

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: 09.23.24 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Krystal Valdez

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: October 1, 2024

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

- | |
|---|
| <p>1. Approval of Commissioners' Court regular meeting minutes from September 17, 2024.</p> |
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ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – SEPTEMBER 17, 2024

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, SEPTEMBER 17, 2024, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2ND FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

MEMBERS PRESENT:

COUNTY JUDGE TODD LITTLE

COUNTY CLERK: KRYSTAL VALDEZ

COMMISSIONERS:

PRECINCT 1 COMMISSIONER RANDY STINSON

PRECINCT 2 COMMISSIONER LANE GRAYSON

PRECINCT 3 COMMISSIONER LOUIS PONDER

PRECINCT 4 COMMISSIONER KYLE BUTLER

OPENING COURT:

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

MOTION TO OPEN COURT BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER STINSON, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE: *COUNTY JUDGE TODD LITTLE*

CONSENT AGENDA: MINUTE ORDER 428.24

ADMINISTRATIVE:

- A.1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.2 APPROVING OF COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM SEPTEMBER 3, 2024. – *COUNTY CLERK KRYSTAL VALDEZ*
- A.3 APPROVING OF COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM SEPTEMBER 10, 2024. – *COUNTY CLERK KRYSTAL VALDEZ*
- A.4 APPROVING OF THE JUSTICE OF THE PEACE, PRECINCT 1 MONTHLY REPORT FOR AUGUST 2024, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *THE HONORABLE CHRIS MACON, JP, PCT. 1*
- A.5 ACCEPTING OF THE RESIGNATION OF BRIAN ALMAND FROM THE BOARD OF DIRECTORS OF EMERGENCY SERVICES DISTRICT #7, EFFECTIVE IMMEDIATELY. – *FIRE MARSHAL TIM BIRDWELL*
- A.6 APPROVING TO APPOINT ERIC KEATHLY TO THE BOARD OF DIRECTORS OF EMERGENCY SERVICES DISTRICT #7 FOR A TERM ENDING DECEMBER 31ST, 2025. – *FIRE MARSHAL TIM BIRDWELL*
- A.7 APPROVING FOR THE COUNTY & DISTRICT ATTORNEY TO SIGN GRANT AGREEMENT FROM THE TEXAS COMPTROLLER UNDER S.B. 22, THE RURAL PROSECUTOR'S ACT. – *COUNTY & DISTRICT ATTORNEY ANN MONTGOMERY*
- A.8 APPROVING TO CANCEL THE SCHEDULED COMMISSIONERS' COURT MEETING ON SEPTEMBER 24, 2024. – *COUNTY JUDGE TODD LITTLE*

FINANCIAL CONSENT:

- F.1 FY2024 LINE-ITEM TRANSFER – *THE HONORABLE BOB CARROLL, 40TH DISTRICT COURT JUDGE*
DECREASE 001-0180-508020 (EQUIPMENT) BY \$700.00
INCREASE 001-0180-506980 (LAW BOOKS/DUES) BY \$700.00
- F.2 FY2024 LINE-ITEM TRANSFER – *TEXAS AGRILIFE EXTENSION SERVICE DIRECTOR MARK ARNOLD*
DECREASE 001-0050-508050 (CONFERENCE) BY \$600.00
INCREASE 001-0050-508190 (COMPUTER EQUIPMENT) BY \$600.00
- F.3 FY2024 LINE-ITEM TRANSFER – *TEXAS AGRILIFE EXTENSION SERVICE DIRECTOR MARK ARNOLD*
DECREASE 001-0050-508030 (FURNITURE/FIXTURES) BY \$400.00
INCREASE 001-0050-508010 (SUPPLIES) BY \$400.00
- F.4 FY2024 LINE-ITEM TRANSFER – *COUNTY CLERK KRYSTAL VALDEZ*
DECREASE 001-0320-508010 (SUPPLIES) BY \$100.00
INCREASE 001-0320-506010 (MILEAGE REIMBURSEMENT) BY \$100.00
- F.5 FY2024 LINE-ITEM TRANSFER – *TAX COLLECTOR RICHARD ROZIER*
DECREASE 001-0370-507030 (TELEPHONE) BY \$6,500.00
DECREASE 001-0370-508880 (COMPUTER SERVICES) BY \$2,650.00
DECREASE 001-0370-508090 (AUTO REPAIRS) BY \$250.00
DECREASE 001-0370-508090 (AUTO REPAIRS) BY \$210.00
DECREASE 001-0370-506010 (MILEAGE REIMBURSEMENT) BY \$1,600.00
DECREASE 001-0370-508060 (OFFICIAL BOND/DUES) BY \$1,475.00
INCREASE 001-0370-508010 (SUPPLIES) BY \$6,500.00
INCREASE 001-0370-508350 (TRAINING) BY \$2,650.00
INCREASE 001-0370-508080 (AUTO GAS/OIL) BY \$250.00
INCREASE 001-0370-508050 (CONFERENCE) BY \$210.00
INCREASE 001-0370-508040 (POSTAGE) BY \$1,600.00
INCREASE 001-0370-508040 (POSTAGE) BY \$1,475.00
- F.6 FY2024 LINE-ITEM TRANSFER – *TAX COLLECTOR RICHARD ROZIER*
DECREASE 001-0370-505020 (SALARIES – F/T) BY \$19,430.00
INCREASE 001-0370-508730 (MAINT/OFC EQUIP) BY \$2,400.00
INCREASE 001-0370-508070 (CONFERENCE) BY \$500.00
INCREASE 001-0370-508060 (BONDS/DUES) BY \$30.00
INCREASE 001-0370-508350 (TRAINING) BY \$500.00
INCREASE 001-0370-508010 (SUPPLIES) BY \$16,000.00
- F.7 FY2024 LINE-ITEM TRANSFER – *CONTY TREASURER CHERYL CHAMBERS*
DECREASE 001-0400-508350 (TRAINING) BY \$1,800.00
INCREASE 001-0400-508010 (SUPPLIES) BY \$300.00
INCREASE 001-0400-508050 (CONFERENCE) BY \$1,500.00
- F.8 FY2024 LINE-ITEM TRANSFER – *EMERGENCY MANAGEMENT COORDINATOR MICHAELA SANDEFER*
DECREASE 001-0430-508100 (AUTO TIRES) BY \$400.00
INCREASE 001-0430-508110 (AUTO PURCHASE/INSURANCE) BY \$300.00
INCREASE 001-0430-508150 (UNIFORM EXPENSE) BY \$100.00
- F.9 FY2024 LINE-ITEM TRANSFER – *SHERIFF BRAD NORMAN*
DECREASE 001-0015-505020 (SALARIES) BY \$538,000.00

INCREASE 001-0015-505022 (OVERTIME) BY \$400,000.00
INCREASE 001-0015-505030 (CERTIFICATION PAY) BY \$6,400.00
INCREASE 001-0015-508010 (SUPPLIES) BY \$25,000.00
INCREASE 001-0015-508030 (FURNITURE) BY \$5,000.00
INCREASE 001-0015-508120 (RADIO) BY \$600.00
INCREASE 001-0015-508140 (INMATE FEEDING) BY \$101,000.00

- F.10 FY2024 LINE-ITEM TRANSFER – *SHERIFF BRAD NORMAN*
DECREASE 001-0010-505020 (SALARIES) BY \$79,000.00
INCREASE 001-0010-506020 (STAFF TRAVEL & EXPENSE) BY \$2,200.00
INCREASE 001-0010-507020 (REPAIRS) BY \$2,500.00
INCREASE 001-0010-507040 (PEST CONTROL) BY \$750.00
INCREASE 001-0010-508040 (SHIPPING) BY \$1,000.00
INCREASE 001-0010-508090 (AUTO REPAIRS) BY \$35,000.00
INCREASE 001-0010-508100 (AUTO TIRES) BY \$250.00
INCREASE 001-0010-508570 (PERIPHERAL) BY \$5,000.00
INCREASE 001-0010-508890 (TRANSPORT EXPENSE) BY \$20,000.00
INCREASE 001-0010-509020 (K9 SUPPLIES) BY \$7,300.00
INCREASE 001-0010-509960 (CONTRACT SVC-RADIO AGREEMENT) BY \$5,000.00

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

REGULAR AGENDA – DISCUSSION, CONSIDERATION AND ACTION:

DEPARTMENT OF DEVELOPMENT

MINUTE ORDER 429.24 (1.1) DENYING A VARIANCE REQUEST TO VOLUME I, SECTION IV(A) OF THE SUBDIVISION & DEVELOPMENT STANDARDS REGARDING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENTS FOR PARCEL ID 192089. THIS 27.391-ACRE SITE IS LOCATED ± 2,000 FEET NORTH OF THE INTERSECTION OF FM 878 AND RIOS ROAD, PALMER, ROAD AND BRIDGE PRECINCT NO. 1.

PUBLIC PARTICIPATION: MAGHANN HERNANDEZ, SELLERS REPRESENTATIVE

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

MINUTE ORDER 430.24 (1.2) APPROVING TO AMEND THE CONDITIONS OF THE PREVIOUSLY APPROVED VARIANCE REQUEST FOR PARCEL ID NO. 294695 FROM VOLUME I, SECTION IV (A)(2)(RESIDENTIAL LOTS) OF THE SUBDIVISION & DEVELOPMENT STANDARDS. THE PROPERTY CONTAINS ± 64.81 ACRES OF LAND LOCATED ON THE NORTH SIDE OF FM 1181, ± 1,475 FEET EAST OF THE INTERSECTION OF FM 1181 AND ALLARD ROAD, ENNIS, ROAD AND BRIDGE PRECINCT NO. 2, 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. ANYTHING BEYOND THE SECOND RESIDENTIAL STRUCTURE SHALL TRIGGER THE MULTI-TENANT DEVELOPMENT CRITERIA IN EFFECT AT THAT TIME.

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

MINUTE ORDER 431.24 (1.3) RATIFYING STAFF ACTION ON PLAT OF LANGLEY ADDITION LOTS 1 & 2, BLOCK A. THE ± 0.858-ACRE SITE IS LOCATED AT THE NORTHEAST INTERSECTION OF FM 34 AND HEMPHILL STREET, SITUATED IN ELLIS COUNTY LAND SCHOOL SURVEY, ABSTRACT 329, AVALON, ROAD AND BRIDGE PRECINCT NO. 2.

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

MINUTE ORDER 432.24 (1.4) APPROVING A PLAT OF AMERICASE BUSINESS PARK, LOTS 4A & 4B, BEING A REPLAT OF AMERICASE BUSINESS PARK, LOT 4. THE PROPERTY CONTAINS ± 6.06 ACRES OF LAND, LOCATED AT THE NORTHWEST INTERSECTION OF PERIMETER ROAD AND HOYT ROAD, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3, SUBJECT TO CONDITIONS:

- 1) UPDATE THE OSSF STATEMENT TO MATCH THE SAMPLE PLAT ATTACHED
- 2) SHOW ROW FROM THE CENTERLINE ON BOTH ROADS
- 3) LABEL THE ETJ CITY LIMIT LINES.

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

PURCHASING

MINUTE ORDER 433.24 (2.1) APPROVING TO SURPLUS AND DONATE TWO OFFICE DESKS FROM THE SHERIFFS OFFICE TO TEXAS DEPARTMENT OF PUBLIC SAFETY (1720 E MAIN, WAXAHACHIE).

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

MINUTE ORDER 434.24 (2.2) APPROVING THE PURCHASE OF FIREARMS AND ACCESSORIES IN AN AMOUNT OF \$128,788.49 FROM GT DISTRIBUTORS, INC. USING THE BUYBOARD COOPERATIVE CONTRACT # 698-23, FOR THE ELLIS COUNTY SHERIFF'S OFFICE.

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

MINUTE ORDER 435.24 (2.3) APPROVING TO GRANT AN EXEMPTION UNDER LOCAL GOVERNMENT CODE §262.024 (7) (THE SOLE SOURCE EXEMPTION) FROM THE BIDDING REQUIREMENTS OF LOCAL

GOVERNMENT CODE §262.023 FOR THE MAINTENANCE OF PROPRIETARY EQUIPMENT WITH EXPRESSVOTE BMD'S.

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

MINUTE ORDER 436.24 (2.4) AUTHORIZING TO PURCHASE HARDWARE MAINTENANCE SERVICES FOR 350 EXPRESSVOTE BMD'S FOR AN AMOUNT OF \$47,250.00 FROM ELECTIONS SYSTEMS & SOFTWARE USING THE APPROVED SOLE SOURCE EXEMPTION (MINUTE ORDER #310.23)

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

MINUTE ORDER 437.24 (2.5) APPROVING OF AN INTERLOCAL AGREEMENT BETWEEN GRAYSON COUNTY AND ELLIS COUNTY IN ACCORDANCE WITH THE INTERLOCAL COOPERATION ACT, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE.

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

MINUTE ORDER 438.24 (2.6) APPROVING THE RENEWAL AGREEMENT WITH HIBBS-HALLMARK FOR THE COMPREHENSIVE INSURANCE FOR ELLIS COUNTY. RENEWAL TERM IS FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025.

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

(TO AGENDA ITEM 2.10)

MINUTE ORDER 439.24 (2.10) APPROVING OF THE RENEWAL OF THE CIVIC PLUS CONTRACT FOR THE COUNTY WEBSITE IN THE AMOUNT OF \$29,179.41 FOR FISCAL YEAR 2025.

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

ADMINISTRATIVE

MINUTE ORDER 440.24 (3.1) APPROVING TO CLARIFY AND RATIFY THE ADOPTED FISCAL YEAR 2025 TAX RATE:
TOTAL TAX RATE = 0.273992 PER HUNDRED DOLLARS OF TAXABLE VALUE.
M&O = 0.245488 PER HUNDRED DOLLARS OF TAXABLE VALUE.
I&S = 0.009869 PER HUNDRED DOLLARS OF TAXABLE VALUE.
FM = 0.018635 PER HUNDRED DOLLARS OF TAXABLE VALUE.

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

MINUTE ORDER 441.24 (3.2) APPROVING TO RENEW THE TEXAS ASSOCIATION OF COUNTIES (TAC) WORKERS' COMPENSATION PROGRAM FOR THE 2025 PLAN YEAR AND SUBMIT POLL DOCUMENTATION NECESSARY FOR THE POOL TO PROPERLY UNDERWRITE THE RENEWAL, INCLUDING APPROVAL FOR THE COUNTY JUDGE TO SIGN ALL RENEWAL DOCUMENTATION. – *HR DIRECTOR SHARON MANCILLA*

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

MINUTE ORDER 442.24 (3.3) APPROVING TO RENEW OR MODIFY THE CURRENT COUNTY SILVER RETIREE HEALTH INSURANCE COVERAGE AND PREMIUMS THROUGH THE TEXAS ASSOCIATION OF COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL (TAC HEBP) FOR CALENDAR YEAR 2025, INCLUDING APPROVAL FOR THE COUNTY JUDGE TO SIGN THE RENEWAL. – *HR DIRECTOR SHARON MANCILLA*

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

TABLED (3.4) DISCUSSION, CONSIDERATION, AND APPROVAL OF LOGIC INVESTMENT POOL AS AN AUTHORIZED INVESTMENT. – *COUNTY TREASURER CHERYL CHAMBERS*

TABLED (3.5) DISCUSSION, CONSIDERATION, AND APPROVAL OF APPLICATION OF PARTICIPATION IN LOCAL GOVERNMENT INVESTMENT COOPERATIVE (LOGIC). – *COUNTY TREASURER CHERYL CHAMBERS*

NO ACTION (3.6) DISCUSSION, CONSIDERATION, AND ACTION REGARDING THE ONGOING BURN BAN. – *FIRE MARSHAL TIM BIRDWELL*

RECESS TO EXECUTIVE SESSION 3:00 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 §551.074, DELIBERATION ON THE DUTIES OF A PUBLIC EMPLOYEE, SPECIFICALLY THE PURCHASING DEPARTMENT AND THEIR DUTIES IN REGARD TO CONTRACTS.

RECONVENED TO REGULAR SESSION 4:28 P.M.

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

(TO AGENDA ITEM 2.7)

MINUTE ORDER 443.24 (2.7) APPROVING TO AWARD RFB-2024-011 HOURLY RATES FOR BRIDGE AND HEADWALL REPAIR, TO J&K EXCAVATION, LLC AND SANDERS CREEK CONSTRUCTION, LLC.

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

MINUTE ORDER 444.24 (2.8) APPROVING TO AWARD RFB-2024-010 PAVEMENT REHABILITATION AND RESURFACING SERVICES TO ADVANCE PAVING ACQUISITION LTD. DBA ADVANCING PAVING COMPANY AND TEXAS MATERIALS GROUP.

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

MINUTE ORDER 445.24 (2.9) APPROVING TO AWARD RFB-2024-008 BEHAVIORAL HEALTH ASSESSMENTS FOR THE VETERAN'S TREATMENT COURT AND AUTHORIZING THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH CARE STAR BEHAVIORAL HEALTH SERVICES LLC, SUBJECT TO LEGAL REVIEW.

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

ADJOURNMENT 4:30 P.M.

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON SEPTEMBER 17, 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 1ST DAY OF OCTOBER 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-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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

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

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

Please fill out this form completely:

DATE: 9.16.2024 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Barbara Anglen

PHONE: 972-825-5381 FAX: _____

DEPARTMENT OR ASSOCIATION: Audit

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

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

Accept the August 2024 cash audit reports.



Ellis County Auditor's Office

Staci Parr, CGFO
County Auditor

Patricha Bremer
First Assistant Auditor

Finance

Open
Assistant Auditor

Open
Assistant Auditor

Internal Audit

Barbara Anglen
Internal Audit Lead

DeVonda Spurlock, CFE
Assistant Auditor

Wendy Hernandez
Assistant Auditor

Tana Young
Assistant Auditor

Transaction Audit

Martine Hamby
Transaction Audit Lead

Melanie Dowdle
Assistant Auditor

Bernadine Mejia
Assistant Auditor

Date: September 10, 2024

To: Ellis County Departments	
Constable Precinct #1	Fire Marshal
Constable Precinct #2	Indigent Health
Constable Precinct #3	Justice of the Peace #1
Constable Precinct #4	Justice of the Peace #2
Community Supervision	Justice of the Peace #3
County Clerk	Justice of the Peace #4
County & District Attorney	Juvenile Probation
Department of Development	Law Library
District Clerk	Sheriff
Elections	Tax Office
Engineering	Treasurer

From: Barbara Anglen
Assistant Auditor

Re: Audit of Cash Receipt Deposits

For the month of August 2024, our office performed an audit of your office's cash receipt deposits that were made with the Ellis County Treasurer's office per Local Government Code 115.002. We have used the scanned documents from the Treasurer's office along with any Auditor reports to review the receipts for these dates. The following items were noted for the deposit(s) made on the selected dates:

Constable Precinct #1

- ✓Treasurer's receipt balanced with the total amount of listed receipts.
- ✓No missing receipts were noted.
- ✓One voided receipt was noted, issue 2 receipts for same citation, not reissued.
- ✓Deposits were made to the Treasurer's office promptly.

Constable Precinct #2

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



Ellis County Auditor's Office

Constable Precinct #3

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

Constable Precinct #4

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

Community Supervision and Corrections Department (CSCD)

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

County Clerk

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ Twenty-Four (24) voided receipts were noted, twenty-three (23) were reissued the same day, one (1) was a voided receipt from 7.23.2024 and was reissued 8.2.2024.
- ✓ Deposits were made to the Treasurer's office promptly.

County & District Attorney

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

Department of Development

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

District Clerk

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ Seven (7) voided receipts were noted, all were reissued the same day.
- ✓ Deposits were made to the Treasurer's office promptly.



Ellis County Auditor's Office

Elections

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

Engineering

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

Fire Marshal

- ✓Treasurer's receipt balanced with the total amount of listed receipts.
- ✓No missing receipts were noted.
- ✓One (1) voided receipt was noted, it was not reissued; company paid fee twice.
- ✓Deposits were made to the Treasurer's office promptly.

Indigent Health

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

Justice of the Peace Precinct #1

- ✓Treasurer's receipt balanced with the total amount of listed receipts.
- ✓No missing receipts were noted.
- ✓Two (2) voided receipts were noted, they were reissued the same day.
- ✓Deposits were made to the Treasurer's office promptly.

Justice of the Peace Precinct #2

- ✓Treasurer's receipt balanced with the total amount of listed receipts.
- ✓No missing receipts were noted.
- ✓Nine (9) voided receipt was noted, eight (8) were reissued the same day, one (1) was not reissued.
- ✓Deposits were made to the Treasurer's office promptly.

Justice of the Peace Precinct #3

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



Ellis County Auditor's Office

Justice of the Peace Precinct #4

- ✓Treasurer's receipt balanced with the total amount of listed receipts.
- ✓No missing receipts were noted.
- ✓Three (3) voided receipts were noted, all were reissued the same day.
- ✓Deposits were made to the Treasurer's office promptly.

Juvenile Probation

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

Law Library

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

Sheriff

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

Tax Office

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

Treasurer

- ✓Treasurer's deposit reports balanced with the total amount of listed cash receipts.
- ✓No missing receipts were noted.
- ✓Four (4) voided receipts were noted, all were reissued the same day.
- ✓Deposits were made to the bank promptly.

We conclude that receipts collected by the above-listed offices are being handled properly according to the Texas Local Government Code.

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

Barbara Anglen
Assistant Auditor – Internal Audit Lead

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 09/24/2024 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Staci Parr

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

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: 101 W Main St

PREFERRED DATE TO BE PLACED ON AGENDA: 10/01/2024

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

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

Acceptance of County Auditor's Monthly Report for August 2024

pursuant to Texas Local Government Code §114.025

* _____
County Attorney Approval

Ellis County Auditor's Report

August 2024

Fiscal Year 2024

Benchmark for 11 Months = 91.67%

	2024 Budget	YTD Rev/Exp as of 8/31/2024	% of Budget Received/ Used	Prior Year YTD	Increase/ (Decrease) from Prior Year
<i>General Fund Revenues</i>					
NON-DEPARTMENTAL	96,314,714	72,784,381	75.57%	72,475,648	0.43%
AUDITOR	8,708	(1,479)	-16.98%	3,603	-141.05%
INFORMATION TECHNOLOGY	-	-	N/A	-	N/A
AG EXTENSION	-	-	N/A	-	N/A
DEPARTMENT OF DEVELOPMENT	646,500	858,767	132.83%	541,115	58.70%
VETERANS SERVICE OFFICER	13,119	19,111	145.67%	4,736	303.53%
COVID 19 REVENUES	-	-	0.00%	-	N/A
AUXILLARY COURTHOUSE- CIVIC CENTER	-	-	N/A	-	N/A
VEHICLE REPLACEMENT FUND	-	-	0.00%	-	N/A
40TH JUDICIAL DISTRICT COURT	-	-	N/A	-	N/A
378TH JUDICIAL DISTRICT COURT	-	3,600	N/A	-	N/A
ELECTIONS	365,925	361,216	98.71%	292,487	23.50%
PURCHASING	2,000	1,471	73.56%	1,358	8.30%
DISTRICT CLERK	995,250	1,151,909	115.74%	884,338	30.26%
COUNTY CLERK	1,628,900	1,888,620	115.94%	1,545,229	22.22%
SHERIFF REVENUES	731,775	273,500	37.37%	253,483	7.90%
COUNTY ATTORNEY	346,500	102,923	29.70%	73,115	40.77%
TAX COLLECTOR	1,854,500	1,735,876	93.60%	2,361,147	-26.48%
CIVIL ENGINEER	108,050	52,537	48.62%	107,927	-51.32%
COUNTY COURT AT LAW #1	256,000	190,492	74.41%	315,733	-39.67%
COUNTY TREASURER	105	50	47.62%	51	-1.96%
EMERGENCY MANAGEMENT	500	-	0.00%	38	-100.00%
FIRE MARSHAL	-	-	N/A	-	N/A
JUSTICE OF THE PEACE PCT. 1	152,700	155,722	101.98%	142,713	9.12%
JUSTICE OF THE PEACE PCT. 2	167,285	167,753	100.28%	171,223	-2.03%
JUSTICE OF THE PEACE PCT. 3	88,110	109,716	124.52%	90,146	21.71%
JUSTICE OF THE PEACE PCT. 4	116,900	115,263	98.60%	100,169	15.07%
CONSTABLE PCT. 1	50,150	70,040	139.66%	56,319	24.36%
CONSTABLE PCT. 2	65,915	59,396	90.11%	66,684	-10.93%
CONSTABLE PCT. 3	55,000	110,242	200.44%	68,448	61.06%
CONSTABLE PCT. 4	51,000	78,415	153.75%	68,121	15.11%
UNCLAIMED PROPERTY	-	59,608	N/A	-	N/A
LATCF REVENUE	-	-	N/A	50,000	-100.00%
BUDGETED FUND BALANCE	-	-	0.00%	-	N/A
	104,019,607	80,349,129	77.24%	79,673,832	0.85%
<i>General Fund Expenditures</i>					
SHERIFF	17,423,934	14,368,937	82.47%	13,584,291	5.78%
JAIL	13,503,278	12,316,089	91.21%	10,027,027	22.83%
MAINTENANCE	979,717	897,098	91.57%	829,722	8.12%
COUNTY AUDITOR	1,441,999	1,004,988	69.69%	1,244,451	-19.24%
INFORMATION TECHNOLOGY	1,421,235	1,110,476	78.13%	773,619	43.54%
TEXAS A&M AGRILIFE EXTENSIONS	322,197	250,048	77.61%	241,135	3.70%
DEPARTMENT OF DEVELOPMENT	1,415,939	1,089,304	76.93%	1,020,601	6.73%
VETERANS SERVICE OFFICER	169,798	146,626	86.35%	127,878	14.66%
COMMISSIONERS	785,086	513,057	65.35%	525,309	-2.33%
INDIGENT HEALTH CARE	4,709,387	4,097,206	87.00%	4,188,221	-2.17%
MENTAL HEALTH JUV EXP	360,011	123,793	34.39%	50,700	144.17%
COVID 19 EXPENDITURES	-	-	N/A	(8,975)	-100.00%
VACCINE HUB	-	-	N/A	-	N/A
AUXILLARY COURTHOUSE- CIVIC CENTER	-	9,350	N/A	1,140	720.21%
MAY SEVERE WEATHER	-	-	N/A	-	N/A
NON-DEPARTMENTAL	11,580,651	8,295,718	71.63%	6,889,615	20.41%
LEASE PAYMENTS	-	-	0.00%	-	N/A
CAPITAL LEASES	562,787	562,787	100.00%	562,787	0.00%
STATE MANDATED INDIGENT LEGAL	2,250,000	3,099,932	137.77%	2,461,846	25.92%
40TH JUDICIAL DISTRICT COURT	405,409	352,961	87.06%	250,076	41.14%
378TH JUDICIAL DISTRICT COURT	612,004	486,157	79.44%	394,121	23.35%
443RD JUDICIAL DISTRICT COURT	426,889	385,112	90.21%	332,802	15.72%
INDIGENT DEFENSE	124,361	103,930	83.57%	95,385	8.96%
ELECTIONS	1,539,098	1,304,868	84.78%	1,123,721	16.12%
PURCHASING	598,946	525,983	87.82%	484,674	8.52%
<i>General Fund Expenditures (Continued)</i>					
DISTRICT CLERK	1,413,546	1,236,614	87.48%	1,193,981	3.57%
COUNTY CLERK	1,660,907	1,405,127	84.60%	1,221,798	15.00%
HIGHWAY PATROL	164,806	141,266	85.72%	126,167	11.97%

