilities, proposer shall reimburse Ellis County of any such damages.

D. General Provisions:

1. Product Price Change: It is understood that the proposed selling prices to be used are based on costs at the time of this contract and will remain for **one (1) year** as agreed by both parties. Should these costs change, the proposer must notify the County Commissioners Court of reasonable and proper selling price adjustment, 30 days in advance, furnishing the County Commissioners Court with documentation supporting such cost changes. The County Commissioners Court agrees to consider these adjustments and all adjustments are subject to the mutual contract of the County and the proposer.

2. Alterations: The proposer agrees to make no alterations to the premises unless authorized by the County. The County agrees to cooperate in making any alterations that may become necessary for proper performance of the service under this contract. No alteration whatsoever of the premises shall be made without the written approval of Ellis County.

E. EVALUATION CRITERIA

This is a Request for Proposal and factors other than costs will be reviewed and evaluated. Evaluations of the proposals will be based on a weighted point system as follows:

Criteria 1: Supplier Experience and Customer Support.....	25 Points
Criteria 2: Commission.....	35 Points
Criteria 3: Product Options, Machine Capabilities, and Technology Offerings.....	40 Points
MAXIMUM POSSIBLE EVALUATION POINTS	100 Points

COMMISSIONERS COURT AGENDA REQUEST

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: August 27, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: September 3, 2024

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

Discussion, consideration and approval for the purchase of a 2023 GRADALL XL 3100 V 4 x 2 Excavator from Kirby Smith Machinery, Inc, using BuyBoard Contract 685-22 in an amount of \$508,770.00 Commissioner, Pct. 3



8/27/2024

Quote #: cgylling-1978

Byron Gentry

ELLIS COUNTY PCT 3
Po Box 396
Commissioners Office
Italy, TX 76651

Dear Byron:

We are pleased to quote the following for your consideration:

GRADALL XL3100 V 2023 model w/ 18 hours, Unit # GE23001, S/N 3120000617.

The following Factory and Dealer Options are included in the package:

- **GRADALL XL3100 V 2023, GRADALL XL3100 V 4X2 EXCAVATOR**
- **AM/FM Stereo Radio w/Weatherband**

The following Attachments are included:

- **60" DITCHING BUCKET WITH BOLT ON CUTTING EDGE**
- **FIXED THUMB GRAPPLE**

Sales Price: \$508,770.00

To be purchased through BuyBoard. Contract # 685-22

Contract price is \$517,077.00; less contract discount of 2% (-\$10,341.54)

Plus Freight and options of \$2,034.54

New net selling price is \$508,770.00

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,

Chris Gylling

Chris Gylling
Governmental Sales Rep
Kirby-Smith Machinery, Inc.
Phone: 214-371-7777
Cell: 214-918-6849
Email: cgylling@kirby-smith.com

www.kirby-smith.com | 888-861-0219

Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock
Waco * Odessa * St. Louis * Kansas City

COMMISSIONERS COURT AGENDA REQUEST

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: 8/27/24 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Jana Onyon

PHONE: 972-825-5195 FAX: _____

DEPARTMENT OR ASSOCIATION: Elections

ADDRESS: 204 E Jefferson St Waxahachie

PREFERRED DATE TO BE PLACED ON AGENDA: 9/3/2024

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

Discussion, consideration, and approval for the County Judge to sign the Notice of Election for the General and Special Elections to be held on November 5, 2024; for approval of the Election Day Vote Centers.



Notice of General and Special Elections – November 5, 2024
Aviso de Elecciones General y Especial - 5 de noviembre de 2024

To the registered voters of the County of Ellis, Texas:

A los votantes registrados del Condado de Ellis, Texas:

Voting for the purpose of electing Presidential Electors, Members of Congress, Members of the Legislature, State, District, County and Precinct Officers as required by Article XVI, Section 65 of the Texas Constitution. *Votación con el propósito de elegir electores presidenciales, miembros del congreso, miembros de la legislatura, funcionarios estatales y de distrito, funcionarios del condado y funcionarios de distrito por el Artículo XVI, Sección 65, de la Constitución de Texas.*

To the registered voters in Ellis County having General or Special Elections:

Para los votantes registrados del Condado de Ellis que tienen elección general o especial:

- City of Ennis Special Elections to fill a vacancy for the purpose of electing Commissioner Ward 1, Unexpired Term
- City of Glenn Heights General Election voting for the purpose of electing a At-Large Council Members Places 1, 3, & 5
- City of Mansfield Special Local Option Election to legalize, voting to adopt or reject one proposed proposition
- City of Ovilla Special Election voting to adopt or reject one proposed proposition
- City of Red Oak Special Local Option Election to legalize, voting to adopt or reject one proposed proposition
- Avalon ISD General Election for the purpose of electing three At-Large Member of Board of Trustees – Vote for 3
- Midlothian ISD Special Election voting to adopt or reject one proposed proposition
- Ellis County Emergency Services District No. 10 Special Election voting to adopt or reject one proposed proposition
- Ellis County Emergency Services District No. 11 Special Election voting to adopt or reject one proposed proposition
- Myrtle Creek Municipal Management District No. 1 of Ellis County Special Election for the purpose of voting to adopt or reject propositions and electing five Directors
- Lakesong Municipal Management District No. 1 Special Election voting to adopt or reject six proposed propositions and for the purpose of electing five At-Large Board of Directors – Vote for 5
- Ciudad de Ennis elección especial para llenar una vacante de elegir a un comisionado sala distrito 1, duración restante del cargo*
- Ciudad de Glenn Heights elección general para elegir alcalde y miembro del consejo lugares 1, 3, y 5*
- Ciudad de Mansfield Elección de opción local para legalizar la votación para adoptar o rechazar una proposición propuesta*
- Ciudad de Ovilla elección especial votando para aprobar o rechazar una proposición propuesta*
- Ciudad de Red Oak Elección de opción local para legalizar la votación para adoptar o rechazar una proposición propuesta*
- Distrito Escolar de Avalon elección general para elegir a tres miembros generales de la junta de regentes – votación para tres*
- Distrito Escolar de Midlothian elección especial votando para adoptar o rechazar uno proposiciones propuestas*
- Distrito de servicios de emergencia no. 10 del Condado de Ellis elección especial votando para aprobar o rechazar una proposición propuesta*
- Distrito de servicios de emergencia no. 11 del Condado de Ellis elección especial votando para aprobar o rechazar una proposición propuesta*
- Distrito de Gestión Municipal de Myrtle Creek Nro. 1 del Condado de Ellis, elección especial votando para aprobar o rechazar proposiciones propuestas y elegir cinco directores*
- Distrito De Administración Municipales De Lakesong Nro. 1 elección especial votando para aprobar o rechazar seis proposición propuestas y para elegir cinco miembros de la Mesa Directiva en general – votación para cinco*

Notice is hereby given of state law for acceptable credentials for voting in person. A voter will be required to show one of the seven approved forms of photo identification or voters who do not possess and cannot reasonably obtain one of the seven forms of approved photo ID will be able to execute a Reasonable Impediment Declaration and provide a supporting form of identification.

Aviso por este medio se da aviso de la ley del Estado para las credenciales aceptables para votar en persona. Un votante tendrá que mostrar una de las siete formas aprobadas de identificación con foto o los votantes que no poseen y que razonablemente no pueden obtener una de las siete formas de identificación con fotografía aprobada podrán ejecutar una Declaración de Impedimento Razonable y proporcionar un formulario de respaldo de identificación.

All eligible registered voters in Ellis County, Texas, may vote at any of the below listed Early Voting Vote Centers. Early voting by personal appearance will be conducted at:
Todos los votantes elegibles registrados en el Condado de Ellis, Texas, pueden votar en cualquiera de los siguientes locales de votación anticipada. La votación adelantada en persona tendrá lugar en:

Main Location: Lugar principal:
 Ellis County Woman's Building (Davis Hall),
 407 W Jefferson St, Waxahachie, Texas 75165

Branch Locations: Ubicación de sucursal:
 Ellis County Sub-Courthouse (Conference Rm), 207 S. Sonoma Trail, Ennis TX 75119
 Midlothian Conference Center (Ballrooms), 1 Community Circle Dr., Midlothian TX 76065
 Palmer ISD Annex Building (Portable Building), 303 Bulldog Way, Palmer TX 75152
 Red Oak Municipal Center (Ballrooms), 200 Lakeview Pkwy, Red Oak TX 75154

October 21, 2024 (Monday through Friday)	October 25, 2024	8:00 A.M. - 6:00 P.M.
October 26, 2024 (Saturday)		7:00 A.M. - 7:00 P.M.
October 27, 2024 (Sunday)		1:00 P.M. - 7:00 P.M.
October 28, 2024 (Monday through Friday)	November 1, 2024	7:00 A.M. - 7:00 P.M.
21 de Octubre, 2024 (Lunes hasta Viernes)	al 25 de Octubre, 2024	8:00 A.M. - 6:00 P.M.
26 de Octubre, 2024 (Sábado)		7:00 A.M. - 7:00 P.M.
27 de Octubre, 2024 (Domingo)		1:00 P.M. - 7:00 P.M.
28 de Octubre, 2024 (Lunes hasta Viernes)	al 1 de Noviembre, 2024	7:00 A.M. - 7:00 P.M.

Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:
 Early Voting Clerk 204 E. Jefferson Street Waxahachie, Texas 75165
 or faxed to 972-923-5194
 or email a scanned copy of signed application to elections@co.ellis.tx.us
 (If faxed or emailed, the Election Office must receive original application within 4 days)
 Application for ballot by mail must be received by mail no later than the close of business on Friday, October 25, 2024.

*Las solicitudes (Regular o Postal Federal) de boletas electorales por correo deben enviarse por correo a: Secretaria de la Votación Adelantada
 204 E. Jefferson Street Waxahachie, Texas 75165
 O por fax al 972-923-5194
 O por correo electrónico una copia de su application firmada a elections@co.ellis.tx.us
 (Si se envía por fax o correo electrónico, la oficina de elecciones debe recibir la solicitud original dentro de los cuatro días)
 Las solicitudes para boletas de votar adelantado por correo deberán recibirse no más tardar de las horas de negocio el viernes 25 de octubre de 2024.*

Notice is hereby given that the Vote Centers listed below will be open from 7:00 a.m. to 7:00 p.m. on November 5, 2024. All eligible registered voters in Ellis County, Texas, may vote at any of the Election Day Vote Centers listed below.
Por medio del presente, se notifica que los centros de votación estarán abiertos de 7:00 a.m. hasta 7:00 p.m. el 5 de noviembre de 2024. Todos los votantes elegibles registrados en el Condado de Ellis, Texas, pueden votar en cualquiera de los centros de votación.

VOTE CENTER LOCATIONS: UBICACIONES DE LOS CENTROS DE VOTACIÓN:
 As of 8/21/2024, Subject to Changes Vigente a partir del 8/21/2024, Sujeto a cambios

1	FIRST BAPTIST CHURCH-AVALON (Annex) 206 GILES STREET	AVALON, TX 76623
2	FIRST METHODIST-BARDWELL (Church Annex) 104 PECAN ST	BARDWELL, TX 75119
3	BRISTOL COMMUNITY CENTER (Auditorium) 100 CHURCH ST	BRISTOL, TX 75119
4	ALMA CITY HALL (Chamber Rm) 104 INTERURBAN RD	ENNIS, TX 75119
5	ELLIS COUNTY SUB-COURTHOUSE (Conf. Rm) 207 S SONOMA TRAIL	ENNIS, TX 75119
6	ENNIS WELCOME CENTER (Bluebonnet Rm) 201 NW MAIN STREET	ENNIS, TX 75119
7	FAITH ASSEMBLY OF GOD CHURCH (Fellowship Hall) 1810 W BALDRIDGE ST.	ENNIS, TX 75119
8	FERRIS PUBLIC LIBRARY (Aubrey Trussell Rm) 301 E 10TH STREET	FERRIS, TX 75125
9	FORRESTON BAPTIST FELLOWSHIP HALL (Foyer) 211 SEVENTH ST.	FORRESTON, TX 76041
10	HARVEST OF PRAISE (House of Manna Rm) 2603 S HAMPTON RD	GLENN HEIGHTS, TX 75154
11	ITALY COMMUNITY CENTER (Room) 108 HARPOLD ST.	ITALY, TX 76651
12	FIRST BAPTIST CHURCH-MAYPEARL (Fellowship Hall) 5744 FM 66	MAYPEARL, TX 76064
13	MIDLOTHIAN CHURCH OF CHRIST (Fellowship Hall) 1627 N HWY 67	MIDLOTHIAN, TX 76065

14	MIDLOTHIAN CONFERENCE CTR (Ballrooms) 1 COMMUNITY CIRCLE DR	MIDLOTHIAN, TX 76065
15	MOUNTAIN PEAK COMMUNITY CHURCH (Sanctuary) 751 W. FM 875	MIDLOTHIAN, TX 76065
16	STONEGATE CHURCH (Foyer) 4025 E US 287	MIDLOTHIAN, TX 76065
17	THE SHEPHERD'S HOUSE (Auditorium) 3221 MOCKINGBIRD LN	MIDLOTHIAN, TX 76065
18	MILFORD COMMUNITY CENTER (Main Rm) 109 S MAIN ST	MILFORD, TX 76670
19	OVILLA CITY HALL (Council Chambers Rm) 105 S COCKRELL HILL RD	OVILLA, TX 75154
20	VERTICAL CHURCH OVILLA (Foyer) 3333 OVILLA RD	OVILLA, TX 75154
21	PALMER ISD ANNEX BUILDING (Portable Bldg) 303 BULLDOG WAY	PALMER, TX 75152
22	EASTRIDGE BAPTIST CHURCH (Family Activity Ctr) 732 E OVILLA RD	RED OAK, TX 75154
23	RED OAK MUNICIPAL CENTER (Ballrooms) 200 LAKEVIEW PKWY	RED OAK, TX 75154
24	GRACE COVENANT CHURCH (Dining Hall) 212 N MAIN ST	RED OAK, TX 75154
25	ELLIS COUNTY WOMANS BUILDING (Davis Hall) 407 W JEFFERSON ST.	WAXAHACHIE, TX 75165
26	FIRST UNITED METHODIST-WAXAHACHIE (Fidelis Hall) 505 W MARVIN AVE	WAXAHACHIE, TX 75165
27	KNIGHTS OF COLUMBUS (Main Room) 325 BROADHEAD RD.	WAXAHACHIE, TX 75165
28	PARK MEADOWS BAPTIST CHURCH (Youth Room) 3350 N HWY 77	WAXAHACHIE, TX 75165
29	PATHWAY BAPTIST CHURCH (GYM) 1116 BROWN ST.	WAXAHACHIE, TX 75165
30	SALVATION ARMY OF ELLIS CO. (Fellowship Hall in rear) 620 FARLEY ST.	WAXAHACHIE, TX 75165

More information at www.co.ellis.tx.us/elections or call 972-825-5195.

Para más información visite: www.co.ellis.tx.us/elections o llámara 972-825-5195.

Issued this the _____ day of September, 2024.

(Emitada este día _____ de septiembre, 2024.)

Signature of County Judge (Firma del Juez del Condado)

COMMISSIONERS COURT AGENDA REQUEST

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: 8/27/24 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Jana Onyon

PHONE: 972-825-5195 FAX: _____

DEPARTMENT OR ASSOCIATION: Elections

ADDRESS: 204 E Jefferson St Waxahachie

PREFERRED DATE TO BE PLACED ON AGENDA: 9/3/2024

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

Discussion, consideration, and approval for the County Judge to sign the Notice of Election for the Ellis County Emergency Services District No. 10 election to be held on November 5, 2024.



Notice of Special Election - November 5, 2024
Aviso de Elección Especial - 5 de noviembre de 2024

To the registered voters in the proposed Ellis County Emergency Services District No. 10 ("ESD No. 10"):
A los votantes registrados en el propuesto del Distrito No. 10 de Servicios de Emergencia del Condado de Ellis ("ESD No. 10"):

Notice is hereby given for voting in a special election to adopt or reject one proposition as follows: "Confirming the creation of Ellis County Emergency Services District No. 10 and authorizing the imposition of a tax not to exceed the rate allowed by Section 48-e, Article III, Texas Constitution."

Por la presente se da aviso para votar en la Elección Especial para adoptar o rechazar una propuesta como sigue: "Confirmar la creación del Distrito No. 10 de Servicios de Emergencia del Condado de Ellis y autorizar la imposición de un impuesto que no exceda la tasa permitida por la Sección 48-e, Artículo III, Constitución de Texas."

