

COMMISSIONERS COURT AGENDA REQUEST A.2

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 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: May 30, 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: June 25, 2024 **Consent Agenda**

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

Review and Approval of May 2024 Monthly Treasurers Report

TREASURER'S REPORT ON THE ELLIS COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF CHERYL CHAMBERS
TREASURER OF ELLIS COUNTY

COMMISSIONER'S COURT
ELLIS COUNTY, TEXAS

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of Ellis County, certify that on June 25, 2024, we compared and examined the monthly report of CHERYL CHAMBERS, Treasurer of Ellis County, Texas, for May 2024, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$134,846,709.01

Todd Little, County Judge

Randy Stinson, Commissioner Pct. 1

Lane Grayson, Commissioner Pct. 2

Louis Ponder, Commissioner Pct. 3

Kyle Butler, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Todd Little, County Judge and County Commissioners of said Ellis County, each respectively, on this the 25th day of June, 2024.

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

MONTHLY TREASURER REPORT

MAY 2024

FUND	FUND NAME	BEGINNING				Prior Period	MATURE/	ENDING	INVESTMENTS	TOTAL
		CASH BANK	RECEIPTS	DISBURSEMENTS	Journal	(INVEST)	CASH BANK	BALANCE	BALANCE	BALANCE
		BALANCE			Entires	INVESTMENTS	BALANCE			
1	General	776,187.38	1,291,581.48	8,567,506.39		4,069,000.00	(2,430,737.53)	71,641,736.00	69,210,998.47	
2	Road Improvement	6,965.22	2,683.34				9,648.56	2,161,714.27	2,171,362.83	
3	Road & Bridge 1	58,913.61	63,512.47	280,988.69		140,000.00	(18,562.61)	3,293,836.54	3,275,273.93	
4	Road & Bridge 2	51,431.07	63,512.46	133,023.25		7,000.00	(11,079.72)	3,066,623.05	3,055,543.33	
5	Road & Bridge 3	68,481.87	153,040.04	195,916.32		35,000.00	60,605.59	1,655,150.24	1,715,755.83	
6	Road & Bridge 4	68,138.49	64,945.06	236,131.32		80,000.00	(23,047.77)	3,188,752.15	3,165,704.38	
7	Adult Probation	84,435.98	196,348.99	219,314.65		(70,000.00)	(8,529.68)	1,218,364.11	1,209,834.43	
8	Juvenile Probation	79,040.12	65,034.03	414,052.11		187,500.00	(82,477.96)	158,233.67	75,755.71	
9	FM #1	80,619.79	10,244.59	164,264.24		25,000.00	(48,399.86)	3,880,047.01	3,831,647.15	
10	FM #2	109,657.58	10,242.94	130,895.96		3,000.00	(7,995.44)	1,716,300.23	1,708,304.79	
11	FM #3	59,264.53	10,322.94	107,488.79		34,000.00	(3,901.32)	1,568,988.14	1,565,086.82	
12	FM #4	110,193.25	10,242.94	164,062.33		30,000.00	(13,626.14)	2,232,333.22	2,218,707.08	
13	Lateral Road	9.31					9.31	452,272.30	452,281.61	
14	County & District Court Tech	789.99	436.00				1,225.99	47,512.99	48,738.98	
15	Justice Court Tech	2,208.95	1,835.24				4,044.19	233,429.36	237,473.55	
16	DC Archives Records Mgmt	1,115.92	70.00				1,185.92	186,348.64	187,534.56	
17	Jury	(30,245.45)	91,610.30	27,660.75		25,000.00	58,704.10	74,950.92	133,555.02	
18	Permanent Improvements	23,025.05	37,865.05	2,464,787.45		2,307,000.00	(96,897.35)	6,995,895.60	6,898,998.25	
19	Law Library	36,434.20	14,860.75	27,136.81			24,158.14	-	24,158.14	
21	Records Management	48,863.92	38,855.00	16,000.74			71,718.18	2,503,469.53	2,575,187.71	
22	CC Archives Records Mgmt	55,000.55	38,600.00	0.00	0.00		93,600.55	1,768,201.87	1,861,802.42	
23	ROW Available	(146,141.29)					(146,141.29)	265.67	(145,875.62)	
24	Fire Marshall Special Fund	2,830.27	4,050.00	817.51			6,062.76	202,182.93	208,245.69	
25	Right of Way 2008	0.00					0.00	-	0.00	
26	District Court Records Tech	140.00	1,585.00				1,725.00	251,805.13	253,530.13	
27	Road District #1	0.00					0.00	935,028.38	935,028.38	
28	Road District #5	0.00					0.00	16,618.05	16,618.05	
29	Road District #16	0.00					0.00	216,978.12	216,978.12	
30	DA Check Processing	3.25	20.12				23.37	146,418.28	146,441.65	
31	DA Drug Forfeiture	1.52					1.52	299,191.33	299,192.85	
32	General Records Mgmt/Pres	14,138.04	9,576.00				23,714.04	910,813.30	934,527.34	
33	Courthouse Security	13,043.54	10,319.44	805.00			22,557.98	497,390.56	519,948.54	
34	Court Rec. Preservation 51.7	4,021.50	3,000.00				7,021.50	191,770.51	198,792.01	
35	JP Court Bldg Security	0.00					0.00	-	0.00	
36	Election Admin. Fees	9,543.69	275.00				9,818.69	15,476.71	25,295.40	
37	Series 1993 Interest & Sinkir	0.00					0.00	-	0.00	
38	Series 2007 Interest & Sinkir	36,206.79	22,329.46			(38,520.00)	20,016.25	890,886.28	910,902.53	
39	Grant Pass Through	0.00					0.00	-	0.00	
40	Series 07 Bond Project	338.73	51.10	746,075.00		745,738.00	52.83	3,009.86	3,062.69	
41	HIDTA	0.00					0.00	-	0.00	
42	Sheriff Federal Drug Forfeitu	604.59	0.26			(600.00)	4.85	607,807.79	607,812.64	
43	County Clerk Vitals Pres	1,488.03	928.00	1,340.00			1,076.03	43,368.84	44,444.87	
44	Hazard Mitigation Grant	0.00					0.00	-	0.00	
45	Community Corrections	51,658.95		32,061.91			19,597.04	-	19,597.04	
46	Sheriff Seizure	25.20	0.06				25.26	181,495.26	181,520.52	
47	Sheriff Drug Forfeiture	13.52	0.03				13.55	394,081.11	394,094.66	
48	District Attorney Seizure	4,150.93	7,020.33	4,146.84			7,024.42	518,921.56	525,945.98	
49	JCC	0.00					0.00	-	0.00	
50	Civil Supervision	14,704.49	11,494.97	20,093.11		(5,675.00)	431.35	248,672.78	249,104.13	
53	Court Facility Fee	9,176.40	6,800.00				15,976.40	153,456.85	169,433.25	
55	Opioid Settlement	19,379.61	7.95			(19,378.00)	9.56	119,763.11	119,772.67	
56	Constable #2 Forfeiture	1,495.21	3.37				1,498.58	-	1,498.58	
57	Constable #1 Forfeiture	181.28					181.28	-	181.28	
58	Constable #4 Forfeiture	0.00					0.00	-	0.00	
59	Law Enforcement Block Gra	0.00					0.00	-	0.00	
61	Truancy & Prevention	2,070.06	1,979.04				4,049.10	67,731.28	71,780.38	
63	American Rescue Plan	2,337,374.14	2.36	2,357,903.63		20,530.00	2.87	17,728,853.47	17,728,856.34	
65	Diversion Program	1,473.50					1,473.50	-	1,473.50	
66	JJAP	83,803.59	5,509.61	77,935.70			11,377.50	-	11,377.50	
68	Vehicle Fund	2,845,423.28		85,243.65			2,760,179.63		2,760,179.63	
71	Treasurer Held Property	1,439.35	3.25				1,442.60		1,442.60	
72	Levee #2	901.25	0.37			(900.00)	1.62	363,338.77	363,340.39	
73	Levee #3	3,379.69	1.39			(3,375.00)	6.08	430,297.12	430,303.20	
74	Levee #4	8,499.47	19.16				8,518.63		8,518.63	
75	Juvenile Probation Fees	83,236.76	738.00	247.82			83,726.94		83,726.94	
76	Subdivision Inspection Fees	2,775.00					2,775.00		2,775.00	
79	Chapter 47 Seizure Fund	82,009.35	184.86				82,194.21		82,194.21	
80	SB22 Sheriff	501,473.52	1,133.46				502,606.98		502,606.98	
81	SB22 District Attorney	275,565.07	586.10	48,430.56			227,720.61		227,720.61	
91	Unclaimed Property	50,314.17	113.41				50,427.58		50,427.58	
125	Constable 1 LEOSE	0.00					0.00		0.00	
126	Constable 2 LEOSE	2,941.71					2,941.71		2,941.71	
127	Constable 3 LEOSE	1,203.82					1,203.82		1,203.82	
128	Constable 4 LEOSE	2,419.06					2,419.06		2,419.06	
129	Sheriff LEOSE	27,499.89		2,395.00			25,104.89		25,104.89	
130	DA LEOSE	2,317.28					2,317.28		2,317.28	
131	Language Access Fund	24,447.39	1,653.00				26,100.39		26,100.39	
TOTALS		8,068,102.93	2,253,575.72	16,526,725.53	0.00	7,570,320.00	1,366,926.12	133,479,782.89	134,846,709.01	

COMMISSIONERS COURT AGENDA REQUEST

A.3

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Please fill out this form completely:

DATE: June 14, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Krystal Valdez

PHONE: 972-825-5083

FAX: _____

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: June 25, 2024

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

1. Approval of the Commissioners' Court regular meeting minutes from June 11, 2024.

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – JUNE 11, 2024

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, JUNE 11, 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 3 COMMISSIONER LOUIS PONDER
PRECINCT 4 COMMISSIONER KYLE BUTLER

OPENING COURT:

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

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

INVOCATION AND PLEDGE OF ALLEGIANCE: *FATHER JAMES YAMAUCHI, ST. JOSEPH CATHOLIC CHURCH/PRECINCT 3
COMMISSIONER LOUIS PONDER*

CONSENT AGENDA: MINUTE ORDER 297.24

ADMINISTRATIVE:

- A.1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.2 ACCEPTING OF THE APRIL 2024 MONTHLY TREASURER'S REPORT, PURSUANT TO LOCAL GOVERNMENT CODE §114.026. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.3 APPROVING OF COMMISSIONERS' COURT EMERGENCY MEETING MINUTES FROM MAY 9, 2024. – *COUNTY CLERK KRYSTAL VALDEZ*
- A.4 APPROVING OF COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM MAY 28, 2024. – *COUNTY CLERK KRYSTAL VALDEZ*
- A.5 ACCEPTING OF THE JUSTICE OF THE PEACE, PRECINCT 1 MONTHLY REPORT FOR MAY 2024, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *CHRIS MACON, JUSTICE OF THE PEACE, PRECINCT 1*
- A.6 ACCEPTING OF THE JUSTICE OF THE PEACE, PRECINCT 2 MONTHLY REPORT FOR MAY 2024, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *JACKIE MILLER JR., JUSTICE OF THE PEACE, PRECINCT 2*
- A.7 ACCEPTING OF THE JUSTICE OF THE PEACE, PRECINCT 3 MONTHLY REPORT FOR MAY 2024, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *DAN COX, JUSTICE OF THE PEACE, PRECINCT 3*
- A.8 ACCEPTING OF THE JUSTICE OF THE PEACE, PRECINCT 4 MONTHLY REPORT FOR MAY 2024, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *MIKE MCKENNA, JUSTICE OF THE PEACE, PRECINCT 4*

- A.9 ACCEPTING OF A TABULATED REPORT OF THE COUNTY'S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM MAY 18TH – MAY 31ST 2024, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – COUNTY AUDITOR STACI PARR
- A.10 ACCEPTING OF THE COUNTY AUDITOR'S MONTHLY REPORT FOR APRIL 2024, PURSUANT TO LOCAL GOVERNMENT CODE §114.025. – COUNTY AUDITOR STACI PARR

FINANCIAL:

- F.1 APPROVING TO AWARD \$30,000.00 FROM THE COMMUNITY SUPPORT BUDGET TO WRC PREGNANCY CENTER, DBA FIRSTLOOK, FOR THE FISCAL YEAR 2024 YEARLY CONTRIBUTION. – COUNTY JUDGE TODD LITTLE
- F.2 APPROVING OF ARCHITEXAS TASK ORDER #3 USING THE MATER SERVICES AGREEMENT (MSA) BETWEEN ELLIS COUNTY AND ARCHITEXAS, INC. (MINUTE ORDER 148.22) TO SECURE AN ADDITIONAL TEXAS DEPARTMENT OF TRANSPORTATION PERMIT IN AN AMOUNT OF \$11,500.00 PLUS REIMBURSABLES. – COUNTY JUDGE TODD LITTLE
- F.3 FY2024 LINE-ITEM TRANSFER – DEPARTMENT OF DEVELOPMENT DIRECTOR ALBERTO MARES
DECREASE 001-0060-508680 (CONTRACT SERVICES) BY \$2,100.00
INCREASE 001-0060-506010 (MILEAGE REIMBURSEMENT) BY \$300.00
INCREASE 001-0060-508190 (COMPUTER EQUIPMENT) BY \$1,800.00
- F.4 FY2024 LINE-ITEM TRANSFER – PRECINCT 1 COMMISSIONER RANDY STINSON
DECREASE 009-0602-570000 (FM1 CONTINGENCY) BY \$10,000.00
INCREASE 009-0602-509070 (FM1 TIRES) BY \$10,000.00
- F.5 FY2024 LINE-ITEM TRANSFER – HUMAN RESOURCES DIRECTOR SHARON MANCILLA
DECREASE 001-0425-508350 (SAFETY/TRAINING) BY \$1,100.00
INCREASE 001-0425-508060 (DUES) BY \$100.00
INCREASE 001-0425-508190 (COMPUTER) BY \$1,000.00
- F.6 FY2024 LINE-ITEM TRANSFER – MAINTENANCE DIRECTOR KEITH ROBERTS
DECREASE 001-0020-507160 (COURTHOUSE REPAIRS) BY \$7,000.00
INCREASE 001-0020-508670 (COURTHOUSE LAWN CARE) BY \$3,500.00
INCREASE 001-0020-509712 (LANDSCAPE/TRIMMING) BY \$3,500.00
- F.7 FY2024 LINE-ITEM TRANSFER – COUNTY JUDGE TODD LITTLE
DECREASE 001-0140-570000 (CONTINGENCY SURPLUS) BY \$80,000.00
INCREASE 001-0140-508040 (POSTAGE) BY \$80,000.00
- F.8 FY2024 LINE-ITEM TRANSFER – PRECINCT 4 COMMISSIONER KYLE BUTLER
DECREASE 006-0754-570000 (CONTINGENCY SURPLUS) BY \$4,000.00
INCREASE 006-0754-509070 (TIRES) BY \$4,000.00
- F.9 FY2024 LINE-ITEM TRANSFER – PRECINCT 4 COMMISSIONER KYLE BUTLER
DECREASE 006-0754-570000 (CONTINGENCY-SURPLUS) BY \$133,600.00
INCREASE 006-0754-508020 (PURCHASE OF EQUIPMENT) BY \$133,600.00
- F.10 FY2024 LINE-ITEM TRANSFER – I. T. DIRECTOR JOCELYN KING
DECREASE 001-0035-508680 (CONTRACT SERVICES) BY \$20,000.00
INCREASE 001-0035-508020 (EQUIPMENT) BY \$20,000.00
- F.11 FY2024 LINE-ITEM TRANSFER – PRECINCT 2 COMMISSIONER LANE GRAYSON
DECREASE 010-0653-508070 (FM2 GENERAL EXPENSES) BY \$448,000

INCREASE 010-0653-509090 (FM2 PARTS/REPAIRS) BY \$10,000.00
INCREASE 010-0653-509120 (FM2 BRIDGE REPAIRS) BY \$70,000.00
INCREASE 010-0653-509070 (FM2 TIRES) BY \$7,000.00
INCREASE 010-0653-508020 (EQUIPMENT) BY \$360,000.00
INCREASE 010-0653-509620 (FM2 LUBRICANTS) BY \$1,000.00

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

REGULAR AGENDA – DISCUSSION, CONSIDERATION AND ACTION:

DEPARTMENT OF DEVELOPMENT

MINUTE ORDER 298.24 (1.1) RATIFYING STAFF ACTION ON A PRELIMINARY PLAT OF DAVINCI ESTATES.

THE ± 106.352 ACRE SITE IS LOCATED ± 4,500 FEET EAST OF THE INTERSECTION OF BROADHEAD ROAD AND YOUNGBLOOD ROAD, SITUATED IN THE BBB & RR Co. SURVEY, ABSTRACT No. 175 AND THE I. GLAZE SURVEY, ABSTRACT No. 397, WAXAHACHIE, ROAD AND BRIDGE PRECINCT No. 1, SUBJECT TO THE FOLLOWING CONDITIONS:

1. PROVIDE WRITTEN METES AND BOUNDS OF THE PROPERTY BOUNDARY AND INCLUDE TWO (2) SURVEY BENCHMARKS.
2. ADD THE OWNER'S NAME, ADDRESS, AND TELEPHONE NUMBER TO THE PLAT.
3. PROVIDE A COPY OF THE CITY ORDINANCE APPROVING THE ETJ WITHDRAWAL PETITION AND ADD A PLAT NOTE WITH THE CITY ORDINANCE NUMBER.
4. ADD THE WORD LOT ON EACH NEW PARCEL.
5. UPDATE EACH LOT TO MATCH THE BUILDING LINE AND DRAINAGE AND UTILITY EASEMENT SHOWN ON THE SAMPLE PLAT OR PROVIDE A LOT DETAIL.
6. UPDATE THE FEMA FLOODPLAIN STATEMENT.
7. INCLUDE OSSF STATEMENT AND SIGNATURE LINE.
8. LABEL THE VICINITY MAP.
9. LABEL THE OPEN SPACE LOT NEEDS TO BE LABELED WITH AN "X".
10. LABEL THE ACREAGE ON EACH LOT.
11. LINDA SUE CAN BE REDUCED TO 60-FOOT ROW SINCE IT IS NOT ON THE COUNTY'S THOROUGHFARE PLAN.
12. ALL LOTS MUST MEET THE 150-FOOT ROAD FRONTAGE REQUIREMENT.
13. IN THE TITLE BLOCK CHANGE SECOND BLOCK D TO BLOCK F.
14. REFER TO THE MAY 23 & JUNE 10 EMAILS FROM GIS REGARDING ROAD NAMES; GIS WILL NEED TO APPROVE/FINALIZE ROAD NAMES AND MUST BE INCLUDED IN A REVISED PRELIMINARY PLAT SUBMITTED TO DoD.
15. ALL CUL-DE-SACS MUST BE A MINIMUM OF 60-FOOT RADIUS.
16. CIVIL PLANS FOR THE PROPOSED SUBDIVISION WILL NEED TO BE APPROVED BY THE COUNTY ENGINEER'S OFFICE PRIOR TO THE SUBMITTAL OF THE FINAL PLAT AND THE START OF CONSTRUCTION OF INFRASTRUCTURE.
17. ADD GENERAL NOTE "PRELIMINARY PLATS SHALL EXPIRE EIGHTEEN (18) MONTHS AFTER APPROVAL IF NO CIVIL PLANS OR FINAL PLAT ARE SUBMITTED."
18. A DOWNSTREAM ASSESSMENT AND TRAFFIC IMPACT STUDY WILL NEED TO BE SUPPLIED AT THE TIME OF CIVIL PLAN SUBMITTAL TO THE COUNTY ENGINEER'S OFFICE.

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

MINUTE ORDER 299.24 (1.2) RATIFYING STAFF ACTION ON A PLAT OF PRADO SOLIS ADDITION. THE ± 8.66-ACRE SITE IS LOCATED ± 500 FEET NORTHWEST OF THE INTERSECTION OF HURST CIRCLE AND FM 660, SITUATED IN THE R. DE LA PENNA SURVEY, ABSTRACT NO. 3, FERRIS, ROAD AND BRIDGE PRECINCT No. 1.

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

MINUTE ORDER 300.24 (1.3) RATIFYING STAFF ACTION ON A PLAT OF CUEVAS ESTATES. THE ± 4.526-ACRE SITE IS LOCATED ± 1,040 FEET SOUTHEAST OF THE INTERSECTION OF HUGHES CEMETERY ROAD AND FM 55, SITUATED IN THE ELLIS COUNTY SCHOOL LAND SURVEY ABSTRACT NO. 329, AVALON, ROAD AND BRIDGE PRECINCT No. 2.

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

MINUTE ORDER 301.24 (1.4) RATIFYING STAFF ACTION ON A PLAT OF VIDALES ESTATES. THE ± 5.022-ACRE SITE IS LOCATED ± 1,640 FEET NORTHEAST OF THE INTERSECTION OF THE NORTHBOUND IH-45 SERVICE ROAD AND FALLEN ROAD, SITUATED IN THE GRANVILLE KIRK SURVEY, ABSTRACT NO. 605, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT No. 2.

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

MINUTE ORDER 302.24 (1.5) RATIFYING STAFF ACTION ON A PLAT OF JGC RANCH. THE ± 5.230-ACRE SITE IS LOCATED ± 1,250 FEET SOUTHWEST OF THE INTERSECTION OF JUDYS LANE AND MORGAN ROAD, SITUATED IN THE M. WILKINS SURVEY, ABSTRACT NO. 1142, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ITALY, ROAD AND BRIDGE PRECINCT No. 3.

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

MINUTE ORDER 303.24 (1.6) RATIFYING STAFF ACTION ON A PLAT OF AXL BLAIR RD ESTATES. THE ± 3.207-ACRE SITE IS LOCATED ± 2,060 FEET SOUTHEAST OF THE INTERSECTION OF BLAIR ROAD AND EDNA ROAD, SITUATED IN THE ELLIS COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 328, WAXAHACHIE, ROAD AND BRIDGE PRECINCT No. 3.

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

PURCHASING

MINUTE ORDER 304.24 (2.1) APPROVING TASK ORDER NO. 6 TO SUPPORT THE COUNTY'S EFFORTS IN THE DESIGN, PRECONSTRUCTION, BIDDING, NEGOTIATIONS, SUPPORT, AND CONSTRUCTION MANAGEMENT OF THE COUNTY'S ONGOING AND UPCOMING PROJECTS WITH KITCHELL IN THE AMOUNT OF \$334,200.00.

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

MINUTE ORDER 305.24 (2.2) APPROVING PCO #038 TO THE ROGERS O'BRIEN CONTRACT (MINUTE ORDER 255.23) FOR ADDITIONAL COST OF GENERAL CONDITIONS TO AUGUST 31, 2024, THE ESTIMATED DATE OF SUBSTANTIAL COMPLETION AT ELLIS COUNTY CENTRAL, IN THE AMOUNT OF \$165,000.00.

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

MINUTE ORDER 306.24 (2.3) APPROVING TO PURCHASE 28 PEPLINK BRI PRO 5G ROUTERS WITH CASES AND BACKUP BATTERIES FROM DISCOUNTCELL, LLC FOR THE ELECTIONS DEPARTMENT USING THE TEXAS DIR COOPERATIVE CONTRACT # CPO-4905 IN THE AMOUNT OF \$63,000.00

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

MINUTE ORDER 307.24 (2.4) APPROVING TO PURCHASE A 2023 MACK MD7 WITH AN ASPHALTIC PATCHER FROM VANGUARD TRUCK CENTERS (AN EAST TEXAS MACK RESELLER) USING TIPS CONTRACT # 230802 IN THE AMOUNT OF \$285,618.00 FOR COMMISSIONER, PRECINCT 2.

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

MINUTE ORDER 308.24 (2.5) APPROVING TO PURCHASE A 2025 MACK P164 FROM BRUCKNER'S TRUCK EQUIPMENT USING CHOICE PARTNERS CONTRACT #24-019TC-01 IN THE AMOUNT OF \$147,931.00 FOR COMMISSIONER, PRECINCT 2.

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

MINUTE ORDER 309.24 (2.6) APPROVING TO PURCHASE A 2024 JOHN DEERE 320P FROM RDO EQUIPMENT (A JOHN DEERE-AUTHORIZED DEALER) USING SOURCEWELL CONTRACT #011723-JDC IN THE AMOUNT OF \$143,161.63 FOR COMMISSIONER, PRECINCT 4.

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

MINUTE ORDER 310.24 (2.7) APPROVING HOK TASK ORDER #6 USING THE MASTER SERVICES AGREEMENT (MSA) BETWEEN ELLIS COUNTY AND HOK, INC. (MINUTE ORDER 147.22) FOR ARCHITECTURAL SERVICES ON THE COURTS & ADMINISTRATION BUILDING RENOVATION PROJECT, PHASE 1, IN AMOUNT OF \$360,500.00 PLUS ESTIMATED REIMBURSABLE EXPENSES IN THE AMOUNT OF \$5,298.56.

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

MINUTE ORDER 311.24 (2.8) APPROVING TO PURCHASE A LIEBERT UNINTERPRETABLE POWER SUPPLY AND INSTALLATION SERVICES FROM SOLID IT NETWORKS FOR THE COURTS & ADMINISTRATION DATA CENTER IN THE AMOUNT OF \$178,630.91 USING THE TEXAS DEPARTMENT OF INFORMATION RESOURCES COOPERATIVE CONTRACT #DIR-TSO-4296.

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

MINUTE ORDER 312.24 (2.9) APPROVING FOR THE COUNTY JUDGE TO SIGN AN AGREEMENT WITH TJD CONSULTING FOR GRANT WRITING SERVICES IN THE AMOUNT NOT TO EXCEED \$30,000.00 FOR FY2024 AND WITH AN OPTIONAL ANNUAL RENEWAL NOT TO EXCEED \$120,000.00 PER YEAR.

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

ADMINISTRATIVE

NO ACTION (3.1) PRESENTATION OF THE NEW MIDLOTHIAN TAX OFFICE. – *TAX ASSESSOR/COLLECTOR RICHARD ROZIER*

PUBLIC HEARING

OPEN PUBLIC HEARING @ 2:55 P.M.

MOTION TO OPEN P.1. BY COUNTY JUDGE LITTLE, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

P.1. PUBLIC HEARING TO ALLOW ANYONE WHO HAS AN INTEREST IN THE CREATION OF THE DISTRICT TO PRESENT GROUNDS EITHER FOR OR AGAINST THE CREATION OF THE DISTRICT.

PUBLIC PARTICIPATION: ROBERT GILLENLINE (IN FAVOR)

CLOSE PUBLIC HEARING @ 2:58 P.M.

MOTION TO CLOSE P.1 BY COMMISSIONER STINSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 313.24 (3.2) APPROVING TO ORDER AN ELECTION TO BE HELD ON NOVEMBER 5, 2024 TO CONFIRM THE CREATION OF ELLIS COUNTY EMERGENCY SERVICES DISTRICT No. 10 AND AUTHORIZING THE IMPOSITION OF A TAX NOT TO EXCEED THE RATE ALLOWED BY SECTION 48-E, ARTICLE III, OF THE TEXAS CONSTITUTION. – *ELECTIONS ADMINISTRATOR JANA ONYON*

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

TABLED (3.3) APPROVING TO OBLIGATE \$250,000.00 OF ARPA FUNDS FOR SURFACE TRANSPORTATION PROJECTS (REPAIR OF VILLAGE CREEK BRIDGE ON NOVY ROAD AND REPLACEMENT OF CULVERT AND HEADWALL ON SHANKLE ROAD) IN RESPONSE TO RECENT FLOODING CONDITIONS. – *PRECINCT 1 COMMISSIONER RANDY STINSON*

TABLED (3.4) APPROVING TO OBLIGATE \$250,000.00 OF ARPA FUNDS FOR SURFACE TRANSPORTATION PROJECTS (WEAKLY BRANCH BRIDGE, MORGAN ROAD BRIDGE, COX ROAD CULVERT, AND CROSBY, MIKE & HOLDER ROAD SURFACES) IN RESPONSE TO RECENT FLOODING CONDITIONS. – *PRECINCT 3 COMMISSIONER LOUIS PONDER*

TABLED (3.5) APPROVING TO OBLIGATE \$250,000.00 OF ARPA FUNDS FOR SURFACE TRANSPORTATION PROJECTS (SHAWNEE, OZRO, AND LO WATER BRIDGES, JOE WILSON ROAD AND BUFFALO STREET CULVERTS, AND BELLS CHAPEL ROAD SURFACE) IN RESPONSE TO RECENT FLOODING CONDITIONS. – *PRECINCT 4 COMMISSIONER KYLE BUTLER*

NO ACTION (3.6) PRESENTATION OF THE CONSOLIDATED BUDGET HEARING REPORT FOR FISCAL YEAR 2025. – *RYAN GARRETT, CHIEF OF STAFF FOR THE COUNTY JUDGE*

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

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

EXECUTIVE SESSION

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

4.1 PURSUANT TO GOVERNMENT CODE §551.071(1), CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING TCEQ MATTERS, SPECIFICALLY PENDING TEXAS

POLLUTANT DISCHARGE ELIMINATION SYSTEMS PERMITS (TPDES) AND PENDING PETITIONS FOR THE CREATION OF MUNICIPAL UTILITY DISTRICTS (MUDs).

RECONVENED TO REGULAR SESSION 4:24 P.M.