Ellis County Auditor's Report

August 2024

Fiscal Year 2024

Benchmark for 11 Months = 91.67%

	2024 Budget	YTD Rev/Exp as of 8/31/2024	% of Budget Received/ Used	Prior Year YTD	Increase/ (Decrease) from Prior Year
GAME WARDEN	-	-	0.00%	46	-100.00%
COUNTY ATTORNEY	6,724,641	4,962,286	73.79%	5,000,505	-0.76%
TAX COLLECTOR	2,058,265	1,777,322	86.35%	1,479,642	20.12%
CIVIL ENGINEER	1,347,535	852,963	63.30%	734,876	16.07%
COUNTY COURT AT LAW #1	625,925	465,628	74.39%	447,258	4.11%
COUNTY COURT AT LAW #2	600,976	439,271	73.09%	425,259	3.29%
COUNTY COURT AT LAW #3	571,279	409,132	71.62%	411,732	-0.63%
COUNTY JUDGE	468,377	418,028	89.25%	315,018	32.70%
COUNTY TREASURER	430,211	342,097	79.52%	339,273	0.83%
JUVENILE SERVICES	-	-	0.00%	-	0.00%
JUVENILE DETENTION	-	-	100.00%	-	100.00%
HUMAN RESOURCES AND SERVICES	493,914	390,435	79.05%	365,216	6.91%
EMERGENCY MANAGEMENT	357,205	214,680	60.10%	250,304	-14.23%
FIRE MARSHAL	843,692	648,923	76.91%	596,199	8.84%
JUSTICE OF THE PEACE PCT.1	440,882	375,269	85.12%	338,781	10.77%
JUSTICE OF THE PEACE PCT.2	578,582	482,434	83.38%	471,804	2.25%
JUSTICE OF THE PEACE PCT.3	401,059	315,896	78.77%	328,176	-3.74%
JUSTICE OF THE PEACE PCT.4	453,315	350,560	77.33%	328,708	6.65%
CONSTABLE PCT.1	335,632	293,618	87.48%	202,172	45.23%
CONSTABLE PCT.2	348,668	300,975	86.32%	217,403	38.44%
CONSTABLE PCT.3	335,152	292,174	87.18%	204,653	42.77%
CONSTABLE PCT.4	326,416	200,797	61.52%	197,858	1.49%
INTERFUND TRANSFERS	11,438,832	11,438,832	100.00%	7,434,527	53.86%
DEBT RETIREMENT	9,267,500	-	0.00%	-	N/A
GRANT N - MENTAL HEALTH SERVICES	-	-	0.00%	125	-100.00%
	102,320,043	78,798,748	77.01%	67,831,624	16.17%
Revenues Over/(Under) Expenditures	1,699,564	1,550,381		11,842,208	
<i>Road & Bridge Funds - Revenues</i>					
ROAD & BRIDGE PCT. 1	4,213,444	1,926,032	45.71%	2,252,090	-14.48%
ROAD & BRIDGE PCT. 2	3,955,101	1,880,077	47.54%	2,348,154	-19.93%
ROAD & BRIDGE PCT. 3	3,418,812	2,112,094	61.78%	2,349,261	-10.10%
ROAD & BRIDGE PCT. 4	4,660,565	2,006,379	43.05%	2,409,017	-16.71%
	16,247,921	7,924,582	48.77%	9,358,522	-15.32%
<i>Road & Bridge Funds - Expenditures</i>					
ROAD & BRIDGE PCT. 1	4,213,444	1,459,127	34.63%	1,442,147	1.18%
ROAD & BRIDGE PCT. 2	3,955,101	1,172,361	29.64%	1,541,099	-23.93%
ROAD & BRIDGE PCT. 3	3,418,812	1,815,279	53.10%	1,642,719	10.50%
ROAD & BRIDGE PCT. 4	4,660,565	2,394,449	51.38%	1,428,649	67.60%
	16,247,921	6,841,217	42.11%	6,054,614	12.99%
Revenues Over/(Under) Expenditures	-	1,083,366		3,303,908	
<i>Farm to Market Funds - Revenues</i>					
FARM TO MARKET 1	4,654,519	1,878,184	40.35%	1,811,295	3.69%
FARM TO MARKET 2	2,445,272	1,645,432	67.29%	1,516,719	8.49%
FARM TO MARKET 3	2,371,852	1,638,659	69.09%	1,529,538	7.13%
FARM TO MARKET 4	3,165,891	1,912,024	60.39%	1,618,279	18.15%
	12,637,534	7,074,298	55.98%	6,475,831	9.24%
<i>Farm to Market Funds - Expenditures</i>					
FARM TO MARKET 1	4,654,519	993,984	21.36%	1,293,742	-23.17%
FARM TO MARKET 2	2,445,272	1,189,434	48.64%	824,470	44.27%
FARM TO MARKET 3	2,371,852	1,147,826	48.39%	1,277,960	-10.18%
FARM TO MARKET 4	3,165,891	1,211,893	38.28%	1,131,484	7.11%
	12,637,534	4,543,138	35.95%	4,527,656	0.34%
Revenues Over/(Under) Expenditures	-	2,531,161		1,948,175	
<i>Interest & Sinking Funds - Revenues</i>					
SERIES 16 INTEREST & SINKING	3,882,649	3,384,017	87.16%	3,372,826	0.33%
	3,882,649	3,384,017	87.16%	3,372,826	0.33%
<i>Interest & Sinking Funds - Expenditures</i>					
SERIES 16 INTEREST & SINKING	3,882,649	3,411,263	87.86%	3,413,013	-0.05%

Ellis County Auditor's Report

August 2024

Fiscal Year 2024

Benchmark for 11 Months = 91.67%

	<u>2024 Budget</u>	<u>YTD Rev/Exp as of 8/31/2024</u>	<u>% of Budget Received/ Used</u>	<u>Prior Year YTD</u>	<u>Increase/ (Decrease) from Prior Year</u>
	3,882,649	3,411,263	87.86%	3,413,013	-0.05%
Revenues Over/(Under) Expenditures	-	(27,245)		(40,186)	

<i>Special Revenue Funds - Revenues</i>					
LATERAL ROADS	462,446	64,616	13.97%	75,097	-13.96%
COUNTY & DISTRICT COURT TECH	47,534	5,676	11.94%	2,772	104.75%
JUSTICE COURT TECHNOLOGY	241,234	22,427	9.30%	20,661	8.55%
DC ARCHIVES RECORDS MANAGEMENT	186,497	9,094	4.88%	8,129	11.86%
JURY	417,684	428,491	102.59%	208,666	105.35%
LAW LIBRARY	297,744	330,221	110.91%	291,940	13.11%
RECORDS MANAGEMENT	2,661,719	484,720	18.21%	454,654	6.61%
CC ARCHIVES RECORDS MANAGEMENT	2,156,567	454,846	21.09%	448,722	1.36%
FIRE MARSHAL SPECIAL FUND	226,013	57,360	25.38%	60,950	-5.89%
DISTRICT COURTS RECORDS TECH	249,368	14,268	5.72%	11,398	25.18%
DA CHECK PROCESSING	144,617	6,744	4.66%	7,332	-8.01%
DA DRUG FORFEITURE	342,511	33,263	9.71%	57,610	-42.26%
GENERAL RECORDS MGMT/PRESERVAT	849,321	155,903	18.36%	129,194	20.67%
COURTHOUSE SECURITY	521,882	133,949	25.67%	137,977	-2.92%
COURT REC. PRESERVATION	198,006	38,510	19.45%	27,595	39.55%
ELECTION ADMIN FEES	54,000	158,465	293.45%	30,739	415.51%
TRANSFER FROM	-	-	N/A	-	N/A
SHERIFF FEDERAL FORFEITURE	567,917	134,161	23.62%	50,416	166.11%
COUNTY CLERK VITALS PRESERVATION	51,679	10,128	19.60%	9,450	7.17%
SHERIFF SEIZURE	179,853	7,938	4.41%	6,986	13.62%
SHERIFF FORFEITURE	375,279	35,599	9.49%	29,832	19.33%
DA DRUG SEIZURE	537,194	810,320	150.84%	157,082	415.86%
COURT FACILITY FEE FUND	218,100	79,765	0.00%	100,320	0.00%
OPIOID SETTLEMENT	299,683	21,723	0.00%	99,117	0.00%
CONSTABLE 2 FORFEITURE	1,467	34	2.34%	33	3.56%
CONSTABLE 1 FORFEITURE	181	-	0.00%	-	N/A
CONSTABLE 4 FORFEITURE	-	-	0.00%	-	N/A
TREASURER'S HELD PROPERTY	1,436	33	2.30%	32	3.54%
PAYROLL	-	-	0.00%	-	N/A
JUVENILE PROBATION FEES	78,906	4,942	100.00%	9,352	-47.16%
JJAP	719,199	592,403	82.37%	717,293	-17.41%
TRUANCY & PREVENTION	75,625	14,364	18.99%	12,801	12.21%
AMERICAN RESCUE PLAN ACT	25,111,433	9,499,748	37.81%	35,547,346	-73.28%
SPECIAL INVENTORY - TAX OFFICE	-	-	N/A	-	N/A
DEBT RETIREMENT/REDUCTION	-	-	N/A	-	N/A
CONSTABLE PCT LEOSE FUND	7,254	-	0.00%	-	N/A
CONSTABLE PCT 2 LEOSE FUND	6,451	1,652	25.61%	649	154.56%
CONSTABLE PCT 3 LEOSE FUND	4,231	-	0.00%	607	-100.00%
CONSTABLE PCT 4 LEOSE FUND	4,547	1,545	33.97%	607	154.52%
SHERIFF OFFICE LEOSE FUND	77,080	27,141	35.21%	10,007	171.23%
DISTRICT ATTORNEY LEOSE FUND	1,940	2,299	118.49%	776	196.40%
COURT REPORTER SERVICES FUND	20,000	87,287	436.44%	-	N/A
LANGUAGE ACCESS FUND	30,201	25,168	83.33%	11,877	111.90%
COURT INIT. GUARD/PUB PROBATION ADMIN	5,000	-	0.00%	-	N/A
CLERK OF THE COURT - DISTRICT CLERK	25,000	-	0.00%	-	N/A
CLERK OF THE COURT - COUNTY CLERK	5,000	-	0.00%	-	N/A
SUBDIVISION INSPECTION FEES	15,000	2,775	18.50%	-	N/A
SEIZED FUNDS	-	82,712	N/A	-	N/A
VEHICLE REPLACEMENT FUND	2,933,756	850,202	28.98%	600,691	41.54%
SB22 - Sheriff	-	505,781	N/A	-	N/A
SB22 - DA	-	277,122	N/A	-	N/A
	40,410,555	15,473,390	38.29%	39,338,708	-60.67%

<i>Special Revenue Funds - Expenditures</i>					
LATERAL ROADS	417,146	-	0.00%	-	N/A
LATERAL ROADS	15,100	-	0.00%	-	-
LATERAL ROADS	15,100	-	0.00%	-	-
LATERAL ROADS	15,100	-	0.00%	-	-
COUNTY & DISTRICT CT TECH	47,534	-	0.00%	948	-100.00%
JUSTICE COURT TECHNOLOGY	241,234	-	0.00%	-	N/A
DC ARCHIVES RECORDS MANAGEMENT	186,497	-	0.00%	-	N/A
JURY	417,684	414,505	99.24%	183,765	125.56%
LAW LIBRARY	297,744	259,253	87.07%	248,611	4.28%
RECORDS MANAGEMENT	2,661,719	89,847	3.38%	230,068	-60.95%
CC ARCHIVES RECORDS MANAGEMENT	2,156,567	359,824	16.69%	955,603	-62.35%
FIRE MARSHAL SPECIAL FUND	226,013	8,532	3.77%	78,933	-89.19%

Ellis County Auditor's Report

August 2024

Fiscal Year 2024

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	<u>2024 Budget</u>	<u>YTD Rev/Exp as of 8/31/2024</u>	<u>% of Budget Received/ Used</u>	<u>Prior Year YTD</u>	<u>Increase/ (Decrease) from Prior Year</u>
DISTRICT COURTS RECORDS TECH	249,368	-	0.00%	-	N/A
DA CHECK PROCESSING	144,617	137	0.10%	139	-1.46%
DA DRUG FORFEITURE	342,511	485	0.14%	2,099	-76.87%
GENERAL RECORDS MGMT/PRESERVAT	849,321	-	0.00%	-	N/A
COURTHOUSE SECURITY	521,882	-	0.00%	101,932	-100.00%
COURT REC. PRESERVATION	198,006	-	0.00%	-	N/A
ELECTION ADMIN FEES	54,000	44,886	83.12%	172,380	-73.96%
SHERIFF FEDERAL FORFEITURE	567,917	-	0.00%	444	-100.00%
COUNTY CLERK VITALS PRESERVATION	51,679	6,007	11.62%	11,055	-45.66%
SHERIFF SEIZURE	179,853	-	0.00%	-	N/A
SHERIFF FORFEITURE	375,279	-	0.00%	78,477	-100.00%
DA DRUG SEIZURE	537,194	821,022	152.84%	167,252	390.89%
COURT FACILITY FEE FUND	218,100	-	0.00%	-	N/A
OPIOID SETTLEMENT	299,683	-	0.00%	-	N/A
CONSTABLE 2 FORFEITURE	1,467	-	0.00%	-	N/A
CONSTABLE 1 FORFEITURE	181	-	0.00%	-	N/A
CONSTABLE 4 FORFEITURE	-	-	N/A	-	N/A
TRUANCY & PREVENTION	75,625	-	0.00%	-	N/A
AMERICAN RESCUE PLAN ACT	25,111,433	9,189,548	36.60%	12,379,181	-25.77%
SPECIAL INVENTORY - TAX OFFICE	-	-	N/A	-	N/A
TREASURER'S HELD PROPERTY	1,436	-	0.00%	-	N/A
JUVENILE PROBATION FEES	78,906	1,453	0.00%	8,964	-83.79%
JJAEP	719,199	590,147	82.06%	553,821	6.56%
SB22 - Sheriff	500,000	-	0.00%	-	N/A
SB22 - DA	-	195,558	N/A	-	N/A
CONSTABLE PCT LEOSE FUND	7,254	-	0.00%	-	N/A
CONSTABLE PCT 2 LEOSE FUND	6,451	-	0.00%	-	N/A
CONSTABLE PCT 3 LEOSE FUND	4,231	-	0.00%	-	N/A
CONSTABLE PCT 4 LEOSE FUND	4,547	-	0.00%	-	N/A
SHERIFF OFFICE LEOSE FUND	77,080	2,395	3.11%	10,721	-77.66%
DISTRICT ATTORNEY LEOSE FUND	1,940	404	20.82%	339	19.04%
LANGUAGE ACCESS FUND	30,201	-	0.00%	-	N/A
COURT REPORTER SERVICES FUND	20,000	-	0.00%	-	N/A
COURT INIT. GUARD/PUB PROBATION ADMIN	5,000	-	0.00%	-	N/A
CLERK OF THE COURT - DISTRICT CLERK	25,000	-	0.00%	-	N/A
CLERK OF THE COURT - COUNTY CLERK	5,000	-	0.00%	-	N/A
SUBDIVISION INSPECTION FEES	15,000	-	0.00%	-	N/A
INTERFUND TRANSFERS	-	-	N/A	(152,330)	-100.00%
VEHICLE REPLACEMENT FUND	3,683,756	1,140,788	30.97%	750,421	52.02%
Revenues Over/(Under) Expenditures	(1,250,000)	2,348,597		23,555,885	-16.84%
<i>Capital Projects Funds - Revenues</i>					
ROAD IMPROVEMENT FUND	2,459,742	519,151	21.11%	473,168	9.72%
PERMANENT IMPROVEMENT	23,240,581	13,649,222	58.73%	8,511,663	60.36%
ROW AVAILABLE	162,912	4,536	2.78%	9,392	-51.70%
ROAD DISTRICT 1	917,153	42,276	4.61%	41,889	0.93%
ROAD DISTRICT 5	16,437	751	4.57%	766	-1.88%
ROAD DISTRICT 16	214,623	9,810	4.57%	8,812	11.33%
SERIES 19 BOND PROJECT	2,633,992	66,884	2.54%	122,390	-45.35%
Revenues Over/(Under) Expenditures	29,645,440	14,292,632	48.21%	9,168,080	55.90%
<i>Capital Projects Funds - Expenditures</i>					
ROAD IMPROVEMENT FUND	2,459,742	286,711	11.66%	-	N/A
PERMANENT IMPROVEMENT	23,350,884	13,826,057	59.21%	1,302,982	961.11%
ROW AVAILABLE	502,199	106,212	21.15%	315,094	-66.29%
ROAD DISTRICT 1	917,153	-	0.00%	109,362	-100.00%
ROAD DISTRICT 5	16,437	-	0.00%	-	N/A
ROAD DISTRICT 16	214,623	-	0.00%	-	N/A
SERIES 19 BOND PROJECT	2,633,992	2,576,767	97.83%	561,660	358.78%
Revenues Over/(Under) Expenditures	30,095,030	16,795,747	55.81%	2,289,098	633.73%
Revenues Over/(Under) Expenditures	(449,590)	(2,503,115)		6,878,982	
<i>Other Funds - Revenues</i>					
TRUST AND AGENCY FUND	-	-	0.00%	-	0.00%
LEVEE 2	349,701	25,931	7.42%	27,878	-6.98%
LEVEE 3	355,244	87,965	24.76%	74,079	18.75%
LEVEE 4	8,365	303	3.63%	303	0.16%
Revenues Over/(Under) Expenditures	713,310	114,200	16.01%	102,359	11.68%

Ellis County Auditor's Report

August 2024

Fiscal Year 2024

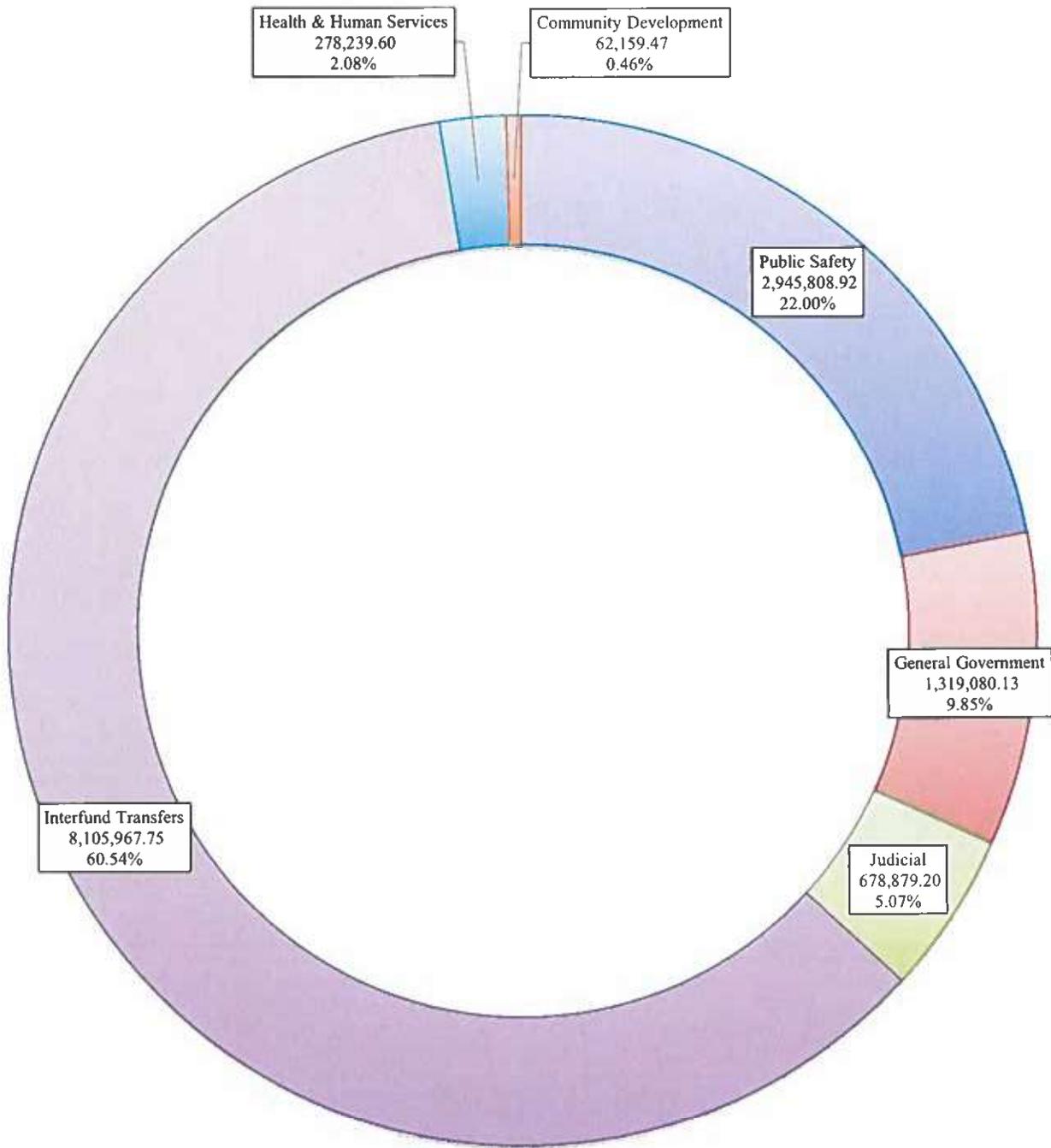
Benchmark for 11 Months = 91.67%

	<u>2024 Budget</u>	<u>YTD Rev/Exp</u> <u>as of 8/31/2024</u>	<u>% of Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
<i>Other Funds - Expenditures</i>					
TRUST AND AGENCY FUND	-	-	0.00%	-	N/A
LEVEE 2	349,701	49,950	0.00%	66,500	-24.89%
LEVEE 3	355,244	-	0.00%	40,862	-100.00%
LEVEE 4	8,365	-	0.00%	-	N/A
	713,310	49,950	7.00%	107,362	-53.48%
<i>Revenues Over/(Under) Expenditures</i>	-	64,250		(5,103)	

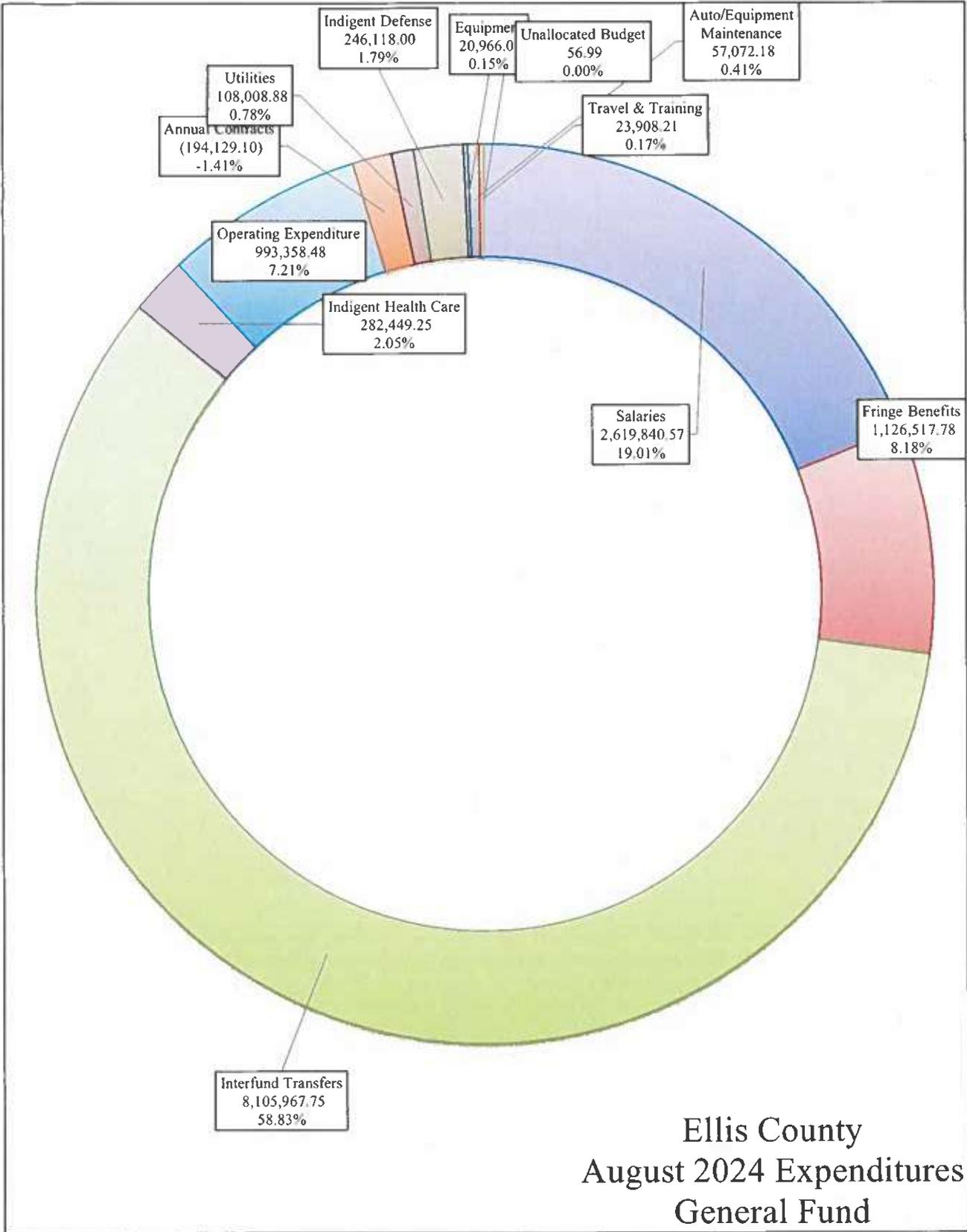
<i>Summary</i>					
REVENUE SUMMARY	207,557,016	128,612,249	61.96%	147,490,058	-12.80%
EXPENDITURE SUMMARY	207,557,043	123,564,855	59.53%	100,006,189	23.56%
<i>Revenues Over/(Under) Expenditures</i>	\$ (26,68)	5,047,394		47,483,869	