All eligible registered voters in ESD No. 10 may vote at any of the below listed Early Voting Vote Centers:
Todos los votantes elegibles registrados en ESD No.10 pueden votar en cualquiera de los siguientes locales de votación anticipada:

- Main Location *Lugar principal:* Ellis County Woman's Building (Davis Hall)**
407 W. Jefferson Street, Waxahachie, TX 75165
Midlothian Conference Center (Ballrooms) 1 Community Circle Dr., Midlothian, TX 76065
Palmer ISD Annex Building (Portable Bldg) 303 Bulldog Way, Palmer, TX 75152
Ellis County Sub-Courthouse (Conference Rm) 207 S. Sonoma Trail, Ennis, TX 75119
Red Oak Municipal Center (Ballrooms) 200 Lakeview Pkwy, Red Oak, TX 75154
And any other published locations within Ellis County.
Y cualquier otras ubicaciones publicadas dentro del Condado de Ellis

Monday, October 21, 2024 through Friday, October 25, 2024	8:00am-6:00pm
Saturday, October 26, 2024	7:00am-7:00pm
Sunday, October 27, 2024	1:00pm-7:00pm
Monday, October 28, 2024 through Friday, November 1, 2024	7:00am-7:00pm
<i>lunes, 21 de octubre 2024 hasta viernes, 25 de octubre 2024</i>	<i>8:00am-6:00pm</i>
<i>sábado, 26 de octubre 2024</i>	<i>7:00am-7:00pm</i>
<i>domingo, 27 de octubre 2024</i>	<i>1:00pm-7:00pm</i>
<i>lunes, 28 de octubre 2024 hasta viernes, 1 de noviembre 2024</i>	<i>7:00am-7:00pm</i>

Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:
Early Voting Clerk, 204 E Jefferson Street, Waxahachie, Texas 75165
Or faxed to 972-923-5194 Or email a scanned copy of signed application to elections@co.ellis.tx.us
(If faxed or emailed, the Elections Office must receive original application by mail within 4 days)
Application for ballot by mail must be received no later than close of business on Friday, October 25, 2024.
Las solicitudes (Regular o Postal Federal) de boletas electorales por correo deben enviarse por correo a:
Secretaria de la Votación Anticipada, 204 E. Jefferson Street Waxahachie, Texas 75165
O por fax al 972-923-5194 O por correo electrónico una copia de su aplicación firmada a elections@co.ellis.tx.us
(Si se envía por fax o correo electrónico, la oficina de elecciones debe recibir la solicitud original dentro de los cuatro días) Las solicitudes para boletas de votar adelantado por correo deberán recibirse no más tardar de las horas de negocio el viernes, 25 de octubre de 2024.

Election Day Vote Centers listed below will be open from 7:00 a.m. to 7:00 p.m. on November 5, 2024.
Centros de votación el día de la elección enumerados a continuación estarán abiertos de 7:00 a.m. hasta 7:00 p.m. el 5 de noviembre de 2024.

- FIRST METHODIST CHURCH - BARDWELL (Church Annex) 104 PECAN ST. BARDWELL, TX 75119**
ELLIS COUNTY SUB-COURTHOUSE (Conference Rm) 207 S SONOMA TRAIL ENNIS, TX 75119
And any other published locations within Ellis County. Y cualquier otras ubicaciones publicadas dentro del Condado de Ellis

More information at www.co.ellis.tx.us/elections or call 972-825-5195.
Para más información visite www.co.ellis.tx.us/elections o llamar a 972-825-5195.

Issued this the _____ day of September, 2024. (Emitada este día _____ de septiembre, 2024.)

Signature of County Judge (Firma del Juez del Condado)

COMMISSIONERS COURT AGENDA REQUEST

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

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Please fill out this form completely:

DATE: 8/27/24 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Jana Onyon

PHONE: 972-825-5195

FAX: _____

DEPARTMENT OR ASSOCIATION: Elections

ADDRESS: 204 E Jefferson St Waxahachie

PREFERRED DATE TO BE PLACED ON AGENDA: 9/3/2024

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

Discussion, consideration, and approval for the County Judge to sign the Notice of Election for the Ellis County Emergency Services District No. 11 election to be held on November 5, 2024.



Notice of Special Election - November 5, 2024
Aviso de Elección Especial - 5 de noviembre de 2024

To the registered voters in the proposed Ellis County Emergency Services District No. 11 ("ESD No. 11"):
A los votantes registrados en el propuesto del Distrito No. 11 de Servicios de Emergencia del Condado de Ellis ("ESD No. 11"):

Notice is hereby given for voting in a special election to adopt or reject one proposition as follows: "Confirming the creation of Ellis County Emergency Services District No. 11 and authorizing the imposition of a tax not to exceed the rate allowed by Section 48-e, Article III, Texas Constitution."

Por la presente se da aviso para votar en la Elección Especial para adoptar o rechazar una propuesta como sigue: "Confirmar la creación del Distrito No. 11 de Servicios de Emergencia del Condado de Ellis y autorizar la imposición de un impuesto que no exceda la tasa permitida por la Sección 48-e, Artículo III, Constitución de Texas."

All eligible registered voters in ESD No. 11 may vote at any of the below listed Early Voting Vote Centers: Todos los votantes elegibles registrados en ESD No. 11 pueden votar en cualquiera de los siguientes locales de votación anticipada:

- Main Location Lugar principal:** Ellis County Woman's Building (Davis Hall)
 407 W. Jefferson Street, Waxahachie, TX 75165
- Midlothian Conference Center (Ballrooms) 1 Community Circle Dr., Midlothian, TX 76065
 Palmer ISD Annex Building (Portable Bldg) 303 Bulldog Way, Palmer, TX 75152
 Ellis County Sub-Courthouse (Conference Rm) 207 S. Sonoma Trail, Ennis, TX 75119
 Red Oak Municipal Center (Ballrooms) 200 Lakeview Pkwy, Red Oak, TX 75154

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Or faxed to 972-923-5194 Or email a scanned copy of signed application to elections@co.ellis.tx.us
 (If faxed or emailed, the Elections Office must receive original application by mail within 4 days)

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Secretaria de la Votación Anticipada, 204 E. Jefferson Street Waxahachie, Texas 75165

O por fax al 972-923-5194 O por correo electrónico una copia de su aplicación firmada a elections@co.ellis.tx.us

(Si se envía por fax o correo electrónico, la oficina de elecciones debe recibir la solicitud original dentro de los cuatro días) Las solicitudes para boletas de votar adelantado por correo deberán recibirse no más tardar de las horas de

negocio el viernes, 25 de octubre de 2024.

Election Day Vote Centers listed below will be open from 7:00 a.m. to 7:00 p.m. on November 5, 2024.

Centros de votación el día de la elección enumerados a continuación estarán abiertos de 7:00 a.m. hasta 7:00 p.m. el 5 de noviembre de 2024.

ALMA CITY HALL (Chamber Rm) 104 INTERURBAN RD. ENNIS, TX 75119

ELLIS COUNTY SUB-COURTHOUSE (Conference Rm) 207 S SONOMA TRAIL ENNIS, TX 75119

And any other published locations within Ellis County. Y cualquier otras ubicaciones publicadas dentro del Condado de Ellis

More information at www.co.ellis.tx.us/elections or call 972-825-5195.

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Issued this the _____ day of September, 2024. (Emitada este día _____ de septiembre, 2024.)

Signature of County Judge (Firma del Juez del Condado)

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Please fill out this form completely:

DATE: 8/27/24 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Jana Onyon

PHONE: 972-825-5195 FAX: _____

DEPARTMENT OR ASSOCIATION: Elections

ADDRESS: 204 E Jefferson Street Waxahachie

PREFERRED DATE TO BE PLACED ON AGENDA: 9/3/2024

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

Discussion, consideration, and action for the County Judge to sign the Joint Contract for Election Services between the Ellis County Election Officer and Participating Political Subdivisions by holding an election jointly with the County on November 5, 2024 pursuant to the authority in Section 271.002, of Chapter 271, of the Texas Election Code.



ELLIS COUNTY ELECTIONS

Jana Onyon
Elections Administrator

TO: Commissioners Court – September 3, 2024
FROM: Jana Onyon, Elections Administrator
SUBJECT: Approval of County Judge signature to enter into a contract

ISSUE 1

The Elections Department requests the approval from the Commissioners Court to enter into a contract for Joint Election Services with Political Subdivisions and Ellis County for the November 5, 2024 Election. In accordance with Chapter 271 of the Texas Election Code, the following entities plan to contract with Ellis County Elections Officer to conduct their election on uniform Election Day, November 5, 2024:

CITY OF ENNIS
CITY OF GLENN HEIGHTS
CITY OF MANSFIELD
CITY OF OVILLA
CITY OF RED OAK
AVALON ISD
MIDLOTHIAN ISD
ELLIS COUNTY EMERGENCY SERVICE DISTRICT NO. 10
ELLIS COUNTY EMERGENCY SERVICE DISTRICT NO. 11
LAKESONG MUNICIPAL MANAGEMENT DISTRICT NO. 1 OF ELLIS COUNTY
MYRTLE CREEK MUNICIPAL MANAGEMENT DISTRICT NO. 1 OF ELLIS COUNTY

It is recommended that Commissioners Court approve and authorize the County Judge to sign the contract for Joint Election Services.