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

(TO AGENDA ITEM 3.7)

NO ACTION (3.7) DISCUSSION, CONSIDERATION, AND ACTION REGARDING THE APPLICATION OF THE PROPOSED CREATED OF THE BRAHMAN RANCH MUNICIPAL UTILITY DISTRICT (MUD) OF ELLIS COUNTY AND JOHNSON COUNTY. THE ± 438.7-ACRE SITE IS LOCATED NEAR THE INTERSECTION OF FM 157 & FM 2258, ROAD AND BRIDGE PRECINCT NO. 4. – *DEPARTMENT OF DEVELOPMENT DIRECTOR ALBERTO MARES*

(TO AGENDA ITEM 2.10)

MINUTE ORDER 314.24 (2.10) GRANTING AN EXEMPTION UNDER SECTION 262.024(A)(7) OF THE LOCAL GOVERNMENT CODE FROM THE BIDDING REQUIREMENTS UNDER SECTION 262.023 OF THE LOCAL GOVERNMENT CODE FOR THE PURCHASE OF PROFESSIONAL LEGAL SERVICES.

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

MINUTE ORDER 315.24 (2.11) APPROVING TO ENGAGE LITTLER MENDELSON P.C. FOR PROFESSIONAL LEGAL SERVICES REGARDING EMPLOYMENT MATTERS USING THE EXEMPTION GRANTED IN ITEM 2.10.

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

ADJOURNMENT 4:26 P.M.

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON JUNE 11, 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 25TH DAY OF JUNE 2024.

KRYSTAL VALDEZ, COUNTY CLERK

COMMISSIONERS COURT AGENDA REQUEST A.4

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The 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: 06/19/2024 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: 06/11/2024

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

June 1, 2024 - June 14, 2024 pursuant to Local Government Code §114.024

* _____
County Attorney Approval

Trial Balance for Ellis County

From 06/01/2024 - 06/14/2024

Fund	Name	Opening Balance	Debit	Credit	Closing Balance
1	GENERAL FUND	68,845,406.96	6,846,739.24	11,473,751.98	64,590,704.87
2	ROAD IMPROVEMENT FUND	2,161,344.03	1,596.40	-	2,172,959.23
3	ROAD/BRIDGE PCT. 1	3,259,779.31	125,211.54	130,774.12	3,269,711.35
4	ROAD/BRIDGE PCT. 2	3,041,383.46	42,095.83	54,885.41	3,042,753.75
5	ROAD/BRIDGE PCT. 3	1,707,967.63	51,045.53	69,873.80	1,696,927.56
6	ROAD/BRIDGE PCT. 4	3,150,816.58	252,394.63	384,032.47	3,034,066.54
7	ADULT PROBATION	1,204,251.32	343,730.04	74,933.50	1,473,047.86
8	JUVENILE PROBATION	74,408.09	799,628.74	210,842.71	664,541.74
9	F/M PCT. 1	3,813,573.31	77,624.81	91,763.71	3,817,508.25
10	F/M PCT. 2	1,700,201.35	41,820.76	64,732.01	1,685,393.54
11	F/M PCT. 3	1,557,627.42	256,133.26	475,821.42	1,345,398.66
12	F/M PCT. 4	2,208,193.13	56,133.26	81,711.90	2,193,128.44
13	LATERAL ROAD PCT. 1	450,206.30	-	-	452,281.61
14	COUNTY & DISTRICT CT TECH	48,504.96	136.00	-	48,874.98
15	JUSTICE COURT TECHNOLOGY FUND	236,316.96	730.99	-	238,204.54
16	DC ARCHIVES RECORDS MANAGEMENT	186,691.07	20.00	-	187,554.56
17	JURY	132,694.30	2,363.86	24,432.00	111,586.88
18	PERMANENT IMPROVEMENT	6,861,414.55	186,589.28	237,086.07	6,848,391.46
19	LAW LIBRARY	22,106.14	8,964.55	7,354.96	25,767.73
20	TRUST AND AGENCY FUND	-	-	-	-
21	RECORDS MANAGEMENT	2,561,845.23	17,310.00	-	2,592,497.71
22	CC ARCHIVES RECORDS MANAGEMENT	1,760,266.59	-	-	1,768,201.87
23	ROW AVAILABLE	(145,876.82)	-	-	(145,875.62)
24	FIRE MARSHAL SPECIAL FUND	201,255.19	-	-	202,182.93
26	DISTRICT COURT RECORDS TECH	250,678.87	-	-	251,805.13
27	ROAD DISTRICT #1	930,737.89	-	-	935,028.38
28	ROAD DISTRICT #5	16,541.80	-	-	16,618.05
29	ROAD DISTRICT #16	215,982.49	-	-	216,978.12
30	CHECK PROCESSING FEE AC	145,746.42	-	-	146,418.28
31	DRUG FORFEITURE FUND	297,818.45	-	-	299,191.33
32	GEN RECORD MANAGE/PRESE	928,706.96	5,510.68	-	940,038.02
33	COURTHOUSE SECURITY FUN	516,478.26	3,627.00	-	523,575.54
34	COURT REC PRESERVATION 51.708	197,807.05	1,780.00	-	200,572.01
36	ELECTIONS ADMIN FEES	25,226.18	2,218.00	-	27,513.40
38	SERIES 07 INTEREST & SINKING	906,446.80	13,513.86	-	924,416.39
40	SERIES 07 BOND PROJECT	52.91	-	3,062.69	-
42	SHERIFF FEDERAL DRUG FORFEITURE	605,024.17	-	-	607,812.64
43	COUNTY CLERK VITALS PRESERVATION	44,203.87	380.00	-	44,824.87
45	ELLIS CO COMM CORRECTIONS	19,597.04	73,369.00	12,491.33	80,474.71
46	SHERIFF SEIZURE FUND	180,706.01	-	-	181,520.52
47	SHERIFF DRUG FORFEITURE	392,286.37	-	-	394,094.66
48	DISTRICT ATTY DRUG SEIZ	523,564.84	2,692.00	-	528,637.98
50	CIVIL SUPERVISION FEES	247,968.10	12,825.34	5,387.90	255,405.54
53	COURT FACILITY FEES	167,729.09	3,300.00	-	172,733.25
55	OPIOID SETTLEMENT	119,240.33	-	-	119,772.67
56	CONSTABLE PCT #2 FORFEITURE	1,498.58	-	-	1,498.58
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	71,333.94	811.19	-	72,591.57
63	AMERICAN RESCUE PLAN	17,647,046.39	327,535.00	655,069.62	17,401,321.72
66	JUVENILE JUSTICE ALTERNATIVE EDUC	11,377.50	113,749.52	24,792.95	100,334.07
68	VEHICLE REPLACEMENT FUND	2,760,179.63	-	87,887.00	2,672,292.63
71	TREASURERS HELD PROPERTY	1,442.60	-	-	1,442.60
72	ELLIS COUNTY LEVEE #2	361,710.57	-	-	363,340.39
73	ELLIS COUNTY LEVEE #3	428,375.07	-	-	430,303.20
74	ELLIS COUNTY LEVEE #4	8,518.63	-	-	8,518.63
75	JUVENILE PROBATION FEES	83,723.94	-	-	83,723.94
76	SUBDIVISION INSPECTION FEES	2,775.00	-	-	2,775.00
79	CHAPTER 47 SEIZURE FUND	82,194.21	-	-	82,194.21
80	SB22 - SHERIFF	502,606.98	-	-	502,606.98
81	SB22 - DA	227,720.61	-	20,318.99	207,401.62
91	UNCLAIMED PROPERTY	50,427.58	-	-	50,427.58
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	-	-	25,104.89
130	DISTRICT ATTY LOOSE FUNDS	2,317.28	-	-	2,317.28
131	LANGUAGE ACCESS FUND	26,067.39	658.13	-	26,758.52
		134,074,096.62	9,672,238.44	14,191,006.54	130,225,051.21

A.5

COMMISSIONERS COURT AGENDA REQUEST

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

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Please fill out this form completely:

DATE: June 14, 2024

NAME: Tim Birdwell

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

DEPARTMENT OR ASSOCIATION: Ellis County Fire Marshal

ADDRESS: 109 S. Jackson, Suite 265

PREFERRED DATE TO BE PLACE ON AGENDA: June 25, 2024

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

Approval of Audit Report for the following ESD Board of Directors: Pursuant to 775.082, Texas Health and Safety Code, please accept the annual Audit Report of the fiscal accounts and records of the following Emergency Services District in Ellis County. **For ESD#3 Italy**

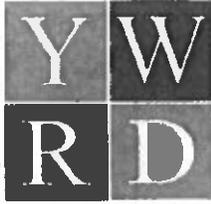
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County Attorney Approval

**ELLIS COUNTY EMERGENCY SERVICES
DISTRICT #3**

**STATEMENT OF CASH RECEIPTS
AND DISBURSEMENTS**

Year Ended September 30, 2023



YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Greer Yeldell, CPA | Tracie Wood, CPA | Joyce Reeve, CPA | Bryan Thomas, CPA

To the Board of Directors of
Ellis County Emergency Services District #3
Italy, Texas

Management is responsible for the accompanying statement of cash receipts and disbursements of Ellis County Emergency Services District #3 (District) for the year ended September 30, 2023, in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the statement of cash receipts and disbursements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on the statement of cash receipts and disbursements.

The statement of cash receipts and disbursements is prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in a financial statement prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statement, they might influence the user's conclusions about the District's cash receipts and disbursements. Accordingly, the financial statement is not designed for those who are not informed about such matters.

YWRD, P.C.

YWRD, PC
Certified Public Accountants

Waxahachie, Texas
June 6, 2024

611 S. Clay St. | P.O. Box 1087 | Ennis, Texas 75120
405 Sycamore St. | Waxahachie, Texas 75165
P: 972.878.2611 | www.ywrd.cpa | F: 972.878.2220

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #3
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
Year Ended September 30, 2023

CASH RECEIPTS	
Property taxes	\$ 204,748
Interest	4,306
Lease agreement	5,912
Contributions	2,400
TOTAL CASH RECEIPTS	<u>217,366</u>
 CASH DISBURSEMENTS	
Appraisal district fee	1,756
Building and yard maintenance	24,467
Contract labor	8,470
Emergency personnel equipment	11,913
Emergency vehicle fuel	5,335
Emergency vehicle repair	48,799
Insurance	9,235
Loan payments	44,096
Office	5,749
Payroll and payroll taxes	20,654
Professional fees	1,405
Training	47
Utilities	15,300
Volunteer fire department awards dinner	1,591
TOTAL CASH DISBURSEMENTS	<u>198,816</u>
 INCREASE IN CASH	 18,549
 BEGINNING CASH	 <u>375,898</u>
ENDING CASH	<u><u>\$ 394,447</u></u>

See independent accountant's compilation report.

A. G

COMMISSIONERS COURT AGENDA REQUEST

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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: June 14, 2024

NAME: Tim Birdwell

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

DEPARTMENT OR ASSOCIATION: Ellis County Fire Marshal

ADDRESS: 109 S. Jackson, Suite 265

PREFERRED DATE TO BE PLACE ON AGENDA: June 25, 2024

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

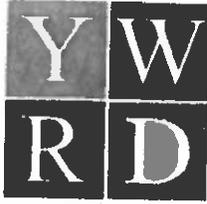
Approval of Compilation report. Pursuant to 775.082, Texas Health and Safety Code, acceptance of the annual Compilation Report of the fiscal accounts and records of Emergency Services District in Ellis County. **For ESD#8 Avalon**

*
County Attorney Approval

**ELLIS COUNTY EMERGENCY SERVICES
DISTRICT #8**

**STATEMENT OF CASH RECEIPTS
AND DISBURSEMENTS**

Year Ended September 30, 2023



YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Greer Yeldell, CPA | Tracie Wood, CPA | Joyce Reeve, CPA | Bryan Thomas, CPA

To the Board of Directors
Ellis County Emergency Services District #8
Avalon, Texas

Management is responsible for the accompanying statement of cash receipts and disbursements of Ellis County Emergency Services District #8 (District) as of September 30, 2023, in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the statement of cash receipts and disbursements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the statement of cash receipts and disbursements.

The statement of cash receipts and disbursements is prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all of the disclosures ordinarily included in a financial statement prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statement, they might influence the user's conclusions about the District's cash receipts and disbursements. Accordingly, the financial statement is not designed for those who are not informed about such matters.

YWRD, P.C.
Certified Public Accountants

Ennis, Texas
June 12, 2024

611 S. Clay St. | P.O. Box 1087 | Ennis, Texas 75120
405 Sycamore St. | Waxahachie, Texas 75165
P: 972.878.2611 | www.ywrd.cpa | F: 972.878.2220

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #8
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
Year Ended September 30, 2023

CASH RECEIPTS	
Ad Valorem Taxes Collected	\$ 81,924
Interest	26
Other	6,865
TOTAL CASH RECEIPTS	<u>88,815</u>
 CASH DISBURSEMENTS	
Avalon Volunteer Fire Department:	
Administration	400
Operation and Maintenance	49,661
Planning and Goals	74,110
Emergency Services District #8:	
Administration	2,617
Operation and Maintenance	2,568
TOTAL CASH DISBURSEMENTS	<u>129,356</u>
DECREASE IN CASH	(40,541)
BEGINNING CASH	<u>104,528</u>
ENDING CASH	<u><u>\$ 63,987</u></u>

See accountant's compilation report

A.7

ELLIS COUNTY COMMISSIONERS COURT		Court Date: June 25, 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 MAY 2024 CONSENT AGENDA ITEM		

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

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

REVENUE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0000-202500	TCEQ Line Item	\$ 560.00
001-0060-400580	PWA (Permits)	\$ 24,025.00
001-0060-400720	Plats (Subdivisions)	\$ 8,836.00
001-0060-400940	Septic Fees	\$ 33,150.00
001-0060-406080	Misc. Fees	\$ 1,650.00
001-0921-406260	Recording Fees	\$ 585.00
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	\$ 41,795.76
006-0754-400920	Pct. No. 4 – Subdivision Percentage (Road) Fees	\$ 0.00
076-0976-409760	Subdivision Inspection Fees (Special Fund)	\$ 0.00
REVENUES		\$ 110,601.76

EXPENSE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0060-506010	Travel Reimbursement	\$ 0.00
001-0060-507030	Telephone	\$ 398.97
001-0060-508010	Supplies	\$ 526.44
001-0060-508020	Equipment	\$ 0.00
001-0060-508050	Conference	\$ 0.00
001-0060-508060	Dues	\$ 0.00
001-0060-508080	Auto Gas	\$ 961.91
001-0060-508090	Auto Repairs	\$ 0.00
001-0060-508100	Auto Tires	\$ 123.99
001-0060-508190	Computer	\$ 2,367.72
001-0060-508210	Uniform	\$ 0.00
001-0060-508680	Contract Services	\$ 358.21
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		\$ 5,695.57

COMMISSIONERS COURT AGENDA REQUEST A.8

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.

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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: 6/18/24 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: 6/25/24

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

CONSENT AGENDA-
DISCUSSION, CONSIDERATION, AND APPROVAL TO APPOINT COUNTY JUDGE TODD LITTLE AS THE VOTING DELEGATE FOR ELLIS COUNTY AT THE NATIONAL ASSOCIATION OF COUNTIES CONFERENCE JULY 9TH- 14TH, 2024 IN TAMPA, FLORIDA.

COMMISSIONERS COURT AGENDA REQUEST

Fil

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Please fill out this form completely:

DATE: 06/17/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Staci Parr

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06/25/2024

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

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

Line Item Transfer

DECREASE001-0030-508020 Equipment by \$3,000

DECREASE 001-0030-508350 Training by \$2,500

DECREASE 001-0030-508190 Computer Equipment by \$3,500

INCREASE 001-0030-508880 Computer Software by \$9,000

F12

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: 06/17/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Constable Curtis Polk, Jr

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Constable Pct 3

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06/25/2024

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

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

DECREASE 001-0613-508020 Equipment by \$2,000
DECREASE 001-0613-508090 Auto Repairs by \$800
DECREASE 001-0613-508100 Auto Tires by \$850
DECREASE 001-0613-508350 Training by \$1,300
INCREASE 001-0613-508190 Computer Equipment by \$4,950



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
001-0613-508020	EQUIPMENT	\$ 2,000.00
001-0613-508090	AUTO REPAIRS	\$ 800.00
001-0613-508100	AUTO TIRES	\$ 850.00
001 -0613-508350	TRAINING	\$ 1,300.00
	TOTAL:	\$ 4,950.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0613-508190	COMPUTER EQUIPMENT	\$ 4,950.00
	TOTAL:	\$ 4,950.00

Curtis Polk Jr.
Signature

06/07/2024
Date

ELLIS CO. CONSTABLE OFFICE PCT. 3
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:

Sarah A. Parr

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: 06/18/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Constable Curtis Polk, Jr

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Constable Pct 3

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06/25/2024

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

<p>**CONSENT AGENDA - FINANCIAL** Line Item Transfer DECREASE 001-0613-508210 Uniform Exp by \$150 INCREASE 001-0613-508100 Auto Tires by \$150</p>
--

6611



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
001-0613-508210	UNIFORM EXP	\$ 150.00
	TOTAL:	\$ 150.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0613-508100	AUTO TIRES	\$ 150.00
	TOTAL:	\$ 150.00

<i>Curtis Polk Jr</i>	06/18/2024	ELLIS CO. CONSTABLE PCT. 3
Signature	Date	Department

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

APPROVED THIS _____ DAY OF _____, _____

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

REVIEWED BY COUNTY AUDITOR'S OFFICE: *Stacia Pany*

COMMISSIONERS COURT AGENDA REQUEST

F.4

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

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

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Please fill out this form completely:

DATE: 06/17/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Constable Mike Jones

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Constable Pct 4

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06/25/2024

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

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

DECREASE 001-0614-508100 Auto Tires by \$1,000
DECREASE 001-0614-508120 Radios by \$1,000
INCREASE 001-0614-508090 Auto Repairs by \$2,000

COMMISSIONERS COURT AGENDA REQUEST

F.5

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-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: 06.06.2024 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Ann Montgomery

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County & District Attorney

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06.25.2024

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

Decrease Line Item 001-0360-~~508030~~(Furniture-Fixtures) by \$5,000.00

Decrease Line Item 001-0360-506010 (Mileage) by \$1,000.00

Decrease Line Item 001-0360-508020 (Equipment) by \$1,000.00

Increase Line Item 001-0360-508680 (Contract Services) by \$7,000.00

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.

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Please fill out this form completely:

DATE: 06/17/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Lane Grayson

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner Pct 2

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06/25/2024

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

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

DECREASE 010-0653-509150 FM2 Gravel by \$150,000
INCREASE 010-0653-508020 FM2 Equipment by \$150,000

COMMISSIONERS COURT AGENDA REQUEST

F.7

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

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Please fill out this form completely:

DATE: 06/17/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Louis Ponder

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner Pct 3

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06/25/2024

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

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

Line Item Transfer

DECREASE 005-0703-509090 RB3 Repairs/Parts by \$2,000

INCREASE 005-0703-508190 RB Computer Equipment by \$500

INCREASE 005-0703-509180 RB3 Tools/Hardware by \$1,500

**ELLIS COUNTY BUDGET
2023/2024 Line Item Adjustment**

I Am requesting the the Ellis County Commissioners' Court make necessary line item adjustments to the Road and Bridge Precint 3 Budget as follows:

TRANSFER FROM:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
005-0703-509090	RB3 REPAIR/PARTS	\$2,000.00

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
005-0703-508190	RB3 COMPUTER	\$500.00
005-0703-509180	RB3 TOOLS/HARDWARE	\$1,500.00

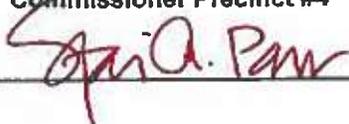
Signature of Department Head Date Signed 4/11/2024 Road & Bridge #3
Department

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

APPROVED THIS ____ DAY OF _____, 2023

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

Approved by County Auditor's Office:



COMMISSIONERS COURT AGENDA REQUEST F.8

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: 06/18/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Alberto Mares

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Department of Development

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06/25/2024

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

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

DECREASE 001-0060-508680 Contract Services by \$6,000
INCREASE 001-0060-508020 Equipment by \$3,300
INCREASE 001-0060-508190 Computer Equipment by \$2,700

COMMISSIONERS COURT AGENDA REQUEST

F. 9

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: 06/19/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Brad Norman

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Jail

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06/25/2024

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

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

Line Item Transfer

DECREASE 001-0015-505020 Salaries - Full time by \$73,000

INCREASE 001-0015-507020 Repairs by \$73,000

RECEIVED



ELLIS COUNTY LINE ITEM ADJUSTMENT
FISCAL YEAR 2023-2024

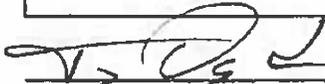
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2023/2024 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-505020	Salaries - Full Time	S 73,000.00
	TOTAL	S 73,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-507020	Repairs	S 73,000.00
	TOTAL	S 73,000.00


Signature of Department Head

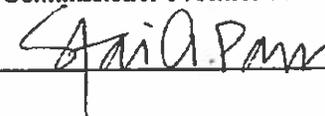
June 18, 2024
Date Signed

015 / JAIL
Department

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

APPROVED THIS _____ DAY OF _____, 2024

- _____ County Judge
- _____ Commissioner Precinct #1
- _____ Commissioner Precinct #2
- _____ Commissioner Precinct #3
- _____ Commissioner Precinct #4

Approved by County Auditor's Office: 



HVAC Equipment 631-20, Building Maintenance, Repair and Operators
Supplies and equipment 657-21, Trade Services and Labor 638-21

June 4, 2024

Ellis County
101 W. Main St., Suite 203
Waxahachie, Texas 75165

Attention: Anthony Thornton
Subject: Replace hot water storage tank
Locations: Detention Center – 300 S. Jackson

We are pleased to propose the following for consideration of replacing the existing hot water storage tank in the "old jail".

We propose to furnish all labor and material for a cost of \$67,622.00 (excludes sales tax)

Scope:

- Stage new tank in existing mechanical room
 - ASME Sec IV HLW
 - Niles Steel Tank Standard Construction
 - 765 Gal / 848 nominal capacity
 - R-16 Top Coat insulation
 - 160 psi bladder
 - Lead time 13-16 weeks
- Pipe new tank existing mixing valves, hot water supply and return lines to a point close to existing lines and prepare for change over
- Supply and install new T&P valve
- Shut down hot water
- Make final connections to existing mixing valves, hot water supply and return
- Return hot water to service utilizing new storage tank
- Demo existing storage tank and remove from site

Note: hot water shutdown to be less than 24 hours as instructed by County personnel

Note: New tank will be in a new location as discussed with County personnel

This proposal does not include any sales tax, new electrical service, permit, expedited freight or any special handling charges that may be applicable overtime labor, repairs to existing boiler, asbestos testing or abatement

This proposal will remain in effect for a period of thirty (30) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

6115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8874 Fax (972) 701-0479

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12167 Austin, TX 78711 800.803.8202 TACLAB4273C
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78768 800.845.8584 M11944

June 4, 2024

Sincerely,

Gary P. Nuñez
General Manager
AMS of Texas, LLC

Yes. We do accept this proposal _____

Print Name: _____ (Date)

Signature: _____

Debra Brown

Subject: FW: Hot water tank replacement

From: Terry Ogden <terry.ogden@elliscounty.texas.gov>
Sent: Monday, June 17, 2024 11:32 PM
To: Debra Brown <debra.brown@elliscounty.texas.gov>; Brad Norman <brad.norman@elliscounty.texas.gov>
Subject: Re: Hot water tank replacement

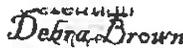
Add it to the line item transfer, I'm sure if we don't spend it will still be needed for overtime.

Chief Deputy Terry Ogden
Detention Division
Ellis County Sheriff's Office

From: Debra Brown <debra.brown@elliscounty.texas.gov>
Sent: Monday, June 17, 2024 6:45:05 PM
To: Terry Ogden <terry.ogden@elliscounty.texas.gov>; Brad Norman <brad.norman@elliscounty.texas.gov>
Subject: RE: Hot water tank replacement

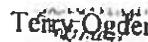
The quote is for \$67,622.00 but doesn't include any electrical. Do you want to get a quote for the electrical so I can move it all at one time? Or do you want to estimate you will need an additional \$5,000.00 for it?

I have until Wednesday at noon to get the request sent over.

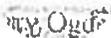

Admin Assistant
Ellis County Sheriff's Office
972-825-4972

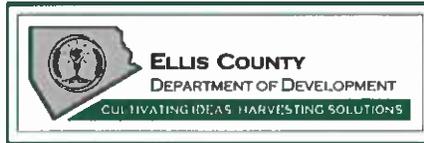
From: Terry Ogden <terry.ogden@elliscounty.texas.gov>
Sent: Friday, June 14, 2024 11:59 AM
To: Debra Brown <debra.brown@elliscounty.texas.gov>; Brad Norman <brad.norman@elliscounty.texas.gov>
Subject: Re: Hot water tank replacement

Debra, I spoke with the Sheriff, and he is ok with transferring from salary.


Chief Deputy
Ellis County Sheriff's Office
Jail Division

*"There is no limit to the amount of good you can do if you first care who gets the credit."
Ronald Reagan*





**Department of Development Agenda Items
Ellis County Commissioners' Court -
June 25, 2024
2:00 PM**

CONSENT AGENDA

Consent Item No. 1

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

Consent Item No. 2

Discussion, consideration, and action of a platting exemption for Parcel ID No. 181271 – 3798 Old Fort Worth Road, as stated in Texas Local Government Code, Section 232.0015 (e). The ± 2.62-acre site is located at the southwest corner of Miller Road & Old Fort Worth Road, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4.

(Commissioner Butler requested the second consent item remain on Consent)

REGULAR AGENDA

Agenda Item No. 1.1

Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID 227605 & 250571. This ± 1.663-acre site is located ± 615 feet southeast of the intersection of FM 983 and Parksville Drive (a private road) located in the extraterritorial jurisdiction (ETJ) of the City of Ferris, Road and Bridge Precinct No. 1.

Agenda Item No. 1.2

Discussion, consideration, and action on a request for a variance for Parcel ID 304027 – (the proposed GA Morgan Estates) from Section IV (B) of the Subdivision & Development Regulations to allow this property to develop with an existing structure encroaching into the proposed front building line setback and front drainage and utility easement. The ± 1.41-acre site is located ± 1,775 feet west of the intersection of Hoyt Road and Angus Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 3.

Agenda Item No 1.3

Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID 192690. This ± 2.346-acre site is located ± 3,475 feet southwest of the intersection of FM 813 and Clopton Lake Road (a private road) located in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 4.



Agenda Item No. 1.4

Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID No. 181085 (4330 & 4328 Cement Valley Rd.). This ± 3.74-acre site is located ± 130 feet southeast of the intersection of Cement Valley Road and St. Jacques Avenue in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4.

Agenda Item No. 1.5

Discussion, consideration, and action to accept a performance bond for the proposed Edgewood Estates. The ± 83.567-acre site is located ± 2,010 feet east of the intersection of FM 875 and Skinner Road, situated in the D.P. Fearis Survey, Abstract No. 378, Waxahachie, Road & Bridge Precinct No. 3.

Agenda Item No. 1.6

Discussion, consideration, and action to release a performance bond and accept a maintenance bond for the Byrum Ranch, Phase One. The ± 93.237-acre site is located on the northwest corner of the intersection of FM 157 and Ozro Road, situated in the J. Jackson Survey Abstract No. 561, in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Road & Bridge Precinct No. 4.

Agenda Item No. 1.7

Discussion, consideration, and action to ratify staff action on a plat of Triple R Ranch. The ± 5.716-acre site is located ± 1,600 feet southeast of the intersection of West State Highway 34 and FM 985, situated in the Nathan Hodge Survey Abstract No. 509, Bardwell, Road and Bridge Precinct No. 2.

EXECUTIVE SESSION

MUD updates

ELLIS COUNTY COMMISSIONERS COURT		June 25, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	Variance Request – Road Frontage - Parcel ID No. 227605 & 250571 Pct. No. 1 AGENDA ITEM NO. 1.1		

CAPTION:
Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID 227605 & 250571. This ± 1.663-acre site is located ± 615 feet southeast of the intersection of FM 983 and Parkville Drive (a private road) located in the extraterritorial jurisdiction (ETJ) of the City of Ferris, Road and Bridge Precinct No. 1.

CASE TYPE:

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

IDENTIFYING LANDMARK:
Parcel ID No. 227605, 250571

APPLICANT(s):
Jason & Candice Garcia

ATTACHMENTS:

- 1) Location Map
- 2) Letter of Request
- 3) Survey Exhibit
- 4) Court Order

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to develop this property into a residential tract of land.
- Although the property contains ± 1.663 acres, it sits on a private road and thus does not meet the minimum 150-foot road frontage requirement. The only way to develop this property is through a variance from the Commissioners Court.
- The current property was given to them by their family as part of their great-grandparents’ estate, with their grandmother currently living on the property in a mobile home.
- The applicant wants to replace the existing mobile home structure and build a barndominium-type structure for their future family home.
- A land swap between the family members has been proposed, as depicted within the survey, to create a contiguous tract of land (see Tract 2) should this variance be approved.