**Statement of Revenues, Expenditures, and changes in Fund Balance
August 2024**

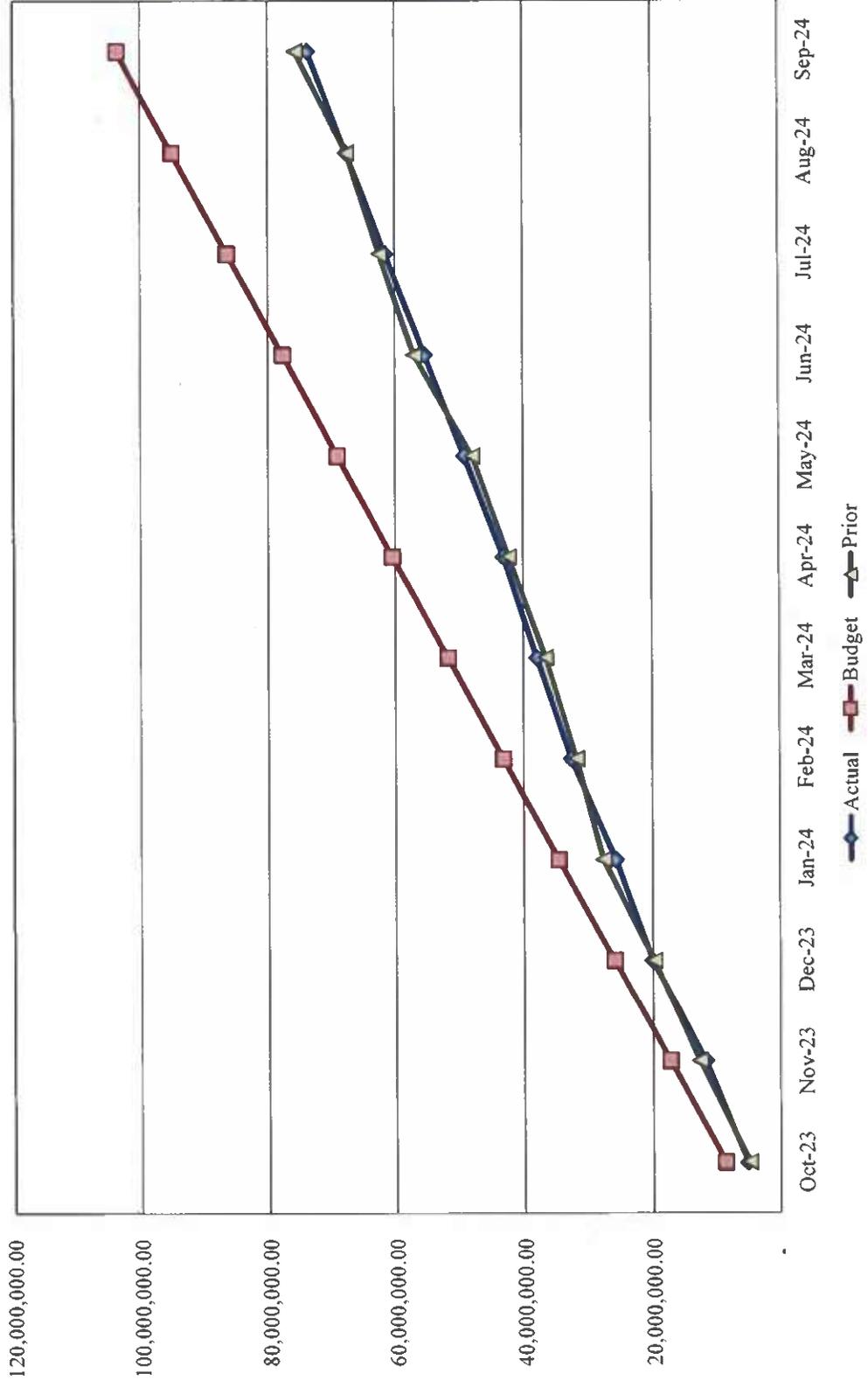
	General Fund	R&B #1	R&B #2	R&B #3	R&B #4	F/M #1	F/M #2	F/M #3	F/M #4
REVENUES									
Property Taxes	\$ 161,971.11	\$ 2,594.55	\$ 2,594.55	\$ 2,594.55	\$ 2,594.55	\$ 3,939.37	\$ 3,939.37	\$ 3,939.37	\$ 3,939.37
Mixed Beverage Taxes	-	-	-	-	-	-	-	-	-
License and permits	-	-	-	-	-	-	-	-	-
Fines & Fees	651,921.24	49,261.14	49,261.14	49,261.10	49,261.10	-	-	-	-
Charges for Services	13,747.86	-	-	-	-	-	-	-	-
Grant Revenue	34,044.74	-	-	-	-	-	-	-	-
Intergovernmental	47,902.36	-	-	-	-	1,172.00	-	-	6,050.00
Interfund Transfers	-	-	-	-	-	-	-	-	-
Investment income	8,979.25	-	-	-	-	-	-	-	-
Sale of Equipment	-	-	-	-	-	-	-	-	-
Beginning Fund Balance	-	-	-	-	-	-	-	-	-
Miscellaneous	4,752.62	-	-	-	-	-	-	-	-
Total Revenues	<u>923,319.18</u>	<u>51,855.69</u>	<u>51,855.69</u>	<u>51,855.65</u>	<u>51,855.65</u>	<u>5,111.37</u>	<u>3,939.37</u>	<u>3,939.37</u>	<u>9,989.37</u>
EXPENDITURES									
General Government	1,319,080.13	-	-	-	-	-	-	-	-
Public Safety	2,945,808.92	-	-	-	-	-	-	-	-
Judicial	678,879.20	-	-	-	-	-	-	-	-
Community Development	62,159.47	-	-	-	-	-	-	-	-
Infrastructure and Environmental	-	131,279.09	93,037.19	146,102.39	712,253.64	50,560.74	51,164.23	164,844.69	92,472.32
Interfund Transfers	8,105,967.75	-	-	-	-	-	-	-	-
Health and Human Services	278,239.60	-	-	-	-	-	-	-	-
Corrections & Rehabilitation	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-
Interest & Fiscal Charges	-	-	-	-	-	-	-	-	-
Total Expenditures	<u>13,390,135.07</u>	<u>131,279.09</u>	<u>93,037.19</u>	<u>146,102.39</u>	<u>712,253.64</u>	<u>50,560.74</u>	<u>51,164.23</u>	<u>164,844.69</u>	<u>92,472.32</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(12,466,815.89)</u>	<u>(79,423.40)</u>	<u>(41,181.50)</u>	<u>(94,246.74)</u>	<u>(660,397.99)</u>	<u>(45,449.37)</u>	<u>(47,224.86)</u>	<u>(160,905.32)</u>	<u>(82,482.95)</u>
OTHER FINANCING SOURCES (USES)									
Issuance of Long Term Debt	-	-	-	-	-	-	-	-	-
Sale of Capital Assets	-	-	-	-	-	-	-	-	-
Insurance Recoveries	-	-	-	-	-	-	-	-	-
Operating Transfers In	-	-	-	-	-	-	-	-	-
Operating Transfers Out	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-	-	-	-
NET CHANGE IN FUND BALANCES	<u>(12,466,815.89)</u>	<u>(79,423.40)</u>	<u>(41,181.50)</u>	<u>(94,246.74)</u>	<u>(660,397.99)</u>	<u>(45,449.37)</u>	<u>(47,224.86)</u>	<u>(160,905.32)</u>	<u>(82,482.95)</u>
FUND BALANCE, BEGINNING	<u>\$ 54,282,487.91</u>	<u>\$ 3,106,442.74</u>	<u>\$ 2,966,891.22</u>	<u>\$ 1,649,192.65</u>	<u>\$ 2,905,734.46</u>	<u>\$ 3,682,712.32</u>	<u>\$ 1,163,462.49</u>	<u>\$ 1,187,187.43</u>	<u>\$ 2,007,930.06</u>
PRIOR PERIOD ADJUSTMENT	-	-	-	-	-	-	-	-	-
FUND BALANCE, ENDING	<u>\$ 41,815,672.02</u>	<u>\$ 3,027,019.34</u>	<u>\$ 2,925,709.72</u>	<u>\$ 1,554,945.91</u>	<u>\$ 2,245,336.47</u>	<u>\$ 3,637,262.95</u>	<u>\$ 1,116,237.63</u>	<u>\$ 1,026,282.11</u>	<u>\$ 1,925,447.11</u>



Ellis County
August 2024 Expenditures
General Fund

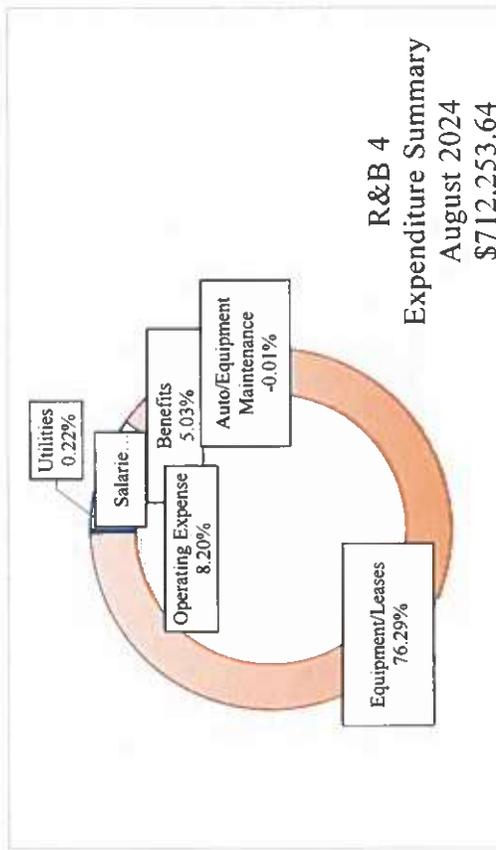
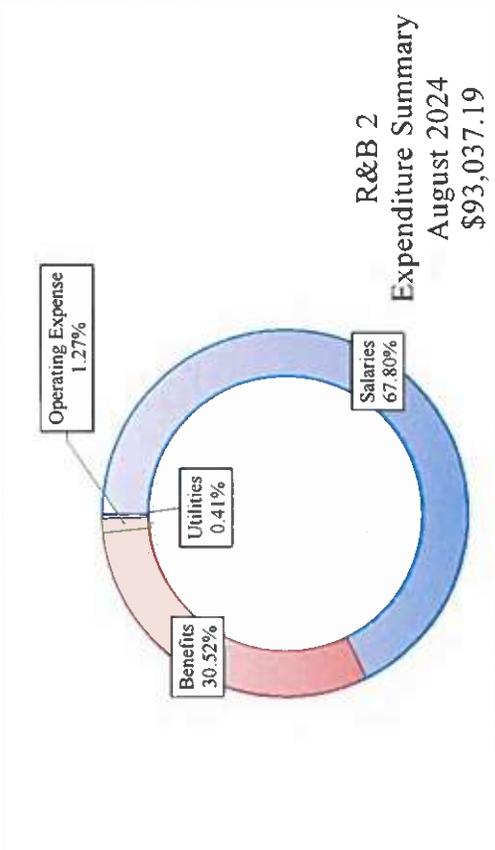
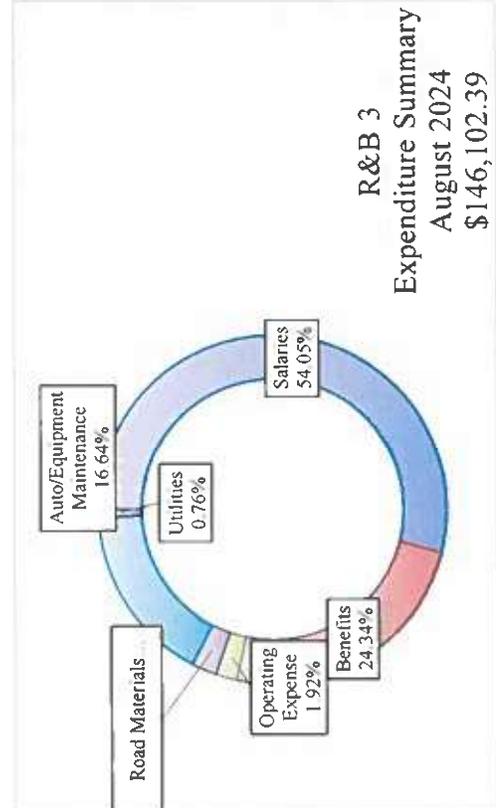
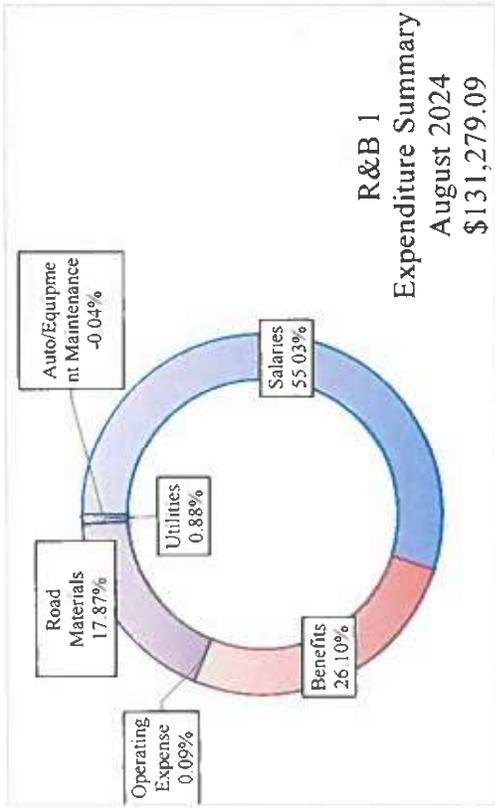


General Fund Expenditure Projection FY2024

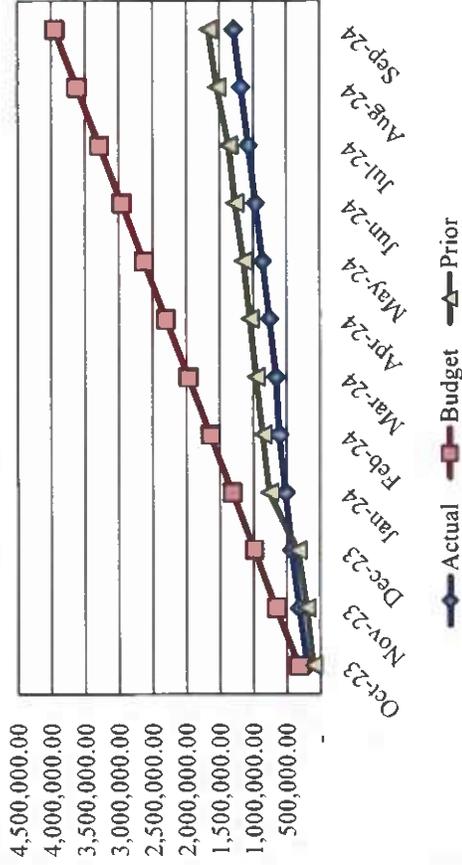


Road & Bridge Expenditure Summary - August 2024

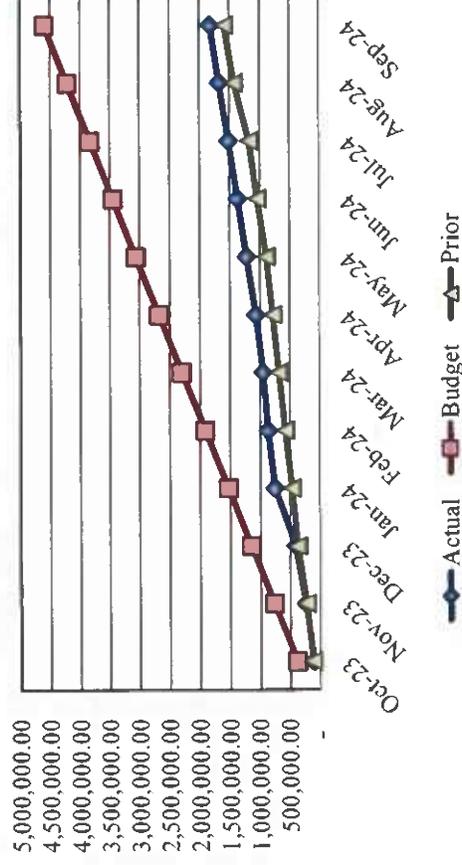
	R&B #1	R&B #2	R&B #3	R&B #4
Salaries	\$ 72,299.79	\$ 63,081.18	\$ 78,974.60	\$ 73,048.93
Benefits	34,292.24	28,393.48	35,554.64	35,818.67
Operating Expense	113.00	1,182.03	2,801.95	58,410.29
Road Materials	23,477.69		3,360.00	
Auto/Equipment Maintenance	(54.00)		24,304.47	(48.00)
Equipment/Leases				543,468.00
Utilities	1,150.37	380.50	1,106.73	1,555.75
Debt Service - Interest				
Debt Service - Principal				
	\$ 131,279.09	\$ 93,037.19	\$ 146,102.39	\$ 712,253.64



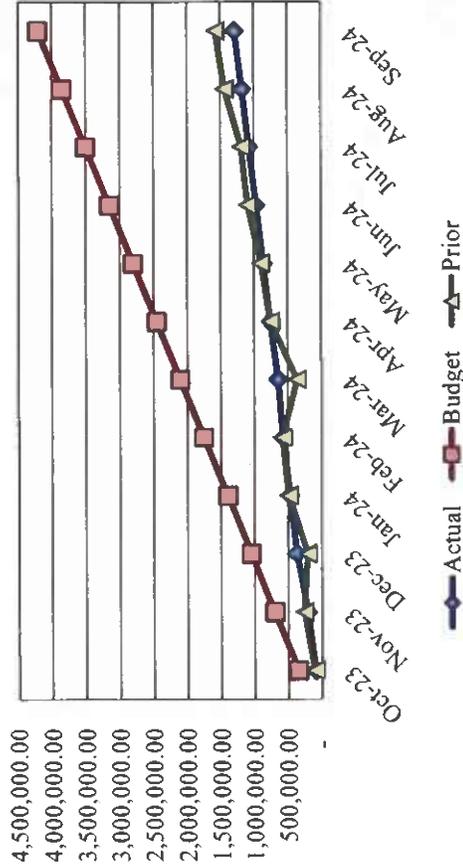
Road & Bridge Pct. # 2
Expenditure Projection FY2024



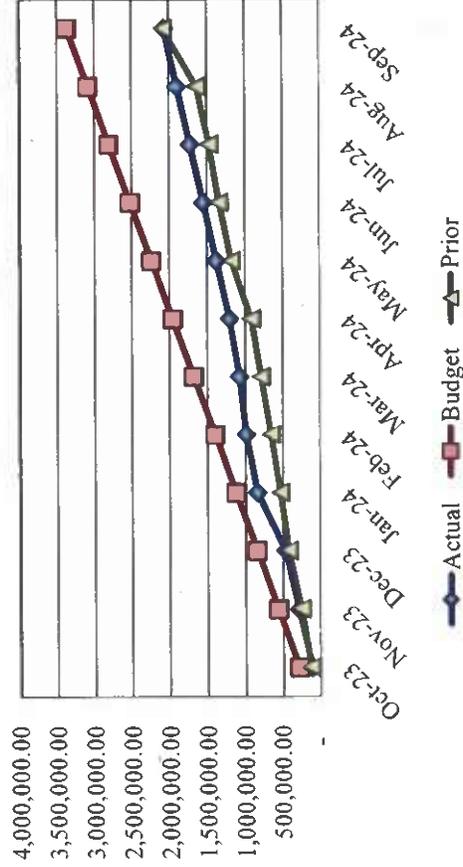
Road & Bridge Pct. #4
Expenditure Projection FY2024



Road & Bridge Pct. #1
Expenditure Projection FY2024

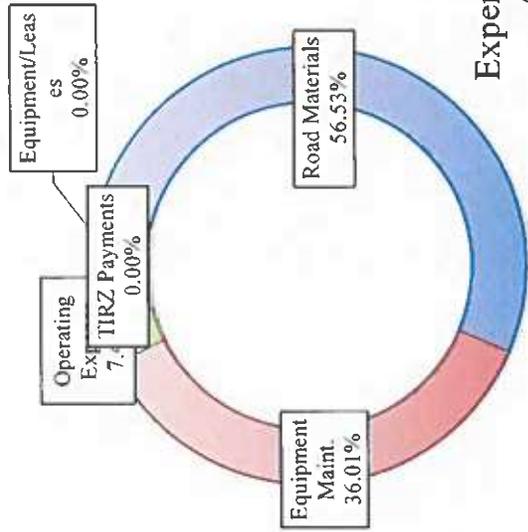


Road & Bridge Pct. #3
Expenditure Projection FY2024

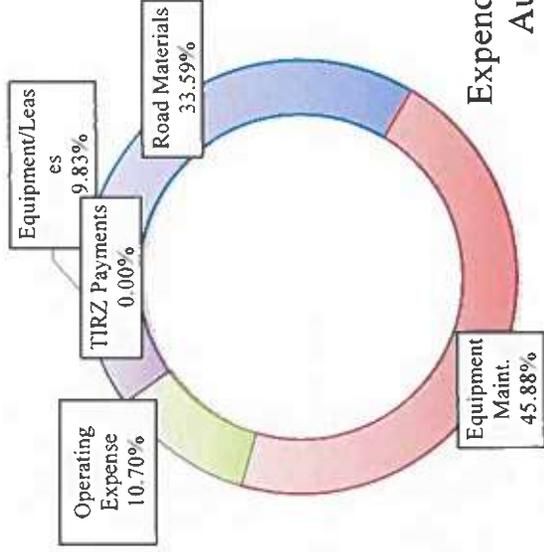


Farm to Market Expenditure Summary - August 2024

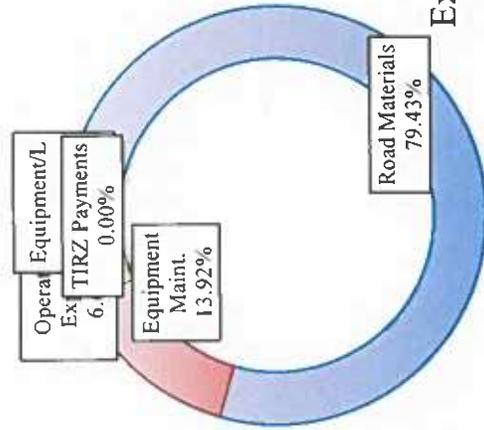
	F/M #1	F/M #2	F/M #3	F/M #4
Road Materials	\$ 28,580.11	\$ 17,185.87	\$ 130,936.84	\$ 28,333.37
Equipment Maint.	18,205.91	23,474.04	22,943.57	22,169.60
Operating Expense	3,774.72	5,473.91	10,964.28	41,969.35
Equipment/Leases	-	5,030.41	-	-
TIRZ Payments	-	-	-	-
	\$ 50,560.74	\$ 51,164.23	\$ 164,844.69	\$ 92,472.32



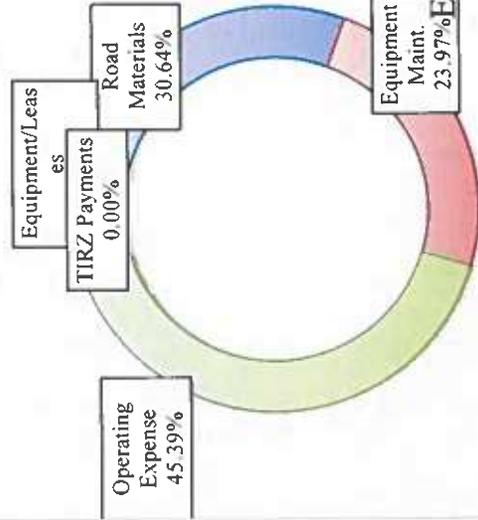
F/M 1
Expenditure Summary
August 2024
\$50,560.74