November 5, 2024
General and Special Elections
Contract for Joint Election Services



November 5, 2024 General and Special Elections

Table of Contents

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II.....Duties and Services of Participating Political Subdivisions
III.....Cost of Election
IV.....General Provisions

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Exhibit B.....Election Day Vote Center Locations
Exhibit C.....Cost of Services
Exhibit D.....List of Political Subdivision Races on Ballot



THE STATE OF TEXAS § JOINT CONTRACT FOR
ELLIS COUNTY § ELECTION SERVICES

BY THE TERMS OF THIS CONTRACT made and entered into by and between the following
AS OF 8/27/2024:

- ELLIS COUNTY
- CITY OF ENNIS
- CITY OF GLENN HEIGHTS
- CITY OF MANSFIELD
- CITY OF OVILLA
- CITY OF RED OAK
- AVALON ISD
- MIDLOTHIAN ISD
- ELLIS COUNTY EMERGENCY SERVICE DISTRICT NO. 10
- ELLIS COUNTY EMERGENCY SERVICE DISTRICT NO. 11
- LAKESONG MUNICIPAL MANAGEMENT DISTRICT NO. 1 OF ELLIS COUNTY
- MYRTLE CREEK MUNICIPAL MANAGEMENT DISTRICT NO. 1 OF ELLIS COUNTY

hereinafter referred to as "Participating Political Subdivisions" and JANA ONYON, Elections Administrator of Ellis County, Texas, hereinafter referred to as "County Election Officer", pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the November 5, 2024 General and Special Elections.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. **IT IS AGREED AS FOLLOWS:**

I. DUTIES AND SERVICES OF COUNTY ELECTION OFFICER. The County Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The County Election Officer shall arrange for notification (including writ of election), training and compensation of all presiding judges, alternate judges, clerks for the polling site, central counting station and early voting ballot board personnel.



- a. The County Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge, clerks, central counting station and ballot board of his or her appointment by Commissioners' Court and/or the Elections Board by the "List Procedure" requirements according to the appointing authority in the Election code. . The presiding election judge of each polling place will use his/her discretion to determine when additional manpower is needed during peak voting hours and notify the County Election Officer. The County Election Officer will help determine the number of clerks to work at the polls. Election judges will be secured by the Party Chairs and early voting personnel shall be secured by the County Election Officer according to the Election Code 32.002, 32.034, and 85.009.

Central Counting Station Manager: Jana Onyon

Tabulation Supervisor: Adrian Rodriguez

Judge of Central Counting Station: Daniel Altman

Alt-Judge of Central Counting Station: David Walker

Ballot Board Judge: Dorinda Sims

Ballot Board Alt-Judge: Lindley Stoker

- b. Election judges, alternate judges, clerks and student clerks shall all attend the County Election Officer's school of instruction. (Date and location to be determined)
- c. Election judges shall be responsible for picking up from and returning election supplies to the County Election Officer. (Date to be determined). Compensation for this pickup and delivery of supplies will be \$25.00.
- d. The County Election Officer shall compensate each election judge and election worker. Compensation will be based on what the county pays and has been approved in Commissioner's Court unless arranged otherwise. Early voting presiding officer shall receive \$12.00 per hour and clerks shall receive \$10.00 per hour for services. Each election day judge shall receive \$12.00 per hour for services rendered; each alternate judge shall receive \$12.00 per hour for services; and clerk shall receive \$10.00 per hour for services. Ballot Board, Central Counting Station Presiding judge and alternate shall receive the same as for Election Day judge and alternate for services. Each worker that attends training class shall receive hours of pay. Overtime will be paid to each person working over 40 hours per week. All other required and additional expenses by law shall be paid. (ie: FICA, Medicaid, etc.) The rate of pay is subject to change based on current budget set forth by the Commissioners' court.



- B. The County Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
- a. Each Participating Political Subdivisions agrees that voting at the said Election will be by use of Election Systems and Software ExpressVote marking devices, DS200 Precinct Scanner/Tabulators, and the DS450 Absentee Scanner/Tabulator voting system approved by the Secretary of State in accordance with the Texas Election Code. Procedures will be in accordance with the Texas Election Code and decided by the County Election Officer.
 - b. The County Election Officer shall secure election kits which include the legal documentation required to hold an election.
 - c. The County Election Officer shall secure all tables and chairs required to hold an election.
 - d. The County Election Officer shall provide all lists of registered voters for use on Election Day and for the early voting period as mandated by law. Laptop computers will be used to qualify voters for the early voting period and on Election Day. A second laptop computer with the list of registered voters will be provided as back-up in each Early Voting and Election Day polling place.
 - e. The County Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 1. Equipment includes the DS200 voting machines (1 or more per site), ADA ExpressVote marking devices (4 or more per site), ballot box, voting signs, supply cart, curbside cart, and laptop computers.
 2. Supplies include election forms, ballots, labels, extension cords, pens, tape, markers, ballot pens, required signage, totem display poles, name tags, etc.
- C. The County Election Officer, Jana Onyon, shall be appointed the Early Voting Clerk for this general county election according to the Election Code 83.002.
- a. The County Election Officer shall supervise and conduct Early Voting by mail and in person.
 - b. Early Voting by personal appearance for the said Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated



by reference into this contract. The voting hours are according to the election code requirements for this election.

- c. Any qualified voter for the Joint Election may vote early by personal appearance at any of the Early Voting Vote Center locations within Ellis County. **For this election, Ellis County Womans Building 407 W Jefferson St. (Davis Hall) Waxahachie, TX 75165 will serve as the Main Early Voting Polling Location.**
- d. Some Participating Political Subdivisions have requested additional Early Voting sites pending their participation, therefore Exhibit "A" is subject to change if any of the Participating Political Subdivisions cancel their election.
- e. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.
- f. All applications for an Early Voting mail ballot shall be received and processed by the Ellis County Elections Administration Office.
 - 1. Application for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the County Election Officer for timely processing. The original application shall then be forwarded by mail to the County Election Officer for proper retention.
 - 2. Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:
Early Voting Clerk, 204 E Jefferson Street, Waxahachie, Tx 75165
or faxed to 972-923-5194
or email a scanned copy of signed application to elections@co.ellis.tx.us
(If faxed or emailed, then must receive original application by mail within 4 days)
Application for ballot by mail must be received no later than close of business on Friday, October 25, 2024.
 - 3. All Federal Post Card Applicants (FPCA) and Annual Mail Ballot Applicants will be sent a mail ballot with required notices.
- f. All Early Voting ballots (those cast by mail/absentee) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas



Election Code. The presiding judge of this Board shall be appointed in the same manner as presiding election judges (Section 87.002b).

- D. The County Election Officer shall arrange for the use of all Election Day and Early Voting Vote Center locations.
- a. The Participating Political Subdivisions shall assume the responsibility of remitting the shared cost of all employee services required to provide access, provide security or provide custodial services for the polling locations.
 - b. The Early Voting Vote Center polling locations are listed in Exhibit "A", attached and incorporated by reference into this contract.
 - c. The Election Day Vote Center polling locations are listed in Exhibit "B", attached and incorporated by reference into this contract.
 - d. Some Participating Political Subdivisions have requested additional Vote Centers pending their participation, therefore Exhibit "A" and "B" is subject to change if any of the Participating Political Subdivisions cancel their election.
 - e. Any qualified voter for the said Election may vote during Early Voting or Election Day by personal appearance at any of the Vote Center locations within Ellis County.
 - f. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting and Election Day Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.
- E. The County Election Officer shall be responsible for establishing and overseeing the tabulation of the early voting and election day voted ballots by the Central Counting Station Personnel. Ballots shall be tabulated in accordance with Section 127.001 of the Texas Election Code and of this agreement.
- a. The County Election Officer shall prepare, test and run the county's tabulation system in accordance with statutory requirements and policies. The tabulation system will be used on Election Night at the Elections Office.
 - b. The Public Logic and Accuracy Test (L&A) of the electronic voting system shall be



Conducted on October 18, 2024 at 8am at the Ellis County Elections Office. County Election Officer will publish required notice for the L&A Test on the election's website and in the local newspaper of time and place as required by the election code.