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

DATE OF NOTIFICATION	NO. OF LETTERS
6/12/2024	Nine (9) letters

PERTINENT REGULATION(s):

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

Relief Sought From:	County Dev. Standard:	Applicant's Request:	Difference:
Lots – Minimum Public Road Frontage	150 feet	± 0 feet (access to the property via recorded access easements)	± 150 feet

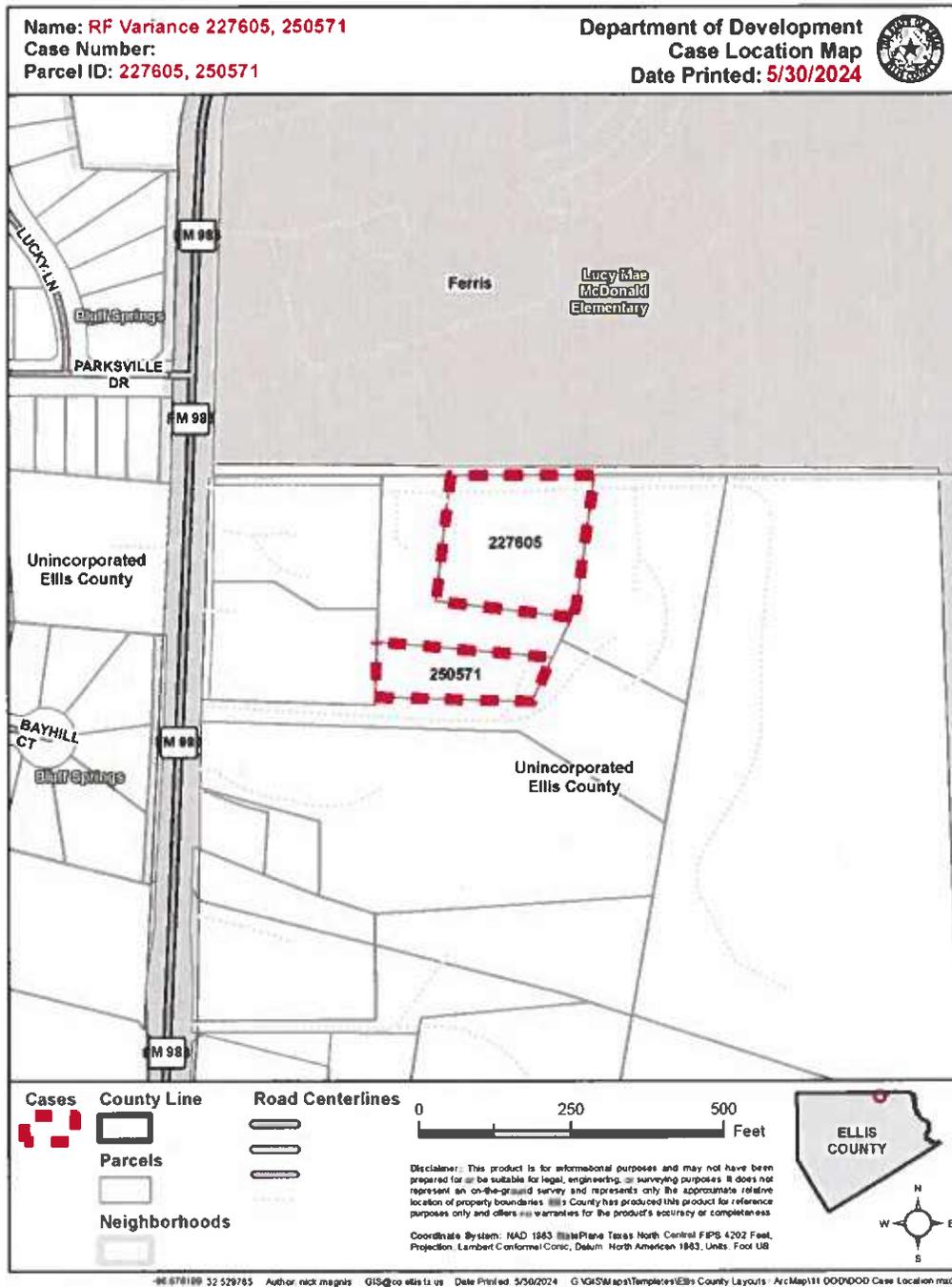
Section VIII (B) relief from the rules and regulations:

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

FINAL ANALYSIS:

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

1. The property owner or applicant shall submit a plat identical to the survey plat provided for the property (additional variances may be required for other properties not meeting the regulations in effect at the time of permitting).
2. No further subdivision of this property shall occur until it can meet the subdivision requirements in effect at that time.
3. Approval of this variance request does not extend to multi-tenant, multi-unit, or any other commercial structures or businesses without meeting the requirements in effect at that time.



Ellis County Commissioners Court

My name is Jason Garcia and together, with my wife Candice, we currently own property IDs 227605 and 250571. My brother, George Garcia Jr, owns the adjacent property ID 243433. The surrounding adjacent properties are currently owned by my great aunt and great uncle, who are the children of my great-grandparents. These properties were once together in creating my great-grandparents estate. Upon their passing, the property was then split amongst the family.

We are applying for a variance in order to achieve approval to build a home on what was once my great-grandparents estate. We acquired these properties in 2010 from my grandmother with intentions of building our forever home and keeping the family estate together. There is currently a mobile home on the property where my elderly grandmother resides. Our plan is to replace the mobile home with a new construction. We currently have no official floor plans, but our idea is to build a barndominium style home with the possibility of adding a small pool and shop in the future. We have a private access road but do not own road frontage to FM 983.

Attached is a copy of the proposed survey that our surveyor has prepared and will be completed upon approval. This will redraw the property lines to conjoin property ID 227605 and 250571, leaving only 2 adjacent properties. One being property ID 243433 owned by my brother, George Garcia Jr. and the other being our 2 said properties as 1.

Thank You for your time,
Jason and Candice Garcia

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On June 25, 2024, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present to wit:

COUNTY JUDGE:

Judge Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, GRANTING A VARIANCE REQUEST TO VOLUME I, SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT STANDARDS REGARDING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENTS FOR PARCEL ID 227605 AND 250571. THIS ± 1.663-ACRE SITE IS LOCATED ± 613 FEET SOUTHEAST OF THE INTERSECTION OF FM 983 AND PARKVILLE DRIVE (A PRIVATE ROAD) LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF FERRIS, ROAD AND BRIDGE PRECINCT NO. 1., PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. GRANTING OF A VARIANCE.

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

SECTION 2. CONDITIONS OF APPROVAL

The variance is hereby granted for Parcel ID No. 227605 & 250571 from Volume I, Section IV (A) of the Subdivision & Development Standards, allowing one (1) lot without meeting the minimum road frontage requirement, subject to the following conditions:

- 1) The property owner or applicant shall submit a plat identical to the survey plat provided for the property (additional variances may be required for other properties not meeting the regulations in effect at the time of permitting).
- 2) No further subdivision of this property shall occur until it can meet the subdivision requirements in effect at that time.
- 3) Approval of this variance request does not extend to multi-tenant, multi-unit, or any other commercial structures or businesses without meeting the requirements in effect at that time.

Relief Sought From:	County Development Standard:	Approved Request:	Difference:
Lots – Minimum Public Road Frontage	150 feet	± 0 feet (access to the property via recorded access easements)	± 150 feet

SECTION 3. CONFLICTS

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS, ON THIS THE 25TH DAY OF JUNE 2024.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

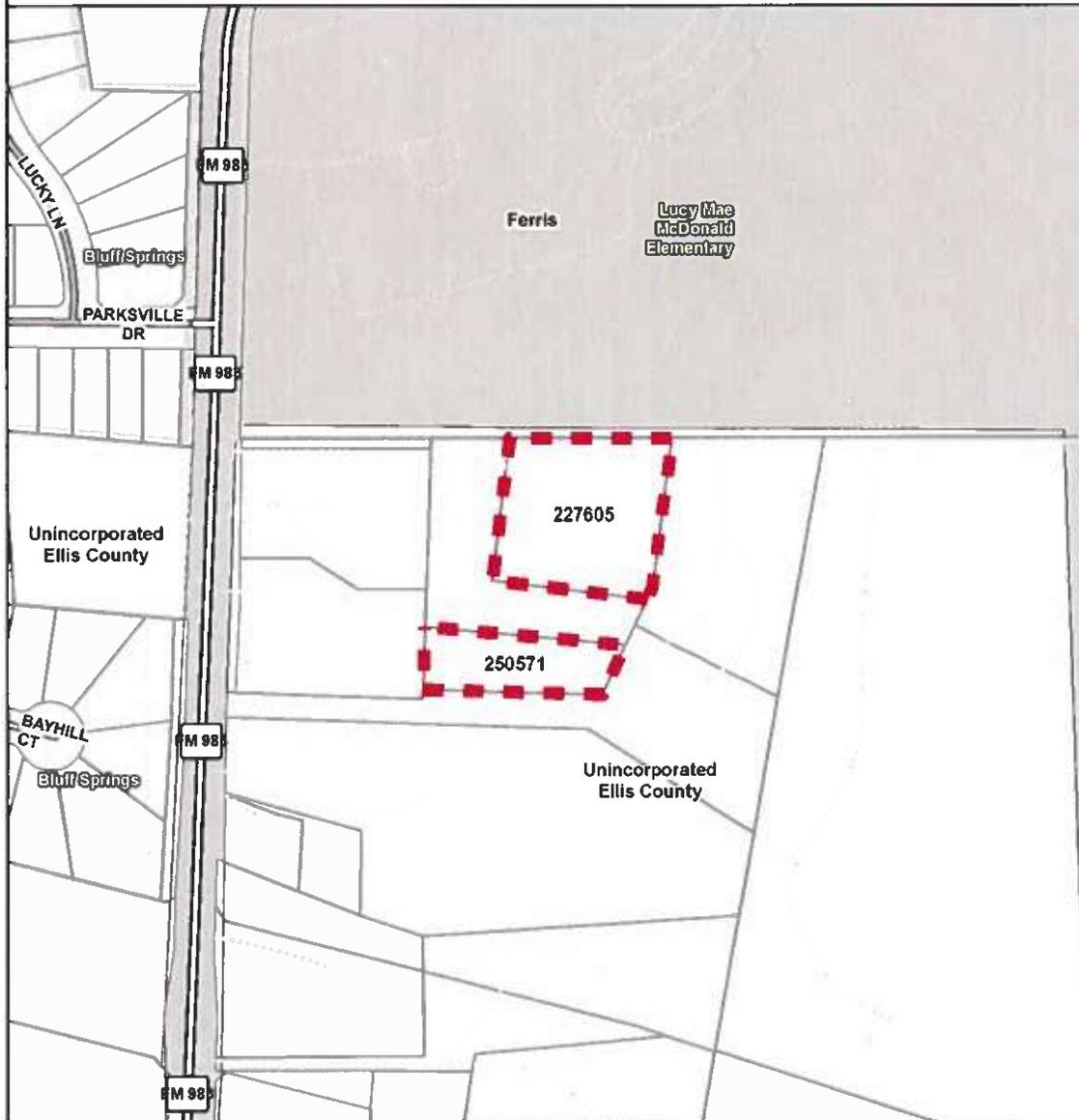
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

Name: **RF Variance 227605, 250571**
 Case Number:
 Parcel ID: **227605, 250571**

Department of Development
 Case Location Map
 Date Printed: **5/30/2024**



Cases 	County Line 	Road Centerlines 	0 250 500 Feet	
Parcels 	Neighborhoods 			

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

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

-96 676199 32.529785 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 5/30/2024 G:\GIS\Maps\Templates\Ellis County Layouts - ArcMap\11 DOD\000 Case Location.mxd

ELLIS COUNTY COMMISSIONERS COURT		June 25, 2024	
REPORTING DEPARTMENT: DoD			
AGENDA TYPE	Encroachment Variance Request PID No. 304027 (Proposed GA Morgan Estates) Pct. No. 3 AGENDA ITEM NO. 1.2		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:

Discussion, consideration, and action on a request for a variance for Parcel ID 304027 – (the proposed GA Morgan Estates) from Section IV (B) of the Subdivision & Development Regulations to allow this property to develop with an existing structure encroaching into the proposed front building line setback and front drainage and utility easement. The ± 1.41-acre site is located ± 1,775 feet west of the intersection of Hoyt Road and Angus Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 3.

CASE TYPE:

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

PARCEL ID OR ADDRESS:
Parcel ID No. 304027

APPLICANT(s):
Candice Charles, agent

ATTACHMENTS:

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

STAFF RECOMMENDATION:

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

BACKGROUND:

- The applicant applied for a plat in April 2022, but upon reviewing the revised plat, staff discovered that due to the minor arterial classification of Hoyt Road by the County (80 feet) and Waxahachie (110 feet), the existing structure would encroach into the front building line setback and front drainage and utility easement line upon approval of the plat.
- The current regulations require a proposed lot adjacent to a thoroughfare to have a minimum front building line setback of 40 feet. Within that setback, a front drainage and utility easement of 20 feet is also required before any development can occur.
- After speaking with staff, the applicant requests these variances to develop this property into one lot of record.
- Currently, the existing structure sits about ± 54 feet from the edge of pavement, but with any future potential road expansion, it will likely be ± 45 feet from the edge of future pavement.
- However, with the proposed plat and a new property line (if approved), the house will sit ± 8 ½ feet from that proposed right-of-way dedication, encroaching into the required front building setback line by ± 30 feet and into the front drainage and utility easement by ± 20 feet. There are no plans to expand this structure.
- If a variance is approved, the applicant will proceed with platting the property in accordance with the County’s subdivision regulations.

NOTICE REQUIREMENTS

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

DATE OF NOTIFICATION	NO. OF LETTERS
6/12/2024	Four (4) letters

PERTINENT REGULATION(s):

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

Relief Sought From:	County Development Standard:	Applicant’s Request:	Difference:
Structure – Encroachment into the front building setback line	No buildings shall encroach into the front building line setback (40 feet).	Existing structure encroaches into the front building line setback.	Encroachment into the front building line: ± 30 feet
Structure – Encroachment into the front drainage & utility easement	No buildings shall encroach into the front drainage & utility easement (20 feet.)	Existing structure encroaches into the front drainage and utility easement.	Encroachment into the front drainage & utility easement: ± 20 feet.

- Section VIII (B) outlines the criteria below for granting relief from the rules and regulations:
 1. *There are special conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*
 2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,*
 3. *That the granting of the relief will not be detrimental to the public finances, health, safety, or welfare, or injurious to other property in the area; and,*
 4. *That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*
 5. *That the situation causing the hardship or difficulty is neither self-imposed or self-created.*

FINAL ANALYSIS:

The property owners cannot meet the minimum front building line setback requirement nor the front drainage and utility easement requirements to meet the minimum platting requirements due to the current state of the property and the required right-of-way dedication requirements, as stated in the Background Section. Due to the overall circumstances and the nature of this request, staff supports these variance requests as, in our professional opinion, it meets the variance criteria.

Therefore, staff recommends **approval** of these variances for PID No. 304027 – (proposed GA Morgan Estates Plat) for one proposed lot from Volume I, Section IV (B) to the front setback and front utility & drainage easement requirements, subject to the following conditions:

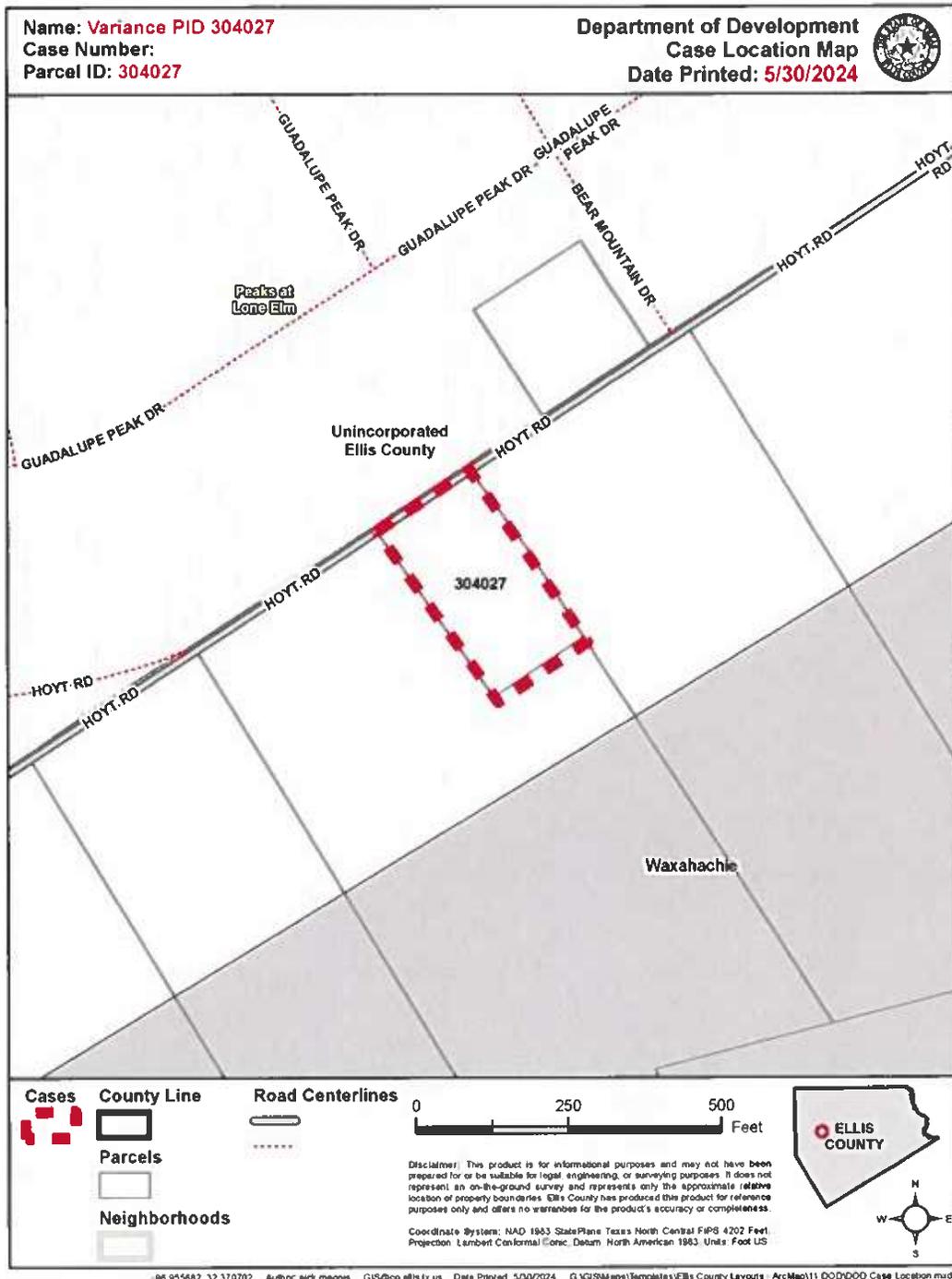
Agenda Item No. 1.2 – Variance Requests for Parcel ID No.304027 – 6411 Old Buena Vista (proposed GA Morgan Estates)

Report Authored by: Sara Garcia – Assistant Director

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

- 1) Encroachment of the existing structure can encroach into the front building line by \pm 30 feet.
- 2) Encroachment of the existing structure into the front drainage & utility easement by \pm 20 feet.
- 3) The non-conforming existing structure may not be enlarged or expanded, nor shall it be structurally altered, unless such alteration converts such structure into conformity with the existing regulations in effect at that time.
- 4) Nonconforming structures shall not be rebuilt in case of partial or total destruction exceeding 50 percent of their fair market value. If any such structure is damaged or destroyed to the extent of exceeding more than 50 percent of its fair market value, it shall not be rebuilt except in conformance with the County's adopted subdivision regulations at the time of application.
- 5) Approval of these variance requests does not extend to multi-tenant, multi-unit, or any other commercial structures or businesses without meeting the requirements in effect at that time.
- 6) The property owner or applicant shall submit a plat identical to the survey plat provided for the property.
- 7) No further subdivision of this property shall occur until it can meet the subdivision requirements in effect at that time.

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



dotloop signature verification

To whom this may concern,

I am writing you to address the variance for the property at 877 Hoyt Rd. Waxahachie, TX, 75167. We are asking that we have a variance due to the setback of the property.

Thank you,

Candice Charles and Robert Daffron

Candice Charles
dotloop verified
05/10/24 3:28 PM CDT
FMET-AA X X TF-R56%

Robert Daffron
dotloop verified
05/10/24 3:35 PM CDT
MDCS-ETIP-2UJ5-EMR2

COMMISSIONERS COURT OF ELLIS COUNTY

ORDER NO. _____

On this, the 25th day of June 2024, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

Judge Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, GRANTING A VARIANCE FOR PARCEL ID 304027 – (THE PROPOSED GA MORGAN ESTATES PLAT) FROM SECTION IV (B) OF THE SUBDIVISION & DEVELOPMENT REGULATIONS TO ALLOW THIS PROPERTY TO DEVELOP WITH AN EXISTING STRUCTURE ENCROACHING INTO THE PROPOSED FRONT BUILDING LINE SETBACK AND FRONT DRAINAGE AND UTILITY EASEMENT. THE PROPERTY CONTAINS ± 1.41 ACRES OF LAND LOCATED ± 1,775 FEET WEST OF THE INTERSECTION OF HOYT ROAD AND ANGUS ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND 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, in compliance with the laws of the State of Texas and the orders of Ellis County, Texas, have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, and in the exercise of its legislative discretion, have concluded that this proposal should be approved.

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

SECTION 1. GRANTING OF A VARIANCE.

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

SECTION 2. CONDITIONS OF APPROVAL

The variance is hereby granted for Parcel ID No. 304027 from Volume I, Section IV (B) of the Subdivision & Development Standards, allowing one (1) lot without meeting the regulations as described in the table below, subject to the following conditions:

- 1) Encroachment of the existing structure can encroach into the front building line by ± 30 feet.
- 2) Encroachment of the existing structure into the front drainage & utility easement by ± 20 feet.
- 3) The non-conforming existing structure may not be enlarged or expanded, nor shall it be structurally altered, unless such alteration converts such structure into conformity with the existing regulations in effect at that time.
- 4) Nonconforming structures shall not be rebuilt in case of partial or total destruction exceeding 50 percent of their fair market value. If any such structure is damaged or destroyed to the extent of exceeding more than 50 percent of its fair market value, it shall not be rebuilt except in conformance with the County's adopted subdivision regulations at the time of application.
- 5) Approval of these variance requests does not extend to multi-tenant, multi-unit, or any other commercial structures or businesses without meeting the requirements in effect at that time.
- 6) The property owner or applicant shall submit a plat identical to the survey plat provided for the property.
- 7) No further subdivision of this property shall occur until it can meet the subdivision requirements in effect at that time.

Relief Sought From:	County Development Standard:	Applicant's Request:	Difference:
Structure – Encroachment into the front building setback line	No buildings shall encroach into the front building line setback (40 feet).	Existing structure encroaches into the front building line setback.	Encroachment into the front building line ± 30 feet
Structure – Encroachment into the front drainage & utility easement	No buildings shall encroach into the front drainage & utility easement (20 feet.)	Existing structure encroaches into the front drainage and utility easement.	Encroachment into the front drainage & utility easement: ± 20 feet.

SECTION 3. CONFLICTS

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, ON THIS THE 26TH DAY OF JUNE 2024.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

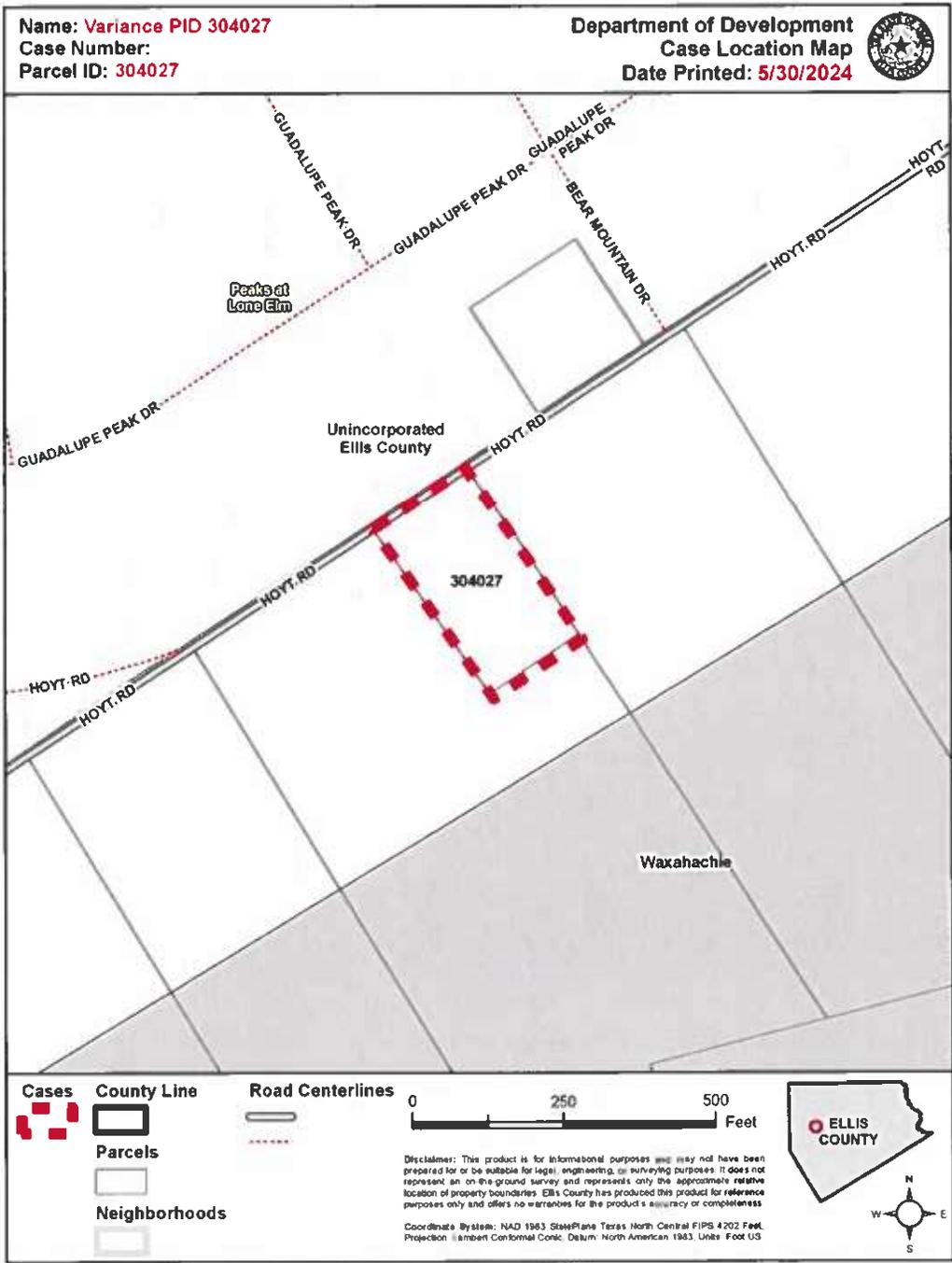
Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk



Agenda Item No. 1.2 – Variance Requests for Parcel ID No.304027 – 6411 Old Buena Vista (proposed GA Morgan Estates)
Report Authored by: Sara Garcia – Assistant Director
Report Submitted & Approved by: Alberto Mares, AICP, DR, CPM – Dir. of Planning & Development

ELLIS COUNTY COMMISSIONERS COURT		June 25, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Variance Request – Road Frontage - Parcel ID No. 192690 Pct. No. 4 AGENDA ITEM NO. 1.3		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:

Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID 192690. The ± 2.346-acre site is located ± 3,475 feet southwest of the intersection of FM 813 and Clopton Lake Road (a private road) located in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 4.

CASE TYPE:

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

IDENTIFYING LANDMARK:
Parcel ID No. 192690

APPLICANT(s):
Raymond & Dorothy Smith

ATTACHMENTS:

- 1) Location Map
- 2) Letter of Request
- 3) Survey Exhibit
- 4) Court Order

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to gift ± 2.346 acres of land to his granddaughter, Ms. Lauren Maree Picha; however, it does not meet the minimum 150-foot public road frontage requirement.
- The applicant purchased the ± 110-acre property in 1985 and subsequently gifted land to his son to build his home next to it in 1995. This was done under previous regulations in effect at that time.
- The only way to develop this property is through a variance from the Commissioners Court.
- If approved, there are plans to build Ms. Picha’s single-family residence alongside her family.