F/M 2
Expenditure Summary
August 2024
\$51,164.23

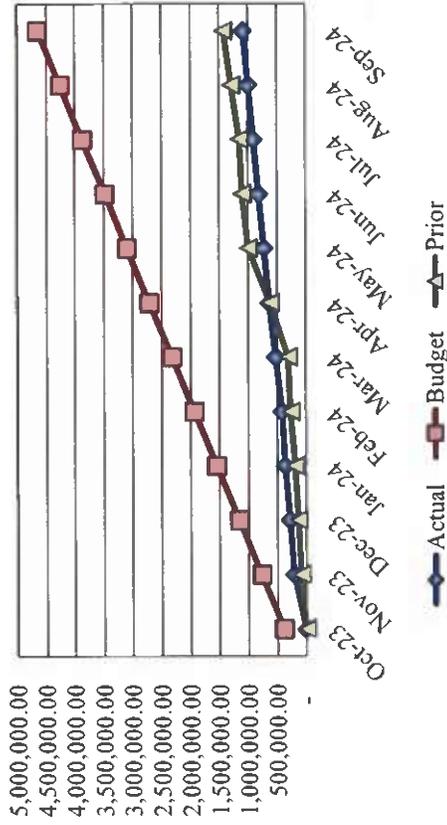


F/M 3
Expenditure Summary
August 2024
\$164,844.69

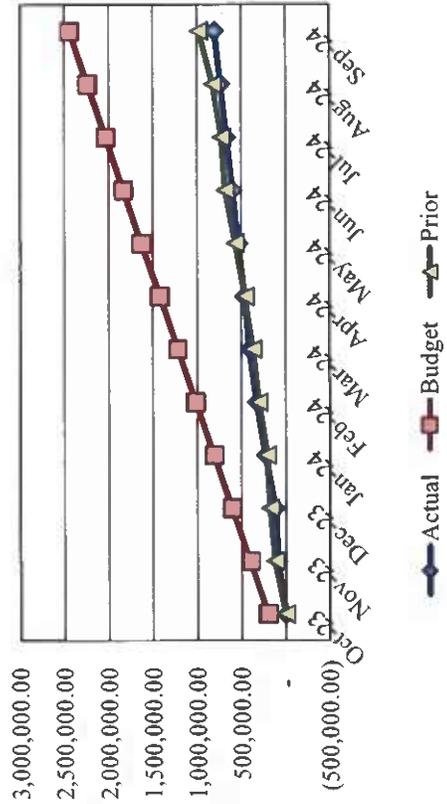


F/M 4
Expenditure Summary
August 2024
\$92,472.32

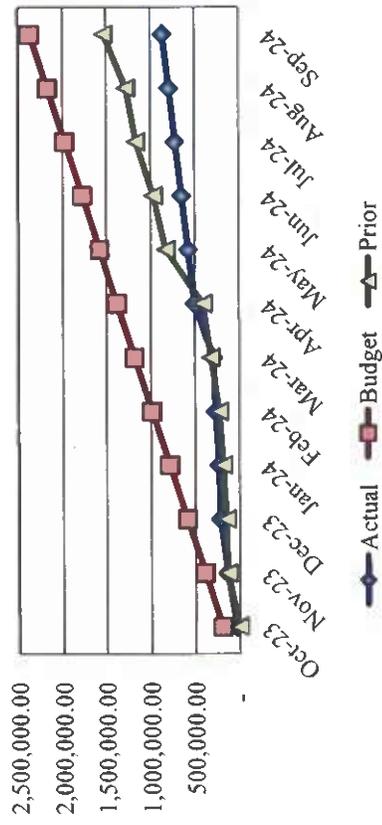
Farm to Market Pct. #1
Expenditure Projection FY2024



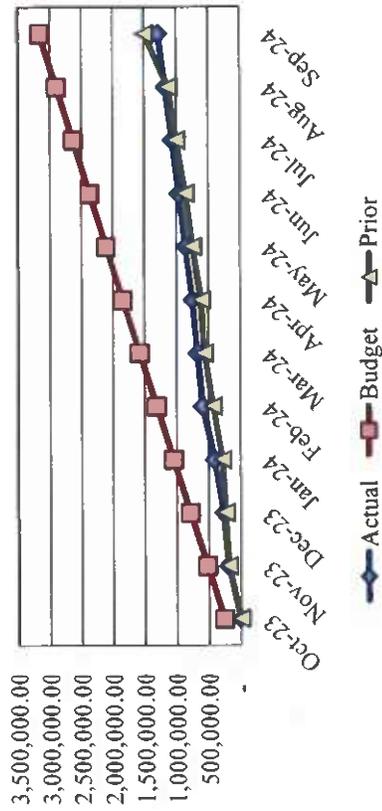
Farm to Market Pct. #2
Expenditure Projection FY2024



Farm to Market Pct. #3
Expenditure Projection FY2024



Farm to Market Pct. #4
Expenditure Projection FY2024



COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 09/25/2024 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Staci Parr

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

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: 101 W Main St, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 10/01/2024

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

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

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

August 10, 2024 - September 20, 2024 pursuant to Local Government Code §114.024

* _____
County Attorney Approval

Trial Balance for Ellis County

From 07/13/2024 - 08/09/2024

Fund	Name	Opening Balance	Debit	Credit	Closing Balance
1	GENERAL FUND	47,870,777.56	16,794,335.64	23,799,886.10	40,865,257.10
2	ROAD IMPROVEMENT FUND	2,196,598.61	11,048.90	-	2,207,647.51
3	ROAD/BRIDGE PCT. 1	3,124,358.61	250,934.58	363,888.66	3,011,404.53
4	ROAD/BRIDGE PCT. 2	3,010,042.87	170,328.01	231,491.15	2,948,879.73
5	ROAD/BRIDGE PCT. 3	1,658,023.98	240,807.49	703,524.43	1,195,307.04
6	ROAD/BRIDGE PCT. 4	2,944,966.50	810,194.33	1,493,752.02	2,261,408.81
7	ADULT PROBATION	1,469,508.26	756,772.51	657,156.79	1,517,424.99
8	JUVENILE PROBATION	839,852.53	1,220,722.59	1,598,159.50	462,415.62
9	F/M PCT. 1	3,704,977.07	137,791.15	263,990.16	3,578,778.06
10	F/M PCT. 2	1,180,482.63	63,407.56	211,385.64	1,032,504.55
11	F/M PCT. 3	1,115,984.22	114,038.33	289,275.67	940,746.88
12	F/M PCT. 4	2,031,326.24	162,073.98	336,182.42	1,857,217.80
13	LATERAL ROAD PCT. 1	456,390.54	2,100.19	-	458,490.73
14	COUNTY & DISTRICT CT TECH	50,072.64	906.63	-	50,979.27
15	JUSTICE COURT TECHNOLOGY FUND	242,516.51	3,207.75	-	245,724.26
16	DC ARCHIVES RECORDS MANAGEMENT	189,455.68	913.43	-	190,369.11
17	JURY	48,318.13	121,750.99	110,287.54	58,881.58
18	PERMANENT IMPROVEMENT	8,858,539.22	785,397.60	2,720,941.79	6,922,995.03
19	LAW LIBRARY	97,750.44	30,935.62	45,648.56	83,037.50
20	TRUST AND AGENCY FUND	-	-	-	-
21	RECORDS MANAGEMENT	2,665,935.17	62,300.23	8,455.32	2,719,780.08
22	CC ARCHIVES RECORDS MANAGEMENT	1,960,754.85	58,300.89	-	2,019,055.74
23	ROW AVAILABLE	28,763.60	28,351.21	-	57,114.81
24	FIRE MARSHAL SPECIAL FUND	222,765.47	8,815.71	1,481.73	230,099.45
26	DISTRICT COURT RECORDS TECH	256,276.21	1,279.69	-	257,555.90
27	ROAD DISTRICT #1	943,523.18	4,341.94	-	947,865.12
28	ROAD DISTRICT #5	16,769.03	77.17	-	16,846.20
29	ROAD DISTRICT #16	218,949.39	1,007.57	-	219,956.96
30	CHECK PROCESSING FEE AC	147,776.18	684.44	34.06	148,426.56
31	DRUG FORFEITURE FUND	313,594.24	10,155.27	-	323,749.51
32	GEN RECORD MANAGE/PRESE	968,112.95	21,312.50	-	989,425.45
33	COURTHOUSE SECURITY FUN	548,824.94	18,658.92	-	567,483.86
34	COURT REC. PRESERVATION 51.708	209,824.26	6,572.35	-	216,396.61
36	ELECTIONS ADMIN FEES	152,826.58	70.05	-	152,896.63
38	SERIES 07 INTEREST & SINKING	537,866.95	17,916.45	6,175.00	549,608.40
40	SERIES 07 BOND PROJECT	-	-	-	-
42	SHERIFF FEDERAL DRUG FORFEITURE	679,538.76	11,999.39	-	691,538.15
43	COUNTY CLERK VITALS PRESERVATION	46,910.88	1,293.39	-	48,204.27
45	ELLIS CO COMM CORRECTIONS	37,629.24	85,932.85	59,721.93	50,799.71
46	SHERIFF SEIZURE FUND	183,135.46	823.36	-	183,958.82
47	SHERIFF DRUG FORFEITURE	401,004.30	1,845.35	-	402,849.65
48	DISTRICT ATTY DRUG SEIZ	583,918.82	269,806.82	401,250.32	452,475.32
50	CIVIL SUPERVISION FEES	261,250.25	24,779.19	23,374.86	261,624.50
53	COURT FACILITY FEES	188,764.22	12,652.60	-	201,416.82
55	OPIOID SETTLEMENT	120,860.77	556.16	-	121,416.93
56	CONSTABLE PCT #2 FORFEITURE	1,504.62	3.40	-	1,508.02
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	75,696.04	2,650.04	-	78,346.08
63	AMERICAN RESCUE PLAN	16,695,866.62	86,152.27	771,600.00	16,010,418.89
66	JUVENILE JUSTICE ALTERNATIVE EDUC.	176,733.54	32,427.91	139,454.68	69,706.77
68	VEHICLE REPLACEMENT FUND	2,108,287.90	-	11,908.00	2,096,379.90
71	TREASURERS HELD PROPERTY	1,448.42	3.26	-	1,451.68
72	ELLIS COUNTY LEVEE #2	366,571.52	1,561.38	64,382.00	303,750.90
73	ELLIS COUNTY LEVEE #3	434,125.64	1,951.90	-	436,077.54
74	ELLIS COUNTY LEVEE #4	8,552.99	19.28	-	8,572.27
75	JUVENILE PROBATION FEES	83,503.51	-	153.27	83,350.24
76	SUBDIVISION INSPECTION FEES	2,775.00	-	-	2,775.00
79	CHAPTER 47 SEIZURE FUND	82,525.79	186.02	-	82,711.81
80	SB22 - SHERIFF	504,640.11	1,140.63	-	505,780.74
81	SB22 - COUNTY ATTORNEY	107,599.72	234.08	74,623.31	33,210.49
91	UNCLAIMED PROPERTY	59,474.01	134.06	-	59,608.07
125	CONSTABLE PCT 1 LOOSE FUNDS	-	-	-	-
126	CONSTABLE PCT 2 LOOSE FUNDS	2,941.71	-	-	2,941.71
127	CONSTABLE PCT 3 LOOSE FUNDS	1,203.82	-	-	1,203.82
128	CONSTABLE PCT 4 LOOSE FUNDS	2,419.06	-	-	2,419.06
129	SHERIFF LOOSE FUNDS	25,104.89	-	1,237.50	23,867.39
130	DISTRICT ATTY LOOSE FUNDS	2,317.28	-	403.84	1,913.44
131	LANGUAGE ACCESS FUND	39,454.04	2,238.00	900.00	40,792.04
132	COURT REPORTER SERVICES	87,287.00	-	-	87,287.00
		113,568,454.45	22,455,903.01	34,389,826.25	101,566,982.69

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: 09/16/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Alyssa Moore

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Engineering

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 10/01/2024

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

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

DECREASE 001-0375-508350 Training by \$4,000.00
DECREASE 001-0375-508050 Conference by \$3,000.00
DECREASE 001-0375-506890 GIS Software by \$2,000

INCREASE 001-0375-508010 Supplies by \$4,000.00
INCREASE 001-0375-508080 Auto Gas/Oil by \$3,000.00
INCREASE 001-0375-508190 Computer Equipment by \$2,000.00



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
001-0375-508350	Training	\$ 4,000.00
001-0375-508050	Conference	\$ 3,000.00
001-0375-506890	GIS Software	\$ 2,000.00
	TOTAL:	\$ 9,000.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0375-508010	Supplies	\$ 4,000.00
001-0375-580080	Auto	\$ 3,000.00
001-0375-508190	Computer Equipment	\$ 2,000.00
	TOTAL:	\$ 9,000.00

Alynn Anne
Signature
 Assistant Eng.

 09/11/2024
Date

 Director of Engineering
Department

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

APPROVED THIS _____ DAY OF _____, _____

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

REVIEWED BY COUNTY AUDITOR'S OFFICE: Patricia Bremer

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: 09/20/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Ashley Schleif

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: AgriLife

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 10/01/2024

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

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

DECREASE 001-0050-508050 Conference by \$400.00

INCREASE 001-0050-508430 4-H Travel by \$400.00

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: 09/19/24 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Lane Grayson

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: FM Pct 2

ADDRESS: _____

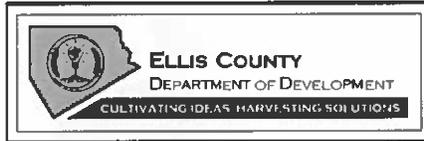
PREFERRED DATE TO BE PLACED ON AGENDA: 10/01/2024

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

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

DECREASE 010-0653-509150 FM2 Asphalt by \$45,000.00

INCREASE 010-0653-509090 FM2 Repairs/Parts by \$45,000.00



A.6
1.1-1.5
4.1

**Department of Development Agenda Items
Ellis County Commissioners' Court -
October 1, 2024
2:00 PM**

CONSENT AGENDA

Consent Item No. 1

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

REGULAR AGENDA

Agenda Item No. 1.1

Discussion, consideration, and action to release a performance bond for the proposed Greystone Estates Newstone Court cul-de-sac extension project. The ± 7.184-acre site is located ± 255 feet from the intersection of Newstone Court & Greystone Terrace, Midlothian, Road & Bridge Precinct No. 3.

Agenda Item No. 1.2

Discussion, consideration, and action to ratify staff action on a plat of 6 MTZ Bros on Hampel, Phase Two. The ± 1.362-acre site is located ± 580 feet northeast of the intersection of North I-45 Service Road and Hampel Road, situated in R. De La Pena Survey, Abstract No. 3, in the extraterritorial jurisdiction (ETJ) of the City of Palmer, Road and Bridge Precinct No. 1.

Agenda Item No. 1.3

Discussion, consideration, and action to ratify staff action on a plat of Country Ridge Farms, Lots 4-A1, 4-A2 & 6-A1, being a replat of Country Ridge Farms Lot 4A & 6A. The ± 33.304-acre site is located at the southwest intersection of Texas Drive and Palmyra Road, Palmer, Road and Bridge Precinct No. 1.

Agenda Item No. 1.4

Discussion, consideration, and action on the final plat of Josey's North Texas Cattle Company, Lot 1, Block A. The ± 18.441-acre site is located at the southeast corner of FM 308 & FM 66, situated in the E. Jackson Survey, Abstract No. 556, Grandview, Road & Bridge Precinct No. 3.

Agenda Item No. 1.5

Discussion, consideration, and action to ratify staff action on a plat of Morgan Creek Estates, Phase 4, Lot 23A, being a replat of Lot 23 Morgan Creek Estates Phase 4, to create one (1) lot for residential use. The ± 0.800-acre site is located ± 360 feet north of the intersection of Cattle Drive and Norell Rd Road, located in the extraterritorial jurisdiction (ETJ) of Midlothian, Road, and Bridge Precinct No. 4.

EXECUTIVE SESSION

MUD updates

Selinger vs. Ellis County (if needed)

ELLIS COUNTY COMMISSIONERS COURT		Court Date: October 1, 2024	
REPORTING DEPARTMENT: DoD			
AGENDA TYPE <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	DoD FINANCIAL REPORT AUGUST 2024 CONSENT AGENDA ITEM		

AGENDA CAPTION:
 Approval of the Department of Development's (DoD) monthly financial report for August 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 August 2024.

REVENUE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0000-202500	TCEQ Line Item	\$ 510.00
001-0060-400580	PWA (Permits)	\$ 27,000.00
001-0060-400720	Plats (Subdivisions)	\$ 2,874.00
001-0060-400940	Septic Fees	\$ 31,140.00
001-0060-406080	Misc. Fees	\$ 1,875.00
001-0921-406260	Recording Fees	\$ 495.00
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		\$ 63,894.00

EXPENSE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0060-506010	Travel Reimbursement	\$ 135.00
001-0060-507030	Telephone	\$ 345.95
001-0060-508010	Supplies	\$ 219.61
001-0060-508020	Equipment	\$ 19.30
001-0060-508050	Conference	\$ 595.00
001-0060-508060	Dues	\$ 0.00
001-0060-508080	Auto Gas	\$ 1,340.92
001-0060-508090	Auto Repairs	\$ 111.07
001-0060-508100	Auto Tires	\$ 0.00
001-0060-508190	Computer	\$ 16,532.80
001-0060-508210	Uniform	\$ 0.00
001-0060-508680	Contract Services	\$ 592.49
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		\$ 20,850.47

ELLIS COUNTY COMMISSIONERS COURT		October 1, 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	Greystone Estates Newstone Court cul-de-sac Performance Bond Release Pct. No. 3 AGENDA ITEM NO. 1.1		

CAPTION:
Discussion, consideration, and action to release a performance bond for the proposed Greystone Estates Newstone Court cul-de-sac extension project. The ± 7.184-acre site is located ± 255 feet from the intersection of Newstone Court & Greystone Terrace, Midlothian, Road & 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. 291025 & 291026

APPLICANT(s):

Greystone Creek Development Company, LLC

ATTACHMENTS:

- 1) Maintenance Bond
- 2) Draft Order

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- Greystone Estates is a private subdivision containing private roads that are privately maintained.
- The Commissioners Court approved a variance for the pavement width for Newstone Court on October 17, 2023 (Agenda Item No. 1.8).
- A replat of Lots 7R and 8R, Block A of Greystone Estates, was approved on June 27, 2023 (Inst. No. 2318633), dedicating the right of way for the extension.
- The applicant requests that the County release the following performance bond for the construction of the Newstone Court extension located within Greystone Estates:
 - Bond No. 381296M – in the amount of sixty-three thousand two hundred sixty-one dollars & 00/100 (\$63,261.00), issued by Ohio Farmers Insurance Company.
- As this is a private subdivision, no maintenance bond is not required.

FINAL ANALYSIS:

Staff recommends that the Commissioners’ Court proceed in the manner described below:

- **Approve** this request to **release Performance Bond No. 381296M** – in the amount of sixty-three thousand two hundred sixty-one dollars & 00/100 (\$63,261.00), issued by Ohio Farmers Insurance Company.

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 1st day of October 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, RELEASING PERFORMANCE BOND FOR THE CONSTRUCTION OF THE PROPOSED NEWSTONE COURT EXTENSION PROJECT WITHIN GREYSTONE ESTATES (PARCEL ID NO 291025 & 291026), AS SHOWN IN EXHIBIT A. THE ± 7.184-ACRE SITE IS LOCATED ± 255 FEET FROM THE INTERSECTION OF NEWSTONE COURT & GREYSTONE TERRACE, MIDLOTHIAN, ROAD & BRIDGE PRECINCT NO. 3., PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commissioners Court of Ellis County, Texas, adopted the "Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on August 22, 2023, pursuant to Minute Order 398.23, hereinafter referred to as "Development Regulations"; and,

WHEREAS, "Development Regulations," Section VII (A) (2) (Performance Guarantees) states, "Infrastructure is built according to the established regulations and any other required conditions set forth in the plat."; and,

WHEREAS, "Development Regulations," Section VII (B)(1) states, "Prior to construction and to ensure roads, streets, signs, and underground utilities and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations,"; and,

WHEREAS, "Development Regulations," Section VII (C) (3) states, "The bond or irrevocable letter of credit shall be executed by a surety company authorized to do business in the state of Texas, made payable to the County Judge of Ellis County, Texas or their successor in office";

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

SECTION 1. RELEASE OF BOND

- The Commissioners' Court finds that the infrastructure constructed for the Greystone Estates culdesac extension project has been built in accordance with the County's current adopted Development Regulations, and the infrastructure has been maintained, thereby satisfying the criteria outlined in Section VII (B) (3) (i) of the adopted Development Regulations. Ellis County Commissioners' Court releases Performance Bond No. 381296M – in the amount of sixty-three thousand two hundred sixty-one dollars & 00/100 (\$63,261.00) issued by the Ohio Farmers Insurance Company for the construction of the Greystone Estates culdesac extension project.

SECTION 2. 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 3. 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, and 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 4. 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 1ST DAY OF OCTOBER 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

PERFORMANCE BOND

Bond No. 381296M

THAT, Greystone Creek Development Co. LLC, (hereinafter called the Principal), as Principal, and, Ohio Farmers Insurance Company, (hereinafter called the Surety), a corporation organized under the laws of the State of Ohio licensed to do business in the State of Texas and admitted to write bonds, as Surety, in the State of Texas, are held and firmly bound unto Ellis County Judge Todd Little, or their successor(s) in office (hereinafter called the Oblige), in the amount of Sixty Three Thousand Two Hundred Sixty One Dollars Dollars (USD) (\$ 63,261.00), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that the roads and streets and drainage requirements for the subdivision known as Greystone Estates- Project No: C 3510-5-45 Control No. 3510-05-045 shall be constructed by Principal in accordance with the specifications and standards adopted by the Ellis County Commissioners' Court and within the time set by the Court, which is two (2) years from the below date of execution of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 232.004 of the Texas Local Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions, and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety, have signed and sealed this instrument this the 5th day of January, 2024 .

Greystone Creek Development Co. LLC

PRINCIPAL(S)

By [Signature]
ROBLE ABBOTT
PRINTED NAME

[Signature]
TITLE

Ohio Farmers Insurance Company
SURETY

By [Signature]
Brennan Williamson
PRINTED NAME

Attorney-in-Fact
TITLE





-97 010226 32 364397 Author: red magnis GIS@co.ellis.tx.us Date Printed: 5/23/2023 G:\GIS\Maps\Templates\Ellis County Layouts\11 DODDOD Case Location.mxd



REPORTING DEPARTMENT: *Department of Development (DoD)*

AGENDA TYPE

- Consent Agenda
- Regular Agenda
- Public Hearing

**6 MTZ Bros on Hampel, Phase Two
Pct. No. 1
AGENDA ITEM NO. 1.2**

CAPTION:

Discussion, consideration, and action to ratify staff action on a plat of 6 MTZ Bros on Hampel, Phase Two. The ± 1.362-acre site is located ± 580 feet northeast of the intersection of North I-45 Service Road and Hampel Road, situated in R. De La Pena Survey, Abstract No. 3, in the extraterritorial jurisdiction (ETJ) of the City of Palmer, Road and Bridge Precinct No. 1.

CASE TYPE:

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

PARCEL ID OR ADDRESS:

Parcel ID No. 178662

APPLICANT(s):

Ricardo & Phyllis Palacios,
Gorge Martinez

ATTACHMENTS:

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

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
Hampel Road	Local (60')	30 feet	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Rockett SUD	6 inches	09/04/2024

NOTICE REQUIREMENTS (if applicable):

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

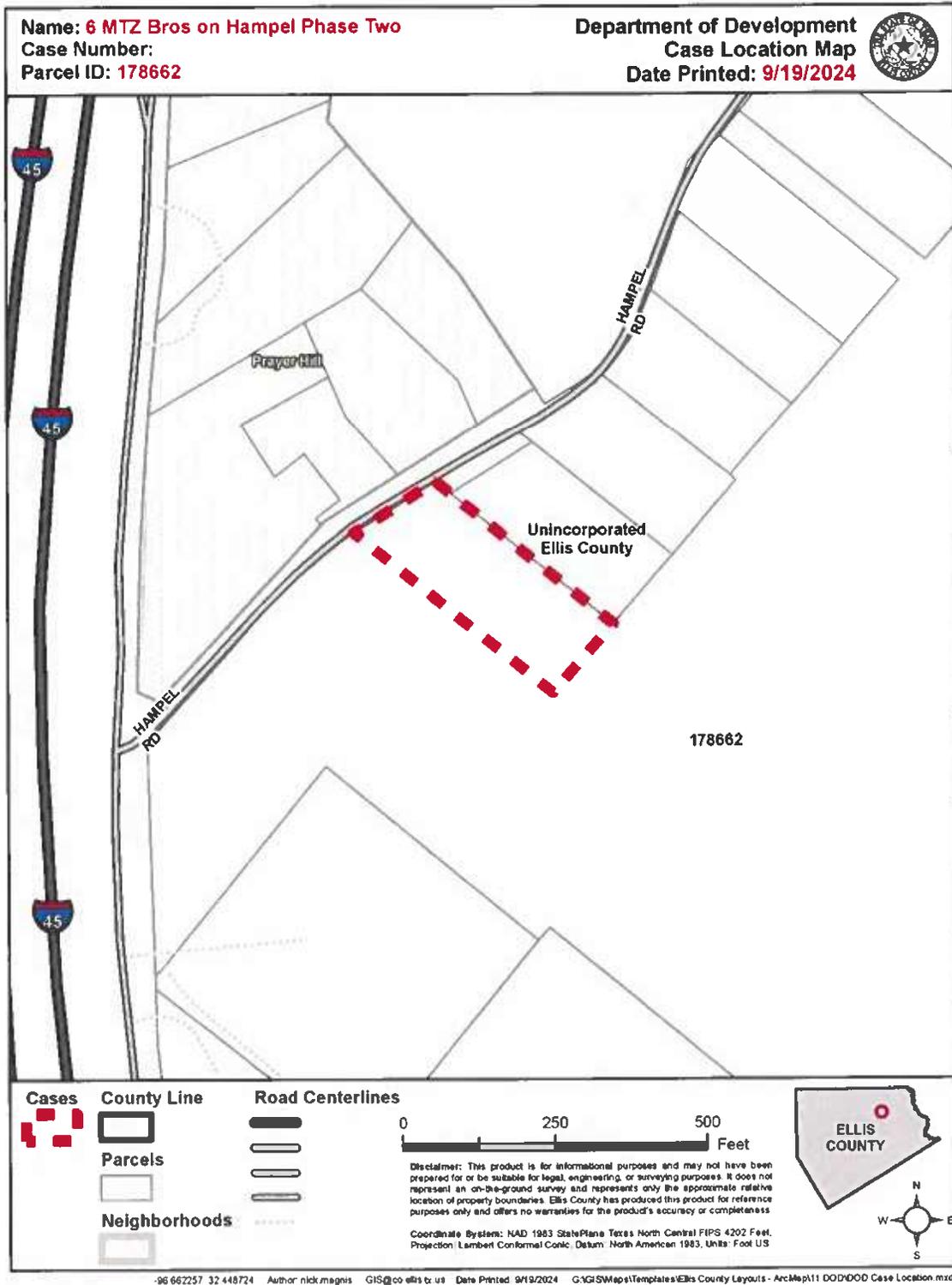
ANALYSIS:

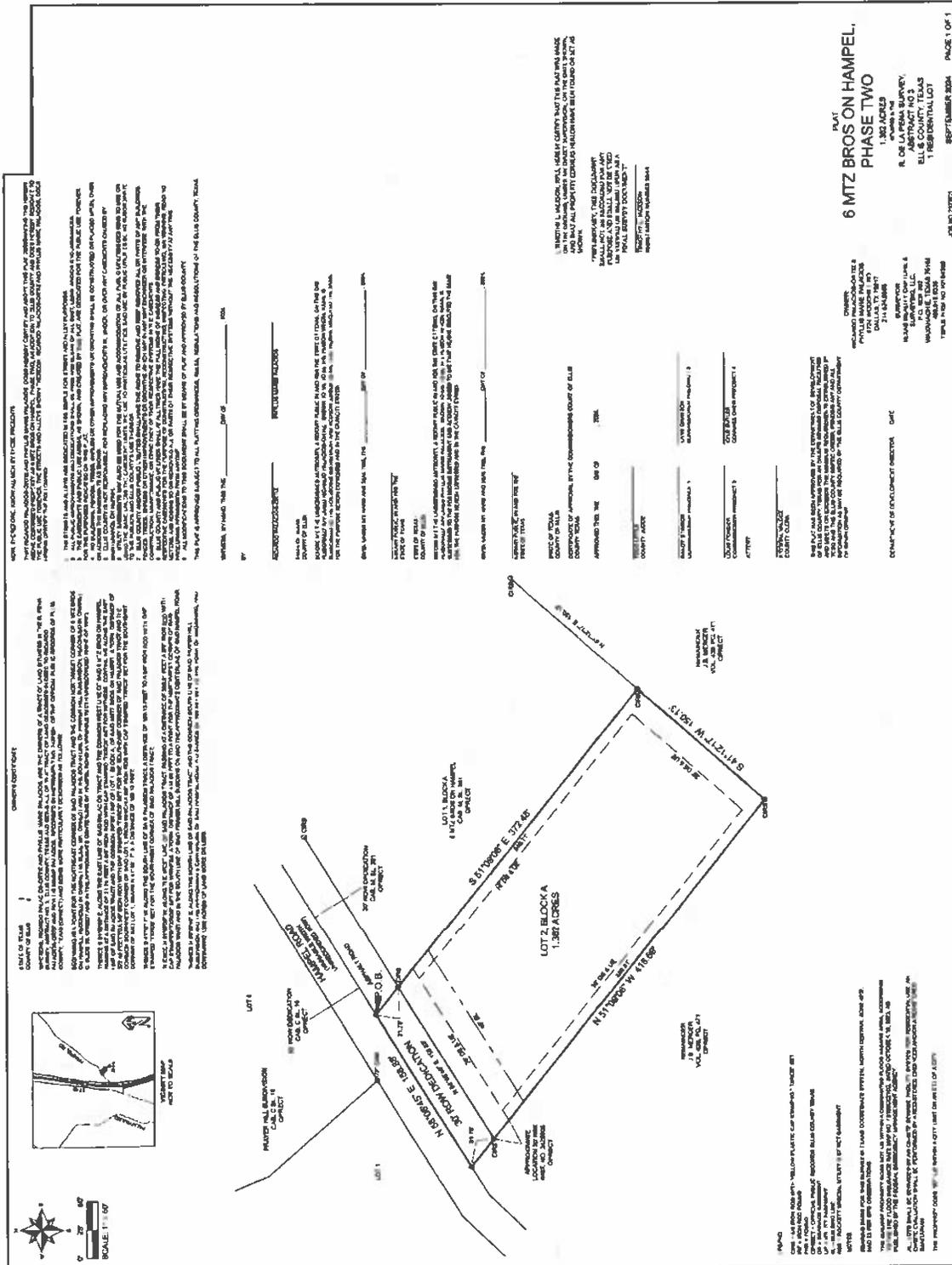
Staff reviewed this plat and deemed incomplete on the initial submittal on May 17, 2024, pending a completed water utility endorsement form from Rockett SUD.