- c. Election night reports will be available to the Participating Political Subdivisions at 7pm on election night on the Ellis County website (www.co.ellis.tx.us/elections). Provisional ballots will be tabulated after election night in accordance with law.
 - d. The County Election Officer shall prepare the unofficial canvass report after all precincts have been counted for election day, provisional ballots, cured ballots and any overseas ballots that will be tallied after the final deadline to count ballots. This report will be sent to the Participating Political Subdivisions for their canvass.
 - e. The County Election Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.
 - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
 - 2. The Participating Political Subdivisions can obtain the list of registered voters who voted from the Elections Administration Office. Pending no litigation and if the Participating Political Subdivisions does not request any further information, the County Election Officer shall destroy them.
 - f. The County Election Officer shall conduct a manual partial count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.
- F. The County Election Officer shall post the publication of a "Joint Election Notice" by publishing the notice at least once between the 30th day and the 10th day before the election the proper methods with the proper media in accordance with the Texas Election Code (Sec. 4.003(a)(1)). Newspapers will be agreed upon by the Participating Political Subdivisions based on current publishing customs by each Participating Political Subdivisions. The Participating Political Subdivisions shall send publication of the "Election Notice" to the



Contracting Office to place it on the Elections website in accordance to the Texas Election Code (Sec. 4.008)

II. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS. The Participating Political Subdivisions shall assume the following responsibilities:

- A. The Participating Political Subdivisions shall prepare the election orders resolutions, notices, justice department submissions (if required), official canvass and other pertinent documents for adoption by the appropriate office or body. The Participating Political Subdivisions shall handle the candidate filing process and packets that are required by law. The Participating Political Subdivisions assume the responsibility of posting required notices and likewise promoting the schedules for Early Voting and Election Day.
- B. If the Participating Political Subdivisions district boundary line has changed, they shall provide the County Election Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Monday, August 19, 2024, if any changes have occurred since the last election the county has held for your entity.
- C. The Participating Political Subdivisions shall procure and provide the County Election Officer with the ballot layout and Spanish interpretation in an electronic format (word.doc preferred).
 1. The Participating Political Subdivisions shall deliver to the County Election Officer as soon as possible after the election has been ordered any proposition wording in English and Spanish. Candidate names should be given after the drawing. Should receive all information no later than Tuesday, August 27, 2024.
 2. Exhibit "D" is provided with a listing of races and/or propositions on the ballot for each Participating Political Subdivisions pending any additions, cancellations, or withdrawals.
 3. The Participating Political Subdivisions shall approve the "blue line" ballot format prior to printing.



- D. The Participating Political Subdivisions shall post the publication of the “Election Order” and “Election Notice” by the proper methods with the proper media in accordance with the Texas Election Code. Additional publications would be handled by the Political Subdivisions to meet any special posting requirements during special elections. (See Section I part F of this contract)
- E. The Participating Political Subdivisions shall compensate the County Election Officer for any additional verified cost incurred in the process of running this election or for a manual recount this election may require, or for a required runoff election consistent with charges and hourly rates shown on Exhibit “C” for required services.
- F. The Participating Political Subdivisions shall submit this **signed contract by Friday, September 20, 2024** and **pay the Treasurer’s Office a deposit of 80% of the estimated cost to run the said election ON OR AFTER October 1, 2024**. Please **DO NOT** send payment prior to **October 1, 2024**. The County Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

The deposit should be delivered within the mandatory time frame to:

**Ellis County Treasurer
Att. Cheryl Chambers
109 S. Jackson Street
Waxahachie, Texas 75165**

Made payable to: “Ellis County Treasurer” with the note “for election services” included with check documentation.

The signed contract should be delivered or mailed to:

**Ellis County Elections
Attn: Jana Onyon
204 E Jefferson Street
Waxahachie, Texas 75165**

- G. The Participating Political Subdivisions shall pay any additional cost and/or remaining final cost of conducting said election or any required runoff elections pursuant to the Texas Election Code, Section 31.100, within 30 days from the date the final billing was received.



III. COST OF SERVICES. See Exhibit "C."

- A. All actual shared cost incurred in the conduct of the election will be divided by Ellis County and the Participating Political Subdivisions contracting with the County Election Officer to hold the said election. If one of the Participating Political Subdivisions cancels their election, the full cost of the election will be the responsibility of the remaining Participating Political Subdivisions.
- B. An addendum of Exhibit "C" to the contract shall be provided to the remaining participating Political Subdivisions no later than five (5) business days after receipt of any Political Subdivisions notification of intent to withdraw in writing by Ellis County.
- C. If a Runoff Election is required, all cost will be billed to the Participating Political Subdivisions. If required, a Runoff Election will be held on Saturday, December 14, 2024, in accordance with the Election Code. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the County Election Officer in writing within 3 business days of the original election.

IV. GENERAL PROVISIONS.

- A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the said Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- B. Upon request, the County Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivisions.
- C. If a Participating Political Subdivision cancels an election pursuant to the Texas Election Code, they will not be liable for any further costs incurred by the County Election Officer in conducting the said Election. Notice of a cancelled election should be provided to the County Election Officer as soon as the Participating Political Subdivision has approved it in an official meeting of the governing body.



- D. If any provision of this joint election contract and election services agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
- E. The Elections Administrator of Ellis County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in this joint election contract and election services agreement represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.
- F. The County Election Officer shall file copies of this contract with the County Auditor and the County Treasurer of Ellis County, Texas (Sec. 31.099).
- G. 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 a force majeure event, 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.
- H. Due to recent concerns, if it is determined by the Ellis County Elections Administrator and the Commissioners Court of Ellis County that the health and safety of the Ellis County employees, poll workers, volunteers, and other people involved in conducting an election would be placed in danger by conducting an election according to the terms of this



agreement, then the Ellis County Elections Administrator and Commissioners Court of Ellis Court, at their sole discretion, may elect not to conduct an election for the political subdivision. If Ellis County elects to not handle the election of a local subdivision due to health and safety concerns, then Ellis County will provide written notice to the political subdivision with sufficient time for the political subdivision to comply with the Election Code.

- I. All parties agree to comply with Section 2270.002 and Section 2252.152 of the Texas Government Code.

COUNTY: _____

WITNESS BY MY HAND THIS THE _____ DAY OF _____ 2024

County Judge Todd Little
Ellis County, Texas

Attest:

County Clerk Krystal Valdez
Ellis County, Texas

Jana Onyon, CERA
Elections Administrator
Ellis County, Texas



PARTICIPATING POLITICAL SUBDIVISIONS:

WITNESS BY MY HAND THIS THE _____ DAY OF _____ 2024

Political Subdivision Name: _____

By: _____

Signature

Printed Name and Title

Exhibit A

Ellis County, Texas Condado de Ellis, Texas
General and Special Elections Elecciones General y Especial
November 5, 2024 05 de noviembre de 2024
Early Voting Vote Centers Centros de votación adelantada

The below listed Early Voting Vote Centers will be established for any qualified voter with an effective date of registration on or before November 5, 2024. A voter may vote at ANY of the Early Voting Vote Centers for the General and Special Elections.

Las ubicaciones para centros de votacion anticipada que se enumeran a continuacion se estableceran para cualquier votante calificado con una fecha efectiva de registro en o antes del 05 de noviembre de 2024. Un votante puede votar en cualquiera de los lugares de votacion anticipada para las Elecciones General y Especial.

Early Voting Location Dates and Times:

Ubicacion, fechas, y horarios de la votacion anticipada:

- 1. Main Early Voting Site - Ellis County Womans Building (Davis Hall) 407 W Jefferson St. Waxahachie, TX 75167
2. Ellis County Sub-Courthouse (Conf. Rm) 207 S. Sonoma Trail Ennis, TX 75119
3. Midlothian Conf. Ctr (Ballrooms) 1 Community Circle Dr. Midlothian, TX 76065
4. Palmer ISD Annex Bldg (Portable Bldg) 303 Bulldog Way Palmer, TX 75152
5. Red Oak Municipal Ctr (Ballrooms) 200 Lakeview Pkwy Red Oak, TX 75154

Table with 4 columns: Date (English/Spanish), Range (through/hasta), Date (English/Spanish), and Time (AM/PM). Rows include Oct 21-25, Oct 26, Oct 27, and Oct 28-Nov 1.

Last day to register to vote for the General and Special Elections is: Monday, October 07, 2024.

Ultimo dia para registrarse para votar en la Elecciones General y Especial es: lunes, 07 de octubre de 2024.

Last day for the Election's Office to receive a Regular or FPCA Ballot by Mail Application: Friday, October 25, 2024.

El Ultimo dia para que la Oficina de Elecciones reciba una solicitud regular o una solicitud de tarjeta postal federal para votar por correo (FPCA- por sus siglas en ingles) es: viernes, 25 de octubre de 2024.

Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:

Early Voting Clerk, 204 E Jefferson Street, Waxahachie, Texas 75165

Or email a scanned copy of signed application to elections@co.ellis.tx.us

Or faxed to 972-923-5194 (if faxed or emailed, then must receive original application by mail within 4 days)

Las solicitudes (Regular o FPCA) de boletas electorales por correo deben enviarse por correo a:

Secretaria de la Votacion Adelantada 204 E. Jefferson Street Waxahachie, TX 75165

O por correo electronico una copia e su aplicacion firmada a elections@co.ellis.tx.us

O por fax al 972-923-5194 (Si se envia por fax o correo electronico, debe recibir la solicitud original dentro de los cuatro dias)

For More Information: Website at www.co.ellis.tx.us/Elections OR Facebook.com/EllisCountyElections

OR Contact us at Elections Office 204 E Jefferson Waxahachie, TX 75165 972-825-5195

OR Email: Elections@co.ellis.tx.us

Exhibit B

Ellis County, Texas Condado de Ellis, Texas
General and Special Elections Elecciones General y Especial
November 5, 2024 05 de noviembre de 2024

Election Day Vote Centers Centros de votación el día de las elecciones

Polls open from 7:00 am to 7:00 pm

Horario de votación estarán abiertos de 7:00 am a 7:00 pm

The below listed Election Day Vote Centers will be established for any qualified voter with an effective date of registration on or before November 5, 2024. A voter may vote at ANY of the Election Day Vote Centers for the General and Special Elections.