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

DATE OF NOTIFICATION	NO. OF LETTERS
6/12/2024	Five (5) letters

PERTINENT REGULATION(s):
Below is a summary of minimum County standards and the proposed request:

Relief Sought From:	County Dev. Standard:	Applicant’s Request:	Difference:
Lots – Minimum Public Road Frontage	150 feet	± 0 feet (access to the property via recorded access easements)	± 150 feet

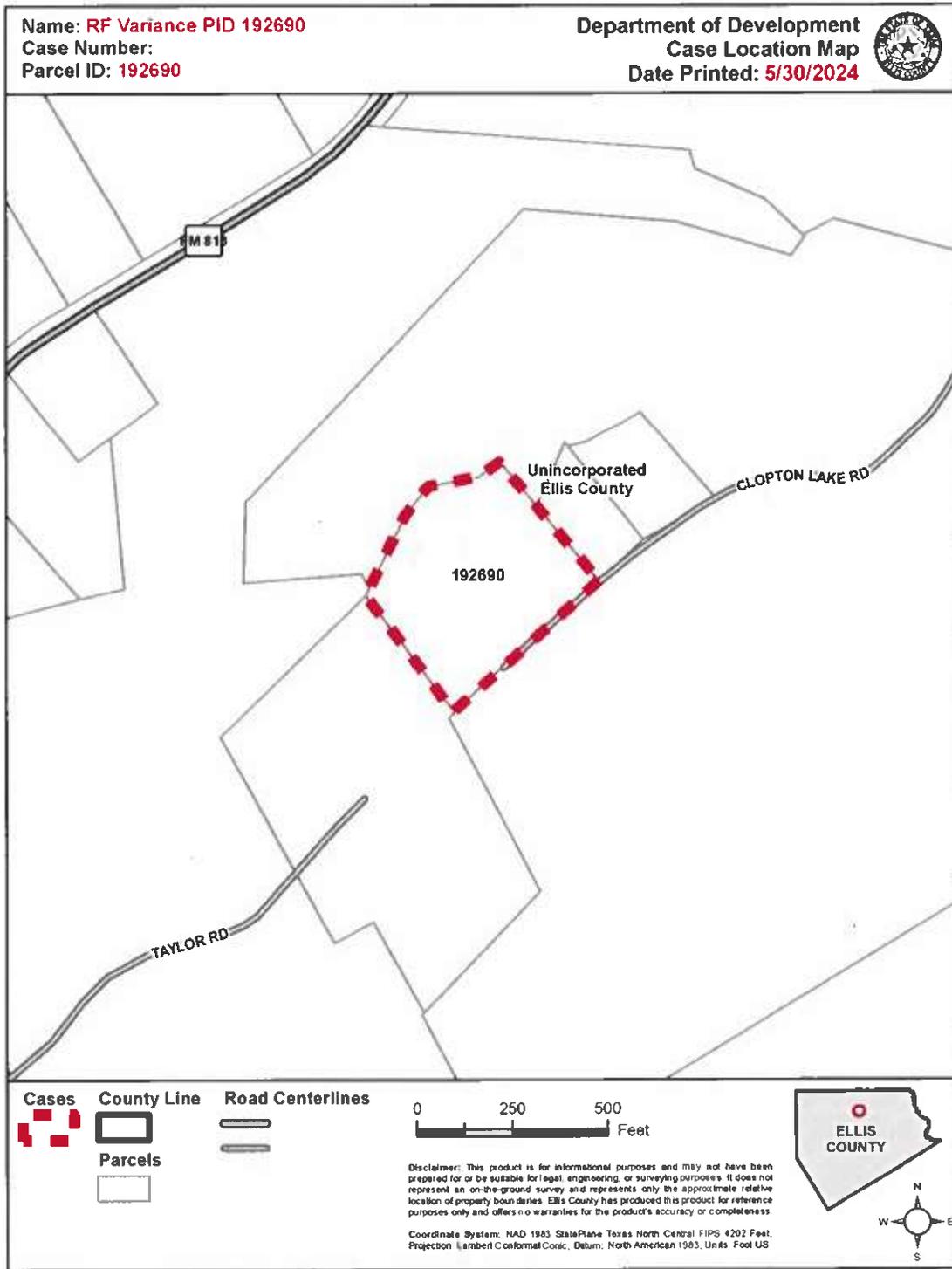
Section VIII (B) relief from the rules and regulations:

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

FINAL ANALYSIS:

After reviewing the variance criteria against this request, staff supports this request and recommends **approval** of the variances from Volume I, Section IV (A) of the Subdivision & Development Standards, for Parcel ID No. 192690, allowing one (1) lot to develop without meeting the minimum road frontage requirement, subject to the following conditions:

1. The property owner or applicant shall submit a final plat identical to the survey plat provided for the property.
2. No further subdivision of this property shall occur until it can meet the subdivision requirements in effect at that time.
3. Approval of this variance request does not extend to multi-tenant, multi-unit, or any other commercial structures or businesses without meeting the requirements in effect at that time.



98 77283 32 460983 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 5/30/2024 G:\GIS\Map\Templates\Ellis County Layouts - ArcMap\111 DOD\DD Case Location.mxd

Dear Ellis County Commissioners:

We, Raymond L. Smith and Dorothy P. Smith, owners of 110.727 acres, with physical address being 428 Clopton Lake Road, Waxahachie, Ellis County, Texas, 75165. Clopton Lake Road is a private road that currently has three individual homesites. My wife and I bought our property in 1985 and built our current home. Our son, Clinton Smith built his home next door to us in 1995. Our granddaughter, Lauren Maree Picha, is planning to build a single-family residence for her family on the property located at Clopton Lake as well. We are gifting 2.346 acres to my granddaughter for her new homesite. This land is located on a privately owned and kept road, Clopton Lake Road. We have designated 150 ft of frontage where the gifted property will meet the privately kept road. We have prepared this variance request application, survey, property deed, birth certificate for my son and granddaughter, and it is our prayer that the Ellis County Commissioners will grant this family variance gifting this acreage to my granddaughter.

Respectfully,


Raymond L. Smith


Dorothy P. Smith

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On June 25, 2024, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present to wit:

COUNTY JUDGE:

Judge Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, GRANTING A VARIANCE REQUEST TO VOLUME I, SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT STANDARDS REGARDING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENTS FOR PARCEL ID 192690. THE ± 2.346-ACRE SITE IS LOCATED ± 3,474 FEET SOUTHWEST OF THE INTERSECTION OF FM 813 AND CLOPTON LAKE ROAD (A PRIVATE ROAD) LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 4. PROVIDING A CONFLICTS CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. GRANTING OF A VARIANCE.

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

SECTION 2. CONDITIONS OF APPROVAL

The variance is hereby granted for Parcel ID No. 192690 from Volume I, Section IV (A) of the Subdivision & Development Standards, allowing one (1) lot without meeting the minimum road frontage requirement, subject to the following conditions:

- 1) The property owner or applicant shall submit a final plat identical to the survey plat provided for the property.
- 2) No further subdivision of this property shall occur until it can meet the subdivision requirements in effect at that time.
- 3) Approval of this variance request does not extend to multi-tenant, multi-unit, or any other commercial structures or businesses without meeting the requirements in effect at that time.

Relief Sought From:	County Development Standard:	Approved Request:	Difference:
Lots – Minimum Public Road Frontage	150 feet	± 0 feet (access to the property via recorded access easements)	± 150 feet

SECTION 3. CONFLICTS

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS, ON THIS THE 25TH DAY OF JUNE 2024.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

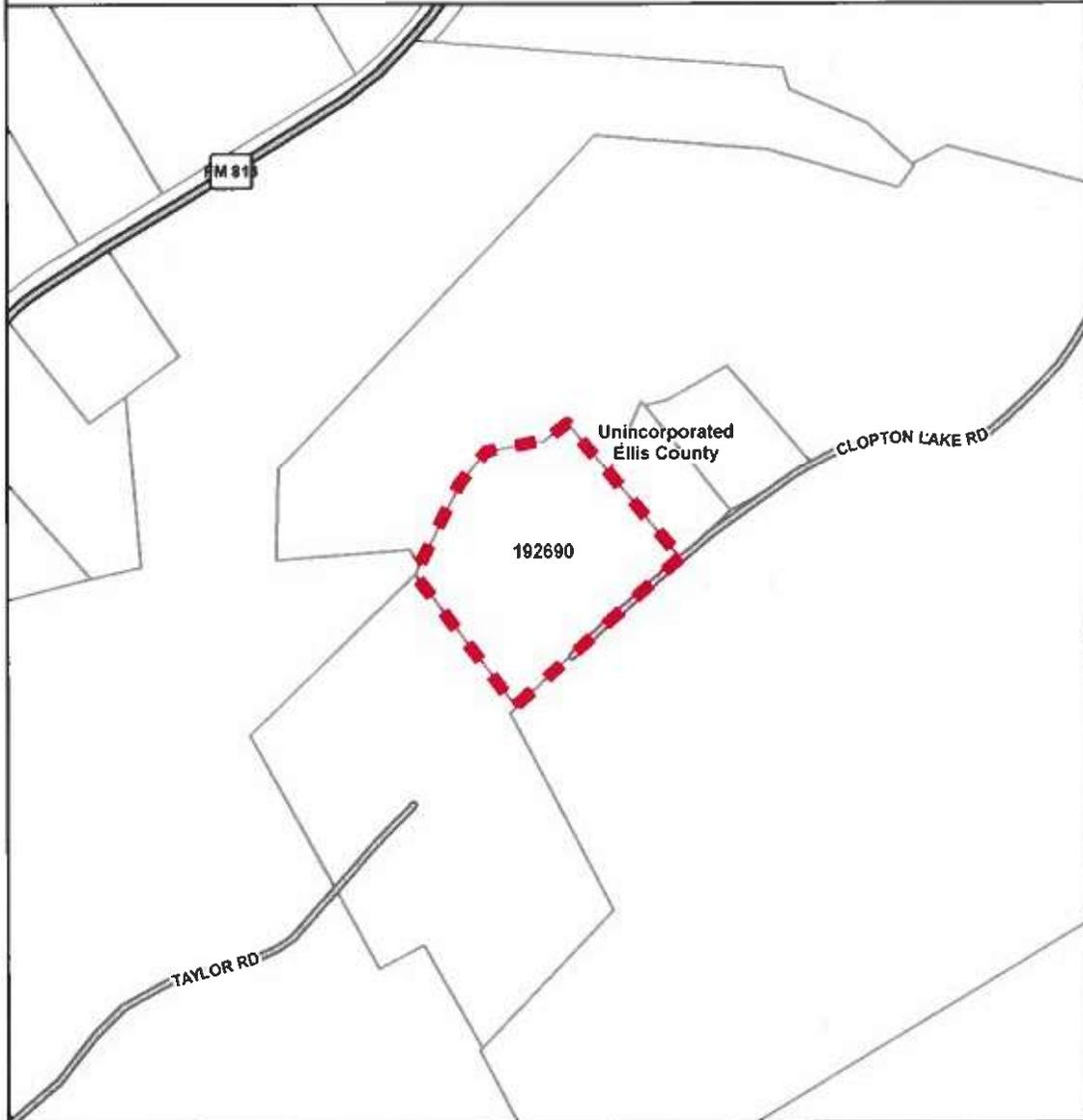
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

Name: RF Variance PID 192690
Case Number:
Parcel ID: 192690

Department of Development
Case Location Map
Date Printed: 5/30/2024

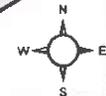


Cases	County Line	Road Centerlines
	Parcels	



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

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



-96 772863 32.460963 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 5/30/2024 G:\GIS\Maps\Templates\Ellis County Layouts - ArcMap111 DOD\DOD Case Location.mxd

ELLIS COUNTY COMMISSIONERS COURT		June 25, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Variance Request – Road Frontage - Parcel ID No. 181085 (4330 & 4328 Cement Valley Rd.) Pct. No. 4 AGENDA ITEM NO. 1.4		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:

Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID No. 181085 (4330 & 4328 Cement Valley Rd.). This ± 3.74-acre site is located ± 130 feet southeast of the intersection of Cement Valley Road and St. Jacques Avenue in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4.

CASE TYPE:

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

IDENTIFYING LANDMARK:
Parcel ID No. 181085
4330 & 4328 Cement Valley Rd.

APPLICANT(s):
Donald Joseph Campbell

ATTACHMENTS:

- 1) Location Map
- 2) Letter of Request
- 3) Court Order

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant, Donald Campell, wishes to subdivide his property into two (2) lots and gift his son the property where his current residence (4328 Cement Valley Rd.) is currently located.
- Overall, the property contains ± 149 feet of road frontage, which is enough for only one (1) lot but, in its current state, cannot support two (2) lots based on the existing road frontage requirements. Thus, the only way to accomplish this proposed subdivision is via a variance from the Commissioners Court.
- The applicant requests one lot with ± 129 feet of public road frontage, while the other (the son's) would have ± 20 feet. Each lot would meet the minimum of one (1) acre requirement.
- If approved, the applicant will hire a surveyor to plat the property conforming to the variance requirements and conditions.

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

DATE OF NOTIFICATION	NO. OF LETTERS
6/12/2024	Nine (9) letters

PERTINENT REGULATION(s):

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

Relief Sought From:	County Dev. Standard:	Applicant's Request:	Difference:
Lots – Minimum Public Road Frontage	150 feet	<u>Proposed Lot 1</u> (4330 Cement Valley Rd.) - ± 129 feet	<u>Proposed Lot 1</u> ± 21 feet short of the requirement
		<u>Proposed Lot 2</u> (4328 Cement Valley Rd.) - ± 20 feet	<u>Proposed Lot 2</u> ± 130 feet short of the requirement

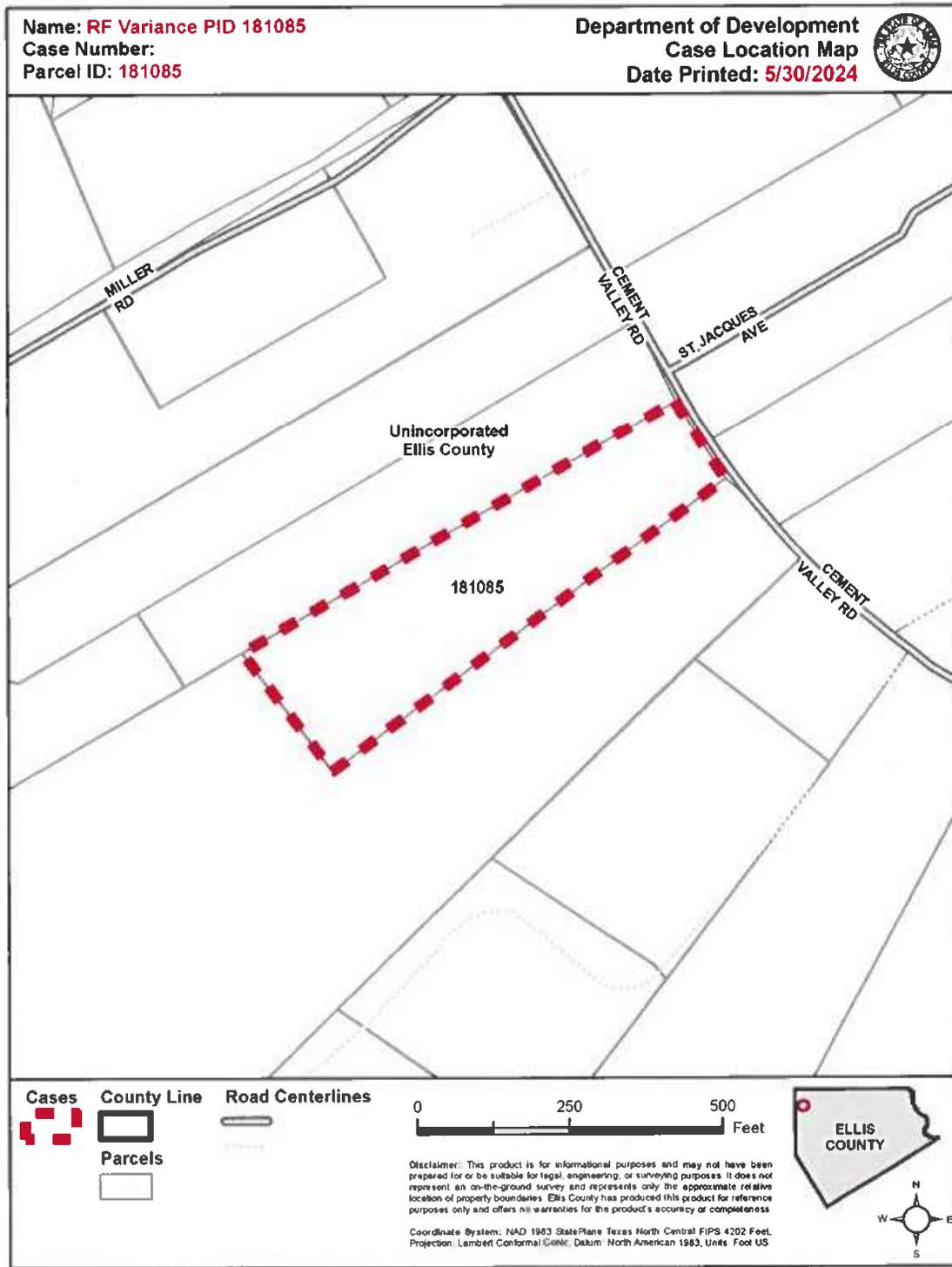
Section VIII (B) relief from the rules and regulations:

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

FINAL ANALYSIS:

After reviewing this request against the variance criteria, staff cannot support this request and recommends **denial** of the variance from Volume I, Section IV (A) of the Subdivision & Development Standards for Parcel ID No. 181085, as it appears to be self-imposed. Should the Court grant allowing two (2) lots to develop without meeting the minimum road frontage requirement, staff recommends the following conditions of approval:

1. The property owner or applicant shall submit a plat identical to the survey plat provided for the property.
2. No further subdivision of this property shall occur until it can meet the subdivision requirements in effect at that time.
3. Approval of this variance request does not extend to multi-tenant, multi-unit, or any other commercial structures or businesses without meeting the requirements in effect at that time.



-97.048797 32.479173 Author: neck.magnis GIS@co.ellis.tx.us Date Printed: 5/30/2024 G:\GIS\Maps\Templates\Ellis County Layouts - ArcMap\11 DODDOD Case Location.mxd

Monday, May 6, 2024 2:48 PM

Tuesday, May 7, 2024

I, Donald Joseph Campbell, petition for the removal of property, 192 J CHAMBLEE 3.856 ACRES, LOCATED AT 4330 Cement Valley Rd., Midlothian, Tx. 76065-5305 from city of Midlothian ETJ (extra-territorial jurisdiction). This is so that I might subdivide said property into three lots.

One lot being 1.0 acre homestead for 4330 Cement Valley Rd., One lot being 1.0 acre homestead for 4328 Cement Valley Rd., and one lot being 1.856 acre in a Water Conservation Right Of Way.

I will request Ellis County for a waiver for Road Frontage Access once I have started the petition of Removal from the ETJ.

Thank You

Donald J. Campbell

4330 Cement Valley Rd.
Midlothian, Tx. 76065-5305
DOB: 08/20/1945
Voter Certification Registration ID: 1060435336
Thru 12/31/2025

Valid Petition per Sec. 227.002 of Election Code and as per Bill 2038 Passed May by the 88th Legislation.

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

On June 25, 2024, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present to wit:

COUNTY JUDGE:

Judge Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, GRANTING A VARIANCE REQUEST TO VOLUME I, SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT STANDARDS REGARDING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENTS FOR PARCEL ID 181085). THIS ± 3.74-ACRE SITE IS LOCATED ± 132 FEET SOUTHEAST OF THE INTERSECTION OF CEMENT VALLEY ROAD AND ST. JACQUES AVENUE, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MIDLOTHIAN, ROAD AND BRIDGE PRECINCT NO. 4. PROVIDING A CONFLICTS CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. GRANTING OF A VARIANCE.

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

SECTION 2. CONDITIONS OF APPROVAL

The variance is hereby granted for Parcel ID No. 181085 from Volume I, Section IV (A) of the Subdivision & Development Standards, allowing two (2) lots without meeting the minimum road frontage requirement, subject to the following conditions:

- 1) The property owner or applicant shall submit a plat identical to the survey plat provided for the property.
- 2) No further subdivision of this property shall occur until it can meet the subdivision requirements in effect at that time.
- 3) Approval of this variance request does not extend to multi-tenant, multi-unit, or any other commercial structures or businesses without meeting the requirements in effect at that time.

Relief Sought From:	County Development Standard:	Approved Request:	Difference:
Lots – Minimum Public Road Frontage	150 feet	<u>Proposed Lot 1</u> (4330 Cement Valley Rd.) - ± 129 feet	<u>Proposed Lot 1</u> ± 21 feet short of the requirement
		<u>Proposed Lot 2</u> (4328 Cement Valley Rd.) - ± 20 feet	<u>Proposed Lot 2</u> ± 130 feet short of the requirement

SECTION 3. CONFLICTS

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS, ON THIS THE 25TH DAY OF JUNE 2024.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

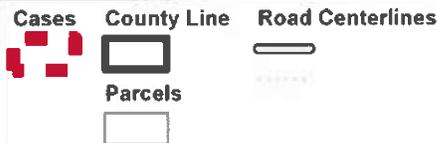
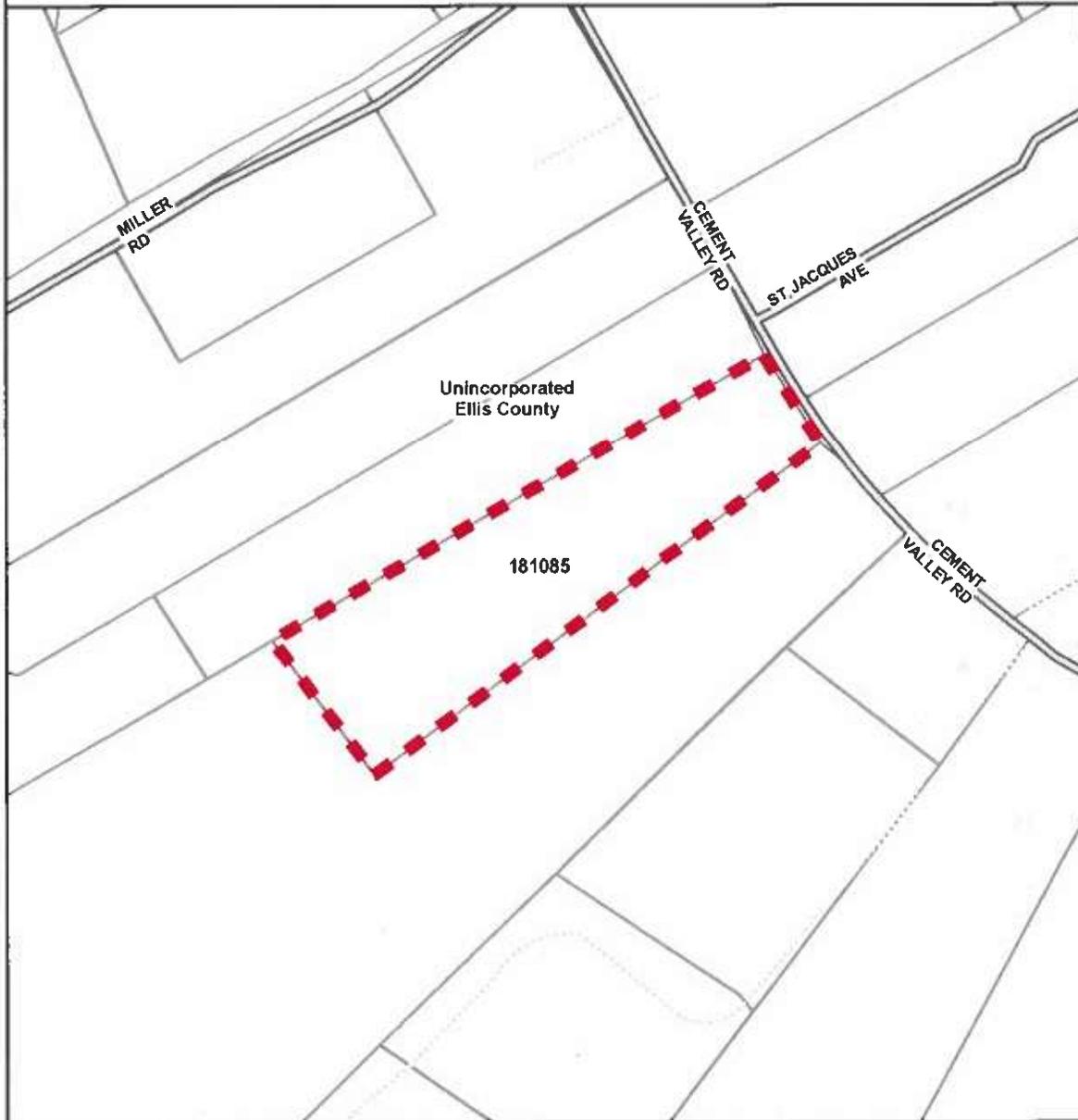
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

Name: **RF Variance PID 181085**
Case Number:
Parcel ID: **181085**

Department of Development
Case Location Map
Date Printed: **5/30/2024**



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

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

ELLIS COUNTY COMMISSIONERS COURT		June 25, 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	Edgewood Estates Performance Bond Acceptance Pct. No. 3 AGENDA ITEM NO. 1.5		

CAPTION:

Discussion, consideration, and action to accept a performance bond for the proposed Edgewood Estates. The ± 83.567-acre site is located ± 2,010 feet east of the intersection of FM 875 and Skinner Road, situated in the D.P. Fearis Survey, Abstract No. 378, Waxahachie, 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. 296637

APPLICANT(s):

Vernon Jack Developments, LLC

ATTACHMENTS:

- 1) Location Map
- 2) Performance Bond
- 3) Draft Order

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

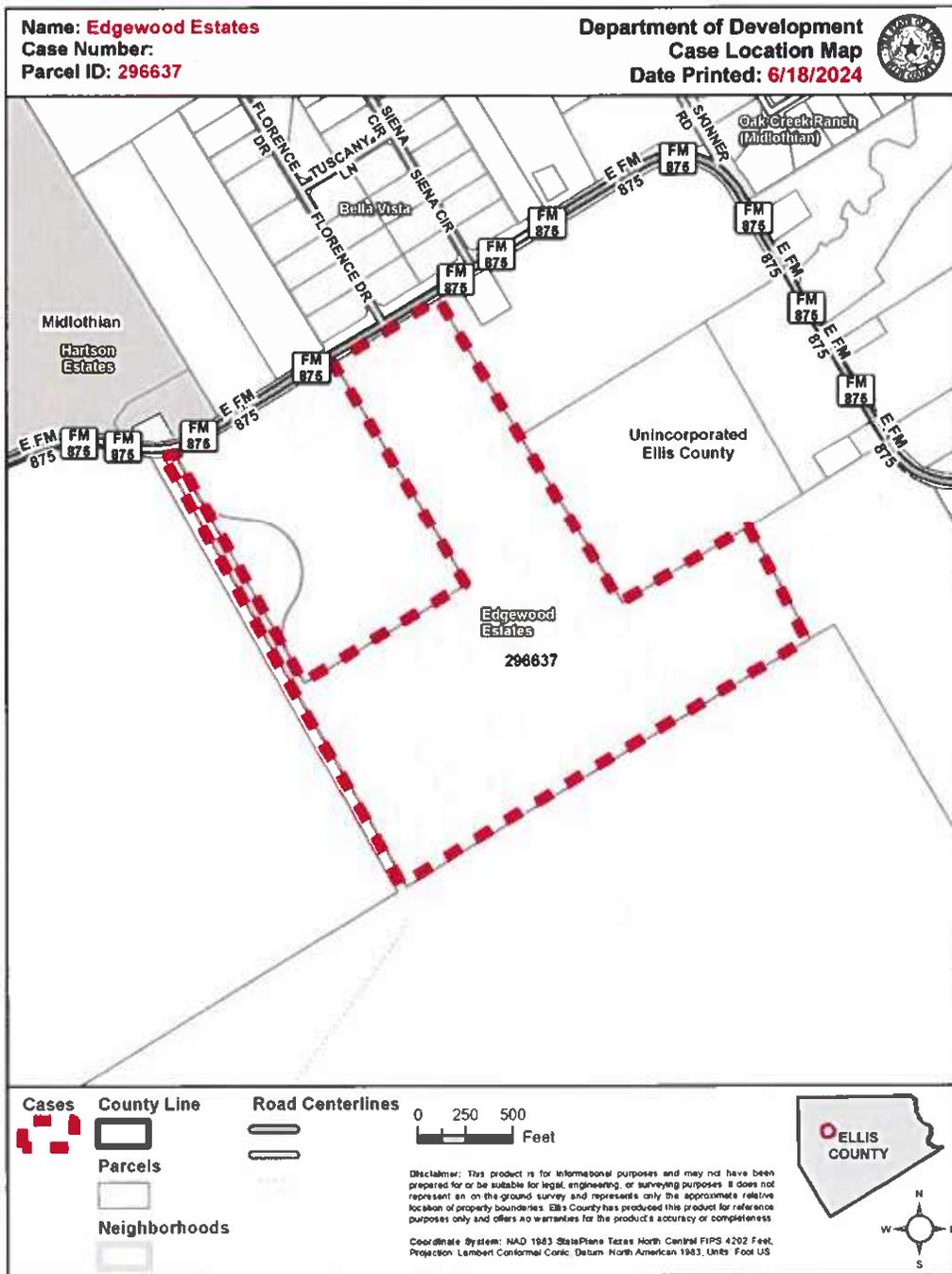
- The applicant requests that the County accept the following Performance Bond for the construction of Edgewood Estates:
 - Bond No. S-341522 – in the amount of two million, twenty-six thousand five hundred twenty-seven dollars & 30/100 (\$ 2,026,527.30) issued by NGM Insurance Company.
 - The County Engineer’s Office reviewed & approved the civil plans for this 61-lot residential subdivision (36 duplex & 25 triplex lots) subdivision on July 20, 2022.
 - In January 2024, an initial performance bond submitted to DoD reflected an amount of \$2,273,652.21; however, a rider was subsequently submitted in April 2024 to reduce the amount to \$2,026,527.30, matching the submitted bids for the cost of infrastructure and design changes within the subdivision.
 - Once the infrastructure is completed, a final plat identical to the construction plans is forthcoming for approval.

FINAL ANALYSIS:

Section VII (A) (2) (Performance Guarantees) of the Subdivision and Development Regulations states the bond amount shall be equal to one hundred percent (100%) of all contracts, agreements, and bids to construct roads, streets, street signs, underground utilities, required drainage structures, erosion control, and all other construction and that a bond be filed prior to such construction.

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

- **Approve** this request to **accept Performance Bond w/rider:**
 - Bond No. S-341522 – in the amount of two million, twenty-six thousand, five hundred twenty-seven dollars & 30/100 (\$2,026,527.30) issued by NGM Insurance Company.



-96 941877 32 409441 Author nick magrins GIS@co-ellis.tx.us Date Printed 6/18/2024 G:\GIS\Maps\Templates\Ellis County Layouts - ArcMap111 DOD\OOD Case Location.mxd

Bond No. S-341522

PERFORMANCE BOND

THAT, Vernon Jack Developments, LLC, (hereinafter called the Principal), as Principal, and, NGM Insurance Company, (hereinafter called the Surety), a corporation organized under the laws of the State of Florida 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 Judge Todd Little, Ellis County Judge, or their successor(s) in office (hereinafter called the Obligee), in the amount of Two million two hundred seventy three thousand six hundred fifty two & 21/100 Dollars (USD) (\$ 2,273,652.21), 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 Edgewood Estates, Waxahachie, TX 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 3rd day of January, 2024.