Since then, the department has received the water utility endorsement form and **conditionally approved*** this plat based on the comments found within Attachment No. 3.

Since the email 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.





From: [Elsa Sieg](#)
To: [Jackson](#); [Tim](#); [Gorge Martinez](#)
Cc: [gabby.amy.conceits@hampel.com](#); [Sara Garcia](#); [Alberto Mares](#)
Subject: 6 MTZ Bros on Hampel Phase Two
Date: Thursday, September 19, 2024 4:45:00 PM
Attachments: [image002.png](#)

Good afternoon,

In reviewing the revised plat of 6 MTZ Bros on Hampel Phase Two, the following was noted for revision:

1. Add "in the ETJ of the City of Palmer" to the plat title block and plat drawing.

I am going to attempt to get this on the court agenda for October 1, 2024.

Please let me know if you have any questions.



Elsa M Sieg | Planner I
Ellis County Department of Development
109 South Jackson
Waxahachie, TX 75165
972-825-5200
Ellispermits.com

ELLIS COUNTY COMMISSIONERS COURT		October 1, 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	Country Ridge Farms Replat, Lots 4-A1, 4-A2 & 6-A1 Pct. No. 1 AGENDA ITEM NO. 1.3		

CAPTION:
 Discussion, consideration, and action to ratify staff action on a plat of Country Ridge Farms, Lots 4-A1, 4-A2 & 6-A1, being a replat of Country Ridge Farms Lot 4A & 6A. The ± 33.304-acre site is located at the southwest intersection of Texas Drive and Palmyra Road, Palmer, Road and Bridge Precinct No. 1.

CASE TYPE:

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

PARCEL ID OR ADDRESS:
 Parcel ID No. 149331 & 149333

APPLICANT(s):
 GM Land Development; Gorge Martinez

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 replat the property to create one additional lot and adjust the boundaries of an existing lot.
- The Commissioners' Court initially approved the plat of Country Ridge Farms on January 30, 1986.
- A fire hydrant is located within 450 ft. of this property.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

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

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Rockett SUD	6 inches	09/16/2024

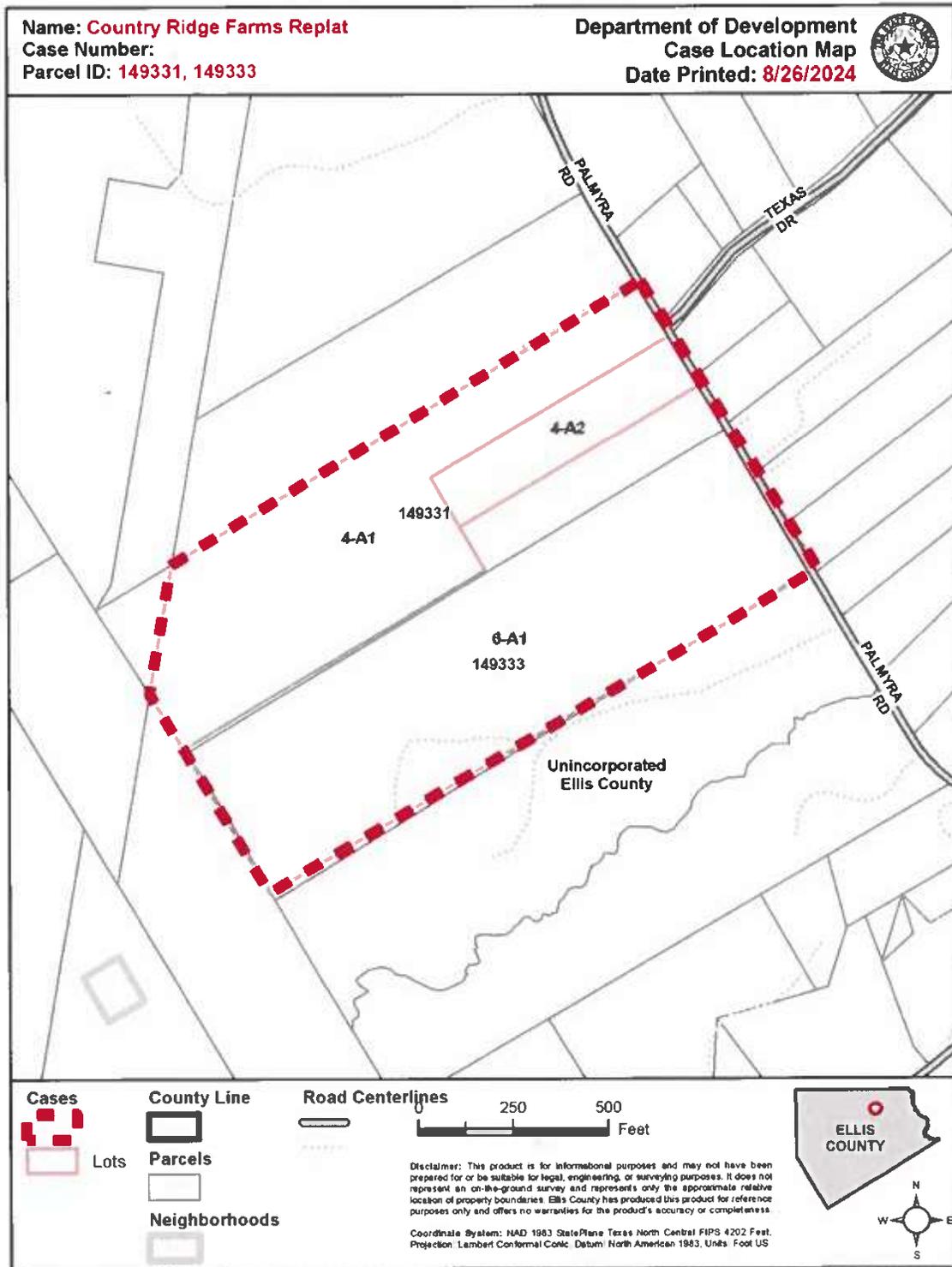
NOTICE REQUIREMENTS (if applicable):

NEWSPAPER	WEBSITE	SURROUNDING
8/28;9/4; 9/18	08/28	8 notices mailed 9/3

ANALYSIS:

Staff reviewed this plat and **conditionally approved*** the initial submittal on July 22, 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

July 22, 2024

GM Land Development LLC
Country Ridge Farms Replat
219 SW Main St
Ennis, TX 75119

Re: Plat Application Submission Action for Country Ridge Farms Replat (Parcel ID 164144, 224322 & 224321)

The Department of Development (DoD) received your plat application for Country Ridge Farms 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. Label the Point of Beginning.
2. The cross street should be Texas Dr., not Hillcrest

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		October 1, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Josey's North Texas Cattle Company 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 & action on the final plat of Josey's North Texas Cattle Company, Lot 1, Block A. The ± 18.441-acre site is located at the southeast corner of FM 308 & FM 66, situated in the E. Jackson Survey, Abstract No. 556, Grandview, Road & 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. 290980

APPLICANT(s):
 Josey's Contracting, LLC

ATTACHMENTS:

1) Plat
 2) Location Map

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- This plat was previously approved by the Commissioners' Court with conditions on October 3, 2023, as Josey's Cattle Company.
- Since then, the property owner has requested to change the name of the previously approved plat, as the former business name (Josey's Cattle Company) is already registered within Ellis County to another individual. The owner would like the plat and business name registration to match.
- The current plat reflects the court's previous condition of approval to reduce the plat from a 2-lot subdivision to a 1-lot subdivision to match the originally submitted utility endorsement form.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATED	COMPLIANCE
FM 308	Major (100'-120')	None; already an existing 120' ROW	Yes
FM 66	Minor (80'-100')	None; already an existing 80' ROW	Yes

Source: *Ellis County Thoroughfare Plan*

WATER SOURCE:

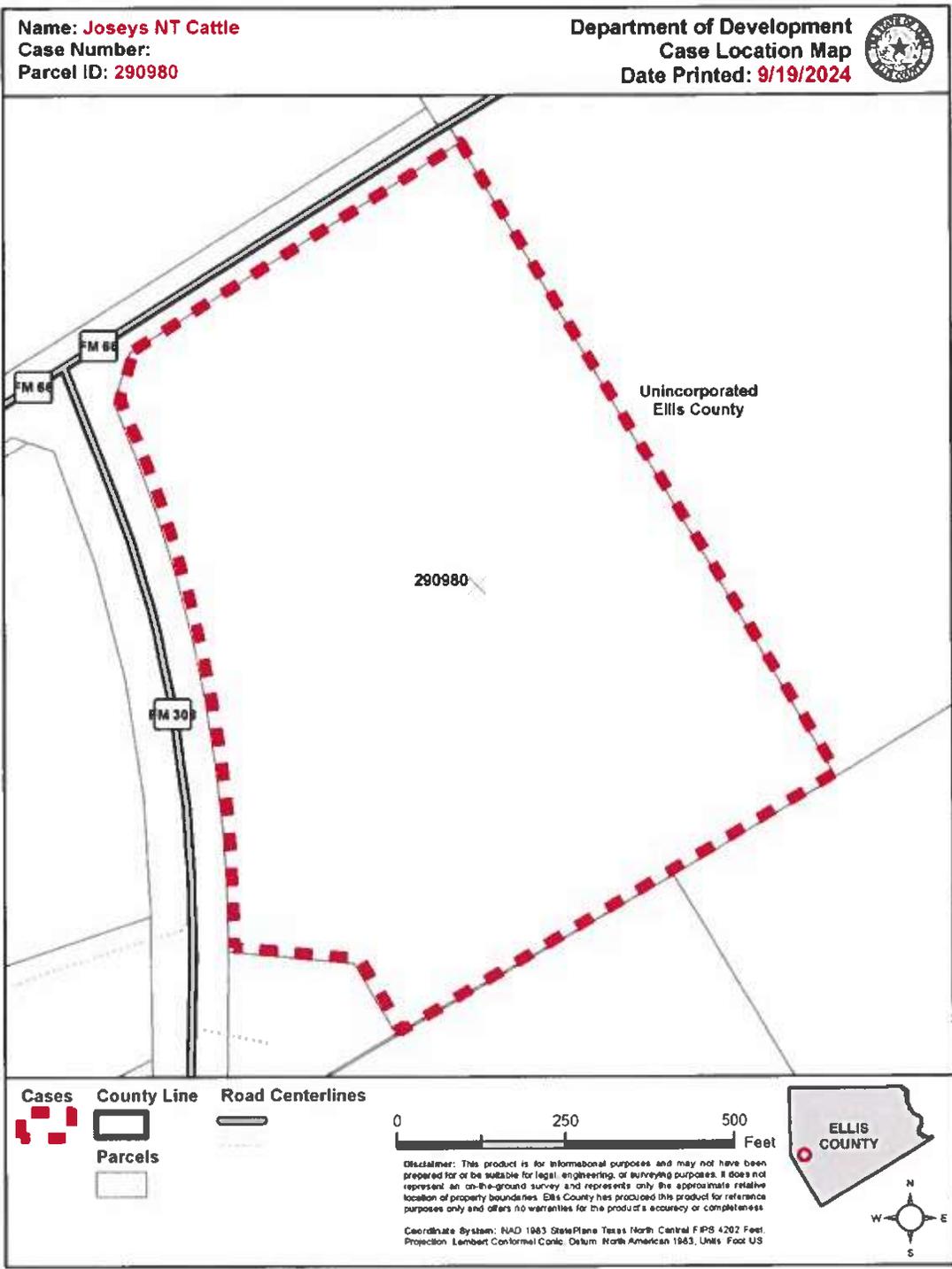
PROVIDER	LINE SIZE	AVAILABILITY CONFIRMED
Files Valley	4-inch	9/26/2023

NOTICE REQUIREMENTS (if applicable):

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

ANALYSIS:
 Upon reviewing the proposed plat, staff confirms that this plat application meets the County's current subdivision regulations and **conditionally approves** this plat, subject to the following conditions:

- 1) Update the plat with the most recent court approval block.



ELLIS COUNTY COMMISSIONERS COURT		October 1, 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	Morgan Creek Estates, Phase 4, Lot 23A Pct. No. 4 AGENDA ITEM NO. 1.5		

CAPTION:

Discussion, consideration, and action to ratify staff action on a plat of Morgan Creek Estates, Phase 4, Lot 23A, being a replat of Lot 23 Morgan Creek Estates Phase 4, to create one (1) lot for residential use. The ± 0.800-acre site is located ± 360 feet north of the intersection of Cattle Drive and Norell Road, located in the extra territorial jurisdiction (ETJ) of Midlothian, Road and Bridge Precinct No. 4.

CASE TYPE:

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

PARCEL ID OR ADDRESS:
Parcel ID No. 199219

APPLICANT(s):
Jose Juarez

ATTACHMENTS:

1) Location Map
2) Plat

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to plat the property to create one (1) residential lot.
- The Commissioners’ Court initially approved the plat of Morgan Creek Estates, Phase 4 on May 10, 1993, and approved a lot size variance on May 28, 2024 (Minute Order 276.24).
- The City of Midlothian approved this plat on August 22, 2024.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Norrell Road	Minor (80'-100')	15 feet	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Mountain Peak SUD	12 inches	07/22/2024

NOTICE REQUIREMENTS (if applicable):

NEWSPAPER	WEBSITE	SURROUNDING
08/28; 09/04; 09/18	8/26	2 notices mailed 09/03

ANALYSIS:

Staff reviewed this plat and **conditionally approved** the plat, pending payment of plat filing fees, providing an original TIA, and current tax certificates.

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



-97 038607 32 385885 Author nick magnis GIS@co.ellis.tx.us Date Printed 8/26/2024 G:\GIS\Maps\Templates\Ellis County Layouts - ArcMap111 DOD\000 Case Location.mxd

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: September 17, 2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: _____

DEPARTMENT OR ASSOCIATION: Purchasing Department

ADDRESS: 101 W Main St. Suite 102

PREFERRED DATE TO BE PLACED ON AGENDA: October 1, 2024

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

Discussion, consideration and approval for the County Judge to execute one (1) lease agreement with American National Leasing for one (1) 2024 Ford Explorer for Ellis County Constable PCT 4 in an amount of \$61,292.00.

ANLC
American National Leasing Company
 2732 Midwestern Pkwy.
 Wichita Falls, TX 76301
 (940) 397-2490

Governmental Lease Application

(PLEASE TYPE OR PRINT CLEARLY)

Fax completed application to: (940) 235-4190

(Please include copy of most current audited financials)

LESSEE: (Complete legal name of Governmental entity)

Company: ELLIS COUNTY				
Billing Address: 101 W. MAIN ST. STE#203				
City: WAXAHACHIE	County: ELLIS	State: TX	Zip: 75165	
Telephone No: (972) 825-5011	Fax No: ()			
Contact Name: ERIK TEST	Title:			
Type of Business: GOVERNMENTAL ENTITY	Yrs. In Business: yrs	Fed. Tax ID #: 75-6000935		
Check One: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership				

TRADE REFERENCES: (Two-year history of accounts with credit terms. Do not include C.O.D. accounts)

Name of Supplier:	Contact:	Phone: ()
Name of Supplier:	Contact:	Phone: ()
Name of Supplier:	Contact:	Phone: ()
Landlord:	Contact:	Phone: ()

ENTITY'S BANK REFERENCE:

CREDIT REFERENCE: Comparable lease or Loan history

Bank Name:	Creditor:
Checking Account #:	Account #:
Phone: ()	Date Opened: / /
	Phone: ()

VENDOR INFORMATION:

Vendor Name:	Contact:
Address:	
City:	State: Zip:
Phone: ()	Fax: ()

EQUIPMENT INFORMATION:

Total Amt. of Lease: \$61,292.00	Term: 48mo	Buyout Option: \$1.00
Equipment Location: If different from above County:		
Equipment Description: Mfg./Make/Model 2024 Ford Explorer		
☐ Sales Tax rate for location of equipment: SALES TAX EXEMPT-GOVERNMENT		

By providing the above information, I authorize you to whom this application is made or your agents to investigate my/our financial responsibility and creditworthiness and I/we will provide financial statements, tax returns, etc. as you deem necessary. I/we authorize you to update my/our credit profile from time to time in the future as you deem appropriate.

Applicant's Signature	Title	Date
-----------------------	-------	------

TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 3626C (the "Lease") between American National Leasing Company ("ANLC") and Ellis County (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to ANLC for the principal amount it financed) and an interest component (as interest to ANLC for making the financing available). The interest component is priced at a tax exempt interest rate.

The Governmental Entity hereby states for the benefit of ANLC as follows:

1. The Governmental Entity has not and will not fund any other tax exempt debt transaction within 15 days of the funding of the Lease.
2. The Governmental Entity will own and operate the property financed by the Lease.
3. The Governmental Entity will spend all of the money advanced by American National within no more than two weeks of the date the Lease is funded. None of these funds will be invested.
4. The Lease is not federally guaranteed.
5. The Lease is a privately placed bank loan and is not offered to the general public or a "public security" under Texas law.
6. There is no reserve fund or other specific fund established for payment of the Lease.
7. The proceeds of the Lease are not being used to reimburse the Governmental Entity for any previous expenditure made by it. The proceeds of the Lease will be paid immediately to the vendor of the property.
8. The Lease is hereby designated by the Governmental Entity as a "qualified tax exempt obligation" under Section 265(b)(3) of the Internal Revenue Code. The reasonably anticipated amount of tax exempt obligations to be issued by the Governmental Entity during the same calendar year in which the Lease is funded will not exceed \$10,000,000. Additionally, in calculating the \$10,000,000 the Governmental Entity is including all tax exempt debt issued by local development corporations or other entities issuing "on behalf of" the Governmental Entity except private activity bonds other than Section 501(c)(3) bonds.
9. The weighted average maturity of the Lease (meaning when it is approximately one-half paid off) does not exceed 120% of the useful life of the property being financed.

General Provisions

1. The Lease has been duly authorized by the governing body of the Governmental Entity at a meeting which the open meeting notice was posted regarding the Lease transaction, and at which a quorum was present.

2. There is no litigation pending regarding the Lease, or to the best of the knowledge of the Governmental Entity threatened in regard to the Lease.

3. Entering the Lease does not constitute an event of default or contravene any other agreement to which the Governmental Entity is a party.

4. The Governmental Entity has the ability to pay the Lease provided the duty to pay the Lease is subject to annual appropriation as set forth in the Lease documents.

5. The Governmental Entity will use the property for one of its essential purposes.

Signed as of this 1st Day of October, 2024.

Ellis County

By: _____
Todd Little
County Judge of Ellis County

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**
 ▶ Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Check box if Amended Return

Part I Reporting Authority

1 Issuer's name ELLIS COUNTY, TEXAS		2 Issuer's employer identification number (EIN) 7 5 6 0 0 0 9 3 5	
3 Number and street (or P.O. box if mail is not delivered to street address) 101 W MAIN ST. STE 203		Room/suite	
4 City, town, or post office, state, and ZIP code WAXAHACHIE, TEXAS 75165		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information TODD LITTLE, COUNTY JUDGE		7 Telephone number of officer or legal representative 972.825.5011	

Part II Description of Obligations Check one: a single issue or a consolidated return

8a Issue price of obligation(s) (see instructions)	8a	\$61,292	00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 10/1/2024			
9 Amount of the reported obligation(s) on line 8a that is:	9a	\$61,292	00
a For leases for vehicles	9b		
b For leases for office equipment	9c		
c For leases for real property	9d		
d For leases for other (see instructions)	9e		
e For bank loans for vehicles	9f		
f For bank loans for office equipment	9g		
g For bank loans for real property	9h		
h For bank loans for other (see instructions)	9i		
i Used to refund prior issue(s)	9j		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9k		
k Other			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input checked="" type="checkbox"/>			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>			
12 Vendor's or bank's name: AMERICAN NATIONAL LEASING CO.			
13 Vendor's or bank's employer identification number: 7 5 2 7 8 4 7 4 4			

Signature and Consent
 Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative: **TODD LITTLE, COUNTY JUDGE**
 Date: _____ Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

American National Leasing Company

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 3626C

LESSOR: **AMERICAN NATIONAL LEASING COMPANY**
 2732 Midwestern Parkway
 Wichita Falls, TX 76308

LESSEE: ELLIS COUNTY
 101 W MAIN ST STE 203
 WAXAHACHIE, TEXAS 75165
 (972) 825-5011

VENDORS: SEWELL FORD OF ODESSA
 4400 PARKS LEGADO RD
 ODESSA, TX 79765
 (432) 498-0421

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
G151318	1FM5K8ACXRGAS1318	2024 FORD EXPLORER UPFIT SEWELL BUYBOARD FEE	1	\$54,830.00 \$21,912.00 \$400.00
		SEWELL TOTAL:		\$77,142.00
		LESS DOWN PAYMENT:		(\$16,000.00)
		Document Fees:		\$150.00
		TOTAL CAPITALIZED COST:		\$61,292.00

mvlooe3626C- Ellis County
Lessee: Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	4	Base Lease Payment:	\$15,600.26
No. of Lease Payments:	4	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		Total Payment:	\$15,600.26
		Lease End Date:	OCTOBER 1, 2028

[END OF LEASE PURCHASE OPTION]

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1.00.

TERMS AND CONDITIONS

1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located at the above address of the Lessee and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other Lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.

2.) **COMPLETE AGREEMENT:** This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or statement made by any representative of the Lessor or Lessee shall be binding unless expressly stated herein. Whenever the word Lessor is used herein, it shall include both the original Lessor and all assignees of Lessor.

3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment.

4.) **MAINTENANCE:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER. Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.

5.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit A. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit A without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime +4% per annum.

6.) **LEASE TERM:** This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).

Lessee: Please Initial

7.) **OWNERSHIP; RETURN; PERSONAL PROPERTY:** Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof, and title thereto shall be immediately vested in Lessee; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest as allowed by law.

If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority (including a limited irrevocable power of attorney) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name.

8.) **PURCHASE OPTION:** If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever, and this Agreement shall terminate.

9.) **ASSIGNMENT:** Lessor may assign this Lease, and the assignee may reassign the same, without the consent of Lessee.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

10.) **LOSS; DAMAGE; INSURANCE:** As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney in fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.

Lessor and Lessee acknowledge that Lessor is only financing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

Lessee: Please Initial

11.) **USE; TAXES; INSPECTION AND CONDITION:** Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter; and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

12.) **EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:**

(a) **Events of Default.** In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of thirty (30) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may peaceably enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) **Remedies.** If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

(i) Lessee shall return the Equipment to Lessor as provided in Section 7.

(ii) Lessor may retain all Lease payments previously paid by Lessee.

(iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.

(iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.

(c) **Expense of Enforcement.** Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

13.) **NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

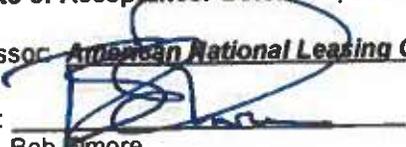
14.) **SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made.