Las ubicaciones para centros de voto de días de votación se establecerán para cualquier votante calificado con una fecha efectiva de registro en o antes del 05 de noviembre de 2024. Un votante puede votar en cualquiera de los centros de votación de día de las elecciones para las Elecciones General y Especial.

- | | | |
|----|--|-------------------------|
| 1 | FIRST BAPTIST CHURCH-AVALON (Annex) 206 GILES STREET | AVALON, TX 76623 |
| 2 | FIRST METHODIST-BARDWELL (Church Annex) 104 PECAN ST | BARDWELL, TX 75119 |
| 3 | BRISTOL COMMUNITY CENTER (Auditorium) 100 CHURCH ST | BRISTOL, TX 75119 |
| 4 | ALMA CITY HALL (Chamber Rm) 104 INTERURBAN RD | ENNIS, TX 75119 |
| 5 | ELLIS COUNTY SUB-COURTHOUSE (Conf. Rm) 207 S SONOMA TRAIL | ENNIS, TX 75119 |
| 6 | ENNIS WELCOME CENTER (Bluebonnet Rm) 201 NW MAIN STREET | ENNIS, TX 75119 |
| 7 | FAITH ASSEMBLY OF GOD CHURCH (Fellowship Hall) 1810 W BALDRIDGE ST. | ENNIS, TX 75119 |
| 8 | FERRIS PUBLIC LIBRARY (Aubrey Trussell Rm) 301 E 10TH STREET | FERRIS, TX 75125 |
| 9 | FORRESTON BAPTIST FELLOWSHIP HALL (Foyer) 211 SEVENTH ST. | FORRESTON, TX 76041 |
| 10 | HARVEST OF PRAISE (House of Manna Rm) 2603 S HAMPTON RD | GLENN HEIGHTS, TX 75154 |
| 11 | ITALY COMMUNITY CENTER (Room) 108 HARPOLD ST. | ITALY, TX 76651 |
| 12 | FIRST BAPTIST CHURCH-MAYPEARL (Fellowship Hall) 5744 FM 66 | MAYPEARL, TX 76064 |
| 13 | MIDLOTHIAN CHURCH OF CHRIST (Fellowship Hall) 1627 N HWY 67 | MIDLOTHIAN, TX 76065 |
| 14 | MIDLOTHIAN CONFERENCE CTR (Ballrooms) 1 COMMUNITY CIRCLE DR | MIDLOTHIAN, TX 76065 |
| 15 | MOUNTAIN PEAK COMMUNITY CHURCH (Sanctuary) 751 W. FM 875 | MIDLOTHIAN, TX 76065 |
| 16 | STONEGATE CHURCH (Foyer) 4025 E US 287 | MIDLOTHIAN, TX 76065 |
| 17 | THE SHEPHERD'S HOUSE (Auditorium) 3221 MOCKINGBIRD LN | MIDLOTHIAN, TX 76065 |
| 18 | MILFORD COMMUNITY CENTER (Main Rm) 109 S MAIN ST | MILFORD, TX 76670 |
| 19 | OVILLA CITY HALL (Council Chambers Rm) 105 S COCKRELL HILL RD | OVILLA, TX 75154 |
| 20 | VERTICAL CHURCH OVILLA (Foyer) 3333 OVILLA RD | OVILLA, TX 75154 |
| 21 | PALMER ISD ANNEX BUILDING (Portable Bldg) 303 BULLDOG WAY | PALMER, TX 75152 |
| 22 | EASTRIDGE BAPTIST CHURCH (Family Activity Ctr) 732 E OVILLA RD | RED OAK, TX 75154 |
| 23 | RED OAK MUNICIPAL CENTER (Ballrooms) 200 LAKEVIEW PKWY | RED OAK, TX 75154 |
| 24 | GRACE COVENANT CHURCH (Dining Hall) 212 N MAIN ST | RED OAK, TX 75154 |
| 25 | ELLIS COUNTY WOMANS BUILDING (Davis Hall) 407 W JEFFERSON ST. | WAXAHACHIE, TX 75165 |
| 26 | FIRST UNITED METHODIST-WAXAHACHIE (Fidelis Hall) 505 W MARVIN AVE | WAXAHACHIE, TX 75165 |
| 27 | KNIGHTS OF COLUMBUS (Main Room) 325 BROADHEAD RD. | WAXAHACHIE, TX 75165 |
| 28 | PARK MEADOWS BAPTIST CHURCH (Youth Room) 3350 N HWY 77 | WAXAHACHIE, TX 75165 |
| 29 | PATHWAY BAPTIST CHURCH (GYM) 1116 BROWN ST. | WAXAHACHIE, TX 75165 |
| 30 | SALVATION ARMY OF ELLIS CO. (Fellowship Hall in rear) 620 FARLEY ST. | WAXAHACHIE, TX 75165 |

OR Contact us at Elections Office 204 E Jefferson Waxahachie, TX 75165 972-825-5195

OR Email: Elections@co.ellis.tx.us

**Estimated Cost for November 5, 2024 Joint General and Special Election
with 11 Political Subdivisions and County**

Item	Estimated Total Invoiced Cost of Election
Election Day Locations	30
Early voting Locations	9
Election Systems & Software (ES&S) Ballots Cost	\$28,675
Election Systems & Software (ES&S) Ballot Layout Charges	\$2,500
Election Systems & Software (ES&S) Ballot Audio Charges	\$8,500
Election Systems & Software (ES&S) Electronic Voting system programing	\$6,000
Election Systems & Software (ES&S) Election Day Support	\$5,475
Election Systems & Software (ES&S) Absentee Testing and Coding Ballots	\$4,500
Newspaper Public Notice of Testing of Electronic Voting System	\$400
Newspaper Public Notice of Joint Election	\$5,000
Precinct Kits for Early Voting and Election Day: Labels, paper, envelopes, supplies, pens, seals, tape, copies for precinct packets and training packets, security carts, curbside carts, epollbook laptops, signs for posting of state required information at polling place.	\$5,850
Lease of County voting equipment DS200 Machines	\$15,345
Lease of County voting equipment DS450 Machine for Absentee ballots	\$2,435
Lease of County voting equipment ExpressVote Terminal Marking Device (ADA)	\$75,030
Movers Transportation of Voting Equipment 9 Early Voting and 30 Election Day locations Dropped off and picked up after election	\$7,100
Required Live Streaming Service during Ballot Board and Central Counting Station processes 24/7	\$3,949
Rental of facilities for training classes and equipment storage	\$4,300
Voting Places Rental Charges	\$7,700
Election Day # of Poll workers	285
Election Day: Judges at \$12, Alternate Judges at \$12, Clerks at \$10 30 Polling Location on Election day poll workers, hours on ED, training class, setup, Judge pickup fees \$25 (Hourly rate subject to change)	\$62,000
Early voting # of Poll workers	225
Early Voting: Judges at \$12, Clerks at \$10 at 9 Early Voting Locations Poll Workers hours, overtime hours, training class, setup, Judge pickup fees \$25, Fica, Medicare (Hourly rate subject to change)	\$107,000
Absentee Mail Ballots Request	5000
Cost for Early Voting mail Ballots for postage and materials for each for ballot mailed	\$12,500
Early Voting Ballot Board and Cental Counting Station Workers	\$3,500
WiFi for Early voting and Election Day Laptops	\$2,583
Additional Office Personnel to assist before/during/after the Election and technichians for Early Voting and Election Day, and Election employee accrual overtime hours (Hourly rate subject to change)	\$25,000
Technichians Mileage for Early Voting and Election Day Support at polling sites	\$750
Estimated Total of Election Expenses	\$396,092
Estimated Cost for County Portion of the Cost	\$336,679
Estimated Cost for Political Subdivisions Portion of Election Expenses	\$59,414
Estimated Cost for Political Subdivisions Election Services Contract 10% Admin Fee	\$5,941
Estimated Total Cost for Political Subdivisions for Joint Election	\$65,355