[Signature]
PRINCIPAL(S)
Bobby Clair
PRINTED NAME
President/owner
TITLE

[Signature]
SURETY
Sheri R Allen
PRINTED NAME
Attorney-in-Fact
TITLE

SEAL



THE MAIN STREET AMERICA GROUP
 NGM Insurance Company + Dix Dominion Insurance Company
 Main Street America Insurance Company + NSM Insurance Company
 Information Systems and Service Corporation

SURETY RIDER

It is understood and agreed that surety bond number S-341522 with Vernon Jack Developments, LLC as principal and Ellis County Judge Todd Little, or their Successor(s) in office as obligee is hereby amended effective January 3, 2024 as follows:

Penal Sum is amended from Two million two hundred seventy three thousand six hundred fifty two & 21/100 (\$2,273,652.21) TO Two million twenty six thousand five hundred twenty seven & 30/100 (\$2,026,527.30)

Project: Edgewood Estates, Waxahachie, TX

It is further understood and agreed that no other condition, limitation or exclusion of the bond shall be altered or amended by this rider.

This rider shall be attached to and form a permanent part of this bond.

Signed, Sealed and Dated this 22nd day of April, 2024.

Vernon Jack Developments, LLC
 Principal
 Robert Vernon Jack

Ellis County Judge Todd Little, or their
 Successor(s) in office
 Obligee

By: _____

NGM Ins. Co. (FKA National Grange Mutual Ins. Co.)

By: Sheri R Allen
 Attorney-in-Fact

68-1062 (05/2006)

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 25th day of June 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, ACCEPTING PERFORMANCE BOND AND RIDER FOR THE CONSTRUCTION OF THE PROPOSED EDGEWOOD ESTATES (PARCEL ID NO. 296637), AS SHOWN IN EXHIBIT A. THE ± 83.567-ACRE SITE IS LOCATED ± 2,010 FEET EAST OF THE INTERSECTION OF FM 875 AND SKINNER ROAD, SITUATED IN THE D.P. FEAR IS SURVEY, ABSTRACT NO. 378, WAXAHACHIE, 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:

Agenda Item No. 1.5 – Edgewood Estates PB Acceptance

Page 5 of 8

Report Authored by: Sara Garcia – Assistant Director

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

SECTION 1. ACCEPTANCE OF BOND

The Commissioners’ Court finds that the proposed bond satisfies the criteria outlined in Section VII of the adopted Development Regulations and hereby accepts the following performance bond for Edgewood Estates:

- Bond No. S-341522 – in the amount of two million, twenty-six thousand five hundred twenty-seven dollars & 30/100 (\$2,026,527.30) issued by NGM Insurance Company.

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 25th DAY OF JUNE 2024.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct. No. 1

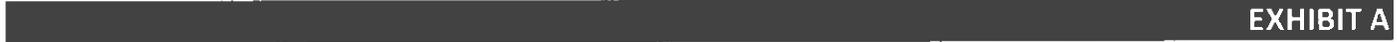
Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk



PERFORMANCE BOND

THAT, Vernon Jack Developments, LLC, (hereinafter called the Principal), as Principal, and, NGM Insurance Company, (hereinafter called the Surety), a corporation organized under the laws of the State of Florida 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 Judge Todd Little, Ellis County Judge, or their successor(s) in office (hereinafter called the Obligee), in the amount of Two million two hundred seventy three thousand six hundred fifty two & 21/100 Dollars (USD) (\$ 2,273,652.21), 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 Edgewood Estates, Waxahachie, TX 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 3rd day of January, 2024.



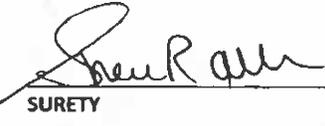
PRINCIPAL(S)

Bobby Glass

PRINTED NAME

President/owner

TITLE



SURETY

Sheri R Allen

PRINTED NAME

Attorney-in-Fact

TITLE

SEAL



THE MAIN STREET AMERICA GROUP
 NGM Insurance Company • Old Dominion Insurance Company
 Main Street America Assurance Company • MSA Insurance Company
 Information Systems and Services Corporation

SURETY RIDER

It is understood and agreed that surety bond number S-341522 with Vernon Jack Developments, LLC as principal and Ellis County Judge Todd Little, or their Successor(s) in office as obligee is hereby amended effective January 3, 2024 as follows:

Penal Sum is amended from Two million two hundred seventy three thousand six hundred fifty two & 21/100 (\$2,273,652.21) TO Two million twenty six thousand five hundred twenty seven & 30/100 (\$2,026,527.30)

Project: Edgewood Estates, Waxahachie, TX

It is further understood and agreed that no other condition, limitation or exclusion of the bond shall be altered or amended by this rider.

This rider shall be attached to and form a permanent part of this bond.

Signed, Sealed and Dated this 22nd day of April, 2024.

Vernon Jack Developments, LLC
 Principal
Robert Vernon Jack

Ellis County Judge Todd Little, or their
 Successor(s) in office
 Obligee

By: _____

NGM Ins. Co. (FKA National Grange Mutual Ins. Co.)

By: *Sheri R Allen*
 Sheri R Allen
 Attorney-in-Fact



68-1082 (05/2006)

ELLIS COUNTY COMMISSIONERS COURT		June 25, 2024	
REPORTING DEPARTMENT: DoD			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	Release Performance Bond and Accept Maintenance Bond Byrum Ranch, Phase One Pct. No. 4 AGENDA ITEM NO. 1.6		

CAPTION:

Discussion, consideration, and action to release a performance bond and accept a maintenance bond for the Byrum Ranch, Phase One. The ± 93.237-acre site is located on the northwest corner of the intersection of FM 157 and Ozro Road, in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Road & 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. 289990, 289991

APPLICANT(s):

JSA Maypearl Development, LLC

ATTACHMENTS:

- 1) Maintenance Bond
- 2) Draft Order

STAFF RECOMMENDATION:

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

BACKGROUND:

- The Commissioners Court approved the final plat for Byrum Ranch, Phase 1 final plat on May 28, 2024, for 72 residential lots and one non-residential lot.
- The Commissioners Court accepted the performance bond for Byrum Ranch at its meeting on July 11, 2023 (Minute Order 337.23).
- The applicant requests that the County release Performance Bond No. S-340030 in the amount of \$2,860,000.00.
- In its place, a maintenance bond will replace it upon acceptance.
 - Maintenance Bond NoS-340030 in the amount of \$1,430,000.00 issued by NGM Insurance Co.
 - It is only 50% instead of the current 100% as they were grandfathered to the previous regulations effective before September 1, 2023.

FINAL ANALYSIS:

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

- **Approve** this request to **release Performance Bond No. S-340030** in the amount of two million eight hundred sixty thousand dollars & 00/100 (\$2,860,000.00) for the issued by NGM Insurance Company.
- **Approve** this request to **accept Maintenance Bond No. S-340030** in the amount of one million four hundred thirty thousand dollars and 0/100 (\$1,430,000.00) issued by NGM Insurance Company.

Bond No. S-340030

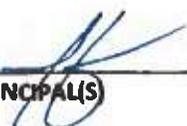
PERFORMANCE BOND

THAT, JSA Maypearl Development, LLC (hereinafter called the Principal), as Principal, and, NGM Insurance Company (hereinafter called the Surety), a corporation organized under the laws of the State of Florida 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 Judge Todd Little, Ellis County Judge, or their successor(s) in office (hereinafter called the Obligee), in the amount of Two million eight hundred sixty thousand & 00/100 Dollars (USD) (\$ 2,860,000.00), 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 Byrum Ranch 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 20th day of June, 2023.



PRINCIPAL(S)

Justia Crocker

PRINTED NAME

PRINTED NAME

President

TITLE



SURETY

Bret Tomlinson

PRINTED NAME

PRINTED NAME

Attorney-in-Fact

TITLE

SEAL

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, JSA Maypearl Development, LLC, as Principal(s), and the NGM Insurance Company, a corporation existing under the laws of the State of Florida and duly authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto Ellis County Judge Todd Little, or their Successor(s) in office, in the penal sum of One million four hundred thirty thousand & no/100(USD) (\$1,430,000.00), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this 18th day of March, 2024.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above-named Principal(s) did on this 18th day of March, 2024 enter into a contract with Ellis County Judge Todd Little, or their successors in office, for the construction of Roads, Streets, Drainage in the subdivision, Byrum Ranch Phase 1 to the satisfaction of the Ellis County Department of Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said JSA Maypearl Development, LLC shall maintain and make good all defects appearing in the work performed by JSA Maypearl Development, LLC due to faulty workmanship or materials which may develop during the period of twenty (24) months from March 18, 2024 the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of twelve (12) months from the end of the maintenance period as herein set forth.

[Signature]
PRINCIPAL(S)

[Signature]
SURETY

Justin Crocker
PRINTED NAME

Sheri R Allen
PRINTED NAME

Owner
TITLE

Attorney-in-Fact
TITLE

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

On this, the 25th day of June 2024, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present to wit:

COUNTY JUDGE:

Judge Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS, RELEASING PERFORMANCE BOND NO. S-340030 ISSUED BY NGM INSURANCE COMPANY, IN THE AMOUNT OF TWO MILLION, EIGHT HUNDRED SIXTY THOUSAND & 00/100 DOLLARS (USD) (\$2,860,000.00) AND ACCEPTING MAINTENANCE BOND NO. S-340030 IN THE AMOUNT OF ONE MILLION FOUR HUNDRED THIRTY THOUSAND 0/100 (\$1,430,000.00) ISSUED BY NGM INSURANCE CO FOR THE BYRUM RANCH PHASE ONE SUBDIVISION, AS MENTIONED IN EXHIBIT A, ROAD AND BRIDGE PRECINCT NO. 4, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AS PRESENTED.

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 (C) (1) states, “After completion and approved by the County, all required infrastructure (i.e., streets, roads, signs, drainage ditches, erosion control measures, and drainage structures/channels, and all other areas to be maintained by the County. etc.) shall be secured by the developer for two (2) years by an approved maintenance bond or irrevocable letter of credit.”;

WHEREAS, “Development Regulations,” Section VII (C) (4) states, “The amount of the maintenance bond for two (2) years shall be equal to fifty percent (50%) of the construction bond as outlined in Section VII (B) (2).”

WHEREAS, "Development Regulations," Section VII (C) (5) states, "Periodic inspection of all required infrastructure for which maintenance security is held shall be made by Ellis County during the two (2) year period of liability covered by the maintenance bond or letter of credit.."

WHEREAS "Development Regulations," Section VII (C) (6) states, "If maintenance or repairs are required to be made to a road before acceptance of any construction by the Commissioners' Court before acceptance into the County's public road system, the County may elect to accomplish the work and draw the cost against the developer's security and has the option to extend it beyond the required two (2) additional years."

WHEREAS "Development Regulations," Section VII (C) (7) states, "At the end of the two (2) year period, the owner/developer may request to the County Commissioners' Court for acceptance and maintenance of such infrastructure into the County's public road system."

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

SECTION 1. RELEASE OF PERFORMANCE BOND

The Commissioners' Court finds that the infrastructure constructed in the Byrum Ranch Phase One Subdivision 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. S-340030 in the amount of two million, eight hundred sixty thousand 0/100 Dollars (USD) (\$2,860,000.00) issued by NGM Insurance Company for the construction of the Byrum Ranch Phase One Subdivision.

SECTION 2. ACCEPTANCE OF MAINTENANCE BONDS

The Commissioners' Court accepts Maintenance Bond No. S-340030 in the amount of one million four hundred thirty thousand dollars and 0/100 (\$1,430,000.00) issued by NGM Insurance Co.

SECTION 3. CONFLICTS.

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE.

This Order 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 25TH DAY OF JUNE 2024.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct. No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

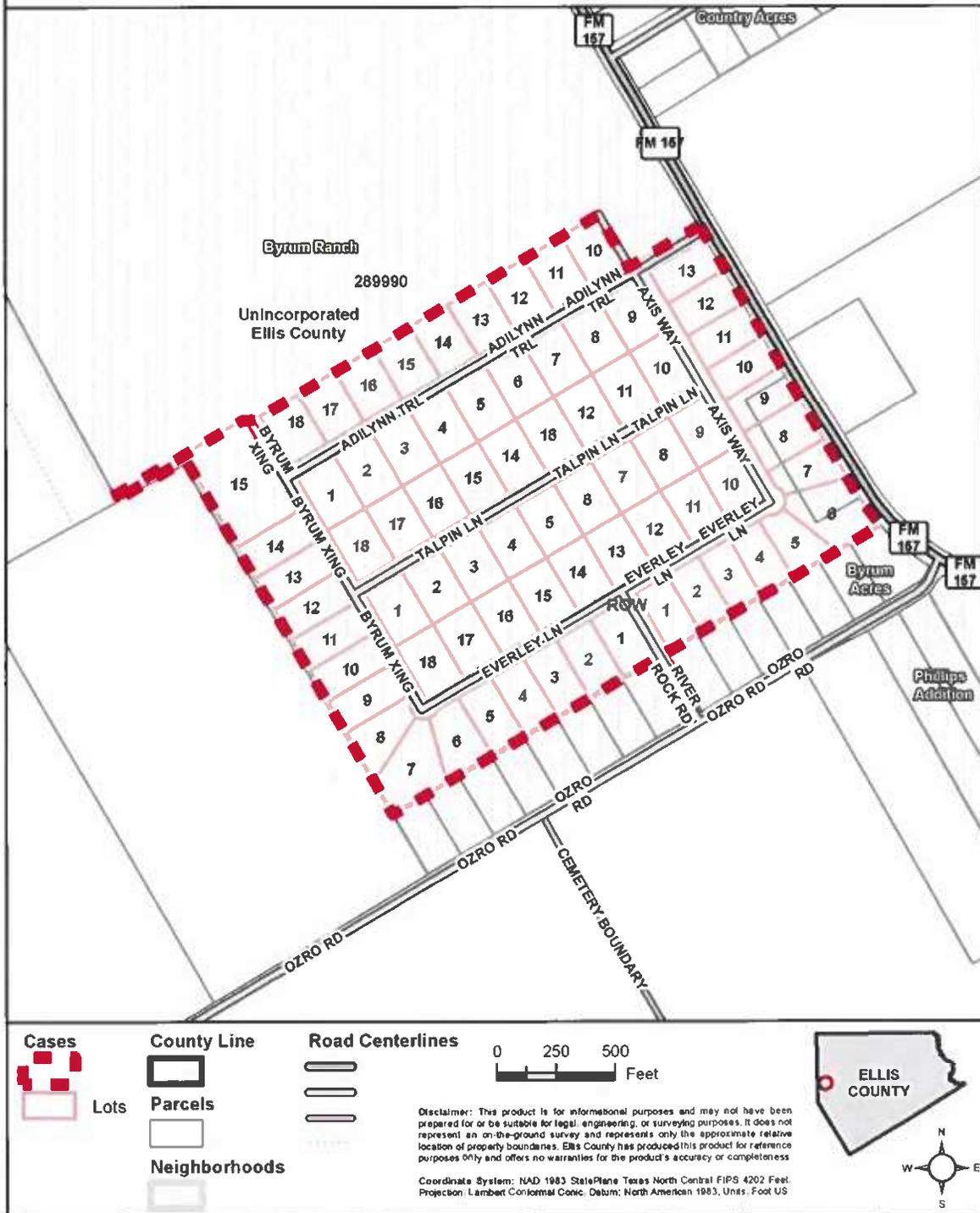
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

Name: **Byrum Ranch Phase One**
 Case Number:
 Parcel ID: **289990**

Department of Development
 Case Location Map
 Date Printed: **5/17/2024**



-87.048761 32.344381 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 5/17/2024 G:\GIS\Maps\Templates\Ellis County Layouts - ArcMap111.DOC\DOC Case Location.mxd

Bond No. S-340030

PERFORMANCE BOND

THAT, JSA Maypearl Development, LLC, (hereinafter called the Principal), as Principal, and, NGM Insurance Company, (hereinafter called the Surety), a corporation organized under the laws of the State of Florida 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 Judge Todd Little, Ellis County Judge, or their successor(s) in office (hereinafter called the Obligee), in the amount of Two million eight hundred sixty thousand & 00/100 Dollars (USD) (\$ 2,860,000.00), 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 Byrum Ranch 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 20th day of June, 2023.

[Signature]
PRINCIPAL(S)

[Signature]
SURETY

Justia Crocker

Bret Tomlinson

PRINTED NAME

PRINTED NAME

President
TITLE

Attorney-in-Fact
TITLE

SEAL

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, JSA Maypearl Development, LLC, as Principal(s), and the NGM Insurance Company, a corporation existing under the laws of the State of Florida and duly authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto Ellis County Judge Todd Little, or their Successor(s) in office, in the penal sum of One million four hundred thirty thousand & no/100(USD) (\$1,430,000.00), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this 18th day of March, 2024.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above-named Principal(s) did on this 18th day of March, 2024 enter into a contract with Ellis County Judge Todd Little, or their successors in office, for the construction of Roads, Streets, Drainage in the subdivision, Byrum Ranch Phase 1 to the satisfaction of the Ellis County Department of Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said JSA Maypearl Development, LLC shall maintain and make good all defects appearing in the work performed by JSA Maypearl Development, LLC due to faulty workmanship or materials which may develop during the period of twenty (24) months from March 18, 2024 the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of twelve (12) months from the end of the maintenance period as herein set forth.

[Signature]
PRINCIPAL(S)

[Signature]
SURETY

Justin Crocker
PRINTED NAME

Sheri R Allen
PRINTED NAME

Owner
TITLE

Attorney-in-Fact
TITLE

ELLIS COUNTY COMMISSIONERS COURT		June 25, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Triple R Ranch Plat Pct. No. 2 AGENDA ITEM NO. 1.7		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:

Discussion, consideration, and action to ratify staff action on a plat of Triple R Ranch. The ± 5.716-acre site is located ± 1,600 feet southeast of the intersection of West State Highway 34 and FM 985, situated in the Nathan Hodge Survey Abstract No. 509, Bardwell, Road and Bridge Precinct No. 2.

CASE TYPE:

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

PARCEL ID OR ADDRESS:

Parcel ID No. 185688

APPLICANT(s):

Taryn Rogers and Claudia Rogers

ATTACHMENTS:

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

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to plat the property to create four (2) lots for residential use.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
FM 985	Major (100'-120')	N/A	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Rural Bardwell	4-inch	06/11/2024

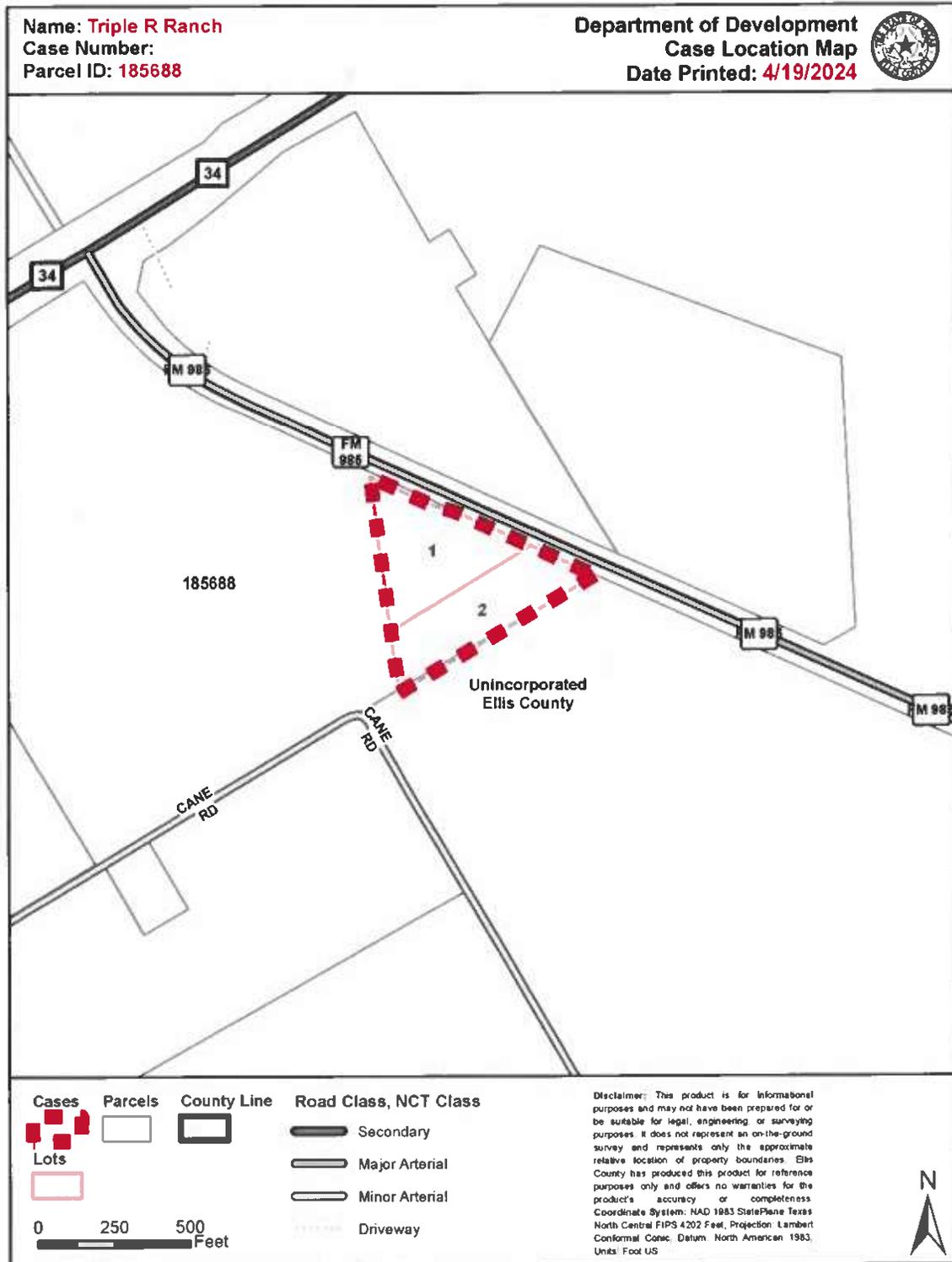
NOTICE REQUIREMENTS (if applicable):

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

ANALYSIS:

Staff reviewed this plat and **conditionally approved*** the initial submittal on May 28, 2024, provided the conditions are met within Attachment No. 3.

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



-96 68268 32 287191 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 4/19/2024 C:\Users\nick.magnis\Desktop\DOD Case Location.sdf.mxd



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

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

April 29, 2024

Triple R Ranch
Claudia Rogers
5395 W Highway 34
Ennis, TX 75119

Re: Plat Application Submission Action for Triple R Ranch (Parcel ID No. 185688)

The Department of Development (DoD) received your plat application for Triple R Ranch on April 16, 2024, for 2 proposed lots on ± 5.716 acres. After staff review, the Director of Planning & Development deem this plat application incomplete based on the following information:

1. Update the name on the plat to match the application. (Claudia Rogers to Triple R Ranch)
2. Reserve at least 12 inch by 1 ½ inch margin on upper right corner top page for filing information from County Clerk. See attached plat.
3. The following shown on the drawing does not match the written description S 65°37'10" E the length numbers do not add up to the number stated in the description. 503.88' vs 503.89'.
4. Border the vicinity/location map.
5. Add in the ETJ of the City of Bardwell to the plat title block
6. Include the names of adjoining subdivision with lots, block, rights-of-way, easements etc.
7. Label all building setback lines and proposed easements
8. Label existing ROW for FM 985.
9. Please update the court signature block to match the attached sample plat.
10. Provide a copy of Instrument No. 2402056
11. Provide a completed water utility endorsement.
12. Please provide documentation from TxDOT approving driveway access for the proposed lots.

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 **May 14, 2024**.

Staff will need the items listed below delivered to our office by no later than **Friday, May 10, 2024, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.
- Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**
- Please contact me if you have any additional questions.

Thank you,

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

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

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

COMMISSIONERS COURT AGENDA REQUEST

2.1

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

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

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

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

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

Please fill out this form completely:

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

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: June 25, 2024

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

Discussion, consideration, and approval to advertise and solicit a request for proposal for veterans treatment court assessments.

COMMISSIONERS COURT AGENDA REQUEST

2.2

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

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

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

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

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

Please fill out this form completely:

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

NAME: EJ Harbin

PHONE: 972-825-5114

FAX: _____

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W Main Street, Suite 102 Waxahachie, TX

PREFERRED DATE TO BE PLACED ON AGENDA: June 25, 2024

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

Consideration and action to declare the listed items as surplus to be disposed in accordance with the Local Government Code 263: For Road and Bridge Pct 4 and Department of Development.

2007 Ford F250 Super Cab VIN 1FTSX20P07EB22464 - Pct 4

2003 Ford F250 Super Cab VIN 1FTNX20P13EC28431 - Pct 4

2005 Chevrolet Trailblazer VIN 1GNDDT13SX52265152 - DoD

2006 Ford Ranger Truck VIN 1FTYR10U66PA46644 - DoD

COMMISSIONERS COURT AGENDA REQUEST

2.3

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

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Please fill out this form completely:

DATE: June 18, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing and Contracting

ADDRESS: 101 W. Main Street, Suite 102, Waxahachie, Texas 75165

PREFERRED DATE TO BE PLACED ON AGENDA: June 25, 2024

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

Discussion, consideration and approval of PCO#8 to the McGough Contract (Minute Order 445.23) for Addendum #6 Changes Required by the City at the Justice of the Peace Precinct 2 Building Project in an amount of \$132,442.78.

COMMISSIONERS COURT AGENDA REQUEST 2.4

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

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Please fill out this form completely:

DATE: June 18, 2024 SUPPORTING DOCUMENT(S) ATTACHED? No

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: June 25, 2024

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

Discussion, consideration and action on a sole source exemption under Local Government Code Section 262.024 (7)(A) "items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies" and 262.024 (7) (B) "films, manuscripts, or books", from the bidding requirements of Local Government Code Section 262.023, for the purchase of West Complete products provided by Thomson Reuters for the Ellis County Law Library.

COMMISSIONERS COURT AGENDA REQUEST 2.5

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

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

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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: June 18, 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: June 25, 2024

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

Discussion, consideration and approval for the purchase of West Complete products, in an amount of \$135,720.00, from Thomson Reuters using the approved sole source exemption, for the Ellis County Law Library.

WEST ORDER FORM – For West Complete Print and ProView eBook Products Only
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



Check West account status below as applicable:		Rep Name & Number Chad Houghton - Jose Luis Mtz - 6128202		***REQUIRED***	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)				
Existing with no changes <input type="checkbox"/>	Existing with changes <input checked="" type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)				
Acct # 1000808945	Quote # _____	PO # _____	Date 6/11/2024		
Name/Subscriber ELLIS COUNTY LAW LIBRARY		Bill To Acct # 1000808945			
Order Confirmation Contact Name Safaa Cloud					
E-Mail safaa.cloud@co.ellis.tx.us					
Westlaw Password Contact Name (for password delivery) _____					
E-Mail _____					
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>		Additional Bill To <input type="checkbox"/>
Name _____		Attn: _____			
Address _____		Suite/Floor _____			
City _____	State _____	County _____	Zip _____		

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

West Complete Print					
Program ID: WCMP					
Full Svc #	Print Products	List Charges	Other	Monthly Charges	Minimum Term (Months)
40666420	West Complete			\$2,130.00	60 Months

See Attachment (988.dot) for print product detail, which is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and we will notify you of any changes to your Charges at least 60 days before each Automatic Renewal Term begins. Automatic Renewal Charges will be in effect the month before the Automatic Renewal Term starts. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts.

For any ProView Enterprise products listed above: Upon termination, your right to access and use eBooks, including content and retention of content, will terminate, and West retains the right to delete any user notes that may be attached to terminated eBooks.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

West Complete Print Renewals				
Sub Matl #	Print Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
40666551	West Complete			
Notes:				

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form. During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any of your West Complete Print products during any Renewal Term, the Monthly Charges will not be adjusted.

Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and we will notify you of any changes to your Charges at least 60 days before each Automatic Renewal Term begins. Automatic Renewal Charges will be in effect the month before the Automatic Renewal Term starts. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

ProView eBook Users			
Last Name	First Name, M.I.	ProView eBook Product(s)	*Optional E-Mail Address

*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

ProView Enterprise IP Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the Order Form as the Unit of Pricing Type. Our pricing for ProView Enterprise IP banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous	

- 1. Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.
- 2. Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
- 3. Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
- 4. Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
- 5. Cancellation Notice.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.
- 6. Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rates.

7. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
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- Hosted Practice Solutions
- ProView eBooks
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- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

8. **Assignment.** This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature X _____

West Order Form Attachment
 West Complete Additional Components
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



This Attachment is incorporated by reference into and made a part of the underlying Order Form.

Account #	1003122924	Account Name	ELLIS COUNTY LAW COURT 2
Sub/Full Svc #	Print Products	Quantity	New or Existing
11309098	TX PR V7-8 CRIM FMS SUB	1	Existing
11627359	TX PR V40-43B CRIM PR & PROC SUB	1	Existing
11650822	TX PR V44-44A MED MALPRACTICE SUB	1	Existing
11839658	TX PR V27-28 CONSUMER RIGHTS SUB	1	Existing
13510726	TX PENAL CODE ANNO SUB	1	Existing
13510785	TX JUR 3D COMPLETE SUB	1	Existing
14050982	TX PR V45-46 ENVIR LAW SUB	1	Existing
14691511	TX CIV PR STATS & RULES SUB	1	Existing
14691813	TX ESTATE CODE ANNO SUB	1	Existing
14850571	TX FAMILY CODE ANNO SUB	1	Existing
14973703	TX RULES CIV PROC ANNO PAM SUB	1	Existing
16317846	TX PR V33-V33A FAM LAW HNDBK SUB	1	Existing
16317846	TX PR V33-V33A FAM LAW HNDBK SUB	1	Existing
16995356	BLACKS CRIM LAW TERMS HNDBK SUB	1	Existing
17108688	TX PR V2A COURTROOM HNDBK SUB	2	Existing
17108688	TX PR V2A COURTROOM HNDBK SUB	1	Existing
17133736	TX PR V47 DISC PR HNDBK SUB	1	Existing
17160959	TX PR V28A-28B CONSUMER LAW HNDBK SUB	1	Existing
17464516	BLACKS FAMILY LAW TERMS HNDBK SUB	1	Existing
18529628	TX PR GENERAL INDEX SUB	1	Existing
21013595	TX PENAL CODE PAM SUB	1	Existing
21014966	TX CRIM PROC CODE & RULES PAM SUB	1	Existing
21018975	TX PR V37 WORKERS COMP SUB	1	Existing
21022039	TX PR V21-21A PROPERTY TAX SUB	1	Existing
21023065	TX PR V34 JURY CHARGE CIV LITIG SUB	1	Existing
21024066	TX CIV PR & REMEDIES CODE SUB	1	Existing
21034436	TX PR V38-39 PROP SUB	1	Existing
21044954	TX VERN STAT SUB	1	Existing
21047392	TX PR V11-14 METHODS PR SUB	1	Existing
6/1/18	SAMInet		988.doc

West Order Form Attachment
West Complete Additional Components
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



This Attachment is incorporated by reference into and made a part of the underlying Order Form.