Lessee: Please Initial

15.) SEVERABILITY: The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.
THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

Date of Acceptance: ~~October 1, 2024~~

Lessor: ~~American National Leasing Company~~

By: 
Bob Limore
President

Lessee(s): **ELLIS COUNTY**
101 W. MAIN ST, STE 203
WAXAHACHIE, TX 75165
Federal Tax ID #:75-6000935

By: _____
Todd Little
County Judge – Ellis County

LESSEE'S ACCEPTANCE

TO VENDOR (SEWELL FORD OF ODESSA) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

We as Lessee agree the above listed Equipment is satisfactory in every way, accepted by us and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

Lessee(s): **ELLIS COUNTY**
101 W. MAIN ST, STE 203
WAXAHACHIE, TX 75165
Federal Tax ID #:75-6000935

Date of Acceptance: **October 1, 2024**

By: _____
Todd Little
County Judge – Ellis County

Lessee: Please Initial

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
10/1/2024	\$16,000.00
10/1/2025	\$15,600.26
10/1/2026	\$15,600.26
10/1/2027	\$15,600.26
10/1/2028	\$15,600.26
10/1/2028	\$10,000.00

Lessee: Please Initial

Exhibit A

Purchase Option Price

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$1.00.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

(a) The remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus

(b) Accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

Lessee: Please Initial

ADDENDUM

The following is an addendum to Government Lease Purchase Agreement No. 3626C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

1. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, Lessor hereby verifies that Lessor and its employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
2. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, Lessor verifies that Lessor and Lessor's employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
3. Funds for payment of this contract have been provided through the Lessee's budget approved by Lessee 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 Lessee extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of Lessee 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 Lessee (1) fails to provide funding for this contract during the following fiscal year at Lessee, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Lessee may, upon giving the Lessor written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Lessee notifies Lessor in writing of such failure to fund and termination. Lessee shall return the Equipment to Lessor if all Lease payments are not made, at Lessee's expense. There shall be no recourse for Lessor 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.
4. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Lessee, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.
5.

To the extent, if any,

that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Texas Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Lessee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to Lessee whether or not the same are available to the public. It is further understood that Lessee its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Lessee, its officers and employees shall have no liability or obligations to Lessor

for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Lessee by Lessor in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

6. The parties agree that under the Constitution and laws of the State of Texas, Lessee cannot enter into an Agreement whereby Lessee agrees to indemnify or hold harmless any other party; therefore, all references of any kind to the Lessee indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted Tex. Const. Article XI § 7. Tex. Att'y Gen. Op. DM-467. Tex. Att'y Gen. Op. GA-0176.
7. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.
8. It is understood and agreed that each party shall have the status of an independent contractor under this Agreement and that nothing in this Agreement shall be construed as authorization for either party to act as agent for the other. Neither party shall incur any Liability for any act or failure to act by employees of the other party.
9. Nothing in this contract or terms and condition shall be construed as a waiver of sovereign immunity by Lessee; provided, Lessee agrees that in the event of a dispute between them Lessee shall return the Equipment to Lessor at Lessee's expense.

Signed this 1st day of October, 2024.

ELLIS COUNTY, TEXAS AS LESSEE

By: _____

County Judge of Ellis County

AMERICAN NATIONAL LEASING COMPANY
AS LESSOR

By:  _____

President

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: September 18, 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: October 1, 2024

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

Discussion, consideration and approval for the purchase of a Doosan DX190W-7 US-40 from R.B. Everett & Co., using BuyBoard Contract #685-022 in an amount of \$277,111.00 Commissioner, Pct. 1

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: September 24, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: _____

DEPARTMENT OR ASSOCIATION: Purchasing and Contracting

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

PREFERRED DATE TO BE PLACED ON AGENDA: October 1, 2024

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

Discussion, consideration and approval for the County Judge to execute a cooperative purchasing interlocal agreement with Equalis Group LLC (Equalis Group) in accordance with Local Government Code Chapter 271.



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of Sections 5, 6, 7, 8, and 9 hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section 14 will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information			
Agency Name:	Ellis County		
Agency Type:	Government - County		
Agency Department:	Other		
Street Address:	101 W. Main St., Suite 102		
City / St / Zip:	Waxahachie	TX	75165
Phone #:	972-825-5117		
Federal Tax ID:	1-75-6000935-3		
Website URL:	https://ellis.co.tx.us		

Primary Contact Information	
Name:	E.J. Harbin
Title:	Purchasing Agent
Phone #:	972-825-5117
Email:	ej.harbin@co.ellis.tx.us
Which contract(s) are you interested in?:	Various

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of Ellis County, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: _____

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.

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

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

Please fill out this form completely:

DATE: September 25, 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-October 1, 2024

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

Approval for the County Judge to execute contracts with Advanced Paving Acquisition Ltd dba Advanced Paving Company and Texas Materials Group, Inc. for RFB-2024-010-Pavement Rehabilitation and Resurfacing Services awarded September 17, 2024.

THE STATE OF TEXAS
COUNTY OF ELLIS

§
§
§

PAVEMENT REHABILITATION AND RESURFACING SERVICES

BETWEEN ELLIS COUNTY, TX and TEXAS MATERIALS GROUP, INC. - RFB NO. 2024-010

This Agreement ("Agreement") is made and entered into by and between Ellis County, Texas, ("County") a political subdivision of the State of Texas acting by and through the Ellis County Commissioners Court and TEXAS MATERIALS GROUP, INC. ("Contractor") with a place of business at 420 Decker Drive, Suite 200, Irving, TX 75062. Both County and Contractor may be referred to as "Party", or collectively as "Parties."

WHERE, County issued RFB No. 2024-010-Pavement Rehabilitation and Resurfacing Services ("RFB").

WHERE, Contractor responded to RFB; and

WHERE, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFB; 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 Pavement Rehabilitation and Resurfacing Services, and

WHERE, County has selected Contractor as the firm for County RFB No. 2024- 010 as the Lowest and Best bid to provide value to the County.

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: Specifications for Pavement Rehabilitation and Resurfacing Services.

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. CONTRACT TERM

The initial term of this Agreement shall be for one (1) year, 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 four (4) additional one (1) year periods.

If Ellis County exercises the right to renew the contract 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 establish an indefinite delivery/indefinite quantity contract to provide Pavement Rehabilitation and Resurfacing Services.

5. SCOPE OF SERVICES AND WORK

Contractor shall provide Pavement Rehabilitation and Resurfacing Services in accordance with the Specifications in Exhibit A: Specifications for Pavement Rehabilitation and Resurfacing Services.

6. PAYMENTS AND PRICING

6.1 PRICING AND WARRANTY PERIOD

DESCRIPTION	PRICE	MINIMUM QUANTITY	WARRANTY
Pulverize and Stabilize 24 lbs. per square yard and 2" Overlay	\$29.28/SY	½ mile or 500 tons annually	12 months
2" Overlay - Only	\$19.40/SY	½ mile or 500 tons annually	12 months
Cement Stabilization – 24 lbs. per square yard - Only	\$9.88/SY	½ mile or 500 tons annually	12 months
Lime instead of cement 24 lbs. per square yard	\$13.21/SY	½ mile	12 months
Backfill with onsite Material	\$2/LF	½ mile	N/A
Backfill with offsite Material	\$7/LF	½ mile	N/A
Grade Roadway Ditch	\$7/LF	½ mile	N/A
Haul off Excess Material	\$2.10/SY per inch	½ mile	N/A
Additional Base Material	\$5.15/SY per inch	½ mile	N/A
One Course Seal Coat	\$6/SY per course	½ mile	N/A
4" Sidewalk	\$15.50/SF	500 SF	12 months
Curb and Gutter	\$150/SY	50 LF	12 months
ASPPM or CPR Patching Material-FOB Plant	\$140/ton	N/A	N/A
2" Overlay Balanced Mix Design	\$19.40/SY	½ mile	18 months

- (a) Minimum quantities are per location/street. If minimum quantity is not met per item Texas Materials Group, Inc reserves right to charge a \$3,000 mobilization fee.
- (b) Warranty is limited to the depth and scope of our work. Anything damaged by other parties will not be covered under warranty.
- (c) 2 Inch Overlay Price can be prorated for additional depth. For example, 3" HMA Price would be \$29.10/SY.
- (d) Pricing includes equipment, labor and materials for all precinct locations.
- (e) All traffic control to be included.

6.2 Contractor will remit all invoices to Accounts Payable at the following email address:
Accounts.Payable@co.ellis.tx.us.

6.3 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.

6.4 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 Contractor 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 COUNTY, 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 COUNTY, 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 Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County:

- (a) Workers' Compensation – statutory (see TWCC rule 110.110)
 - (1) Employer's liability - \$500,000
- (b) Comprehensive Commercial General Liability:
 - (1) Bodily, Injury/Personal, & Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
 - (2) Property Damage - \$1,000,000 aggregate
- (c) Automobile liability
 - (1) Bodily injury - \$100,000 per accident or \$500,000 aggregate
 - (2) Property damage - \$100,000 each occurrence
- (d) Contractual liability - same limits as above
- (e) All Risk Cargo Insurance - \$2,000,000 aggregate
- (f) Crime Coverage - \$ 1,000,000 per occurrence

13.4 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 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 respondent.

13.5 Required Provisions: As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied. 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. The contractor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage. Each insurance policy to be furnished by successful offeror shall include, by endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Ellis County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

13.6 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.

13.7 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.

- 13.8 **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 302 N. Monroe Street, Suite 307, 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.
- 13.9 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.
- 13.10 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:
 - (1) Termination of this Agreement
 - (2) Demand on any bond, as applicable.
 - (3) 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
 - (4) 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 Any combination of the above in Section 13.11.

- 13.11 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.
- 13.12 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.
- 13.13 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.
- 13.14 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.
- 13.15 **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.
- 13.16 **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.

13.17 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.

13.18 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 County 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:

Texas Materials Group, Inc.
420 Decker Drive, Suite 200
Irving, TX 75062

Ellis County:

Ellis County Purchasing Agent
302 N. Monroe Street, Suite 307
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

38.1 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

39.1 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

40.1 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 _____ DAY OF _____, 2024.

ELLIS COUNTY

TEXAS MATERIALS GROUP, INC.

By: _____
Todd Little
Ellis County Judge

By: 
Title: Estimating Manager

ATTEST

By: _____
Krystal Valdez
Ellis County Clerk

EXHIBIT A

SPECIFICATIONS FOR

PAVEMENT REHABILITATION AND RESURFACING SERVICES

Scarifying and Processing Requirements: Roadways identified for rehabilitation shall be scarified and pulverized to the full depth of the existing base material or eight (8) inches, whichever is less.

The existing asphalt pavement shall be scarified and pulverized until a minimum of fifty-five (55) percent of the asphalt pavement passes the No. 4 sieve. The largest pieces in the pulverized mixture shall not exceed two (2) inches in size.

After the existing asphalt surface has been scarified and pulverized, the existing base material shall be scarified to the full depth of the existing base material or eight (8) inches, whichever is lesser.

The resulting mixture of asphalt and base materials shall be pulverized and thoroughly mixed so that at the completion of moist-mixing 100 percent by dry weight passes a one (1) inch sieve and a minimum of 80 percent passes a No. 4 sieve, exclusive of gravel or stone retained on these sieves. Old bituminous wearing surfaces shall be pulverized so that 100 percent pass a two (2) inch sieve.

Compaction and Finishing: The mixed material shall be compacted to at least 95 percent of Modified Proctor, ASTM D 1557 at or above optimum moisture content. At the start of compaction, the percentage of moisture in the mixture shall not be below or more than two (2) percentage points above the optimum moisture content. In no case shall the addition of water be such that the mixture becomes unstable during compaction and finishing. If the uncompacted pavement/base (stabilized) mixture is wetted by rain so that the average moisture content exceeds the tolerance given at the time of final compaction, the entire section shall be reconstructed in accordance with this specification at the sole expense of the Contractor.

Prior to the beginning of compaction, the mixture shall be in a loose condition for its full depth. The loose mixture shall then be uniformly compacted to the specified density within two (2) hours. After the mixture is compacted, water shall be uniformly applied as needed and thoroughly mixed in with a spike tooth harrow or equal. The surface shall then be reshaped to the required lines, grades, and cross-section and then lightly scarified to loosen any imprint left by the compacting or shaping equipment.

The resulting surface shall be rolled with a pneumatic roller and "tight-bladed" by a motor grader to a depth of approximately ¼ inch, moving all loosened mixture from the section. The surface shall then be thoroughly compacted with the pneumatic roller, adding moisture as needed. Surface finishing methods may vary from the above-described procedure, provided a dense uniform surface, free of loose material, is maintained at its specified optimum moisture during all finishing operations. Surface compaction and finishing operations shall proceed in such a manner as to produce, in not more than two (2) hours, a smooth, closely knit surface – free of cracks, ridges, or loose material, and conforming to the required pavement cross-section. A rough or "washboard" finished surface shall not be accepted.

The finished surface shall be at the width as designated by the County. For stabilized roadways, the stabilized material shall extend at least one (1) foot beyond the required pavement edge to aid

EXHIBIT A

in reducing pavement movements and cracking along the edge line due to seasonal moisture variations after construction.

Stabilization Process: If stabilization utilizing a Portland cement slurry is determined to be necessary by the County, the material shall be spread uniformly on the asphalt and base mixture at a minimum rate 28 pounds per square yard. This cement slurry shall be applied only to such an area that all operations can be continuous and completed in daylight and within six (6) hours of such application. The percentage of moisture in the base at the time of stabilization application shall not be in excess of that which will permit uniform and intimate mixture of pavement/base and stabilization material during dry-mixing operations, and it shall not exceed the specified optimum moisture content for the pavement/base mixture.

After the material has been applied, it shall be dry mixed with the pavement/base mixture. Mixing shall continue until the material has been sufficiently blended with the pavement/base mixture to prevent the formation of any clumps or "balls" when water is applied. Any mixture that has not been compacted and finished shall not remain undisturbed for more than 30 minutes. Immediately after the dry mixing is complete, water as necessary shall be uniformly applied and incorporated into the mixture. The pressurized equipment and the supply provided shall be adequate to ensure continuous application of the required amount of water to sections being processed within three (3) hours of the time of application of the Portland cement slurry. Proper care shall be exercised to always ensure proper moisture distribution. After the last increment of water has been added, mixing shall continue until a thorough and uniform mix has been obtained.

After a thorough and uniform mix has been obtained, refer to *Compaction and Finishing* section above.

Asphalt Emulsion Curing Membrane: After the roadway has been finished as specified above, it shall immediately be protected against rapid drying or curing by the application of 0.20 gallons per square yard (SY) of SS-1 type asphalt, which shall comply in all respects to Item 302.3.4 of the North Central Texas Council of Government (NCTCOG) Standards. Immediately prior to the application of the asphalt emulsion, the roadway section shall be wetted using pressure water distributors so that all voids in the roadway surface are filled with water but without free water standing on the surface. The asphalt emulsion cure shall be applied while this moisture condition exists so that undue asphalt penetration of the roadway surface shall be prevented while aiding in complete coverage by the application.

After a short curing stage (one to three days) and in order to help reduce the risk of shrinkage cracks forming in the cement-treated base materials, microcracking shall be performed through the application of several vibratory roller passes.

Should it be necessary for construction equipment or local traffic to pass over the section before the asphalt emulsion has dried enough to prevent pick-up, it shall be the responsibility of the Contractor to dust or sand the surface. The Contractor shall maintain the curing cover for a seven (7) day period after the initial application to insure a complete cure of the roadway.

If approved by the County, the use of other asphaltic emulsions may be used in lieu of the SS-1; however, a complete asphalt membrane cover must be obtained.

EXHIBIT A

Pavement Milling Machine and Process: The cold-milling machine shall be self-propelled, specifically designed to fully or partially remove existing asphaltic pavement to the desired depth, profile, cross slope and surface texture. The machine shall be equipped with a conveyor capable of removing the millings from the pavement and loading them directly into a truck. In addition, the machine shall be equipped with a means to effectively and efficiently control the dust generated by the milling operation.

The machine shall make sufficient passes so that the designated area is milled to the grades and cross sections indicated by the County. The milling shall proceed with care and in depth increments that will not damage the pavement below the specified depth. The Contractor will repair or replace, as directed by the County, items damaged during milling operations at the Contractor's expense.

The milled pavement surface shall be properly cleaned by sweeping after the milling operations.

Hot Mix Asphaltic Concrete (HMAC) Pavement Material and Placement: The materials used in executing the work shall comply with the requirements of Item 302.3, "Bituminous Materials," and Item 302.9, "Hot-Mix Asphaltic Pavement," of the NCTCOG Standards. The hot mix asphaltic concrete pavement furnished shall contain Performance Graded asphalt binder, PG 70-22, and shall be the Type specified in the Bid Proposal.

The equipment and methods used in executing the work shall comply with the requirements of Items 302.9.4 and 302.9.6 of the NCTCOG Standards, respectively.

All cuts into existing asphalt or concrete shall be neat, straight and true and comply with the requirements of Item 402.3, "Sawing," of the NCTCOG Standards.

The tack coat shall comply in all respects to Item 302.9.2.2.3 of the NCTCOG Standards. The application of a tack coat shall apply to each layer of HMAC before the next layer is applied and to any exposed concrete edges that shall abut any HMAC.

For overlays of existing streets, the street surface shall be cleaned of grass and weeds and shall be swept prior to placing the tack coat.

Testing: The County shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for by the County. The failure of the County to make any tests shall in no way relieve the Contractor of their responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the County may require for collecting and forwarding samples and shall not, without specific written permission of the County, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the County.

The contractor shall give the County designated inspector timely notice of readiness of the work for all required inspections, tests or approvals. The site must be ready for testing upon the Contractor's

EXHIBIT A

notification to the County representative. Should the site not be properly prepared for testing upon the arrival of the testing agent, any costs which are incurred will be borne solely by the Contractor.

Drainage: Contractor shall always maintain adequate drainage during construction. Changing of natural runoff flow locations or concentrating flows to a point of potential harm to adjacent properties shall not be permitted.

Storm Water Management: For projects in which the roadway is to be rehabilitated (i.e., scarified and pulverized) in which one (1) or more acres is disturbed, a Storm Water Pollution Prevention Plan (SWP3) is required by the Texas Commission on Environmental Quality (TCEQ) and shall be prepared by the Contractor. The plan shall show proposed measures to control pollutants in storm water discharges during and after construction activities. A section of the SWP3 shall contain a pollution/erosion control plan, signed and sealed by a Professional Engineer licensed in the State of Texas.

The SWP3 shall be kept at the job site for assessment by TCEQ inspectors at all times. The Contractor shall keep the SWP3 up-to-date and clearly indicate any and all changes made to the plan throughout construction activities. The SWP3 shall be submitted to the County for review and approval prior to the start of construction.

The SWP3 shall be implemented and maintained throughout the entire length of work. Should any pollution prevention measures fail, it shall be the responsibility of the Contractor to repair the failure immediately.

Traffic Control: All traffic control measures shall be in accordance with the most recent version of the Texas MUTCD. It shall be the Contractor's responsibility to ensure that proper safety practices and procedures are in place at all times during the work, including but not limited to the use of proper signage, barricades, cones, and flaggers. In addition, all vehicular equipment utilized in the work shall be equipped with proper flashers/lights/strobes that must be in operation during the work.

Due to the nature of this work, at no time can access along any roadways be restricted to adjacent residences or thru traffic. It shall be the contractor's responsibility to determine the means and methods of construction to address and adequately satisfy this requirement.

Construction Water: Construction water necessary to complete the work shall be provided by the Contractor. It shall be the Contractor's responsibility to complete a fire hydrant meter rental application and pay the required refundable deposit to the County prior to taking any water.

Protection of the Public: The Contractor shall at all times conduct the work in such a manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work shall be the direct responsibility of the Contractor and shall be performed at their entire expense.

Materials placed on site or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.

EXHIBIT A

The County reserves the right to remedy any neglect on the part of the Contractor as regards public convenience and safety which may come to its attention. The cost of such work done, or material furnished by the County shall be deducted from monies due or to become due to the Contractor.

Protection of Existing Facilities: It shall be the Contractor's responsibility to repair to the satisfaction of the County any damage done to manholes, cleanouts, and valves, other public appurtenances located in the roadway or any structures or facilities adjacent to the roadway which are damaged by the Contractor during the construction process. No payment shall be made for these repairs.

Cleanup: It is the intent of these requirements that an adequate cleanup job be performed by the Contractor throughout the construction process. Before work is accepted by the County, all rocks, stones, asphalt, base material, and other construction debris shall be removed and properly disposed of by the Contractor.

Final Inspection: The County will make a final inspection of all work as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable at the time of such inspection, the Contractor will be informed by the County as to the particular defects to be remedied before final acceptance is made.

Services Warranty: Contractor warrants that:

- (a) Services will be performed in a timely, efficient, and professional manner; and,
- (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and
- (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty").

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: September 25, 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-October 1, 2024

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

Approval for the County Judge to execute approved contracts with J&K Excavation, LLC and Sanders Creek Construction, LLC for RFB-2024-011-Hourly Rates for Bridge and Headwall Repair awarded September 17, 2024.

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

Please fill out this form completely:

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

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 201, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: October 1st 2024

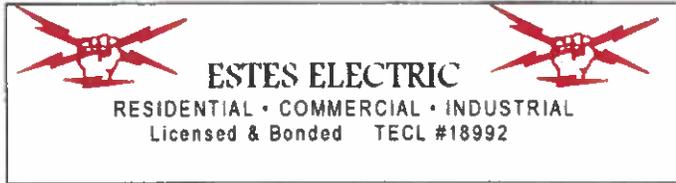
DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration, and approval of Change Order #35 for the Ellis County Central Project for the construction of a new service drive lane, dumpster enclosure, and walk-way to be completed by Rogers-O'Brien in an amount of \$161,481.00.

*

County Attorney Approval

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>
Labor			
Concrete Labor	480	\$ 47.50	\$ 22,800.00
Rebar Labor per ton	1.78	\$ 550.00	\$ 979.00
Supervision	48	\$ 65.00	\$ 3,120.00
Labor Subtotal			\$ 26,899.00
Materials			
Rebar (tons)	1.78	\$ 1,565.00	\$ 2,786.20
Concrete (CUYards)	70	\$ 178.00	\$ 12,460.00
Pump	1	\$ 6,000.00	\$ 6,000.00
Piers	1	\$ 16,850.00	\$ 16,850.00
Misc Materials	1	\$ 2,000.00	\$ 2,000.00
Material Subtotal			\$ 40,096.20
Equipment			
Backhoe	2	\$ 422.50	\$ 845.00
Skidsteer	2	\$ 320.00	\$ 640.00
Equipment Subtotal			\$ 1,485.00
Total			\$ 68,480.20



CHANGE ORDER

CONTRACTOR:

ROGERS-O'BRIEN CONSTRUCTION
 1901 REGAL ROW
 DALLAS, TX 75235

CO # 31

DATE 7/31/2024

PROJECT:

ELLIS COUNTY ANNEX
 302 MONROE ST
 WAXAHACHIE, TX 75165
 USA

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
2		ADDING ADDITIONAL L1 FIXTURES AND 50 LINEAR FEET FOR POWER	\$ 5,218.26	\$ 10,437.00

Note: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price	\$ 10,437.00
Previous Contract Amount	\$ 1,294,493.46
Revised Contract Total	\$ 1,299,711.72

GARY ESTES 7/31/2024
 GARY ESTES Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature _____
 Date of Acceptance _____

Job ID: JOB-0285
 Project: ANNEX L1 change order



Bid Brief Form Report

30 Jul 2024 16:39:07

Tax Rate status: Default Bid Name: Base Bid Bid Template: BASIC (EXPANDED O&P)

<u>Description</u>	<u>Amount</u>	<u>Subtotal</u>
Material		
Estimated Material	130.35	
Material Adjustment	0.00	
Material Total:		130.35
Labor		
Direct Labor Hours	26.89	
Labor Dollars	1,364.55	
Indirect Labor	159.50	
Labor Escalation	0.00	
Labor Adjustments	0.00	
Labor Total:		1,524.05
Quotes		
FIXTURES		
Parrish-Hare Supply	2,366.55	
FIXTURES Total:	2,366.55	
Quote Adjustments	0.00	
Quotes Total:		2,366.55
Equipment		
DITCH WITCH		
[no vendor name]	580.00	
DITCH WITCH Total:	580.00	
Equipment Adjustments	0.00	
Equipment Total:		580.00
Direct Job Costs		
Estimated DJC	104.58	
DJC Adjustments	0.00	
Direct Job Costs Total:		104.58
Taxes		
Material Tax (0.0000%)	0.00	
Quote Tax (0.0000%)	0.00	
Labor Tax (0.0000%)	0.00	
Equipment Tax (8.2500%)	47.85	
SubContract Tax (0.0000%)	0.00	
Taxes Total:		47.85
Pre-Overhead and Profit Subtotal:		4,753.38

Overhead

Material Overhead (0.00% markup)	0.00
Quotes Overhead (0.00% markup)	0.00
Labor Overhead (0.00% markup)	0.00
Equipment Overhead (0.00% markup)	0.00
SubContracts Overhead (0.00% markup)	0.00
DJC Overhead (0.00% markup)	0.00

Overhead Total: 0.00

Profit

Material Profit (10.00% markup)	13.03
Quotes Profit (10.00% markup)	236.66
Labor Profit (10.00% markup)	152.41
Equipment Profit (10.00% markup)	62.78
SubContracts Profit (0.00% markup)	0.00
DJC Profit (0.00% markup)	0.00

Profit Total: 464.88

Miscellaneous

Job Tax (0.00%)	0.00
Bond (0.00%)	0.00

Miscellaneous Total: 0.00

Bid Total: 5,218.26

Job ID: JOB-0285
 Project: ANNEX L1 change order



Bid Summary Report

30 Jul 2024 16:39:59

Tax Rate status: Default

Bid Name: Base Bid

Bid Template: BASIC (EXPANDED O&P)

Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	FIXTURES	2,366.55	0.00	0.00	0.00	5.35
	SITE UTILITIES	0.00	130.35	0.00	0.00	21.54
	EQUIPMENT	0.00	0.00	580.00	0.00	0.00
Sheet Totals:		2,366.55	130.35	580.00	0.00	26.89
Tax:		0.00	0.00	47.85	0.00	