Political Subdivisions estimated cost of contracting with the Elections Department for November 5, 2024 General and Special Elections			
ENTITY	Voters 8/2024	Estimated Cost	80% of Deposit Due
AVALON ISD	573	\$4,500.00	\$3,600.00
ENNIS CITY (Ward 1 District)	2,261	\$5,000.00	\$4,000.00
ESD 10	825	\$4,500.00	\$3,600.00
ESD 11	326	\$4,500.00	\$3,600.00
GLENN HEIGHTS CITY	4,399	\$6,800.00	\$5,440.00
LAKESONG MMD #1	1	\$4,500.00	\$3,600.00
MANSFIELD CITY	721	\$4,500.00	\$3,600.00
MIDLOTHIAN ISD	41,549	\$12,000.00	\$9,600.00
MYRTLE CREEK MMD #1	1	\$4,500.00	\$3,600.00
OVILLA CITY	3,388	\$5,800.00	\$4,640.00
RED OAK CITY	10,911	\$8,800.00	\$7,040.00

**The following Political Subdivisions will be having an Election on November 5, 2024.
Entities will be contracting with the Election's Department to conduct their Election.**

City of Ennis Special Elections to fill a vacancy for the purpose of electing Commissioner Ward 1, Unexpired Term
 City of Glenn Heights General Election voting for the purpose of electing a At-Large Council Members Places 1, 3, & 5
 City of Mansfield Special Local Option Election to legalize, voting to adopt or reject one proposed proposition
 City of Ovilla Special Election voting to adopt or reject one proposed proposition
 City of Red Oak Special Local Option Election to legalize, voting to adopt or reject one proposed proposition
 Avalon ISD General Election for the purpose of electing three At-Large Member of Board of Trustees – Vote for 3
 Midlothian ISD Special Election voting to adopt or reject one proposed proposition
 Ellis County Emergency Services District No. 10 Special Election voting to adopt or reject one proposed proposition
 Ellis County Emergency Services District No. 11 Special Election voting to adopt or reject one proposed proposition
 Myrtle Creek Municipal Management District No. 1 of Ellis County Special Election for the purpose of voting to adopt or reject propositions and electing five Directors
 Lakesong Municipal Management District No. 1 Special Election voting to adopt or reject six proposed propositions and for the purpose of electing five At-Large Board of Directors – Vote for 5

***Las siguientes subdivisiones políticas tendrán elecciones el 5 de Noviembre de 2024.
Contratarán con el Departamento de Elecciones para llevar a cabo su Elección.***

Ciudad de Ennis elección especial para llenar una vacante de elegir a un comisionado sala distrito 1, duración restante del cargo
Ciudad de Glenn Heights elección general para elegir alcalde y miembro del consejo lugares 1, 3, y 5
Ciudad de Mansfield Elección de opción local para legalizar la votación para adoptar o rechazar una proposición propuesta
Ciudad de Ovilla elección especial votando para aprobar o rechazar una proposición propuesta
Ciudad de Red Oak Elección de opción local para legalizar la votación para adoptar o rechazar una proposición propuesta
Distrito Escolar de Avalon elección general para elegir a tres miembros generales de la junta de regentes - votación para tres
Distrito Escolar de Midlothian elección especial votando para adoptar o rechazar uno proposiciones propuestas
Distrito de servicios de emergencia no. 10 del Condado de Ellis elección especial votando para aprobar o rechazar una proposición propuesta
Distrito de servicios de emergencia no. 11 del Condado de Ellis elección especial votando para aprobar o rechazar una proposición propuesta
Distrito de Gestión Municipal de Myrtle Creek Nro. 1 del Condado de Ellis, elección especial votando para aprobar o rechazar proposiciones propuestas y elegir cinco directores
Distrito De Administración Municipales De Lakesong Nro. 1 elección especial votando para aprobar o rechazar seis proposición propuestas y para elegir cinco miembros de la Mesa Directiva en general - votación para cinco

Revised (Revisado) 8/27/2024 Subject to changes (sujeto a cambios)

All races will be vote for one unless noted otherwise. (Todas las carreras votaran por una a menos que se indique lo contrario.)

August 21, 2024

The Honorable Amit Bose
Administrator
Federal Railroad Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Administrator Bose:

[Your entity's name] is pleased to support the North Central Texas Council of Governments (NCTCOG) for their application to the 2024 Railroad Crossing Elimination Program Grant for the **Ennis Avenue Grade Separation Project**.

The proposed project is a grade separation of the Union Pacific Railroad (UPRR) on Business 287 in the City of Ennis, Texas. The crossing has one track, and as many as eight trains pass throughout the day. Ennis Avenue has a total of four roadway lanes. A grade separation of the crossing will eliminate challenges, including blocked crossings, roadway, and railroad incidents. This project will reduce congestion and emissions and increase roadway and railroad efficiency and mobility. Most importantly, the project will improve the quality of life and safety of residents living in this area.

Again, [your entity's name] fully supports NCTCOG's Federal Railroad Administration Railroad Crossing Elimination Program Grant application for the **Ennis Avenue Grade Separation Project**. Thank you for your time and consideration.

Sincerely,

[Your entity's name]

NA:kw

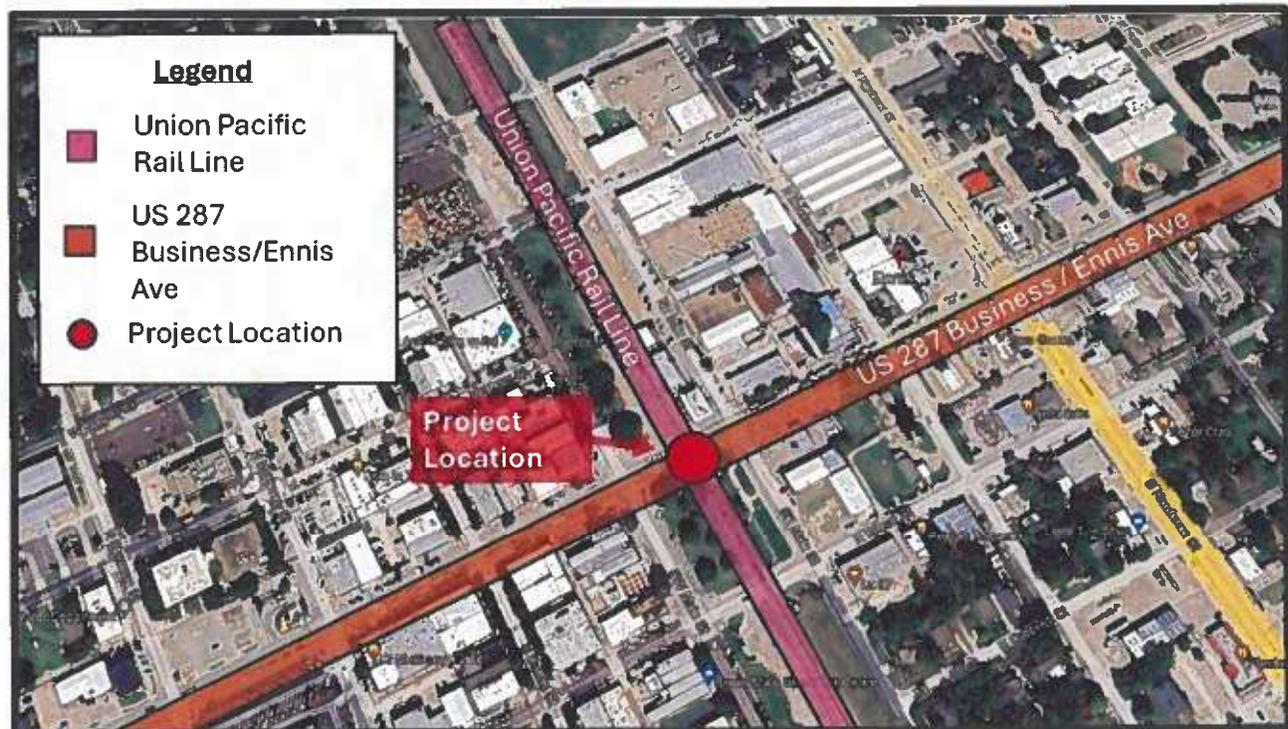
2024 Railroad Crossing Elimination Program Grant Ennis Avenue Grade Separation



Project Description

The proposed project is a grade separation of the Union Pacific Railroad (UPRR) on Business 287/Ennis Avenue in the City of Ennis. The UPRR rail crossing DOT number is 765532S and is located in the Ennis Subdivision. The crossing has one track with a total of eight trains passing throughout the day. Ennis Avenue has a total of four lanes. A grade separation of the crossing will eliminate challenges, including blocked crossings and roadway/railroad incidents. This project will reduce congestion and emissions and increase roadway/railroad efficiency and mobility. Most importantly, this project will increase the quality of life and safety for residents living in this area.