Account #	1000808945	Account Name	ELLIS COUNTY LAW LIBRARY
Sub/Full Svc #	Print Products	Quantity	New or Existing
21056626	TX PR V35-36A COUNTY & DIST LAW SUB	1	Existing
21064335	TX ESTATE CODE PAM SUB	1	Existing
21069760	TX LOCAL GOVT CODE PAM SUB	2	Existing
21069760	TX LOCAL GOVT CODE PAM SUB	1	Existing
21069760	TX LOCAL GOVT CODE PAM SUB	2	Existing
21069760	TX LOCAL GOVT CODE PAM SUB	4	Existing
21069760	TX LOCAL GOVT CODE PAM SUB	5	Existing
21079456	TX PR V3-5A LAND TITLES SUB	1	Existing
21085979	TX VERN RULES ANNO CIV SUB	1	Existing
21086649	TX PR V17-18 PROB SUB	1	Existing
21086665	TX PR V19-20A BUSINESS SUB	1	Existing
21093599	TX PR V9-10 WILLS SUB	1	Existing
21119784	TX PR V1-2 RLS EVID SUB	1	Existing
21133558	TX PR V6 CRIM LAW SUB	1	Existing
40038858	TX PR V15 FORECLOSURE SUB	1	Existing
40048881	TX CRIM & MOTOR VEHICLE CODE SUB	1	Existing
40083583	TX PR V48-48C HNDBK LAWYER ETHICS SUB	1	Existing
40083583	TX PR V48-48C HNDBK LAWYER ETHICS SUB	1	Existing
40406920	TX PR V49 CONTRACT LAW SUB	1	Existing
40575073	TX PR SUM JUDG/REL TERM SUB	1	Existing
40736729	TX PR V50 TX DWI TRIAL PR MAN SUB	1	Existing
40759321	TX PR V51 TX ELDER LAW SUB	1	Existing
40785597	TX PR V16 ELEMENTS OF AN ACTION SUB	1	Existing
41118654	TX CR S/F/FK/L/LK (5V) SUB	1	Existing
	Lapse		
14690159	TX ENVIR LAWS ANNO PAM SUB	1	Lapse
15347784	TX CR STATE V1 SUB	1	Lapse
17085272	TX SESSION LAWS BV SUB	1	Lapse
17408489	TX CASES 3D SUB	1	Lapse
17408772	TX CASES AS CHARGEABLE SUB	1	Lapse
21007609	TX FAMILY CODE PAM SUB	1	Lapse
21048097	USCA SUB	1	Lapse
40211165	SEC LITIG & REG WL JRNL SUB	1	Lapse
40287247	BANKR WL JRNL SUB	1	Lapse
39030216	US CONGR NEWS PAM DISCOUNTED SUB	1	Lapse
6-1-18	SAXInet		988 dot

COMMISSIONERS COURT AGENDA REQUEST

2.6

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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Please fill out this form completely:

DATE: June 18, 2024 SUPPORTING DOCUMENT(S) ATTACHED? No

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: June 25, 2024

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

Discussion, consideration and approval to solicit a request for proposal for facilities maintenance for the Ellis County Central building, Justice of Peace Precinct 2 new facility, Juvenile Services facility, and other facilities as requested.

COMMISSIONERS COURT AGENDA REQUEST

2.7

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

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Please fill out this form completely:

DATE: June 17, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

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: June 25, 2024

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

Discussion, consideration and approval for the purchase of a Hot Water Storage Tank for Ellis County Detention Center, using BuyBoard Contract 657-21 in an amount of \$67,622.00. Sheriff's Office.



HVAC Equipment 631-00, Building Maintenance, Repair and Operations
Supplies and equipment 657-21, Trade Services and Labor 638-21

June 4, 2024

Ellis County
101 W. Main St., Suite 203
Waxahachie, Texas 75165

Attention: Anthony Thornton
Subject: Replace hot water storage tank
Locations: Detention Center – 300 S. Jackson

We are pleased to propose the following for consideration of replacing the existing hot water storage tank in the "old jail".

We propose to furnish all labor and material for a cost of **\$67,622.00 (excludes sales tax)**

Scope:

- **Stage new tank in existing mechanical room**
 - ASME Sec IV HLW
 - Niles Steel Tank Standard Construction
 - 765 Gal / 846 nominal capacity
 - R-16 Top Coat insulation
 - 150 psi bladder
 - Lead time 13-16 weeks
- **Pipe new tank existing mixing valves, hot water supply and return lines to a point close to existing lines and prepare for change over**
- **Supply and install new T&P valve**
- **Shut down hot water**
- **Make final connections to existing mixing valves, hot water supply and return**
- **Return hot water to service utilizing new storage tank**
- **Demo existing storage tank and remove from site**

Note: hot water shutdown to be less than 24 hours as instructed by County personnel

Note: New tank will be in a new location as discussed with County personnel

This proposal does not include any **sales tax, new electrical service, permit, expedited freight or any special handling charges that may be applicable overtime labor, repairs to existing boiler, asbestos testing or abatement**

This proposal will remain in effect for a period of thirty (30) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

6115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8674 Fax (972) 701-0479

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.9202 TACLA64273C
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.6584 M11944

June 4, 2024

Sincerely,

Gary P. Nuñez
General Manager
AMS of Texas, LLC

Yes. We do accept this proposal _____

Print Name: _____ (Date)

Signature: _____

COMMISSIONERS COURT AGENDA REQUEST

2.8

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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Please fill out this form completely:

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

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing and Contracting

ADDRESS: 101 W. Main Street, Suite 102, Waxahachie, Texas 75165

PREFERRED DATE TO BE PLACED ON AGENDA: June 25, 2024

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

Granting an exemption under Section 262.024 (2), Local Government Code, (an item necessary to preserve and protect the public health or safety of the residents of the county) from the bidding requirements of Section 262.023, Local Government Code, for the repair of the Courts and Administration Building Fire Alarm Devices by Elyon Fire & Life Safety LLC.

COMMISSIONERS COURT AGENDA REQUEST

2.9

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: June 21, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing and Contracting

ADDRESS: 101 W. Main Street, Suite 102, Waxahachie, Texas 75165

PREFERRED DATE TO BE PLACED ON AGENDA: June 25, 2024

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

Discussion, consideration and approval for the repair of the Court and Administration Building Fire Alarm System in an amount of \$48,520.70 from Elyon Fire & Life Safety, LLC for the Facilities Department using the approved exemption.



From Elyon Fire & Life Safety
 LLC
 2000 East Lamar
 Boulevard #600
 Arlington TX 76006
 8179538061
<https://elyonfire.com>
 Let Our Legacy Protect
 Yours

Quote No. 0001848
Type Repair
Prepared By Adan Raya
Created On 06/20/2024

Quote For Ellis County Court
 House
 109 S Jackson St,
 Waxahachie, TX 75165
 Waxahachie TX 75165
 (972) 935-3828

Description of Work

Elyon Fire & Life Safety LLC proposes to provide the following material & services as listed below.

Scope of work: FLOOR 1 FIRE ALARM SLC DEVICES AND SLC CIRCUIT REPAIR

- The first-floor SLC circuit will be replaced and separated from the second floor. The program will be updated to accomplish a full separation. Floor 2 will be connected to Loop 2, and Floor 1 will be connected to Loop 1 in the existing fire alarm system in the fire control room.
- All SLC devices on floor one will be replaced with new ones.
- Additionally, auxiliary circuits of 120AC will be switched over to a dummy load relay that will be installed for elevator shunt and damper control auxiliary circuits. The dummy load device will require a new circuit and power supply.
- The installation will take place during normal business hours, Monday to Friday, from 8 am to 5 pm.

1	MIRBPS6A Power Booster, 6 Amps, Red
35	Gamewell-FCI, ASD-PL3 (WHITE) (20 1st FL)(5 2nd FL)(10 Ducts)
3	Gamewell-FCI ATD-L3 (WHITE)
10	Gamewell-FCI AOM-2RF (Relay Module)
5	Gamewell-FCI MMO-6RF (6 Bank Relay Card)
21	Gamewell-FCI AMM-4SF (Single Monitor Module 4 Square)
10	System Sensor Duct Model Number # DNR - INTELLIGENT NON RELAY DUCT DETECTOR HOUSING (WITH DNRCOV)
10	Gamewell FCI MS-7AF Velocity Addressable Pull Station
25	B300-6. (Detector base)
9	PAM Relay (Interface with 24v for separation of High Voltage)
2	8ah

Exclusions:

- Electrical/High voltage work, Painting & Patching.

- Connecting, terminating, or troubleshooting other trades. (i.e. Elevators, HVAC, Access Control, etc)
- Work not listed in the scope of work above.
- Programming of devices not listed in scope.
- Additional troubles or faults that are found or discovered after troubleshooting or this repair.
- Overtime work
- Permits, Plans, City Inspections

Services to be completed

Fire Alarm

FLOOR 1 FIRE ALARM SLC DEVICES AND SLC CIRCUIT REPAIR

ChA 1st Floor Fire Alarm

GRAND TOTAL

\$48,520.70

Terms and Conditions

ACCEPTANCE OF TERMS Proposal shall become a binding contract between the CUSTOMER and ELYON when accepted in writing, authorized via email and/or signed including digitally by the CUSTOMER. Such acceptance shall be with the mutual understanding that the terms and conditions of this document are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of ELYON.

CHANGES IN THE WORK A Change Order is a written order signed OR emailed by CUSTOMER and ELYON authorizing a change in the Work or adjustment in the price of a change to the schedule. CUSTOMER may request ELYON to submit proposals for changes in the Work, subject to acceptance by CUSTOMER. If ELYON submits a proposal pursuant to a change order request but the CUSTOMER chooses not to proceed, CUSTOMER shall reimburse ELYON for any and all costs incurred in preparing the proposal.

WORKING HOURS Unless otherwise stated, all labor and services under this Agreement will be performed during normal business hours, Monday through Friday, excluding holidays. If for any reason CUSTOMER requests ELYON to furnish any such labor or services outside of normal working hours, Monday through Friday (or on holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by CUSTOMER.

TAXES CUSTOMER agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If CUSTOMER claims any such taxes do not apply to transactions covered by this Agreement, CUSTOMER shall provide ELYON with a tax exemption certificate acceptable to the applicable taxing authorities.

INSURANCE OBLIGATIONS ELYON shall maintain Commercial General and Automobile Liability Insurance applicable to the Services for not less than the following limits of liability:

Commercial General Liability \$1,000,000 Each Occurrence

General Aggregate \$2,000,000

Product & Completed Operations Aggregate \$1,000,000

Commercial Automobile Liability \$1,000,000

Excess/Umbrella Liability & Aggregate \$5,000,000

CUSTOMER shall be responsible for maintaining its own liability and property insurance

PRODUCT DELIVERY Delivery of products will be by UPS ground or other negotiated over the road trucking services as applicable on heavy load items unless otherwise specified. Overnight or other special delivery will be made at an added charge to CUSTOMER. All sales are F.O.B. manufacture's shipping point unless otherwise specified on CUSTOMER'S purchase order. ELYON shall not be responsible for any delays or defaults hereunder by reason of fire, flood, acts of God, labor troubles, inability to secure materials, acts of government or other causes beyond ELYON'S reasonable control.

WARRANTY ELYON warrants that any newly installed equipment or part purchased under this Agreement will be free from defects in material

and workmanship for a period of one (1) year from the date such equipment or part is placed into operation and any applicable product warranty as provided for by manufacturer that is greater than one (1) year shall be passed through to CUSTOMER with the exception of freight and labor charges as applicable. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, free of charge. This warranty will not apply if the damage or malfunction occurs because the system has been added to, altered, abused, misused or tampered with by the CUSTOMER or any third party, or otherwise operated contrary to the operating instructions. The failure must not result from CUSTOMER negligence, or from fire, lightning, water damage, or any other cause beyond ELYON'S control. Software updates and service patches are not included in the standard one (1) year warranty and can be supplied by an additional contract. All service work repairs will be warranted for a period of 90 days for labor and parts being covered by the standard manufacturer's warranty period.

EXCUSABLE DELAYS ELYON shall not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God or any other cause beyond ELYON'S reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, third parties or any other cause beyond the control of ELYON, any repairs or replacement shall be paid for by CUSTOMER. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and ELYON shall be entitled to recover from CUSTOMER its reasonable costs, overhead, and profit arising from such delay.

TERMS OF PAYMENT Subject to ELYON'S approval of CUSTOMER'S credit, payment terms are as follows:

Progress Payments ELYON will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and service performed, both on and off the job site. CUSTOMER agrees to pay the full amounts invoiced, less retainage, upon receipt of the invoice at the address specified by CUSTOMER. All payments shall be Net 30 unless otherwise agreed.

Retainage CUSTOMER shall not withhold, as retainage, a greater percentage than is withheld from CUSTOMER under a prime contract, if applicable, CUSTOMER shall pay all retainage to ELYON within 30 days after ELYON'S work is substantially complete.

Suspension of work If ELYON, having performed work per Agreement requirements, does not receive a payment within thirty (30) days after submission of an ELYON invoice, ELYON may suspend work until CUSTOMER provides a remedy.

Discounts Any and all discounts provided by ELYON to CUSTOMER for work performed shall be agreed to in writing and signed by an authorized representative of ELYON prior to the commencement of the project.

PROPRIETARY INFORMATION All proprietary information obtained by CUSTOMER from ELYON in connection with this Agreement shall remain the property of ELYON, and CUSTOMER shall not divulge such information to any third party without the prior written consent of ELYON.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



NEWS RELEASE

3.1

1210 San Antonio • Austin, TX 78701 • P.O. Box 2131 • Austin, TX 78768-2131
512-478-8753 • 800-456-5974 • 512-478-0519 FAX

FOR IMMEDIATE RELEASE
June 12, 2024

CONTACT: Jody Seaborn
(800) 456-5974
jodys@county.org

Cheryl Chambers Honored for Commitment to County Investment Education

IRVING — Cheryl Chambers was recognized recently by the Texas Association of Counties (TAC) for 15 years of outstanding dedication to county investment education. The honor was presented during the 2024 Conference of the County Investment Academy held June 10-12 in Irving in Dallas County.

Chambers stood out as one of only 8 officials in the state to be honored for 15 years in the program. A special luncheon was held June 11 to commemorate this pursuit of excellence in investment education, where 50 other officials were also recognized for their own milestones of five, 10, 15, 20 and 25 years.

The Texas Public Funds Investment Act requires county commissioners courts to appoint a county investment officer to invest county funds. These officers and their investment staff need to possess a comprehensive understanding of sound investment policies and adhere to the Act's stringent requirements.

Since 1992, TAC has been providing formal education for county investors through its County Investment Academy, formerly called County Investment Officer training. Participants become members of the Academy by completing the Basics of County Investing Course.

The County Investment Academy provides for the needs of officials and staff involved in public funds investing at the local level by hosting the June conference and the Texas Public Funds Investment Conference in November.

TAC is a nonprofit organization that since its creation in 1969 has played a crucial role in supporting the efforts and needs of counties across the state.

IV.

The District will provide emergency services in response to any emergency situation in accordance with the authority granted to emergency services districts under Chapter 775 of the Texas Health & Safety Code.

V.

The creation of the District complies with Section 775.0205 of the Texas Health & Safety Code.

VI.

Brian Mundie, who resides at 184 Alma Drive, Ennis, Texas 75119, and Ryan Brown, who resides at 310 Alma Drive, Ennis, Texas 75119 (collectively, "Petitioners"), agree and obligate themselves to pay the cost incident to the formation of the District, including the costs of publishing notices, election costs, and other necessary and incidental expenses, such cost not to exceed one hundred fifty (\$150.00) dollars, to Ellis County as required by Section 775.013(b) of the Texas Health & Safety Code.

VII.

The Cities of Alma, Ennis, and Rice are the only municipalities whose consent must be obtained under Section 775.014 of the Texas Health & Safety Code.

VIII.

The signatures required by the Texas Health & Safety Code, Section 775.011, for the creation of Ellis County Emergency Services District No. 11 are attached on Exhibit "C".

WHEREFORE, PREMISES CONSIDERED, Petitioners pray that such notices be issued by the County Clerk of Ellis County as required by law; that a public hearing be held on this petition in the county; and that, after the hearing, the Commissioners Court of Ellis County grant this petition and call a special election regarding the creation of the District.

RESPECTFULLY SUBMITTED this 17th day of June, 2024.

PETITIONERS:

By:



Brian Mundie

By:



Ryan Brown

Exhibit "A"

Description of Proposed Ellis County Emergency Services District No. 11

The current service area of Alma Volunteer Fire Department, as more particularly described below:

Beginning at the point of intersection of the Ellis-Navarro County line with the northern right of way line of Farm to Market Road 85, thence north and westerly along the northern right of way line of Farm to Market Road 85 until Farm to Market Road 85 becomes South Kaufman Street, continue north and westerly along the northern right of way line of South Kaufman Street to the point of intersection with the southern right of way line of South Interstate Highway 45 Service Road, thence south and easterly along the southern right of way line of South Interstate Highway 45 Service Road to the point of intersection with the southeast right of way line of National Drive, thence south and westerly along the southeast right of way line of National Drive to the point of intersection with the eastern right of way line of Sterilite Drive, thence south and easterly along the eastern right of way line of Sterilite Drive until Sterilite Drive becomes Rudd Road, continue south and easterly along the eastern right of way line of Rudd Road to the point of intersection with the southern right of way line of Blazek Road, thence north and easterly along the southern right of way line of Blazek Road to the point of intersection with the City of Alma City Limit as it existed on May 15, 2024, thence westerly along the northern border of the City of Alma City Limit as it existed on May 15, 2024 to the point of intersection with the western right of way line of Lyons Road, thence south and easterly along the western right of way line of Lyons Road to the point of intersection with the northeast corner of that 143.6439 acre tract from the Gideon White Survey conveyed by special warranty deed from Robert Yaquinto, Jr., Trustee and the Estate of James W. Novak and Lynda Novak to Mary G. Novak Pinkert recorded in the official property records of Ellis County with the Ellis County Clerk by instrument number 0100192 volume 1749 page 935 January 4, 2001, thence south and westerly along the eastern boundary of said 143.6439 acre tract to the point of intersection with the center line of Cummins Creek, thence south and easterly along the center line of Cummins Creek to the point of intersection with the Ellis-Navarro County line, thence north and easterly along the Ellis-Navarro County line to the point of beginning, SAVE AND EXCEPT any territory within the boundaries of the City of Ennis City Limits as those City Limits existed on May 15, 2024.

Exhibit "C"

Real Property Owners Qualified to Vote in Ellis County for Proposed Ellis County Emergency Services District No. 11

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Renee Sones	138 FM 1183, Alma, TX 75119	same	6/10/76	1029932794	Ellis		5/21/24
Brian Mundie	184 Alma Dr Ennis, TX 75119	same	05/24/89	2127086289	Ellis		6/3/24
Stormey Mundie	184 Alma Dr. Ennis, TX 75119	SAME	07/22/95	2205443111	ELLIS		6/3/24
Robert Kay Wilson	115 FM 1183 Ennis, TX 75119	same	6/25/67	1029805732	ELLIS		6/3/24
Janet Lynn Wilson	115 FM 1183 Ennis, TX 75119	same	4/1/67	10298(857)	ELLIS		6/3/24
Aaron Wilson	125 FM 1183 Ennis, TX	same	11/07/1995	7149374488	ELLIS		6/3/24
Melanie Wilson	125 fm 1183 Ennis, TX	same	14/11/97		ELLIS		6/3/24
Belinda Brown	310 Alma Dr. Ennis, TX 75119	same	10-26- 1989	2135426578	ELLIS		6/3/24
Ryan Brown	310 Alma Dr Ennis, TX 75119	same	05/17 1990	1156545655	ELLIS		6/3/24
Patti. Ludwig	234 Alma Dr Ennis, TX 75119	same	1/13 1957	102977700 41	ELLIS		6/3 2024

Exhibit "C"
Real Property Owners Qualified to Vote in Ellis County for Proposed Ellis County Emergency Services District No. 11

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Bilbof Jay	223 Alma Dr.	Same	9/19/37	102981222	Ellis	Bilbof Jay	4/3/24
Cynthia Wilson	215 Alma Dr.	Same	12/29/68	102985158	Ellis	Cynthia Wilson	6-3-24
Cynthia Wilson	215 Alma Dr.	Same	3-4-47	102979170	Ellis	Cynthia Wilson	6-3-24
Linda Blazek	178 Alma Dr.	Same	2-24-65	102999842	Ellis	Linda Blazek	6/3/24
Betty Elliott	142 Alma Dr.	Same	2-14-47	102970246	Ellis	Betty Elliott	6-3-24
Julio Manriquez	130 Alma Dr.	Same	3-30-57	200166862	Ellis	Julio Manriquez	6-3-24
Abbie L. Griffin	125 Blazek Rd.	Same	10/23/64	108925953	Ellis	Abbie L. Griffin	6-6-24
Jean Griffin	125 Blazek Rd.	Same	10/23/74	108932455	Ellis	Jean Griffin	6-6-24
Robert Blazek	135 Blazek	Same	1/22/64	107942470	Ellis	Robert Blazek	6-6-24
Kim Demensky	135 Blazek	Same	1/19/63	108459253	Ellis	Kim Demensky	6-6-24

Exhibit "C"
Real Property Owners Qualified to Vote in Ellis County for Proposed Ellis County Emergency Services District No. 11

Owner Name(s) (Printed)	Residence Address	Mailing Address	Date of Birth	Year Registered Voter	County of Registration	Owner Signature	Date
Steve Camm	160 ALMA	160 ALMA	1-25-61	1030425716A	ELLIS	Steve Camm	6-3-24
William E Blackman	128 FM 1183	128 FM 1183	6-20-33	1029804883	ELLIS	William E Blackman	6-3-24
Mary Blackman	128 FM 1183	128 FM 1183	7-02- 21/1934	10304103172A	ELLIS	Mary Blackman	6-3-24
William Blackman	174 FM 1183	134 FM 1183	4-26-58	112568293A	ELLIS	William Blackman	6-3-24
Frieda Bain	148 FM 1183	same	2-10-38	10298149 05A	ELLIS	Frieda Bain	6-3-24
Leticia Rodriguez	154 FM 1183	same	10-9-95	1215337180	ELLIS	Leticia Rodriguez	6-3-24
Dillon Braun	190 FM 1183	same	4-17-91	1205754010	ELLIS	Dillon Braun	6-3-24
Alvin Braun	100 FM 1183	same	7-9-53	1222036645	ELLIS	Alvin Braun	6-3-24
TRACY JONES	138 FM 1183	same	11-06-21	120288181A	ELLIS	Tracy Jones	6-3-24
Sandra Dugan	110 BIGZEX	same BIGZEX	9-16-81	10302889 10A	ELLIS	Sandra Dugan	6-3-24

Exhibit "C"
Real Property Owners Qualified to Vote in Ellis County for Proposed Ellis County Emergency Services District No. 11

Owner Name	Property Address	County	City	Assessment Year	Assessment Number	County	City	Assessment Year	Assessment Number
JOE Dolezalik	726 Zmolek Rd	Ellis	Ellis	12-6-1946	1186901039	Ellis	Ellis	6-6-24	6-6-24
Cindra Dolezalik	726 Zmolek Rd	Ellis	Ellis	8-23-52	1029685797	Ellis	Ellis	6-6-24	6-6-24
Sara Rubits	725 Zmolek Rd	Ellis	Ellis	3/4/83	1184119406	Ellis	Ellis	6-6-24	6-6-24
Nicholas Rubits	725 Zmolek Rd	Ellis	Ellis	4/25/82		Ellis	Ellis	6-6-24	6-6-24
LEONARD DLADAS	328 Zmolek Rd	Ellis	Ellis	4/7/84	1161475215	Ellis	Ellis	6-6-24	6-6-24
Ashley Howard	348 Zmolek Rd	Ellis	Ellis	6/21/73	1029872655	Ellis	Ellis	6-6-24	6-6-24
Jaime Holland	348 Zmolek Rd	Ellis	Ellis	7/22/76	1029953093	Ellis	Ellis	6-6-24	6-6-24
Dolores Dlabaj	328 Zmolek Rd	Ellis	Ellis	2/27/51	1159964277	Ellis	Ellis	6-6-24	6-6-24
Walter Enslin	1150 Zmolek Rd	Ellis	Ellis	6-17-77	2133070790	Ellis	Ellis	6-6-24	6-6-24
Roger Koscielniak	1160 Zmolek Rd	Ellis	Ellis	9-13-74	2402223855	Ellis	Ellis	6-6-24	6-6-24

Exhibit "C"
Real Property Owners Qualified to Vote in Ellis County for Proposed Ellis County Emergency Services District No. 11

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Anthony S Clark	115 Blazek Alma TX	78119	8/30 64	1079886774	Ellis		6-6-24
Matiyas Zatonyl	101 Blazek Rd Alma, TX	EMMIS, TX 75119	10/28/ 1991	2157572657	Ellis		6-6-24
Kyrie Sdeem	4910 FM 1183 EMMIS TX 75119	4910 FM 1183 EMMIS TX 75119	2/23/ 96	2001205807	Ellis		6/6/24
Tyler Steen	4910 FM 1183 EMMIS TX 75119	4910 FM 1183 EMMIS TX 75119	12/08/1992	2001176124	Ellis		6/6/24
Katherine Zatonyl	101 Blazek Rd Alma, TX.	101 Blazek Rd EMMIS TX 75119	11/21/91	2151517176	Ellis	Kate Zatonyl	6/6/24
James Wilson	118 Finkelstein Rd Alma	EMMIS TX	9/9/1983	1030088962	Ellis	Jo Kuss	6-8-24
Ken [Signature]	200 Alma	200 Alma	1/6/55	603 6663044	Ellis	Amers	6/8/24
Danielle Robinson	143 FM 1183 Alma	SAME	8/17/70	1029979917	EMMIS	Danielle Robinson	6/8/24
James P Mack	171 FM 1183 Alma, TX	SAME	7-6-83	1030235713	Ellis		6-8-24
Juan Rodriguez	154 FM 1183 Alma TX	Same	4/11/1985	2202489211	Ellis		6-8-24

Exhibit "C"
Real Property Owners Qualified to Vote in Ellis County for Proposed Ellis County Emergency Services District No. 11

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Jerry Linker	305 Whitfill Rd	Same	8/4/42	1080290680	Ellis	Jerry Linker	6/6/2024
Judy Linker	305 Whitfill Rd	Same	3/21/42	1199147547	Ellis	Judy Linker	6/6/2024
JAMES MACH	219 Whitfill	Same	5/22/76	1029935886	Ellis	JAMES MACH	6/6/24
Carey Mederow	335 Whitfill Rd	Same	5/19/71	105000117	Ellis	Carey S Mederow	6-6-24
Charles Northcutt	228 Whitfill Rd	Same	7-10-39	1029803083	Ellis	Charles Northcutt	6-6-24
Don Gille	153 Whitfill Rd	Same	1/14/71	1052822162	Ellis	Don Gille	6-6-24
William Stalling	141 Whitfill	Same	6-27-75	1144844249	Ellis	William Stalling	6-6-24
Diane Arce	127 Whitfill Rd	same	3/20/71	1030224507	ELLIS	Diane Arce	7-6-24
Amanda Smith	865 Tom Sawyer Rd	Same	3/20/71	1213957336	Ellis	Amanda Smith	6-8-24
DAVID Smith	865 Tom Sawyer Rd	Same	1-10-68	1245757370	Ellis	David Smith	6-8-24

Exhibit "C"
Real Property Owners Qualified to Vote in Ellis County for Proposed Ellis County Emergency Services District No. 11

Owner Name (Printed)	Address	City	State	Zip	County	Signature	Date
Timmy Blazek	1305 S. 2nd St PO Box 827	Ennis	TX	75119	Ellis	[Signature]	6/3/24
Jason Huggins	146 Blazek Rd Ennis TX 75120	Ennis	TX	75120	Ellis	[Signature]	6/3/24
Arielle Huggins	146 Blazek Rd. Ennis TX 75120	Ennis	TX	75120	Ellis	[Signature]	6/3/24
Synthia Bachmayer	223 FM 1183 Ennis TX 75119	Ennis	TX	75119	Ellis	[Signature]	6/3/24
DAVID MCHAMBERLAIN	223 FM 1183 Ennis TX 75119	Ennis	TX	75119	Ellis	[Signature]	6/7/2024
Elsa Parks	607 Whitfill Rd Ennis TX 75119	Ennis	TX	75119	Ellis	[Signature]	6/6/24
Larry Parks	607 Whitfill Rd Ennis TX 75119	Ennis	TX	75119	Ellis	[Signature]	6/6/24
WATTA MCCAFFEY	443 WHITFILL RD 75119	Ennis	TX	75119	Ellis	[Signature]	6/6/24
Mark Parks	355 Whitfill 75119	Ennis	TX	75119	Ellis	[Signature]	6/6/24
Ruby Bolton	341 Whitfill Rd. 75119	Ennis	TX	75119	Ellis	[Signature]	6/6/24