Bid Notes:

TAX RATES

Material:	0.0000%
Quote:	0.0000%
Labor:	0.0000%
Equipment:	8.2500%
Subcontract:	0.0000%
Job:	0.0000%

MISCELLANEOUS

Avg. Lbr. Rate (Cost):	50.75
Avg. Lbr. Rate (Bid):	55.83
Total Square Feet:	1.00
Cost Per Sq. Ft.:	5,218.26
Labor \$ Per Sq. Ft.:	1,364.55
Labor Hrs Per Sq. Ft.:	26.89
Quantity of Units:	1.00
Cost Per Unit:	5,218.26
Calc. Adjustment:	0.00%

Sub Total (Quo/Mat/Equip/Sub):

	3,076.90
Sales Tax:	47.85
Sub Total:	3,124.75

Direct Labor \$:	1,364.55
Indirect Labor \$:	159.50
Labor Escalation:	0.00
Labor Tax:	0.00
Direct Job Costs (2.00%):	104.58

Prime Cost:	4,753.38
Overhead (Avg. 0.00%):	0.00
Net Cost:	4,753.38

Profit (Avg. 9.78%):	464.88
Job Tax:	0.00
Bond (0.0000%):	0.00
Lump Sum:	0.00
Selling Price:	5,218.26

LABOR ADJUST										
ESTIMATED HOURS	ELECTRICAL	MACHINE OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	26.89	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	26.89	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	26.89	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	26.89	--	--	--	--	--	--	--	--	--

TOTAL ADJUSTED LABOR HOURS: 26.89

DIRECT LABOR						
Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	JOURNEYMEN	REGULAR	1	\$58.00	13.44	\$779.74
	APPRENTICE 1	REGULAR	1	\$43.50	13.44	\$584.81

AVERAGE DIRECT LABOR RATE: \$50.75

TOTAL DIRECT LABOR: \$1,364.55

INDIRECT LABOR			
Labor Description	Hours	Rate	Ext \$
ESTIMATING	2.00	79.75	159.50

TOTAL INDIRECT LABOR: \$159.50

DIRECT LABOR TOTAL:	1,364.55
INDIRECT LABOR TOTAL:	159.50
LABOR ESCALATION:	0.00
LABOR \$ ADJUSTMENT:	0.00
LABOR TAX:	0.00
LABOR TOTAL:	\$1,524.05

MATERIAL:	130.35
MATERIAL ESCALATION:	0.00
MATERIAL ADJUSTMENT:	0.00
MATERIAL TAX:	0.00
MATERIAL TOTAL:	\$130.35

QUOTES		
Component	Vendor	Amount
FIXTURES	MATERIAL 1	2,366.55

QUOTED MATERIAL:	2,366.55
ADJUSTMENT:	0.00
QUOTE TAX:	0.00
QUOTED MATERIAL TOTAL:	\$2,366.55

SUBCONTRACTS		
Component	Vendor	Amount

SUBCONTRACTS:	0.00
ADJUSTMENT:	0.00
SUBCONTRACT TAX:	0.00
SUBCONTRACTS TOTAL:	\$0.00

EQUIPMENT		
Component	Vendor	Amount
DITCH WITCH		580.00

EQUIPMENT:	580.00
ADJUSTMENT:	0.00
EQUIPMENT TAX:	47.85
EQUIPMENT TOTAL:	\$627.85

DIRECT JOB COSTS	
Description	Dollars
EQUIPMENT DEPRECIATION	27.29
TOOLS EXPENDABLE	27.29
MISC FEES	50.00

DIRECT JOB COSTS:	104.58
ADJUSTMENT:	0.00
TOTAL DIRECT JOB COSTS:	\$104.58
JOB COST w/NO OVERHEAD:	\$4,753.38

OVERHEAD	
MATERIAL OVERHEAD:(0% markup)	0.00
QUOTES OVERHEAD:(0% markup)	0.00
LABOR OVERHEAD:(0% markup)	0.00
SUBCONTRACTS OVERHEAD:(0% markup)	0.00
EQUIPMENT OVERHEAD:(0% markup)	0.00
DJC OVERHEAD:(0% markup)	0.00

TOTAL OVERHEAD:	\$0.00
JOB COST w/OVERHEAD:	\$4,753.38

PROFIT	
MATERIAL PROFIT:(10% markup)	13.03
QUOTES PROFIT:(10% markup)	236.66
LABOR PROFIT:(10% markup)	152.41
SUBCONTRACTS PROFIT:(0% markup)	0.00
EQUIPMENT PROFIT:(10% markup)	62.79
DJC PROFIT:(0% markup)	0.00

TOTAL PROFIT: \$464.88

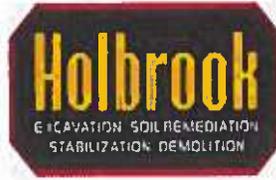
MISCELLANEOUS	
JOB TAX:	0.00
BOND:	0.00

MISCELLANEOUS TOTAL: \$0.00

LUMP SUM	
LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00

LUMP SUM TOTAL: \$0.00

BID TOTAL: \$5,218.26



The Holbrook Company, Inc.
3430 High Prairie Road
Grand Prairie, TX 75050-4225
972.399.0007 office
972.399.0008 fax
www.theholbrookcompany.com

Date: 1 May 2024

Change order: co6341e

Rogers-O'Brien Construction
1991 Regal Row
Dallas, TX 75235
Tel (214) 962-3000
Attention: Camron Thomas

Ellis County Central Building
315 N. Rogers St.
Waxahachie, TX

Pricing for additional work required to provide excavation and grading for the east parking lot.				
Quantity	Unit	Description	Unit price	Total
55	tcy	import common	\$17.50	\$963.00
33	hour	bobcat w/operator	\$140.00	\$4,620.00
33	hour	laborer	\$41.00	\$1,353.00
10	hour	trench roller	\$135.00	\$1,350.00
2	ls	small tractor mobilization	\$900.00	\$1,800.00

Subtotal:	\$10,086.00
Overhead at 10%:	\$1,009.00
Subtotal:	\$11,095.00
Profit at 10%:	\$1,110.00
Total for this change order:	<u>\$12,205.00</u>



PCO#16 PR23 hardscape

Rev 1

Date: September 7, 2024
Job Name: Ellis County Central
Location: Waxahachie, TX

2023-070

Qty	Unit	Description	Unit Price	Total Price
Added Items				
60	EA	Site Rail - Fabricate and install 60'-0" linear foot of two strand ramp rail at 3'-0" high. Posts and rails to be P1-1/2" sch40 pipe at 4'-0" on center with no infill. Posts anchored in 3"x6" core holes and cast in place. Finish to be hot dip galvanized. Excludes coring pavers. Excludes color match grout or PVC sleeves.	\$ 149.21	\$ 8,952.47
1	LS	Light pole bases, same as the previous batch fabricated and supplied. Qty 2 light pole bases. Designed around 3" OD tube for light pole per data. Quoted as 18" corrugated for availability. With base plate and guide plates for pole. Galvanized corugated pipe 18 with plates welded to and cold galvanized after welding. Supplied to GC by others.	\$ 2,299.00	\$ 2,299.00
1	PR	Dumpster Gates , Fabricated and installed with hot dip galvanized finish only. Posts supplied to GC for cast in 6x6x1/4 tube. Tube steel post with angle bracket to anchor to wall. All square tube frame with inset angles for 1-1/2" B deck inset on angle (vertical) . Excluding trim for decking. Includes Casters, cane bolt, simple HD latches. Mounted with sealed hinges and touch up with cold galv.	\$ 15,128.39	\$ 15,128.39
4	EA	Bollards, Fabricated and installed without dome or fill. Bolt down style, 42" height AFF 4" schedule 40 pipe. Installed with hot dip galvanized finish only. Prep, prime and paint by others. (4) 1/2" x 5.5" galvanized simpson wedge anchors each on 3/8" base plate. Excludes concrete fill and dome.	\$ 489.67	\$ 1,958.66
			Total	\$ 28,338.52
			Tax	Exempt
Includes: All material, labor, and equipment to provide scope as outlined above; Shop Drawings.				
Qty's to be Confirmed				
Excludes: All fees, permits, bonding, engineering, testing, inspection.				
Notes:				
1.) Demolition, opening and sealing of adjacent finishes, roofing, conditions by others.				
2.) Engineering, calculations & stamps submittals are not included. Engineering by others.				
3.) Removal, replacement and application of fireproofing is not included, by others.				
4.) Any Changes due to engineering requirements with adjust				



PCO#16 Breakdown

Date: 9/10/2024 Job # Rev 1

524 E. Hazelwood
Princeton, TX 75407
Office: 214-802-9400
Fax: 866-469-3613

Job Name: Ellis County Central

Location:

Delivered To:

Via:

Customer Order Number:

Sold By	Cash	C.O.D.	Charge	On Account	MDSE	Paid Out

Work Description

Add 60' railing, add dumpster gate pair, add 2 light pole bases, add bolt down bollards per PR23

Qty	Unit	Labor/Material/Equipment Costs	Unit Price	Total Price
40.00	Hrs	Field Helper	\$ 46.00	\$ 1,840.00
40.00	Hrs	Field Welder/Installer	\$ 54.63	\$ 2,185.20
24.00	Hrs	Shop Welder/Installer	\$ 51.75	\$ 1,242.00
28.00	Hrs	Shop Laborer	\$ 41.40	\$ 1,159.20
80.00	Hrs	Foreman	\$ 57.50	\$ 4,600.00
5.00	Hrs	Shop Speciality-Break Press-Laser-Plasma	\$ 143.75	\$ 718.75
	Hrs	APM	\$ 57.50	\$ -
	Hrs	Estimating	\$ 86.25	\$ -
	Hrs	Site Supervision-Supt	\$ 77.63	\$ -
	Hrs	PM	\$ 82.80	\$ -
38.00	Hrs	Detailing	\$ 82.80	\$ 3,146.40
	Hrs	OT Rate 1.5 times of Reg Time Plus 5%		\$ -
		Additional Materials		
1.00		hardware - bolts and, deck for gates hinges etc, grout	\$ 3,034.00	\$ 3,034.00
1.00		materials	\$ 2,175.00	\$ 2,175.00
1.00		galvanizing	\$ 2,739.74	\$ 2,739.74
1.00		rental equipment	\$ 862.00	\$ 862.00
		Craine/Lifts as Needed		
80		Consumables \$/hr	\$ 5.75	\$ 460.00
80		Welders \$/hr	\$ 20.00	\$ 1,600.00
		Generators	\$ -	\$ -
		All Shop Equipment -Tools Based On Current Rental Rates		
		Hand Tools, Impacts, Drills	\$ -	\$ -
		Subject of changes	\$ -	\$ -
	LS	Supt Mobilization	\$ 200.00	\$ -
	LS	Mob	\$ 200.00	\$ -
		Sub-Total		\$ 25,762.29
		P&OH 10%		\$ 2,576.23
		Sub-Total		\$ 28,338.52
		Material TAX	Exempt	\$ -
		Includes: All labor, material, equipment use outlined above.		
		Excludes: All fees, permits, bonding, engineering.		
		ALL Claims and Returned Goods MUST be Accompanied by THIS BILL		

Received By:		Total	\$ 28,338.52
--------------	--	--------------	---------------------

WORK ORDER RATES

Description of Work Performed:

Block and brick at dumpster enclosure - Revised to include cast stone cap



Date: 9.24.2024

Project Name: Ellis County

Project #

LABOR

H o u r R a t e

Total Hours Worked

TITLE	STD RATE	OT	PREMIUM	HOURS	OT	PREM	Total
Mason	\$30.00	\$45.00	\$15.00	200	0	0	\$6,000.00
Helper	\$22.00	\$33.00	\$11.00	180	0	0	\$3,960.00
Supervisor	\$32.00	\$48.00	\$16.00	50	0	0	\$1600.00

Sub Total	\$11,560.00
Job Burden 36.5%	\$4,219.40
CCIP Credit if applicable -5%	\$0.00
Labor Total	\$15,779.40

MATERIALS/EQUIPMENT

DESCRIPTION	COUNT	PRICE PER UNIT	Total
Brick	2498	\$1.07	\$2,672.86
CMU	310	\$2.55	\$790.50
Rebar	205	\$3.26	\$668.30
Mortar	114	\$11.50	\$1,311.00
Brick Accessories	270	\$10.00	\$2,700.00
Cast Stone	42	\$23.50	\$987.00
			\$0.00

Sub Total	\$9,129.66
Tax 8.25%	\$0.00
Material Total	\$9,129.66

SUB TOTAL	\$24,909.06
OH 10%	\$2,490.91
PROFIT 0%	\$0.00
TOTAL	\$27,399.97

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 9/24/24 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: TODD LITTLE

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

DEPARTMENT OR ASSOCIATION: COUNTY JUDGE

ADDRESS: 101 WEST MAIN STREET

PREFERRED DATE TO BE PLACED ON AGENDA: 10/1/24

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

CONSENT AGENDA ITEM--
DISCUSSION, CONSIDERATION, AND APPROVAL TO AWARD \$50,000.00 TO THE HEIGHTS ELLIS COUNTY FAMILY RESOURCES PROGRAM FOR THE FY24 YEARLY CONTRIBUTION.

The Heights - Ellis County Family Resources

2330 W. FM 875
Midlothian, TX 76065 US
+1 8729218777
jay@theheightselliscounty.org



INVOICE

BILL TO
Ellis County

INVOICE 2567
DATE 8/27/2024
TERMS Due on receipt
DUE DATE

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Public Funding	2024 Annual Payment For Domestic Violence Direct Services	1	50,000.00	50,000.00
BALANCE DUE				\$50,000.00

001-0140-508660
Non Dept /Community Support
FY 24

RECEIVED
SEP 23 2024
ELLIS COUNTY
AUDITOR

COMMISSIONERS COURT AGENDA REQUEST

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

DEPARTMENT OR ASSOCIATION: COUNTY JUDGE

ADDRESS: 101 WEST MAIN STREET

PREFERRED DATE TO BE PLACED ON AGENDA: 10/1/24

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):
DISCUSSION, CONSIDERATION, AND APPROVAL FOR THE COUNTY JUDGE TO SIGN A CONTRACT WITH ELLIS COUNTY WOMAN'S BUILDING IN THE AMOUNT OF \$200.00 PER MONTH.

CONTRACT FOR MAINTENANCE AND SERVICES TO THE COUNTY

STATE OF TEXAS

§

COUNTY OF ELLIS

§

§

This contract and agreement entered into and covering the time period detailed below between Ellis County, Texas (hereinafter referred to as the “County”) and the Board of Trustees for the Ellis County Woman’s Building (hereinafter referred to as the “Board”) provides as follows:

Whereas, The Board has been designated as the custodian of the Ellis County Women’s Building (hereinafter referred to as “**The Woman’s Building**”) established in 1925 by Quincy Davis Getzendaner to serve the City of Waxahachie and the residents of Ellis County.

Whereas, Ms. Getzendaner generously deeded her family’s land for the purpose of promoting the civic betterment of the residents of Ellis County. This was accomplished through the establishment of a rest room for rural ladies who came to town on market days and included an auditorium suitable for an art hall and intended to be a place of meeting for social clubs and civic meetings.

Whereas, The Woman’s Building still serves Ellis County residents as a meeting place for Women’s Clubs and other organizational meetings.

Whereas, The Board seeks to maintain the history, facility, and purpose of The Woman’s Building.

Therefore, The County and the Board, in consideration of the mutual promises set forth below, contract to provide the compensation and services to each other as follows:

I.

Terms

- 1.1** This contract shall be in effect for a yearly term commencing December 1, 2024, and concluding on November 30, 2025. Thereafter, the Agreement will renew automatically for a successive one-year term unless either the County or the Board gives written notice of termination no later than 30 days prior to the expiration of the applicable term.

- 1.2** In addition to any other termination rights, County may terminate this agreement if the Women’s Building is no longer used for the intended public purposes.

- 1.3** The County shall pay \$200.00 on a monthly basis, as long as the services hereof are satisfactory to the parties. Payment for goods and services under this contract shall comply with Texas Government Code Chapter 2251, also known as the Texas Prompt Payment Act.

The monthly rate may be adjusted with the written agreement of both the Ellis County Commissioners' Court and the Board.

- 1.4** The Board shall maintain and use The Woman's Building in a manner consistent with its designated purpose of hosting community events. Currently The Woman's Building provides a meeting place at a reasonable rate for groups such as the Century Club, The Daughters of the American Revolution, Daughters of the Republic of Texas-Cedar Mountains Chapter, Delta Kappa Gamma (an international society of women educators), the Ellis County Genealogical Society, the Ellis County Porcelain Arts Club, Eta Omega, a chapter of Beta Sigma Phi, the Friday Book Club, the Heirloom Club, the Parson's Rose #9, Preceptor's Pi Sigma, and Rebekah Lodge #381.

II.

Conditions

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

- 2.4 Statute of Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, TEXAS CIVIL PRACTICE AND REMEDIES CODE §16.070, as amended.
- 2.5 Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an Agreement whereby the County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, holding, or saving harmless for any reason whatsoever are hereby deleted. Article XI § 7; Tex. Att’y Gen. Op. DM-467; Tex. Att’y Gen. Op. GA-0176.
- 2.6 Relationship of Parties.** The relationship between the Parties is solely that of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency, or joint venture.
- 2.7 No Waiver.** In no event, shall any payment made by the County, or any act or omission of the County constitute or be construed in any way to be a waiver by the County of any breach or default of this Agreement. Neither shall any payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to the Ellis County to enforce its rights, as such rights, powers, privileges and remedies are specifically preserved. No employee or agent of the County may waive the effect of this provision.
- 2.8 Governmental Immunity.** This Agreement is expressly made subject to the County’s Sovereign Immunity, Title 5 – Governmental Liability of the TEXAS CIVIL PRACTICE AND REMEDIES CODE.
- 2.9 Force Majeure.** Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party’s control. The parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party 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.

2.10 Insurance. Any required insurance for The Woman’s Building and the Board shall be provided by the City of Waxahachie and the County shall not have the responsibility or requirement for coverage.

Signed this, the _____ day of _____, 2024.

Todd Little
Ellis County Judge

ATTEST:

KRYSTAL VALDEZ
County Clerk

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF ELLIS §

Hanna McCleary
Chair, Ellis County Woman’s Building Board of Trustees

This instrument was acknowledged before me on this the _____ day of _____, 2024 by Hanna McCleary, Chair, Ellis County Woman’s Building Board of Trustees on behalf of The Woman’s Building.

Notary Public in and for the State of Texas
My commission expires:

TAXING UNIT: _____

Resolution No. _____

RESOLUTION OF **CANDIDATE NOMINATIONS** FOR THE ELLIS APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE YEAR 2025*

WHEREAS, Section 6.03 (g) of the Texas Property Tax Code, requires that each taxing unit entitled to vote may nominate by Resolution one candidate for each position to be filled on the Board of Directors and submit the nomination(s) to the Chief Appraiser of the Ellis Appraisal District before October 15, 2024.

THEREFORE, the _____ submits the following nomination(s) with contact information for Board of Directors of the Ellis Appraisal District for 2025:

Name	E-mail	Cell	Bio Included

ACTION TAKEN this _____ day of _____, 2024, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of nominating candidates to the Board of Directors of the Ellis Appraisal District.

Presiding Officer

ATTEST: _____

*This election is for 2025, where two members will serve a one-year term and three members will serve a three-year term. SB2 became effective 7/1/2024 and Section 6.0301 requires another election to take place prior to December 31, 2025 to appoint two directors who will begin serving a four-year term January 1, 2026.

TAXING UNIT: _____

Resolution No. _____

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

WHEREAS, Section 6.03 (k) of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their vote by Resolution and submit results of that vote to the Chief Appraiser of the Ellis Appraisal District before December 15, 2024.

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

ACTION TAKEN this _____ day of _____, 2024, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of casting votes to elect the Board of Directors of the Ellis Appraisal District.

Presiding Officer

ATTEST:

*This election is for 2025, where two members will serve a one-year term and three members will serve a three-year term. SB2 became effective 7/1/2024 and Section 6.0301 requires another election to take place prior to December 31, 2025 to appoint two directors who will begin serving a four-year term January 1, 2026.

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

Please fill out this form completely:

DATE: 9-24-2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: CASEY CROW

PHONE: 972-825-5333 FAX: _____

DEPARTMENT OR ASSOCIATION: RB Pet 2

ADDRESS: 1400 S Oak Grove Rd, Ennis, TX 75119

PREFERRED DATE TO BE PLACED ON AGENDA: Next CC

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

Three Interlocal Agreements for approval

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

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

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

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

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

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

- A. The County of Ellis (hereinafter **COUNTY**) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The **COUNTY** shall further be authorized to sell City of Garrett goods and/or services.
- B. The City of Garrett (hereinafter **CITY**) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The **CITY**, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to **CITY**.
- D. The terms of this agreement shall be from **FY October 1, 2024 to September 30, 2025**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - I. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved; and,
 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

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

COUNTY OF ELLIS

Todd Little
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

CITY OF GARRETT

Signature
Printed Name: Matt Newsom
Title: Mayor

Attest:

Judy Braddock
City Secretary (Administrator)

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

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

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

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

COUNTY OF ELLIS

 Todd Little
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF GARRETT

 Signature
 Printed Name: Matt Newsom
 Title: Mayor

Attest:

Judy Braddock
 City Secretary (Administrator)

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

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

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

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- B. The City of Ennis (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to CITY.
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- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the 18 day of September, 2024.

COUNTY OF ELLIS

Todd Little
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

CITY OF ENNIS

Kameron Raburn
Signature
Printed Name: Kameron Raburn
Title: Mayor

Attest:

Bethany Bennett
City Secretary (Administrator)
Deputy



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

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

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- B. The City of Ennis (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to CITY.
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EXECUTED in duplicate this the 18 day of September, 2024.

COUNTY OF ELLIS

Todd Little
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

CITY OF ENNIS

Kameron Raburn
Signature
Printed Name: Kameron Raburn
Title: Mayor

Attest:

Deputy Bethany Acuña
City Secretary (Administrator)



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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell City of Alma goods and/or services.
- B. The City of Alma (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to CITY.
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F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

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

COUNTY OF ELLIS

 Todd Little
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF ALMA

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

Attest:

Sandra Blaylock
 City Secretary (Administrator)

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

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

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- B. The City of Alma (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to CITY.
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EXECUTED in duplicate this the _____ day of _____, 2024.

COUNTY OF ELLIS

 Todd Little
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF ALMA

Jim Benton

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

Attest:

Linda Blake

 City Secretary (Administrator)

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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Please fill out this form completely:

DATE: September 9, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Y N)

NAME: Cheryl Chambers, Ellis County Treasurer

PHONE: 972-825-5127 FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Treasurer

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: October 1, 2024

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

1. Approval of LOGIC Investment Pool as an Authorized Investment

2. Approval of Application of Participation in the Local Government Investment Cooperative (LOGIC).



APPLICATION FOR PARTICIPATION IN LOGIC

The undersigned local government (Applicant) applies and agrees to become a Participant in the Local Government Investment Cooperative (LOGIC) Trust.

- 1. Authorization. The governing body of Applicant has duly authorized this application by adopting the following resolution at a meeting of such governing body duly called, noticed, and held in accordance with the Texas Open Meeting Law, chapter 551, Texas Government Code, on October 1, 2024

WHEREAS, it is in the best interests of this governmental unit ("Applicant") to invest its funds jointly with other Texas eligible investing entities in the Local Government Investment Cooperative (LOGIC) Trust in order better to preserve and safeguard the principal and liquidity of such funds and to earn an acceptable yield; and

WHEREAS, Applicant is authorized to invest its public funds and funds under its control in LOGIC and to enter into the Participation Agreement and Trust Instrument authorized herein;

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The form of application for participation in LOGIC attached to this resolution is approved. The officers of Applicant specified in the application are authorized to execute and submit the application, to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Applicant under the Agreement created by the application, all in the name and on behalf of Applicant.

SECTION 2. This resolution will continue in full force and effect until amended or revoked by Applicant and written notice of the amendment or revocation is delivered to the LOGIC Board of Trustees.

SECTION 3. Terms used in this resolution have the meanings given to them by the application."

- 2. Agreement. Applicant agrees with other LOGIC Participants and the LOGIC Board of Trustees to the terms and conditions in the Participation Agreement and Trust Instrument, effective on this date, which are incorporated herein by reference. Applicant makes the representations, designations, delegations, and representations described in the Participation Agreement and Trust Instrument.

- 3. Taxpayer Identification Number. Applicant's taxpayer identification number is 75-6000935

4. Contact Information.

Applicant primary mailing address: 101 W. Main Street, Suite 203, Waxahachie, TX 75165

Applicant physical address (if different):

Applicant main phone number: 972-825-5127

Applicant main fax number: 972-825-5129

- 5. Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the LOGIC Board of Trustees in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Cheryl Chambers Title: Ellis County Treasurer

Signature: Cheryl Chambers Phone: 972-825-5127

Email: Cheryl.Chambers@co.ellis.tx.us

2. Name: Lauri Hartley Title: Deputy Treasurer
Signature: Lauri Hartley Phone: 972-825-5128
Email: lauri.hartley@co.ellis.tx.us

3. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

4. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

(REQUIRED) PRIMARY CONTACT: List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements.

Name: Cheryl Chambers

(OPTIONAL) INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (not listed above) is designated as an Inquiry Only Representative authorized to obtain account information:

Name: Staci Parr Title: Ellis County Auditor
Signature: Staci Parr Phone: 972-825-5123
Email: staci.parr@co.ellis.tx.us

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

DATED _____

**REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE**

(NAME OF ENTITY/APPLICANT)

SIGNED BY:

(Signature of official)

(Printed name and title)

ATTESTED BY:

(Signature of official)

(Printed name and title)

FOR INTERNAL USE ONLY
APPROVED AND ACCEPTED: LOCAL GOVERNMENT INVESTMENT COOPERATIVE (LOGIC)

.....
AUTHORIZED SIGNER

DATE

V082023

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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***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: 09/24/2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Sharon Mancilla

PHONE: 972.825.5161 FAX: 972.825.5162

DEPARTMENT OR ASSOCIATION: Human Resources

ADDRESS: 101 W Main St., Ste B103 Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 10/1/2024

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

Discussion, Consideration, and approval of the annual payment to the Texas County and District Retirement System (TCDRS) in the amount of \$300,000.00 to buy-down county liability. Payment will come from General Fund Account #001-0140-505540 and was included in the FY25 Budget.