Project Location Map



Ennis Avenue Crossing Area



Legend

-  Union Pacific Rail Line
-  US 287 Business/Ennis Ave
-  Project Location

Legend

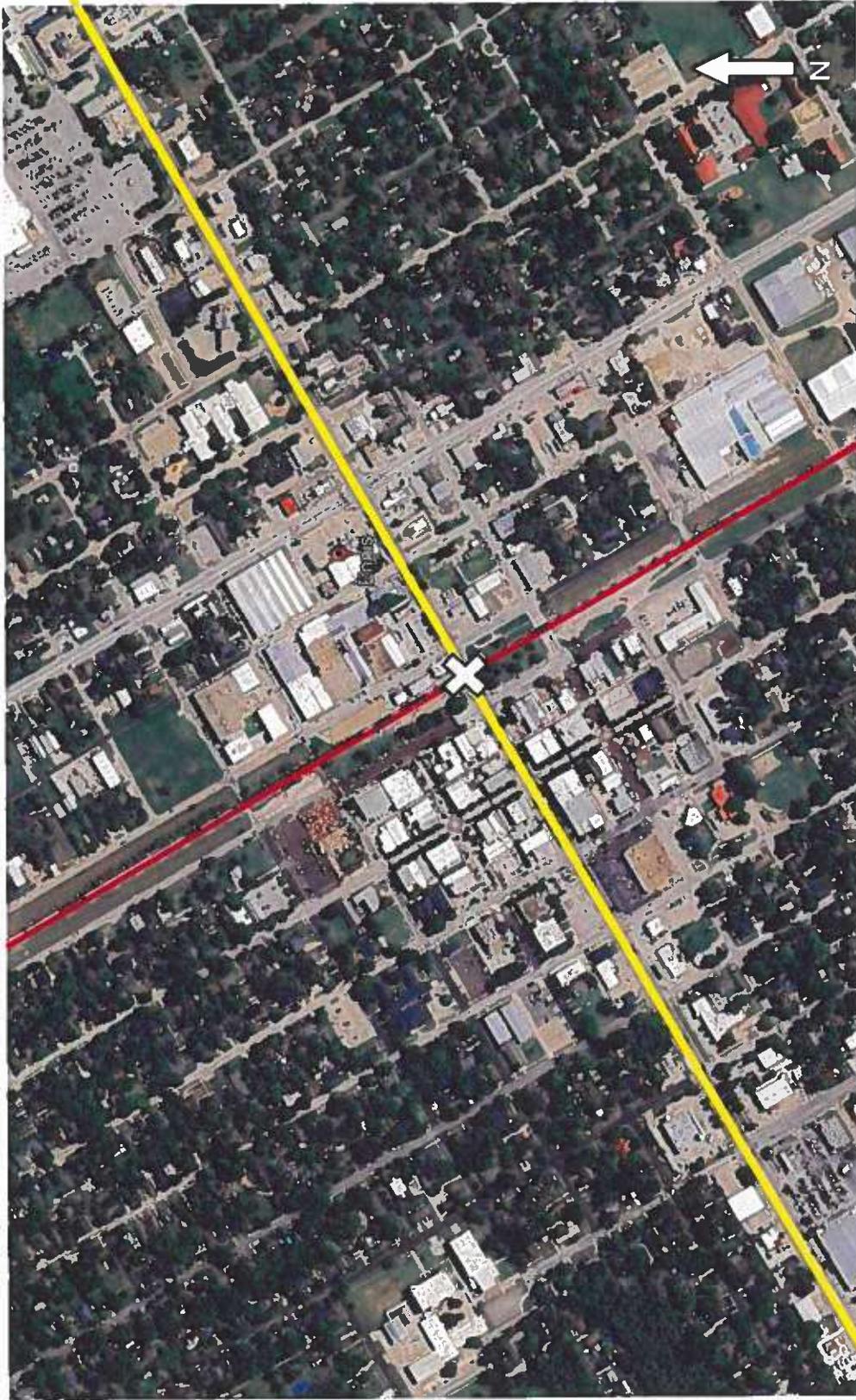
-  SH-180
-  SH-303
-  Union Pacific Rail Line
-  Handley Drive
-  Jean McClung Middle School

FREIGHT NORTH TEXAS




North Central Texas Council of Governments

Ennis Avenue Crossing Area (Congressional District 6)

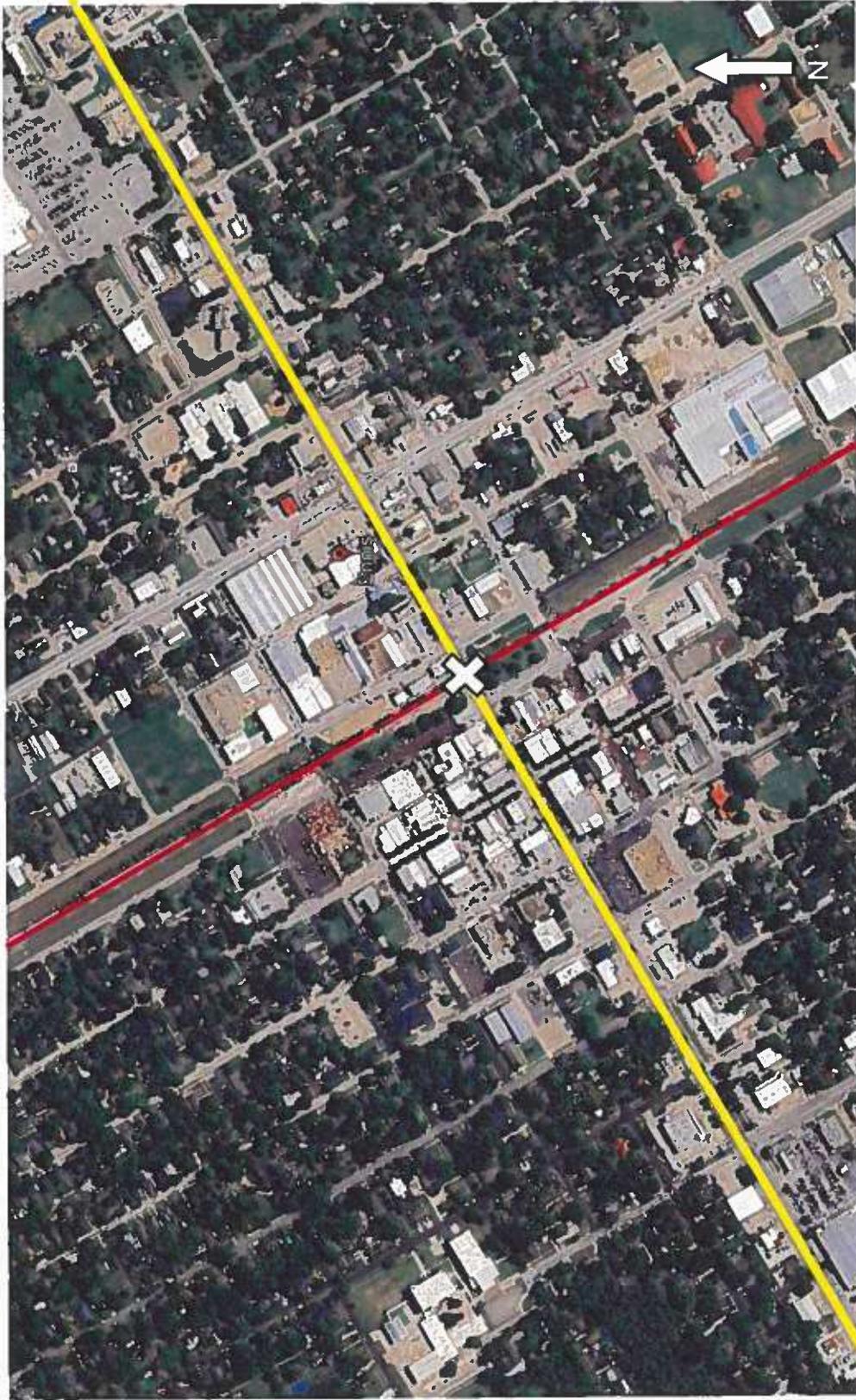


Legend

-  US 287 Business/Ennis Avenue
-  Union Pacific Rail Line
-  Ennis Avenue At-Grade Crossing



Ennis Avenue Crossing Area



Legend

-  US 287 Business/Ennis Avenue
-  Union Pacific Rail Line
-  Ennis Avenue At-Grade Crossing



Ennis Avenue Crossing Nearby Schools



Legend

US 287
Business/Ennis
Avenue



Union Pacific
Rail Line



Ennis Avenue At-
Grade Crossing



Alamo Middle
School



Jack Lummus
Intermediate
School



COMMISSIONERS COURT AGENDA REQUEST

4.2

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: 08/27/24 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Kyle Butler

PHONE: 8255305 FAX: _____

DEPARTMENT OR ASSOCIATION: R&B Pct. 4

ADDRESS: 1011 Eastgate, Midlothian, TX

PREFERRED DATE TO BE PLACED ON AGENDA: 09/03/24

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

Pursuant to Texas Government Code §551.074, deliberation on the duties of a public employee, specifically Alberto Mares as Director of the Department of Development and his duties under Local Government Code Chapter 232 and the Local Development Regulations Vol. 1 -3.