Exhibit "C"
Real Property Owners Qualified to Vote in Ellis County for Proposed Ellis County Emergency Services District No. 11

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
David Reeve	141 Alma Drive	141 Alma Drive Emis Tx 75119	6-28-68	1029837071	Ellis		6-10-24
Jerod Brown	179 Alma Drive	1410 S. Kaufman	3/6/82	1030180668	Ellis		6/10/24
Kathleen Brown	179 Alma Drive	805 S. Clay St., Emis TX 75111	9/20/74	1176440570	Ellis		6-10-24
Wayne Ruben	163 Fm 1183	163 Fm 1183 Emis Tx	7/22/64	1029884720	Ellis		6/10/24
Sharon Hughes	179 Fm 1183	179 Fm 1183 Emis, Tx	4-8-59	1030285046	Ellis		6/10/24
Michael Hueber	179 Fm 485	179 Fm 1183	11-6-59	1030016105	Ellis		6/10/24
Bobby White	205 Fm 1183	205 Fm 1183	11/16/66	1031206456	Ellis		6/10/24
DONALD	205 Fm 1183	205 Fm 1183	1/22/41	1031211714	Ellis		6/10/24
Joseph Van Horn	195 Fm 1183	195 Fm 1183	12-21-50	1030472130	Ellis		6-10-24
Kric Trojacek	474 Whitfill R	Same	9-1-63	1030369887	ELLIS		6-10-24

Exhibit "C"
Real Property Owners Qualified to Vote in Ellis County for Proposed Ellis County Emergency Services District No. 11

Owner Name(s) (if jointly)	Real Property Address	Residence Address	County of Residence	Year Registered to Vote	County of Registration	County of Residence	Date of Birth	Year Registered to Vote	County of Registration	County of Residence	Date
Erny Dolzalik	616 Zmolek Rd Fm 177		Ellis	8-1-61	1030450552	Ellis					6-5-2024
Laura Koseichlak	1160 Zmolek		Ellis	4-8-77	1047103027	Ellis					6-6-24
Mary Doreen Watson	229 FM 1183 Ennis		Ellis	4-4-56	1029721047	Ellis					6-10-24
Cody Troick	470 White Hill		Ellis	5-5-46	103022573	Ellis					6-10-24
Erica Trojack	470 White Hill Road		Ellis	01/30/1990	117105344	Ellis					06/10/2024
Ann McDermid	457 White Hill Rd		Ellis	1/19/78	2141806259	Ellis					6/10/2024
Vern Towns	457 White Hill Rd.		Ellis	8/11/70	1201031121	Ellis					6/10/24
ALAN BRASWELL	112 F.M 1183		Ellis	10/2/72	1207951967	Ellis					6/11/24
Shirley Braswell	124 FM 1183		Ellis	4/19/52	1207951979	Ellis					6/11/24
John Hughes	185 Fm 1183		Ellis	11/14/60	1205502838	Ellis					6/11/24

Exhibit "C"
Real Property Owners Qualified to Vote in Ellis County for Proposed Ellis County Emergency Services District No. 11

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Peggy Blackaby	816 Toth Rd. Ennis, TX	SAME	9-10-48	1029791058	ELLIS	<i>[Signature]</i>	6/11/24
Jeremy Smith	770 Toth Road	Same	9-26-75	220789782	ELLIS	<i>[Signature]</i>	6-11-24
Harley Smith	770 Toth Road	Same	6-23-03	220922509	ELLIS	<i>[Signature]</i>	6-11-24
Carla Smith	770 Toth Road	Same	5-4-26	115258997	ELLIS	<i>[Signature]</i>	6-11-24
GARY McCaffrey	425 Whitfill Rd	Same	9/20/67	213137433	ELLIS	<i>[Signature]</i>	6/12/24
CHRISTINA HURDA	313 WHITAM Rd	SAME	11/11/1985	428231803 2142333167	ELLIS	<i>[Signature]</i>	6/12/24
Cristal Johnson	171 Gray Creek Circle	Same	11/10/1986	2134185649	ELLIS	<i>[Signature]</i>	6-12-24
Leah Ganske	161 Grays Creek Circle	Same	11/20/88	1149309111	ELLIS	<i>[Signature]</i>	6-12-24
Jessica Corrao	131 Grays Creek Ranch Rd.	Same	2/20/84	1138653209	ELLIS	<i>[Signature]</i>	6/12/24
Anna Y. Malarasak	541 FM 1182 Ennis Tx.	Same	5-1-64	2178196314	ELLIS	<i>[Signature]</i>	6/12/24

Exhibit "C"
Real Property Owners Qualified to Vote in Ellis County for Proposed Ellis County Emergency Services District No. 11

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Fernando Leon	190 TOTH RD EMMS TX	190 TOTH RD EMMS TX	09/29 1992	2188093 267	EMMS	Fernando Leon	06/14/24
Heather Ward	855 TOM SAWYER RD	EMMS TX 75119	3/3/84	1190120809	ELLIS	Heather Ward	6/14/24
Eric Montenayor	1261 CAKE SAWYER RD EMMS TX	1261 Lake sawyer EMMS TX	8/25/95	2709078649	ELLIS	E	6/11/24
Tammus Hughes	185 FM 1183 EMMS TX 75149	185 FM 1183 EMMS TX 75149	2/17/63	1199012830	ELLIS	Tammus Hughes	6/13/24
Richard Chamberlain	221 - FM 1183	221 - FM 1183 -	2-6-64	118990786	ELLIS	Richard Chamberlain	6-12-24
Stewart Martinez	130 Gray Creek Ranch Rd	130 Gray's Creek Ranch Rd.	2-25-91	2187391370	EMMS	Stewart Martinez	6-14-24
Barbara Drnelas	120 Grays Creek Ranch Rd.	120 Grays Creek Ranch Rd.	12/21/88	1139929745	ELLIS	B. Drnelas	6/14/24
Adrian Drnelas	120 Grays Creek Ranch Road	120 Grays Creek Ranch Rd EMMS	4/23/87	1165224806	ELLIS	A. Drnelas	6/14/24
Tammy ROSS	141 Grays Creek Circle	SAME	7-29-77	1030190278	ELLIS	Tammy Ross	6-14-24
Allen Ross	141 Grays Creek Circle	Same	10/19/80	1030121855	ELLIS	Allen Ross	6/14/24

Exhibit "C"
Real Property Owners Qualified to Vote in Ellis County for Proposed Ellis County Emergency Services District No. 11

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Michael Lee	160 Grays Creek Cir Ennis TX	160 Grays Creek Cir Ennis TX	04/23/1973	1217176077	Ellis	<i>Michael Lee</i>	6-14-24
Melissa Lee	160 Grays Creek Cir Ennis TX 75119	160 Grays Creek Cir Ennis TX	12/11/73	1217986031	Ellis	<i>Melissa Lee</i>	6-14-24
Amira Choi	150 Grays Creek Cir Ennis TX 75119	150 Grays Creek Cir Ennis TX 75119	10/16/78	1030108490	Ellis	<i>Amira Choi</i>	6-14-24
Michelle Leathman	111 Grays Creek Cir Ennis	same	10/24/87	1215404783	Ellis	<i>Michelle Leathman</i>	6/14/24
Antoni Ontiverosh	111 Grays Creek Cir Ennis	same	5/18/85	103029803	Ellis	<i>Antoni Ontiverosh</i>	6/14/24
Erica Todd	525 Whitfill Rd Ennis TX	same	5/5/87	1630136476	Ellis	<i>Erica Todd</i>	6/14/24
Jesse Todd	525 Whitfill Rd Ennis TX	same	4/20/86	2146798322	Ellis	<i>Jesse Todd</i>	6/14/24
Amanda Volody	555 Whitfill Rd Ennis TX 75119	same	5/29/69	1029957379 469-6558 -5506	Ellis	<i>Amanda Volody</i>	6/14/24
John Aloy Valdez	555 Whitfill Rd Ennis TX 75119	same	7/11/69	1213090824	Ellis	<i>John Aloy Valdez</i>	6/14/24
Nobashin Pagan	171 FM 1183 Ennis TX 75119	same	11/1/84	1124482030	Ellis	<i>Nobashin Pagan</i>	6/14/24

Exhibit "C"
Real Property Owners Qualified to Vote in Ellis County for Proposed Ellis County Emergency Services District No. 11

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
James Worth Benton	218 Fm 1103	same	2/13/44	1029695123	Ellis	James Benton	5/22/24
Elayna Benton	218 Fm 1103	same	12/6/47	1029695110	Ellis	Elayna Benton	5/22/2024
Janna Dolcaik	616 Zmolek Rd		10/26/66	1029882007	Ellis	Janna	6/5/2024
Virginia Cowan	160 Almador	SAME	5/29/89	1030000030	Ellis	Virginia Cowan	6-16-24
Chris Lewis	476 Lyons Rd	same	9/11/89	1145544193	Ellis	Chris Lewis	6/17/24

COMMISSIONERS COURT AGENDA REQUEST 3.3

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

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

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

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

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

Please fill out this form completely:

DATE: 6/19/2024 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: 6/25/2024

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

Discussion, consideration, and action to renew or modify the current County & Retiree Health Insurance coverage and premiums through the Texas Association of Counties and Employee Benefits Pool for the Fiscal Year 2024-2025, including approval for the County Judges to sign the renewal.

COMMISSIONERS COURT AGENDA REQUEST

3.4

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

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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: 06/19/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Staci Parr

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06/25/2024

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

****Administrative Agenda****
Discussion, Consideration, and Approval for the County Judge to execute a contract for Paymerang to provide invoice automation and payment services for Ellis County.



Master Services Agreement

This **Master Services Agreement** ("Agreement") is entered into by and between Paymerang, LLC ("Paymerang"), a Virginia limited liability company located at 7401 Beaufont Springs Drive, Ste. 300, Richmond, VA 23225 and **Ellis County, Texas** located at 109 South Jackson, Waxahachie, TX 75165 ("Client"), and is effective as of the date of execution by Client (the "Effective Date"). Paymerang and the Client may each be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

WHEREAS, Client and Paymerang desire to enter into an agreement for Paymerang to provide vendor payment services and any additional digital services as the Parties agree to in separate statements of work (individually a "SOW" and collectively "SOWs").

THEREFORE, the Parties hereby agree as follows:

All SOWs, attachments and exhibits to this Agreement (each an "Exhibit" and collectively, "Exhibits") are incorporated by reference herein and made a part of this Agreement as of the date of their respective effective dates. In the event of any conflict between the terms of an Exhibit and the terms contained in this Agreement, the terms in this Agreement shall control unless the Exhibit states that the Parties are modifying the terms of this Agreement, with specific reference to the section(s) of this Agreement to be modified. Any such modification shall be limited in application to the related Exhibit.

1. SERVICES PROVIDED

Paymerang agrees to perform the services for Client as described in one or more SOWs subject to the terms and conditions of this Agreement (the "Services"). Any changes made to any SOW shall be approved by both Parties in writing. The Parties may add additional services and products to this Agreement by amending in writing or executing a new SOW pertaining to such services or products which will be deemed to be incorporated into this Agreement as agreed to in writing or in any amendment.

Paymerang represents and warrants: (i) that in providing the Services, Paymerang will employ a degree of skill and care that is consistent with industry standards as designated and set forth in any SOW; (ii) that Paymerang will complete an annual System and Organization Controls (SOC) attestation to demonstrate its commitment to internal controls as applicable to the Services provided; (iii) that the Services will not violate or infringe on any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any other Party; and (iv) that, with respect to any software used in conjunction with the Services, Paymerang has all rights necessary to provide or use such software for the benefit of Client.

Upon completion of this process and during the Term of this Agreement, Paymerang may require Client to provide additional information that is required of it by governmental agencies and/or partners, including but not limited to beneficial ownership information.

Each Party represents and warrants to the other Party that it will comply with all state, federal, and local laws, rules, and regulations applicable to its performance of this Agreement.

2. PAYMENT FOR SERVICES AND TAXES

Paymerang shall send billing statements to the Client according to the terms in each respective SOW. Client will pay all applicable sales, use, excise, value-added, consumption and similar taxes assessed on or applicable to the provision of the Services to Client by Paymerang. Notwithstanding the foregoing, each Party is responsible for payment of its taxes based on its own income, taxes on property it owns or leases, or any business license fees required for its business.

3. TERM AND TERMINATION

The initial term of this Agreement ends one (1) year after this Agreement is executed by Client ("Term"). The Term of this Agreement will renew automatically for additional consecutive terms of one (1) year. At the beginning of any such renewal term, Paymerang may change the fees payable by Client to Paymerang. If Paymerang elects to change the fees payable by Client, Paymerang shall deliver to Client a revised SOW or modification document reflecting the change at least 90 days prior to any renewal term. In the event the term of a SOW extends beyond the expiration or termination of this Agreement, the terms and conditions of this Agreement shall continue to govern the SOW until such time as the SOW expires or is terminated.

Either Party may terminate this Agreement for any reason by providing ninety (90) days written notice to the other Party specifying the termination date of not less than ninety (90) days from the date of the notice.

However, either Party may terminate this Agreement immediately upon: (1) a breach by the other Party of any material term of this Agreement that is not cured within thirty (30) days after delivery to the defaulting Party of a reasonably detailed written notice explaining the default; (2) a material breach by the other Party of any term of this Agreement that is not capable of being cured; (3) the initiation of insolvency or bankruptcy proceedings of the other Party; (4) the unauthorized assignment or transfer by the other Party of any of the obligations imposed hereunder; (5) receipt of a notice from any regulatory or governmental body or official that this Agreement is unlawful; or (6) the issuance of a regulatory agency formal cease and desist mandate that is not cured within sixty (60) days.

4. INSURANCE

Paymerang agrees to maintain commercial general liability insurance coverage, errors and omissions, employee theft, forgery, computer fraud, cyber security fraud, funds transfer fraud, currency fraud, and credit card fraud, with minimum limits of \$2,000,000 per occurrence, with a reputable and financially responsible insurer with an A.M. best rating of "A" or above.

5. SECURITY

Subject to any Client obligations and requirements in this Agreement, including any SOW, Paymerang will maintain adequate security over Client information using commercially reasonable safeguards over the hardware, software, personnel and processes it uses to support the delivery of payments and related services to the Client.

Client is solely responsible for any technology, processes, or procedures necessary to secure Client's Internet connection, email addresses, passwords, and any security tokens needed to access Paymerang's software and network, or to communicate with Paymerang under this Agreement. Client understands and acknowledges that Paymerang is not responsible if the email address of the Client employee or administrator is compromised and Paymerang subsequently receives an email from the compromised email.

6. DATA PROTECTION

Paymerang has and will retain sole responsibility for safeguarding: (a) all Client data, information, messages and other materials, in any form or format, provided by Client to Paymerang for the Services ("Client Data"), including its content, development and use; (b) all information, instructions and materials provided by or for the Client in connection with the Services; (c) the security and use of Client's and its users' log-in credentials ("Client Credentials") for all Client accounts and for all access to the Services.

Client shall employ and maintain throughout the Term all necessary physical, administrative and technical controls and security safeguards necessary to: (a) securely administer the distribution and use of all Client Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Client Data, including the uploading or transfer of Client Data. Additionally, Client is responsible for all access to and use of the Services directly or indirectly by or through the Client or the Client Credentials, with or without Client's knowledge or consent.

Paymerang shall implement and maintain an information security program that includes administrative, electronic, technical, physical and other security measures and safeguards reasonably designed, at a minimum, to: (a) ensure the confidentiality, integrity and availability of all Client Confidential Information and Client Data; (b) protect against any unauthorized access to or use of such Client Confidential Information and Client Data; (c) protect against any anticipated threats or hazards to the security or integrity of Client Confidential Information and Client Data; (d) limit access to Client Confidential Information and Client Data to only Paymerang personnel who have a reasonable need for such information; (e) instruct all persons who have access to Client Confidential Information and Client Data of the obligation to maintain the confidentiality thereof; and (f) ensure the proper, secure and lawful disposal of Client Confidential Information and Client Data as required or appropriate.

Paymerang agrees that it shall: (a) notify Client of a Security Breach affecting Client Data and/or Client Credentials as soon as practicable, but no later than seventy two (72) hours after Paymerang determines that a Security Breach has occurred; (b) update Client as to the progress toward and status of Paymerang's remediation of any Security Breach; and (c) take the appropriate steps to mitigate and remedy the Security Breach. As used herein, "Security Breach" means any unauthorized access to or use, disclosure, alteration, destruction of Client Confidential Information, Client Credentials and/or Client Data.

Client agrees that if it suspects or becomes aware of any Security Breach it shall (a) within seventy-two (72) hours notify Paymerang in writing after determining that a Security Breach has occurred and (b) reasonably cooperate with Paymerang, at its sole expense, to prevent or stop future Security Breaches.

The suspecting party will hold the other, and its respective officers, directors, employees and agents, harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, arising out of or relating to any third party claim arising from (i) the other party's breach of, or failure to meet, its obligations as set forth herein and/or (ii) the other party's contributing acts or omissions.

Payment Data is owned by Paymerang and/or the Issuer. "Payment Data" means (i) the name, address, phone number, and email address of the payment recipient that is solely maintained for the issuance and operation of the Services under the Agreement and SOWs; (ii) numeric information associated with a payment issued by an issuing bank and that is not provided by Client; and (iii) "non-public personal information" and "personal identifiable financial information," that is subject to Title V of the Gramm Leach Bliley Act and its implementing regulations at 12 C.F.R. Part 364, App. B (Interagency Guidelines Establishing Information Security Standards), as updated from time to time.

7. CONFIDENTIALITY

The Parties anticipate that each Party may disclose confidential information to the other Party. The Parties therefore desire to establish terms governing the use and protection of certain information disclosed by one Party ("Owner") to the other Party ("Recipient"). Confidential Information of a Party shall at all times be the Owner's property, and Owner retains all worldwide right, title and interest in and to its Confidential Information and all of its intellectual property rights.

"Confidential Information" means (i) the terms and conditions of this Agreement, (ii) non-public aspects of Paymerang's website and the operation thereof, Paymerang's technology, Paymerang's software and network, the Services, and Paymerang's business and technical information and data, (iii) Client data, and non-public aspects of Client's technology, computer programs, and business and technical information and data, and (iv) any information that either is disclosed in tangible form and marked confidential, or, if initially disclosed orally or visually, is identified as

confidential at the time of disclosure or that by the nature of the circumstances surrounding such disclosure or receipt, or by the nature of the information itself would be treated as proprietary or confidential by a reasonable person.

"Confidential Information" shall not include information that: (i) is already in the possession or control of Recipient at the time of its disclosure; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by Recipient without access to the Confidential Information as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner.

Recipient may use Confidential Information of Owner only for the purposes of this Agreement, and may disclose such Confidential Information to third parties only as may be reasonably required to perform Recipient's obligations under this Agreement. Prior to such disclosure, Recipient shall obtain the written consent of Owner; provided, however, (i) Recipient shall not be required to obtain Owner's consent to disclose such Confidential Information or the terms of this Agreement to a court or other governmental or regulatory body pursuant to a lawful order, subpoena, or document request so long as Recipient: (a) provides prior notice to Owner of any such obligation to disclose if legally permitted to do so, and in any event as soon as reasonably practicable; (b) provides Owner, at Owner's sole cost and expense, a reasonable opportunity to interpose an objection or obtain a protective order protecting the confidentiality of the Confidential Information and requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued; and (c) cooperates with the efforts of Owner under (b), as reasonably requested by Owner;

Additionally, Paymerang shall not be required to obtain Client's consent to disclose such Confidential Information or the terms of this Agreement to (a) its banking partner or any other financial institution Paymerang transacts business with for the purposes of performing Paymerang's obligations under this Agreement and provided such financial institution is subject to confidentiality obligations at least as stringent as those applicable to Paymerang hereunder; or (b) to any potential purchaser of Paymerang or its assets, provided that Paymerang requires the potential purchaser to enter an undertaking that subjects it to confidentiality obligations that are as stringent as those applicable to Paymerang hereunder.

Recipient shall protect Confidential Information from unauthorized disclosure to others, using the same degree of care which it uses to maintain the secrecy of its own Confidential Information and in any event not less than reasonable care; provided that Paymerang will protect the confidentiality of Client Confidential Information in accordance with the Section titled "Security" above.

Upon termination or expiration of this Agreement or at any time upon Owner's request, Recipient shall return or destroy all Owner's Confidential Information in its possession or control and, upon completion, certify in writing to such return or destruction, subject to the right of Recipient to

maintain one copy of such information for archival purposes upon approval from Owner, or as required by law or by industry regulations.

Further, without limiting the generality of the foregoing sentence and notwithstanding anything contained herein to the contrary, Paymerang shall have the right to use the data transmitted to Paymerang, including Confidential Information, in the course of providing any Services under the Agreement and/or SOW for: (i) analyzing or improving Paymerang's services (including analyzing Client or user behavior and market trends) or using other general business purposes (including for training and development); (ii) preparing and furnishing analyses and other internal and external reports (including to existing or prospective Clients of Paymerang) of aggregated, anonymized information (any necessary aggregation and de-identification of Confidential Information shall be conducted in accordance with commercially reasonable industry standards); (iii) providing other products or services including those involving data analytics to Client or other customers or third-parties, except that Confidential Information utilized in such products or services will only be disclosed or provided in aggregated, anonymized form; and (iv) the purpose of complying with applicable law, including as may be required or requested by any judicial process or governmental authority, or Paymerang's applicable policies, procedures or practices. Client consents to Paymerang's use of and assigns to Paymerang all rights, title and/or interest to any anonymized and/or aggregated data, which may include Client's Confidential Information on an anonymized basis, for purposes described herein.

The terms of this Section shall survive the expiration or termination of this Agreement.

- (i) **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 Client, 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 Client whether or not the same are available to the public. It is further understood that Client, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that Client, its officers and employees shall have no liability or obligations to Paymerang for the disclosure to the public, or to any person or persons, of any data, or a part thereof, or other items or data furnished to Ellis County by Service Provider in reliance on any advice, decision or opinion of the Attorney General of the State of Texas. Client will promptly notify Paymerang if there is a Open records request that may implicate its interest, and Paymerang may also have the right to rely on the advice, decisions, and opinions of the Attorney General and may file any documents or protest that it deems appropriate.

8. PROPRIETARY RIGHTS

Ownership of any and all intellectual property of Paymerang, including the Paymerang software and network, the "Paymerang" trade name, all logos associated with the Services, and any formula, pattern, compilation, program, device, method, technique, or process of Paymerang (collectively, "Paymerang Property"), shall remain exclusively vested in and be the sole and exclusive property of Paymerang. No right or license is granted to Client to use the Paymerang Property, and Client agrees not to use the Paymerang Property during the term of this Agreement or after the expiration or earlier termination of this Agreement. From time to time, Paymerang may solicit feedback and ideas from Client in order to improve the Paymerang Services or software. Client hereby transfers and assigns to Paymerang any right Client may have to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information developed or generated by Client personnel that directly relate to the Services or the Paymerang software and network. All rights not expressly granted by Paymerang to Client under this Agreement are reserved.

9. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be construed to create or constitute any employment, agency, partnership, franchise, respondeat superior, or joint venture arrangement by and between the Parties, and neither Party has the power or authority, express or implied, to obligate or bind the other. This Agreement is not intended to create any right, cause of action, or remedy of any nature whatsoever in any third party as a beneficiary or otherwise.

10. HARMLESS

Paymerang and Client agree to hold the other Party, and its affiliates, directors, officers, employees and agents harmless from and against any and all third party claims, demands, damages, costs, expenses (including including their own attorneys' fees), losses and liabilities incurred which directly arise out of or relate to (i) the other Party's breach of any material term of this Agreement; or (ii) any act or omission constituting gross negligence or willful misconduct of the other Party or the other Party's affiliated entities, directors, officers, employees, or agents.

11. ASSIGNMENT

This Agreement including any SOW may not be assigned or transferred by either Party without the prior written consent of the other Party, which permission shall not be unreasonably withheld. Any attempted assignment without such consent will be void. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement, in whole but not in part, without the other Party's permission, in connection with any merger, consolidation, sale of all or substantially all of the assigning Party's assets, or any other similar transaction, including assignment by law; provided, that the assignee: (a) provides prompt written notice of such assignment to the non-assigning Party; and (b) agrees to be

bound by the terms and conditions of this Agreement. This Agreement is binding on the Parties and their respective successors and permitted assigns.

12. ENTIRE AGREEMENT

This Agreement and any SOWs and Exhibits hereto constitute the complete agreement between the Parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

13. SEVERABILITY

In the event that any provision, or any portion thereof, of this Agreement and any SOWs or Exhibits are determined by competent judicial, legislative, or administrative authority to be prohibited by law, such provision or portion thereof shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of the Agreement.

14. WAIVER

No delay in enforcement or extension of time or failure to exercise any right hereunder will be deemed to be a waiver of any right by any Party. No waiver of any earlier breach shall be construed as a waiver of a later breach. No waiver shall be effective unless the waiving Party approves such waiver in writing.

15. AMENDMENTS

This Agreement (including all SOWs and Exhibits) shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except by a separate written agreement duly executed by the Parties to this Agreement.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Texas without regard to its conflicts of law principles. Each Party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the Texas or of the United States District Courts located in or having jurisdiction over Ellis County, Texas in any lawsuit, claim, or other proceeding arising out of or relating to this Agreement. Each Party irrevocably waives any objection to the laying of venue in such courts and further agrees not to plead that any such lawsuit, claim, or other proceeding brought in any such court has been brought in an inconvenient forum.

17. ATTORNEY'S FEES

If any Party commences legal proceedings for any relief against another Party arising out of or relating to this Agreement, each party agrees to pay their own attorneys fees and that the other party is not liable for the expense..

18. INTERPRETATION; COUNTERPARTS

This Agreement is the result of negotiations between the Parties and is being signed after consultation by the Parties with their respective advisors and legal counsel. This Agreement will not be construed in favor or against any Party by reason of the extent to which any Party participated in the preparation of this Agreement. This Agreement may be executed by digital or Facsimile copy and in any number of counterparts, which shall be deemed the same as an original, and all of which taken together will constitute one single agreement between the Parties.

19. DISCLAIMER/LIMITATIONS

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, AND TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY (I) PUNITIVE, INDIRECT, INCIDENTAL, TREBLE, CONSEQUENTIAL, OR STATUTORY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (II) LOSS OF SAVINGS, PROFIT, DATA, USE, OR GOODWILL; (III) BUSINESS INTERRUPTION; (IV) COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; OR (V) PERSONAL INJURY OR DEATH, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT CONSISTENT WITH APPLICABLE LAW, PAYMERANG DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, INCLUDING THOSE ARISING BY LAW, AND WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

20. FORCE MAJEURE

If either Party hereto shall be delayed in or prevented from the performance of any of its obligations under the Agreement due to a Force Majeure Event, then performance of such obligation shall be excused for the period of the delay and the period for the performance of any such obligation shall be extended for a period equivalent to the period of such delay; provided, however, that such Party has implemented and maintained procedures reasonably designed to avoid and mitigate the results of Force Majeure Events. "Force Majeure Event" as used hereunder shall mean a notifiable disease, fire, terrorist act, natural calamity, war, mass rioting, act or order of government, labor dispute or other event beyond said Party's reasonable control which causes a delay or failure in regard to a Party's performance hereunder. "Force Majeure Event" shall not include financial inability unless caused by a

Force Majeure Event. If a Party shall be delayed or prevented from performing its obligations hereunder due to a Force Majeure Event, it may exercise its rights hereunder upon written notice to the other Party. Should a Force Majeure Event last for more than sixty (60) days, the other Party may elect, upon notice, to terminate this Agreement immediately.

21. NOTICES

All notices, requests, demands, waivers and other communications required or permitted hereunder must be in writing and shall be deemed to have been duly given when: (a) delivered by hand with a signed acknowledgement of receipt or confirmed facsimile transmission; (b) when delivered by electronic mail, twenty-four (24) hours after the time and date the electronic mail was sent; (c) one (1) day after delivery by overnight delivery as evidenced by a delivery receipt; or (d) three (3) days after being mailed by commercial courier service, certified or registered mail, return receipt requested, with postage prepaid to the Party at the address and to the person designated below, as may be changed from time to time with written Notice to the other party:

If to PAYMERANG, LLC:

Legal Department
7401 Beaufont Springs Drive, Ste 300
Richmond, VA 23225
Email: legal@paymerang.com

If to ELLIS COUNTY TEXAS:

Name: _____
Title: _____
Address: _____
City, State, Zip: _____
Email: _____

With a copy to:
Ibrahim A. Moiz, General Counsel
Email: imoiz@paymerang.com

[SIGNATURE PAGE TO FOLLOW

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Parties as evidence of their intent to be bound to the terms of this Agreement, hereby voluntarily affix their signatures below.

Agreed to:

PAYMERANG, LLC

By: _____

Printed: Nasser Chanda

Title: Chief Executive Officer

Date: _____

Agreed to:

ELLIS COUNTY TEXAS

By: _____

Printed: _____

Title: _____

Date: _____

EIN: _____ 75-6000935

Beneficial Ownership Contact Email:

[END OF SIGNATURES]

**Exhibit A (Vendor Payment Services)
Statement of Work**

This Statement of Work ("SOW") is effective as of the date of execution by Client (the "Effective Date"), by and between Paymerang, LLC ("Paymerang") and Ellis County Texas ("Client") pursuant to and governed by the Master Services Agreement ("Agreement") entered into between the aforementioned Parties, on the date of execution by Client, and is hereby made an exhibit thereof by reference herein. Any conflict or inconsistency between the provisions of the Agreement and this SOW shall be resolved by giving precedence first to the Agreement and then to the SOW. This SOW shall be non-binding and of no legal effect until signed by the duly authorized representatives of both Parties. Capitalized terms not otherwise defined in this SOW shall have the respective meanings given to them in the Agreement.