**Plan Agreement for Plan Year 2025
Ellis County – 169
Effective as of Jan. 1, 2025**

Basic Plan Options	
Employee Deposit Rate:	7%
Employer Matching:	200%
Prior Service Credit:	150%
Retirement Eligibility	
At 60 (Vesting)	8 years of service
Rule of	75 years total age + service
At Any Age	20 years of service
Optional Benefits	
Partial Lump-sum Payment at Retirement:	Yes
Group Term Life:	Active-only
Retirement Plan Funding	
Elected Rate:	11.19%
2024 Additional Employer Contribution:	\$300,000.00
Total Contribution Rate	
Retirement Plan Rate:	11.19%
Group Term Life Rate:	.12%
Total Contribution Rate:	11.31%

Rates are contingent on receiving the additional employer contribution by Dec. 31, 2024.

Certification

I certify that the plan agreement for the participation of Ellis County in TCDRS for the 2025 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on _____ (mm/dd/yy) by the Commissioners Court and such action is recorded in the official minutes.

County Judge's Printed Name: Todd Little, County Judge

County Judge's Signature: _____ Date: _____

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 09/24/24 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Terri Klein

PHONE: 972-825-5085 FAX: 972-875-8437

DEPARTMENT OR ASSOCIATION: Indigent HealthCare

ADDRESS: 207 S Sonoma Trail Ennis TX 75119

PREFERRED DATE TO BE PLACED ON AGENDA: 10/01/24

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

Discussion, consideration and action for the County Judge to sign a one contract with Hope Health for continued Indigent HealthCare services.



AGREEMENT FOR DELIVERY OF HEALTH CARE SERVICES FOR THE INDIGENT

THIS AGREEMENT, made and entered into on the date below, by and between ELLIS COUNTY, TEXAS, through its Indigent Health Care Program, hereinafter referred to as "Program," and Ellis County Coalition for Health Options, dba Hope Health, a non-profit corporation organized under the laws of the State of Texas, hereinafter referred to as "Hope Health."

WITNESSETH:

WHEREAS, Program is a department of Ellis County, Texas;

WHEREAS, Program desires to provide healthcare services for the benefit of indigent residents of Ellis County; and

WHEREAS, Hope Health is a federally qualified health center (FQHC) that provides medical and dental services to the underserved of Ellis County in a comprehensive outpatient healthcare center; and

WHEREAS, Hope Health represents to Program that the physicians and healthcare professionals who work at Hope Health are competent and qualified and hold all required licenses and certification, and that all physicians and other healthcare professionals are legally qualified to practice medicine under the laws of the State of Texas; and

WHEREAS, Hope Health operates the only clinic primarily geared toward preventative medicine, or general basic medical care for the qualified indigent healthcare residents in Ellis County; and

WHEREAS, Program, desires to arrange for the provision of quality medical care through a responsible and cost-efficient healthcare delivery model; and

WHEREAS, Program, finds that it would be in its best interest to enter into an Agreement with Hope Health and Hope Health finds that it would be in its best interest as a nonprofit corporation to provide the services; and

NOW, THEREFORE, in consideration of the statements above and mutual promises herein contained, the parties hereto agree as follows;

1. DEFINITIONS:

- 1.1 Eligible Patient means a patient who has met the requirements and the criteria of the Ellis County Indigent Health Care Program as reflected in the attached Exhibit "A." A list of Eligible Patients will be obtained from Program regularly to verify patients who are approved to receive services under this agreement.
- 1.2 Agreement means this Agreement for Delivery of Health Care Services for the Indigent.

2. **TERMS:**

2.1 The term of this Agreement shall be from the 1st day of October 2024 through the 30th day of September 2025.

3. **SCOPE OF SERVICES TO BE PROVIDED:**

3.1 Services will include general primary services including outpatient, preventative, acute, and chronic care with an emphasis on management of hypertension and diabetes. It is specifically understood that **Hope Health**, as a primary care provider, will serve as a medical home and "gatekeeper" for the Eligible Patients, thereby enduring appropriate referrals. The following medical healthcare services are specifically excluded from the scope of covered services and shall be referred to as excluded services, which are not the responsibility of **Hope Health** under the terms of this Agreement:

- a) Surgical procedures, obstetrics, diagnostic testing, hospital services, sub-specialty services and dentistry, mental health services, chemotherapy and any other diagnosis, treatment, procedure, testing, or immunization not deemed to be basic medical or dental care, in the sole discretion of **Hope Health's** providers and dentists as directed by **Hope Health's** Chief Executive Officer.
- b) **Hope Health** will not be responsible for providing any prescriptions or medications as it has no pharmacy. **Hope Health** will assist Eligible Patients with enrollment in Private Patient Assistance Programs offered through companies which provide free or reduced costs prescriptions or medications according to the formulary developed and approved annually by **Hope Health's** Chief Executive Officer.
- c) Dental Services shall be managed as follows:
 - Dental services will include preventive, restorative, endodontic, and limited surgical treatment. Emphasis will be on restoring the dentition to a functional condition when possible or replacing teeth with oral hygiene instruction, non-surgical gum therapy and cleanings to improve patient's overall health and elimination of painful conditions.
 - Preventative services include examinations, diagnostic x-ray films, cleanings, placement of sealants and fluoride treatments, non-surgical periodontal (gum) treatment, and home care instructions.
 - Restorative services will consist of composite and amalgam fillings, Endodontic services consist of limited and selective treatment of abscessed teeth with root canal therapy at the discretion of the treating dentist as an alternative to extraction.
 - Temporary and permanent crowns
 - Surgical services include extractions and limited periodontal surgery when necessary to enable restorative treatment to a tooth or teeth. Determination of services offered will be made by the Dentist with the approval of **Hope Health's** Dental Director and Chief Executive Officer. Clinical judgement as to appropriateness of services will reside with the Dentist.
 - Specifically Excluded Services:
 - Orthodontic treatment
 - Correction of jaw and bit abnormalities
 - Surgical extraction of bony impacted teeth

- Bridgework and other complex restorative prostheses
- Dental implants and implant restorations
- Treatment of jaw joint dysfunction (TMJ disorders)
- Periodontal surgery
- Surgical excision of soft and hard tissue tumors or lesions
- Endodontic surgery
- Treatment of jaw fractures
- Dentures

4. **PAYMENT**

4.1 The consideration paid by Program to **Hope Health** for services provided will be as follows:

4.1.1 The sums described in 4.1.2 below shall be defined as the “Base Amount.”

4.1.2 Program shall make quarterly payments to **Hope Health**, in available funds, in the amount of \$110,228.82 on or around the following dates: *October 1, 2023; January 1, 2024; April 1, 2024; and July 1, 2024*. The sum of the payments under the provision is \$440,915.28.

4.1.3 If the number of Eligible Patients served by **Hope Health** in any quarter shall exceed 237, Program shall pay **Hope Health** the additional amount of \$465.00 per Eligible Patient served in that quarter in excess of 237 up to 252 Eligible Patients (the “Overage Payment”). In the event that the number of Eligible Patients to be served by **Hope Health** in a quarter would 252, **Hope Health** shall obtain prior written approval from Program before Program shall be required to pay an additional \$465.00 for each Eligible Patient. The Overage Payment shall be made by Program to **Hope Health** in available funds on the first business day following the end of the quarter in which the Overage Payment accrues. If, however, the number of Eligible Patient served by **Hope Health** in any quarter shall not exceed 237, the Base Amount will remain unchanged, and no Overage Payment shall accrue for that quarter.

5. **REPORTING REQUIREMENTS:**

5.1 For each quarter of the term of this Agreement, **Hope Health** will provide reports to the Program which;

5.2 Identify the total number of Eligible Patients served by **Hope Health** for the quarter and identify the zip codes of the Eligible Patients served by **Hope Health** for the quarter. In addition, **Hope Health** shall report the total number of sample prescriptions, number of referrals, number of office visits, number of assistance applications, as well as the number of diagnostic tests, x-rays, and generic prescriptions.

5.3 The reports required under 5.1 above shall be provided to Program not later than sixty (60) calendar days after the close of the quarter for which the report is made.

6. **INSURANCE REQUIREMENTS:**

6.1 **Hope Health** has a duty to ensure that all of the mid-level providers and physicians volunteering or employed by **Hope Health** are properly credentialed. As an FQHC, **Hope Health** is covered by the Federal Tort Claims Act annually. The terms and conditions of coverage will be made available to any party to this contract through **Hope Health**.

Volunteers at **Hope Health** must provide evidence of continuous malpractice insurance in at least the following amounts:

Volunteer Physicians/Dentists	\$250,000 per occurrence
	\$500,000 aggregate
Mid-level Providers or Hygienists	\$250,000 per occurrence
	\$500,000 aggregate

6.2 **Hope Health** shall keep in full force and effect during the term of this Agreement the following types and minimum amounts

TYPE	AMOUNT
Comprehensive General Liability	\$1,000,000.00 per occurrence (limit)
	\$2,000,000.00 aggregate (limit)
	\$10,000.00 medical expenses per person
	\$1,000,000.00 personal & advertising injury liability
	\$2,000,000.00 products & completed operations

7. **TERMINATION:**

- 7.1 This Agreement may be terminated for breach by either party if the breaching party fails to cure such breach to the reasonable satisfaction of the non-breaching party within thirty (30) calendar days from a written notice from the non-breaching party specifying the breach. After such thirty (30) calendar days the non-breaching party may terminate this Agreement immediately by giving a second written notice of termination to the breaching party.
- 7.2 This Agreement may be terminated by either party without cause upon ninety (90) calendar days written notice of termination.
- 7.3 If termination without cause should occur, **Hope Health** will be paid for a pro-rated final payment on the date of termination if it is determined that, based on a per-diem valuation of the Base Amount, further monies are due **Hope Health** for services provided under this Agreement.

8. **COMPLIANCE WITH THE LAW:**

- 8.1 **Hope Health** shall comply with all laws of the United States, the State of Texas, and local governments.
- 8.2 **Hope Health** shall perform this Agreement without regard to race, religion, color, age, disability, national origin, gender, or inability to pay.
- 8.3 **Program** and **Hope Health** enter into this Agreement with the intent of conducting their relationship in full compliance with all applicable federal and state laws, including but not limited to the federal Stark Law, the federal Anti-Kickback Statute, and the Texas Occupations Code patient non-solicitation law. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the federal Stark Law, the federal Anti- Kickback Statute, or the Texas Occupations Code patient non-solicitation law.

8.4 The parties have independently determined the fair market value based on the mandated compensation coverage and commercial reasonableness of the financial provisions of this Agreement and each has independently concluded that these provisions are both consistent with fair market value and commercially reasonable, taking into consideration the State mandated compensation coverage and rates. Program and Hope Health each reserve the right to engage a qualified independent third-party appraiser to perform a fair market value and review of the commercial reasonableness of this Agreement and its financial provisions. Should any compliance issue(s) be identified by a qualified independent third-party appraiser to confirm or challenge the findings of the appraiser finding the compliance issue(s). The parties agree to effectuate changes to remedy compliance issues identified by both appraisers.

9. **SEVERABILITY:**

9.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in this Agreement.

10. **FORCE MAJEURE:**

10.1 Neither Hope Health nor Program shall be required to perform any term, condition, or covenant in this Agreement so long as performance is delayed or prevented by force majeure; which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of HOPE HEALTH or Program and which by the exercise of due diligence Hope Health or Program is unable, wholly or in part, to prevent or overcome. If by reason of force majeure either party is prevented from full performance of its obligations under this Agreement, written notice shall be provided to the other party within three (3) calendar days.

11. **NOTICE:**

11.1 All notices shall be considered delivered if posted in a U.S. Post Office by certified mail or if hand delivered to:

PROGRAM:

Ellis County Indigent Health Care Program
207 S. Sonoma Trail
Ennis, TX 75119

With a copy to:

HOPE HEALTH:

Hope Health
411 E. Jefferson St
Waxahachie, TX 75165

With a copy to:

Hope Health
Attn: Chief Executive Officer
411 E. Jefferson St.
Waxahachie, TX 75165

12. **ASSIGNMENT:**

12.1 This Agreement is not assignable by Program or Hope Health.

13. **NO EMPLOYMENT RELATIONSHIP OR JOINT VENTURE AND INDEMNIFICATION:**

13.1 This Agreement shall not be construed as creating an employment relationship, partnership, or joint venture between the parties. Program is merely arranging for the provision of healthcare services and paying for such services furnished to Eligible Patients and is neither arranging for the provision of healthcare services nor purchasing health services for any particular patient or person. Program is not retaining control or supervision of the means or method of the actual delivery of healthcare service to the indigent, leaving such to the professional judgment and skill of **Hope Health**, and, at most, **Hope Health** occupies an independent contractor relationship with Program. Neither party shall hold itself out as the agent of the other or have the power to obligate the other with respect to third parties. The employees and professional staff of **Hope Health**, whether volunteer or otherwise, are the employees and agents of **Hope Health**, and not Program.

13.2 **Hope Health** hereby indemnifies and holds the County, officers, employees, and agents harmless from and against any claims against the County based on **Hope Health's** performance of its obligations to provide medical treatment to patients.

14. **NO WAIVER:**

14.1 The failure or delay in the enforcement of the rights detailed in this Agreement by Program or **Hope Health** shall not constitute a waiver of those rights or be deemed a basis for estoppel. Program or **Hope Health** may exercise its rights under this Agreement despite the delay or failure to enforce rights.

15. **PARTIES BOUND:**

15.1 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

16. **MISCELLANEOUS PROVISIONS:**

16.1 CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Texas, and, in the event of litigation with respect to this Agreement or any of its terms, venue shall rest in Ellis County, Texas.

16.2 LIMITATIONS FOR THE RIGHT TO BRING ACTION. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies § Code 16.070, as amended and any provision to the contrary is deleted.

16.3 SOVEREIGN IMMUNITY. This Agreement is expressly made subject to Ellis County's Sovereign Immunity, Title 5, Texas Civil Practice and Remedies Code. This Agreement and all matters pertinent thereto shall be constructed and enforced in accordance with the laws of the State of Texas and venue for any action shall lie exclusively in Ellis County, Texas.

16.4 By executing this Agreement, **Hope Health** verifies that it is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

16.5 To the extent, if any, that any provision in this Agreement is in conflict with TEX. GOV'T. CODE §552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect.

Furthermore, it is expressly understood and agreed that Ellis County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the applications of the Open Records Act to any data, or any part thereof, or other items or data furnished to Ellis County whether or not the same are available to the public. IT is further understood that Ellis County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General , and that Ellis County, its officers and employees shall have no liability or obligations to Service Provider for the disclosure to the public, or to any person or persons, of any date, or a part thereof, or other items or data furnished to Ellis County by Service Provider in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

16.6 Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended.

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

17. AUTHORITY AND ENTIRE AGREEMENT:

17.1 This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect without a subsequent modification in writing signed by all the parties.

17.2 The signatories hereto have the authority and have been given any approvals necessary to bind the respective parties to this Agreement for which they sign.

EXECUTED effective the 1st day of October 2024.

Program

Ellis County Indigent Health care Program

Hope Health

Ellis County Coalition for Health Options

Signature: _____

Signature: Kathleen Marshall, CEO

Printed Name: _____

Printed Name: Kathleen Marshall

Title: _____

Title: Chief Executive Officer

EXHIBIT A
ELLIS COUNTY INDIGENT HEALTH CARE PROGRAM
(ECIHCP) ELIGIBILITY CRITERIA

Ellis County's Indigent Health Care program adheres to the regulations established by the Texas Department of Health under the Indigent Health Care and Treatment Act of 1985, as amended. Limited payments for basic medical services as hospitalization, physician services and prescriptions are provided for eligible residents.

ELIGIBILITY STANDARDS

- **Residency**: Available only to Ellis County residents as defined in Chapter 61 of the Health and Safety Code.
- **Income**: Designed to serve citizens whose incomes are at or below 21% of the federal poverty level. Federal poverty level varies with family size. If income is from a job, an applicant might earn twice as much and still qualify.
- **Assets/Resources**: Total countable assets are generally limited to \$2,000 but are limited to \$3,000 in some instances.
- **Eligibility for Other Health Care**: Considered a program of "last resort," which means that if an applicant is eligible for another healthcare program, he or she is not eligible for this program. For example, an applicant that qualifies for Medicaid is not eligible for this program.

APPLICATION PROCESS

1. Acquire application through healthcare provider or ECIHCP office (207 S. Sonoma Trail, Ennis, TX 75119).
2. Complete application.
3. Turn in application (via mail, fax, email or in person).
4. ECIHCP sets interview appointment via letter.
5. Bring driver's license or other ID and social security card to interview. (Additional information may be requested during interview. Applicants are given 14 days in which to return requested information.)
6. Application is considered complete when all paperwork is presented.
7. ECIHCP must process application to determine eligibility within 14 days of completion.
8. Eligibility letter will be issued.
9. Applicants must requalify every six months.

ARTICLE IV. USE OF THE PREMISES

4.01 The State may access the Premises solely in connection with conducting environmental assessments and property surveys, including the right to temporarily store, move and remove necessary equipment and supplies; survey, stake out, appraise, bore, and take soil and/or water samples, and perform any other such work which may be reasonably necessary and incidental to the State's assessment of the Premises for border infrastructure projects and for no other purpose. The State is specifically prohibited from modifying the Premises in any manner not authorized herein, and from using, or allowing the use by others of the Premises for any other purpose. The State will not erect any temporary or permanent structures on the Premises without the advance written consent of the Owner.

4.02 The State shall provide at least 24-hours' notice to the Owner prior to entering the Premises. The Owner reserves the right to enter upon the Premises at any time with or without prior notice to the State for any purpose, including the inspection of the condition thereof.

4.03 The State may not maintain or allow nuisances or public hazards on the Premises and shall be under a duty to abate or remove any activity or property constituting or contributing to a hazard or nuisance.

4.04 The State shall take all reasonable precautions to avoid damage to the Premises.

4.05 The State shall not allow the presence on or within the Premises of any Hazardous Substance in any manner that violates any federal, state or local laws or regulations. "Hazardous Substances" shall mean any substance or material defined or designated as a hazardous waste, toxic substance or other pollutant or contaminant, by any law or regulation.

ARTICLE V. CONSIDERATION

5.01 The consideration for the granting of this Agreement the State shall be the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged.

ARTICLE VI. ASSIGNMENTS

6.01 The State may not assign or sublease any of the rights granted by this Agreement; however, the State will be acting by and through its contractor and subcontractors, and the Owner authorizes such contractors and subcontractors to act hereunder subject to the terms of this Agreement.

ARTICLE VII. LIABILITY AND INDEMNITY

7.01 TO THE MAXIMUM EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND SUBJECT TO THE AVAILABILITY OF FUNDS, THE STATE SHALL BE FULLY AND SOLELY LIABLE AND RESPONSIBLE FOR ANY LOSS, BODILY INJURY, DEATH OR PROPERTY DAMAGE, OF ANY

NATURE, ARISING OUT OF, OR RESULTING FROM, ITS OWN ACTS OR OMISSIONS OR THE ACTS OR OMISSIONS OF ANY PERSON OR PERSON USING THE PREMISES OR RELATED TO THE STATE'S EXERCISE OF THE RIGHTS GRANTED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE VIII. REPAIRS, REMOVAL AND TAXES

8.01 Upon termination of this Agreement, the State shall use reasonable means to return the Premises to the same physical condition as existed before this Agreement. The State shall also remove its personal property from the Premises not later than the date of termination. Any potential repair is subject to the availability of funds as appropriated by the Texas legislature. **THE TERMS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

ARTICLE IX. NOTICE

9.01. Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand or by United States first class mail, adequate postage prepaid: If for the STATE to the Texas Facilities Commission, Attention: Legal Division, 1711 San Jacinto 78701; if for Owner, on the signature page below. Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by the State as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided. Electronic mail is not acceptable form of notice.

9.02. For purposes of the calculation of various time periods referred to in this Agreement, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above. Notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

ARTICLE X. ENTIRE AGREEMENT

10.01. This Agreement, including any exhibits to the same, constitutes the entire agreement between the Owner and the State and no prior or contemporaneous written or oral promises or representations shall be binding. This Agreement shall become effective only upon execution of all parties hereto and delivery of a fully executed counterpart thereof by the Owner to the State.

10.02 This Agreement shall not be amended, changed, or extended except by written instrument signed by both parties thereto.

10.03 No provision of this Agreement shall be construed in a such a way as to constitute a joint venture or co-partners between the Owner and the State or to make the State liable for the debts of the Owner.

EFFECTIVE on the date of the last signature below.

OWNER:

ELLIS COUNTY,

By: _____

Name: The Honorable Todd Little

Title: Ellis County Judge

Date of Execution: _____, 2024

STATE:

THE STATE OF TEXAS,

acting by and through the Texas Facilities Commission, a state agency

Name: Mike Novak

Title: Executive Director

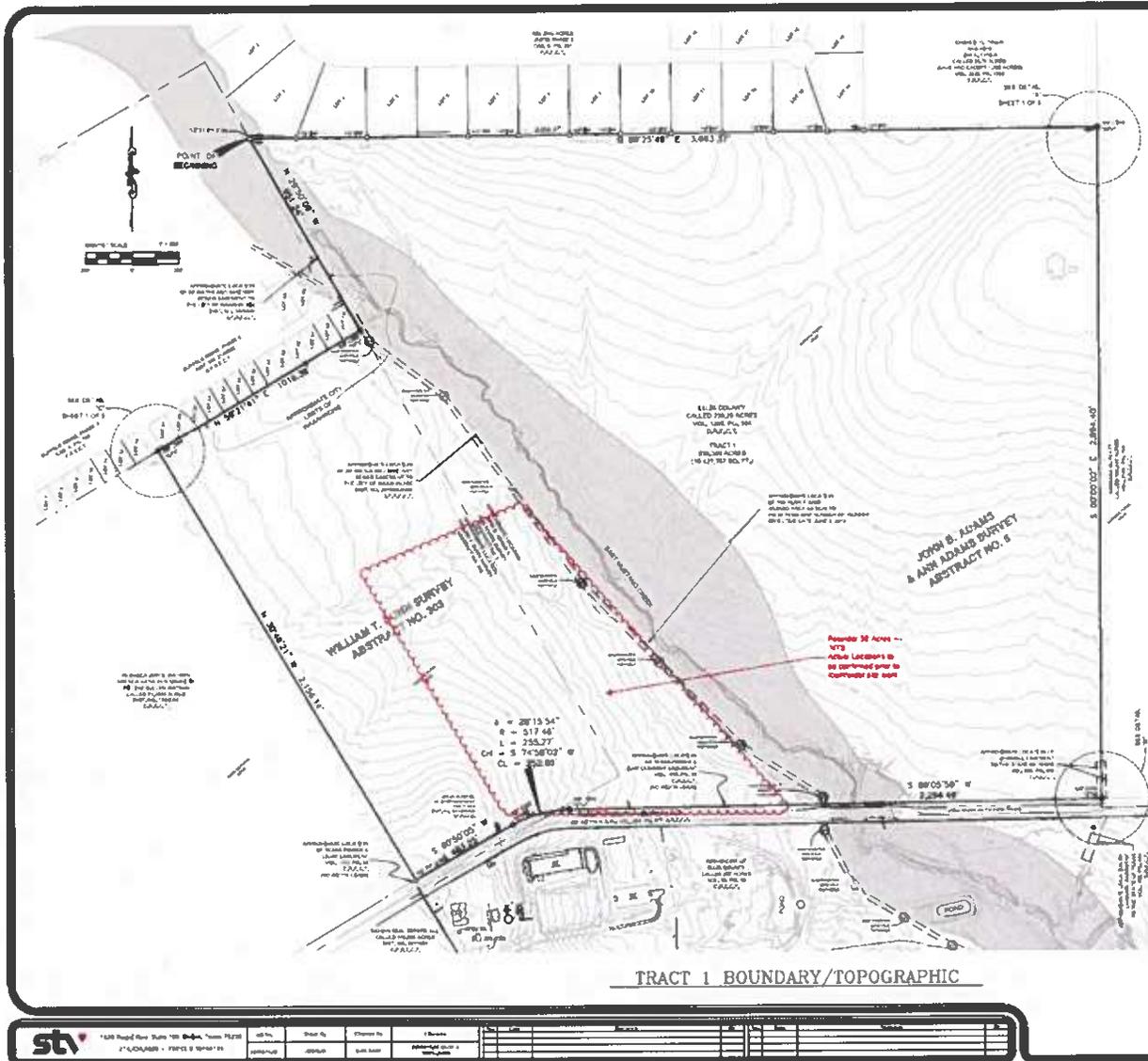
Date of Execution: _____, 2024

Approved:

GC/DGC

EXHIBIT A

Tract 1 Boundary / Topographic



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: 09/24/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Staci Parr

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

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 10/01/2024

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

****Administrative Agenda****

Discussion, consideration, and action to set the maximum expenditure amount by incumbent county or precinct officers who were not renominated or reelected, in accordance with Local Government Code Section 130.908. The affected offices are:

Justice of the Peace, Precinct 4
Constable, Precinct 4
443rd District Court
County Attorney

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.

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

Please fill out this form completely:

DATE: 9/23/24 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Jana Onyon

PHONE: 972-825-5195 FAX: _____

DEPARTMENT OR ASSOCIATION: Elections

ADDRESS: 204 E Jefferson St

PREFERRED DATE TO BE PLACED ON AGENDA: 10/1/2024

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

Discussion, consideration, and court approval according to Texas Election Code Section 32.093 for a fixed compensation of election worker hourly pay to increase starting October 1, 2024 as follows: \$14.00 per hour for early voting presiding officer (head clerks), Judges for election day, ballot board and central counting station. \$13.00 per hour for Alternate Judges for election day, ballot board and central counting station. \$12.00 per hour for early voting and election day clerks. \$19.53 per hour for election day rovers. \$14.89 per hour for temporary office help. This hourly pay is for all elections conducted by the Elections Administrator. - Jana Onyon, Election Administrator

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: 09/25/24 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: 10/01/24

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 along with interim duties for the Department of Engineering.