- A. WHEREAS, Paymerang (a third-party payment processor) is in the business of providing electronic payment processing services.
- B. WHEREAS, Client desires to engage Paymerang to provide Client with electronic payment processing services, and other technology under the terms and conditions of this SOW.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1.0 SERVICES PROVIDED

Paymerang will provide for Client the vendor payment services ("Vendor Payment Services") described in Exhibit A-1 of this SOW attached hereto. All changes to the Vendor Payment Services as described in this SOW, including in Exhibit A-1 of the SOW or any additional or special work provided to or for Client, must be priced separately and approved by both Parties in writing in advance. This SOW will automatically terminate in the event Client does not use and Paymerang does not provide the Vendor Payment Services for a period of twenty-four (24) months, such termination to be effective on the first business day after the expiration of such twenty-four (24) month period.

Either Party may terminate this SOW for any reason by providing ninety (90) days written notice to the other Party specifying the termination date of not less than ninety (90) days from the date of the notice.

However, either Party may terminate this SOW immediately upon: (1) a breach by the other Party of any material term of this SOW that is not cured within thirty (30) days after delivery to the defaulting Party of a reasonably detailed written notice explaining the default; (2) the initiation of insolvency or bankruptcy proceedings of the other Party; (3) the unauthorized assignment or transfer by the other Party of any of the obligations imposed hereunder; (4) receipt of a notice from any regulatory or governmental body or official that this SOW is unlawful; or (5) the issuance

of a regulatory agency formal cease and desist mandate that is not cured within sixty (60) days. The termination of this SOW shall not be deemed a termination of any other SOW or the MSA.

2.0 PAYMENT FOR VENDOR PAYMENT SERVICES

Paymerang and Client agree that Exhibit A-2 of this SOW attached hereto sets forth the Cash Rebate Rates that Client will earn and the fees payable by Client to Paymerang. Within sixty (60) days after the end of each given calendar quarter, Paymerang shall provide Client a reasonably detailed statement ("Quarterly Statement") showing the rebates earned by Client during such quarter ("Client Rebates") and the fees accrued and payable to Paymerang during such quarter ("Paymerang Fees").

If the Client Rebates exceed the Paymerang Fees, Paymerang shall pay the difference to Client promptly upon the delivery of the Quarterly Statement. If the Paymerang Fees exceed the Client Rebates (the "Amount Owed"), Paymerang shall invoice the Client upon delivery of the Quarterly Statement. Any such invoices shall be paid via check or wire or ACH net 30 days from the date of receipt of the invoice. Overdue balances shall accrue interest at a rate of one and one half percent (1.5%) per month. In the event of a breach or default under this SOW which is not cured within the applicable cure period if any, Client shall be liable for any other sums due Paymerang, including Paymerang's reasonable attorneys' fees, costs and expenses incurred in collecting any sums due or enforcing its rights under this SOW regardless of whether any suit or action is filed. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid timely as provided herein. Paymerang reserves the right to suspend the Vendor Payment Services if an account becomes past due and will not resume the Vendor Payment Services until the account is brought current and paid in full.

3.0 RELIANCE ON CLIENT INSTRUCTIONS

Client shall provide to Paymerang instructions in writing or by data file ("Instructions") as to which vendors Paymerang is authorized to pay on behalf of Client. Paymerang will rely on such Instructions until otherwise notified in writing.

Client is solely responsible for the content, timeliness and accuracy of all data input, sent to and then subsequently processed by Paymerang. Paymerang is not responsible for Client errors or any liabilities, losses, or damages that result from inaccurate, incomplete or incorrect Client Instructions, or for Instructions Paymerang cannot follow or complete in the ordinary and lawful performance of its obligations. Client shall notify Paymerang in writing of any payment issues within six (6) months of the date of the payment processed date ("Grace Period"). Paymerang shall have no responsibility for payments made on behalf of the Client if notified after the Grace Period.

In addition to any other indemnity and Client obligations, Client shall indemnify, defend and hold harmless Paymerang, its affiliates, directors, officers, employees and agents from and against any

such claims liabilities, losses, or damages arising out of such errors, inaccuracies or incomplete Instructions.

Paymerang will process Client's work according to Client's Instructions and shall be responsible for correcting errors which are caused by Paymerang's equipment, or employees in the course of their work. Paymerang will only be responsible for any reasonable late payment fees assessed against Client resulting from errors or omissions committed solely by Paymerang while making payments on Client's behalf, up to a maximum of \$1,000.00 per occurrence. Notwithstanding the above, any Client request for an expedited payment resulting in late fees caused by any Party or third party like the postal service or any courier shall be borne by Client and not Paymerang.

Client will not use the Paymerang Vendor Payment Services for payments including insurance claims, payroll, benefits, retirement pay, or any payment which may require the handling of social security numbers. Client affirms that it will not use the Paymerang Services for any payments which require compliance of HIPAA, STARK, or any other federal or state mandated privacy programs.

4.0 CARD PAYMENT EXCLUSIVITY; PROCESSING CRITERIA

a) AP Invoice Exclusivity:

Paymerang will invest a significant amount of resources, time, and effort to research Client's vendors, provide technical support, and establish Client's electronic payment and/or check printing. In consideration of such investment by Paymerang, and for other good and valuable consideration received, Client agrees not to use or process vendor invoice payments with any other payment processing service provider during the term of this SOW. Notwithstanding the foregoing restrictions, Client may use purchasing cards or P-Cards for up-front payments on purchases and for occasional invoice payments.

b) Card Payment Processing Criteria:

Paymerang's software uses "smart" technology that considers vendor card acceptance, the amount of payment, convenience fees, surcharges, and cash rebates earned to determine whether a payment is processed as a virtual card. Once a vendor has agreed to accept the "card" method of payment, (i) Client shall not authorize such vendor to cease accepting payments using "card" payment method and (ii) will refer such vendor to Paymerang for purposes of considering another method of payment. If Client has a prior agreement with vendor to pay with a method other than "card", Paymerang will honor those special instructions contingent upon Client notifying Paymerang prior to adding the vendor to the Paymerang solution or providing written evidence that an agreement exists.

5.0 FUNDING AND PROCESSING OF PAYMENTS

Client Funding may occur either by wire transfer, by drawdown wire transfer or by any other method approved by Paymerang ("Client Funding").

a) Wire Funding

Client will deposit funds from its bank account by wire transfer directly into a deposit account at a financial institution as directed by Paymerang ("Funding Account") in an amount necessary to fund all payments that will be processed and cleared for settlement in accordance with Client instructions. The Funding Account will be owned by such financial institution used by Paymerang "for the benefit of" Paymerang's Clients ("Issuer"). Paymerang will also maintain card, ACH, and check settlement accounts ("Settlement Accounts"), that will be owned by Issuer "for the benefit of" Paymerang's Clients. Funds deposited into the Funding and Settlement Accounts may be comingled with other clients' payment funds and Client shall not receive interest on any funds held in any such Funding or Settlement Accounts until Client's payments are processed and settled according to Client's Instructions. Client shall maintain an undivided ownership interest, and Paymerang has no ownership interest, in Client's funds deposited in the Funding and Settlement Accounts until Client's payments are processed and settled according to Client's Instructions. If Client elects to fund by drawdown wire transfer, Client will ensure that such amount is approved with its bank and that sufficient funds are instantly available in the account for Paymerang to initiate the drawdown wire.

Payments issued by Paymerang that are not negotiated by the payee thereof are considered stale ninety (90) days after the date they are issued and will be refunded promptly to Client, with Paymerang having no further responsibility for the payment of such amount to the payee. Paymerang shall under no circumstances be required to use its own funds or assets to pay any vendors of Client, and nothing in this SOW shall be interpreted to require any such action or impose any such obligation upon Paymerang.

b) Other Funding Methods

If Paymerang approves an alternative method of Client Funding the Client Administrator shall provide the information necessary to complete the implementation process of Vendor Payment Services.

6.0 APPLICABLE STANDARDS

Paymerang and Client represent and warrant that the performance of their obligations and the provisions and use of Vendor Payment Services hereunder will comply with standards associated with NACHA (or ACH Rules), Office of Foreign Assets Control (OFAC), Payment Card Industry Data Security Standard (PCI DSS), and Article 4A of the Uniform Commercial Code. Paymerang and Client warrant that they will comply with, and not violate the laws, rules and regulations of the United States of America, as applicable in the performance of this SOW. Paymerang shall have the right to suspend or terminate execution of any payment instructions immediately upon receiving notice of any breach by Client of this SOW or the applicable standards, laws, rules or regulations.

7.0 DISCLAIMER/LIMITATIONS

The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

PAYMERANG'S TOTAL AGGREGATE LIABILITY UNDER OR RELATED TO THIS SOW, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES FOR ACTUAL LOSSES INCURRED BY CLIENT, BUT UNDER NO CIRCUMSTANCES SHALL SUCH DAMAGES EXCEED THE TOTAL AMOUNT OF PAYMERANG FEES RECEIVED BY PAYMERANG FOR THE VENDOR PAYMENT SERVICES DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS FROM THE DATE OF THE OCCURRENCE GIVING RISE TO THE CLAIM OR \$25,000, WHICHEVER IS GREATER. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS SOW WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

8.0 CLIENT ADMINISTRATOR

Client shall designate a Client Administrator(s) who can add, delete, or change user permissions in the Paymerang solution. The Client Administrator(s) shall also provide information necessary to complete the implementation of and performance of the Vendor Payment Services. Paymerang is authorized to rely on any information or directions received from the Client Administrator(s) and any users authorized by such Client Administrator(s).

[SIGNATURE PAGE TO FOLLOW]

The Parties as evidence of their intent to be bound to the terms of this SOW, hereby voluntarily affix their signatures below.

Agreed to:

Agreed to:

PAYMERANG, LLC

ELLIS COUNTY TEXAS

By: _____

By: _____

Printed: Nasser Chanda

Printed: _____

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

EIN: 75-6000935

[END OF SIGNATURES]

EXHIBIT A-1
PAYMERANG AND CLIENT OBLIGATIONS

Paymerang Obligations:

- a) One time set up and data mapping as part of implementation fee.
- b) Processing, settlement, and reconciliation of payments to Paymerang approved payees.
- c) Processing, settlement, and delivery of payment details for all vendor payments:
 - i) ACH payments post to vendor bank account next business day after processing.
 - ii) Checks printed and mailed within one (1) business day of processing.
 - iii) Virtual Visa cards loaded on day processed and delivery initiated within three (3) business days.
- d) 24x7 access to the Paymerang payments solution except during software maintenance periods.
- e) In the event of service disruption for more than 24 hours Paymerang will make every attempt to contact Client about the outage. Paymerang will provide expected service resolution time and notify Client once system is restored.
- f) Client support between the hours of 9:00AM and 5:00PM Eastern Time, Monday through Friday, with the exception of Federal Reserve Bank Holidays.
- g) Commercially reasonable efforts to promptly refund stale dated check and unused card funds.

Client Obligations:

- a) Assign an administrator and manage users on the Paymerang solution.
- b) For same day payment processing, submit batches and wire funding at least one (1) hour prior to Paymerang's final scheduled processing time of 3:30PM Eastern time. The scheduled processing time may vary around holidays.
- c) Provide sufficient remittance information for payment(s) to be accepted by supplier.
- d) Client agrees to use our support email address support@paymerang.com whenever possible to resolve payment inquiries, payment import issues, and business address changes.

EXHIBIT A-2

ELLIS COUNTY TEXAS

Cash Rebate Rates	60 basis points per every card dollar settled
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Paymerang Fees	Price
Implementation Fee	\$5,000 – Waived if 1st batch is processed within 30 days of kickoff call
ACH Processed	\$0.00 each, includes enrollment/remittance
Card Processed	\$0.00 each
Checks Processed	\$0.00 each, includes postage
Stop Payment	\$20 each
Expedited Payment	\$100 each
Software as a Service Fee	\$500 per month

**Exhibit B (Invoice Automation Services)
Statement of Work**

This Statement of Work ("SOW") is effective as of the date of execution by Client ("Effective Date"), by and between Paymerang, LLC ("Paymerang") and Ellis County Texas ("Client") pursuant to and governed by the Master Services Agreement ("Agreement") entered into between the aforementioned Parties, on the date of execution by Client, and is hereby made an exhibit thereof by reference herein. Any conflict or inconsistency between the provisions of the Agreement and this SOW shall be resolved by giving precedence first to the Agreement and then to the SOW. This SOW shall be non-binding and of no legal effect until signed by the duly authorized representatives of both Parties. Capitalized terms not otherwise defined in this SOW shall have the respective meanings given to them in the Agreement.

- A. WHEREAS, Paymerang is in the business of providing invoice automation services.
- B. WHEREAS, Client desires to engage Paymerang to provide Client with invoice automation services, and other technology under the terms and conditions of this SOW.

NOW, THEREFORE, the Parties agree as follows:

1.0 INVOICE AUTOMATION SERVICES PROVIDED

Paymerang will provide for Client invoice automation services ("Invoice Services") described in Section 4 and Exhibit B-1 attached hereto and subject to all Client responsibilities and obligations. All changes to the Invoice Services as described in this SOW, including in Exhibit B-1 or any additional or special work provided to or for Client, must be priced separately and approved by both Parties in writing in advance. This SOW will automatically terminate in the event Client does not use and Paymerang does not provide the Invoice Services for a period of twenty-four (24) months, such termination to be effective on the first business day after the expiration of such twenty-four (24) month period.

1.1 Either Party may terminate this SOW for any reason by providing ninety (90) days written notice to the other Party specifying the termination date of not less than ninety (90) days from the date of the notice.

However, either Party may terminate this SOW immediately upon: (1) a breach by the other Party of any material term of this SOW that is not cured within thirty (30) days after delivery to the defaulting Party of a reasonably detailed written notice explaining the default; (2) the initiation of insolvency or bankruptcy proceedings of the other Party; (3) the unauthorized assignment or transfer by the other Party of any of the obligations imposed hereunder; (4) receipt of a notice from any regulatory or governmental body or official that this SOW is unlawful; or (5) the issuance of a regulatory agency formal cease and desist mandate that is not cured within sixty (60) days. The termination of this SOW shall not be deemed a termination of any other SOW or the MSA.

2.0 DEFINITIONS

- 2.1 **"Client Data"** means any data, information, content, records, and files that Client (or any of its Users) loads, receives through, transmits to, enters into or otherwise provides or gives access to in relation to the Invoice Services.
- 2.2 **"Personal Information"** means information about an identifiable individual.
- 2.3 **"Successfully Implemented"** means Client users can capture invoices and data into their systems using Paymerang's Invoice Automation solution. Additional feature requests that do not prevent successful ingestion of the invoice may be considered for development at Paymerang's discretion and may require an additional SOW and may be subject to an additional cost. Implementations and integrations will be scheduled once the contract is executed, and implementation fees have been paid in full.
- 2.4 **"User"** means Client and all persons who are employees, agents, gain access through or are authorized users of Client, and who have access to and use of the Invoice Services solution (and collectively are referred to as "Users").

3.0 RELIANCE ON CLIENT APPROVALS

Paymerang's Invoice Services capture data from Client's invoices and Client's accounting software and displays that information for Client whose obligation it is to determine the legitimacy and accuracy of that data capture. Paymerang's Invoice Services workflow provides multiple points of review and approval of all data captured and displayed. Client is responsible for posting that information into Client's accounting software and systems. Client is solely responsible for the content, timeliness and accuracy of all data input, captured and displayed by Paymerang's Invoice Services. Paymerang is not responsible for Client errors or any liabilities, losses, or damages that result from inaccurate, incomplete or incorrect Client review and approval. In addition to any other indemnity and Client obligations, Client shall indemnify, defend and hold harmless Paymerang, its affiliates, directors, officers, employees and agents from and against any such claims liabilities, losses, or damages arising out of such errors inaccuracies or incomplete instructions.

4.0 INVOICE SERVICES

- 4.1 **Invoice Services.** Subject to Client's compliance with the terms and conditions of this SOW, Paymerang will provide the Invoice Services available to Client on the terms and conditions set out in this SOW. Client is responsible for identifying and authenticating all Users and for Users' compliance with this SOW. Access to the Invoice Services will be granted either through a Client provided authorization token as provided by Client's Single Sign On service and reviewed against Client's provided list of authorized users and their permission levels, or through Client requesting Paymerang to set-up users with Client specified permission levels. Client is responsible for immediately notifying Paymerang of any Users requiring changes to permission levels or whose access needs to be modified or terminated.

4.2 Paymerang Service Offering. Paymerang provides invoice automation with workflow and data capture as part of the Invoice Services. The Invoice Services may be changed from time to time; provided that Paymerang shall provide at least 60 days prior notice if such changes materially decrease the service functionality or features provided to Client. The breadth and level of these services can and may vary depending on which accounting software the Client uses. All data and image files are retained by Paymerang for a period of seven (7) years from the date received by Paymerang.

4.3 Workflow. Paymerang will receive invoices provided by Client for purposes of capturing data from those invoices and displaying it for Client review and approval. Only invoices received from the designated and agreed upon (in writing) Client email addresses will be accepted by Paymerang. Client is solely responsible for sending legitimate and accurate invoices to Paymerang. Paymerang will capture the data from invoices received and display it for review. Client will be solely responsible for all review of the invoice data for accuracy, completeness and address any needed edits or revisions to the data captured before approving.

Once reviewed and approved by Client, invoice data will be routed to an additional Client designated approver(s) within Client's organization who is responsible for determining the legitimacy and accuracy of that invoice and approving it for payment within the Paymerang invoice automation solution. Approved invoices will then be routed to a Client designated employee with responsibility for the final review on behalf of Client before posting that invoice into Client's accounting software and system. The invoice will then be designated within Client's accounting software as approved and ready for payment.

Client shall be responsible for immediately notifying Paymerang of any late payment or delinquency notices for an invoice submitted in the Paymerang solution, and client shall independently take all steps necessary to mitigate its losses related to any overdue, delinquent or non-payment issues related to any invoice. Client is solely responsible for the content, timeliness and accuracy of all data input, sent to and then subsequently processed by Paymerang. Paymerang is not responsible for Client errors or any liabilities, losses, or damages that result from inaccurate, incomplete or incorrect Client Data, directions or instructions. In addition to any other indemnification obligations, Client shall indemnify, defend and hold harmless Paymerang, its affiliates, directors, officers, employees and agents from and against any such claims liabilities, losses, or damages arising out of such errors, inaccuracies or incomplete data, directions or instructions.

4.4 Restrictions on Use. Client acknowledges and agrees that it is responsible for the compliance by all Users with this SOW, any guidelines and policies published by Paymerang from time to time and the activities of all Users on the Invoice Services solution. Without limiting the generality of any of the foregoing, except as otherwise provided for in this SOW, Client must not itself, and will not enable or permit Users or others to: (i) sub-license, sell, rent, lend, lease or distribute the Invoice Services or any intellectual property rights therein or otherwise make the Invoice Services

available to others (ii) use the Invoice Services to permit timesharing, service bureau use or commercially exploit the Invoice Services; (iii) use or access the Invoice Services in violation of any applicable law or intellectual property right, in a manner that threatens the security or functionality of the Invoice Services, or for any purpose or in any manner not expressly permitted in this SOW; (iv) use the Invoice Services to create, collect, transmit, store, use or process any Client Data: (A) that contains any worms, malicious code, or any software intended to damage or alter a computer system or data; (B) that Client does not have the lawful right to create, collect, transmit, store, use or process; (C) that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity); (v) modify the Invoice Services; (vi) reverse engineer, de-compile or disassemble the Invoice Services; (vii) remove or obscure any proprietary notices or labels on the Invoice Services, including brand, copyright, trademark and patent or patent pending notices; (viii) access or use the Invoice Services for the purpose of building a similar or competitive product or service; or (ix) perform any vulnerability, penetration or similar testing of the Invoice Services.

4.5 Suspension of Access; Scheduled Downtime; Modifications. Paymerang may, at its discretion: suspend Client's access to or use of the Invoice Services or any component thereof, including: (A) for scheduled maintenance; (B) if Client or any User violates any material provision of this SOW; (C) to address any emergency security concerns. Paymerang strives to maintain availability uptime in accordance with industry standards; however, planned maintenance windows will be between 8:30 PM EST - 5:00 AM EST (not to exceed more than ten (10) hours per month) as allowed under the circumstances and shall not be considered downtime. (iii) Paymerang may modify the Invoice Services provided that it shall provide at least 60 days prior notice if such changes materially decrease the service functionality or features provided to Client.

4.6 Client Systems and Services. The Invoice Services are a browser based application which relies on additional code that directly interfaces with Client's accounting software with publisher's permission. To access the Invoice Services, Client is responsible for using only Paymerang approved browsers that are properly and timely updated with all software and security updates as sent by the browser's publisher. Client will provide Paymerang with as much advance notice as possible, but in no event less than sixty (60) days' advance notice, of any change in or modification to Client's, or any Client vendor's, software, systems or services to allow Paymerang sufficient time to determine the impacts if any on the delivery, performance or use of the Invoice Services. For example, Client shall notify Paymerang under this section if Client alters or changes accounting software packages or service providers, or if Client's accounting software is going to be updated, replaced or modified. In the event of any such changes or modifications, or conversion of software or systems, Paymerang may charge client additional implementation fees and costs. Notwithstanding the foregoing, in the event of any such changes or modifications which negatively impact Paymerang's ability to continue to perform under this SOW in its sole and absolute discretion, Paymerang shall have the right to immediately terminate this SOW.

Client further acknowledges and agrees that updates and other changes, conversions or modifications to Client's accounting software or systems are out of the control of Paymerang, and may temporarily or permanently sever Paymerang's ability to interface with Client's software and systems, or may disrupt or break the Invoice Services. Paymerang shall not be held liable or responsible for any claims, causes or damages arising out of or resulting from such instances, including delay or the inability to perform Invoice Services as a result thereof, or which are in anyway connected to Client's software or systems.

5.0 PRIVACY

Client agrees (on Client's behalf and on behalf of each User) to Paymerang's access, use, collection, storage and disclosure of Client's and each User's information for the purposes authorized under this SOW. Client understands that such information will be treated in accordance with Paymerang's privacy policy located at <https://www.paymerang.com/privacy-notice/> (the "Privacy Policy"). Client will immediately notify Paymerang of any actual or suspected unauthorized access or use of the Invoice Services. Paymerang reserves the right to suspend, or deactivate the Invoice Services if it reasonably determines that the Invoice Services are being used for an unauthorized or unlawful purpose.

6.0 PAYMENT FOR SERVICES

Client will pay to Paymerang the fees and charges set forth in Exhibit B-2 and will comply with applicable payment terms set out herein and in any invoice or billing statements. The Implementation Fee will be invoiced upon mutual execution of this SOW, and is non-refundable except in any instance where Client is not successfully implemented due to Paymerang's inability to map Client's data, and Connect client's systems, to the Invoice Automation solution.

Usage of the Invoice Automation solution is billed on a 'per invoice' fee. If the total fees for the invoices processed during the month do not meet the Monthly Minimum amount stated in Exhibit B-2, then the Monthly Minimum amount will be billed to the Client. The Monthly Minimum threshold will be applied in the first full calendar month after the Client processes its first invoice using Paymerang's Invoice Automation Services.

All fees and charges are subject to applicable taxes, and Client specifically acknowledges and agrees to pay all fees and charges arising out of the Invoice Services, including any sales, use, gross receipts, value added, personal property or other applicable taxes, assessments and charges upon the billing terms of Paymerang or as otherwise required by law. Paymerang shall invoice Client on quarterly basis for fees incurred in connection with performing the Invoice Services. Any such invoices shall be paid via check or wire or ACH net 30 days from the date of the invoice. Overdue balances shall accrue interest at a rate of one and one half percent (1.5%) per month. In the event of a breach or default under this SOW which is not cured within the applicable cure period if any, Client shall be liable for any other sums due Paymerang, including Paymerang's reasonable attorneys' fees, costs and expenses incurred in collecting any sums due or enforcing its rights under this SOW regardless of whether any suit or action is filed. In the event of any dispute with regard to a portion of an invoice, the undisputed

portion shall be paid timely as provided herein. Paymerang reserves the right to suspend the Invoice Services if an account becomes past due and will not resume the Invoice Services until the account is brought current and paid in full.

7.0 WARRANTY; DISCLAIMER; INDEMNITY

7.1 Client Warranty.

Client shall be responsible for all Personal Information related to the Invoice Services and obtaining and providing all notices and disclosures (including to each User), third party consents, permissions and authority as required by applicable laws, to enable Paymerang to provide the Invoice Services, including with respect to the collection, storage, access, use, disclosure and transmission of Personal Information, including by or to Paymerang and to or from all applicable third parties.

7.0 Notwithstanding the foregoing paragraph of this SOW, Client represents, warrants and covenants that Client Data does not and will not include, and Client has not and shall not transmit to Paymerang's computers, applications or systems, any protected Personal Information, personally identifiable information, or protected health information (collectively, "PII") excluding only the name and contact information of individuals as needed for Client's use of, and Paymerang's performance of the Invoice Services (e.g., name and address of invoice sender, or name and email address of authorized users of the Services). Client shall have the obligation to take the measures and safeguards necessary to ensure that no PII is provided or submitted to Paymerang. Client agrees that Paymerang shall have no liability for any failure to manage or protect such PII, and shall indemnify and hold Paymerang harmless for any and all third party claims or causes asserted or brought against Paymerang relating to PII provided or transmitted to Paymerang by Client, in addition to any other indemnity and Client obligations.

7.2 Paymerang Warranty.

Paymerang warrants and covenants that it will use industry-standard anti-virus tools to scan Paymerang's system for computer viruses during the term of this SOW.

7.0 **8.0 GENERAL DISCLAIMER. PAYMERANG DOES NOT WARRANT THAT THE INVOICE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE INVOICE SERVICES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SOW, THE INVOICE SERVICES (OR ANY PART THEREOF), AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY PAYMERANG TO CLIENT ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE EXTENT PERMITTED BY APPLICABLE LAW, PAYMERANG HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, COMPATIBILITY, TITLE, NONINFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING**

THE GENERALITY OF ANY OF THE FOREGOING, PAYMERANG EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CLIENT IN CONNECTION WITH CLIENT'S USE OF THE INVOICE SERVICES (OR ANY PART THEREOF) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CLIENT FOR ANY PURPOSE WHATSOEVER. PAYMERANG DOES NOT GIVE ANY GUARANTEE FOR ACCURACY OF COLLECTED DATA.

9.0 LIMITATION OF LIABILITES

The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

PAYMERANG'S TOTAL AGGREGATE LIABILITY UNDER OR RELATED TO THIS SOW, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES FOR ACTUAL LOSSES INCURRED BY CLIENT, BUT UNDER NO CIRCUMSTANCES SHALL SUCH DAMAGES EXCEED THE TOTAL AMOUNT OF FEES AND CHARGES RECEIVED BY PAYMERANG FOR THE INVOICE SERVICES DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS FROM THE DATE OF THE OCCURRENCE GIVING RISE TO THE CLAIM. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS SOW WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

[SIGNATURE PAGE TO FOLLOW

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Parties as evidence of their intent to be bound to the terms of this SOW, hereby voluntarily affix their signatures below.

Agreed to:

Agreed to:

PAYMERANG, LLC

ELLIS COUNTY TEXAS

By: _____

By: _____

Printed: Nasser Chanda

Printed: _____

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

EIN: 75-6000935

Invoicing Email: _____

[END OF SIGNATURES]

EXHIBIT B-1
PAYMERANG AND CLIENT OBLIGATIONS

Additional Paymerang Obligations:

- a) One time set up and data mapping as part of implementation fee.
- b) 24x7 access to the Invoice Services except during maintenance periods.
- c) In the event of planned or estimated service disruptions for more than 24 hours Paymerang will make reasonable attempts to notify Client of the disruption. Paymerang will provide expected service resolution time and notify Client once system is restored.
- d) Client support between the hours of 9:00AM and 5:00PM Eastern Time, Monday through Friday, with the exception of Federal Reserve Bank Holidays.

Additional Client Obligations:

- a) Assign an administrator, that will communicate all changes, add or remove Users on the Paymerang Invoice Services solution.
- b) Client will ensure new vendors are added in the ERP (Enterprise Resource Planning) software and systems before any invoice is processed.
- c) Client will ensure the correct GL (General Ledger) codes are assigned to the invoices in its ERP system.
- d) Client is solely responsible for all levels of invoice approval.
- e) Client agrees to use the support email address support@paymerang.com to resolve any Paymerang Invoice Services issues.

EXHIBIT B-2

ELLIS COUNTY TEXAS

Paymerang Fees	Price
Implementation Fee	\$5,000 – to be paid within thirty (30) days of the kickoff
Monthly Minimum	\$200
Transaction Fee	\$1.00 per invoice

3.5

ELLIS COUNTY COMMISSIONERS COURT		June 25, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	Platting Exemption Determination Parcel ID No. 181271 Pct. No. 4 CONSENT AGENDA ITEM		

CAPTION:

Discussion, consideration, and action of a platting exemption for Parcel ID No. 181271 – 3798 Old Fort Worth Road, as stated in Texas Local Government Code, Section 232.0015 (e). The ± 2.62-acre site is located at the southwest corner of Miller Road & Old Fort Worth Road, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4.

CASE TYPE:

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

PARCEL ID OR ADDRESS:

Parcel ID No. 181271

APPLICANT(s):

Ericka & Angus Matta

ATTACHMENTS:

- 1) Location Map
- 2) Proposed Gift
- 3) Draft Order

STAFF RECOMMENDATION:

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

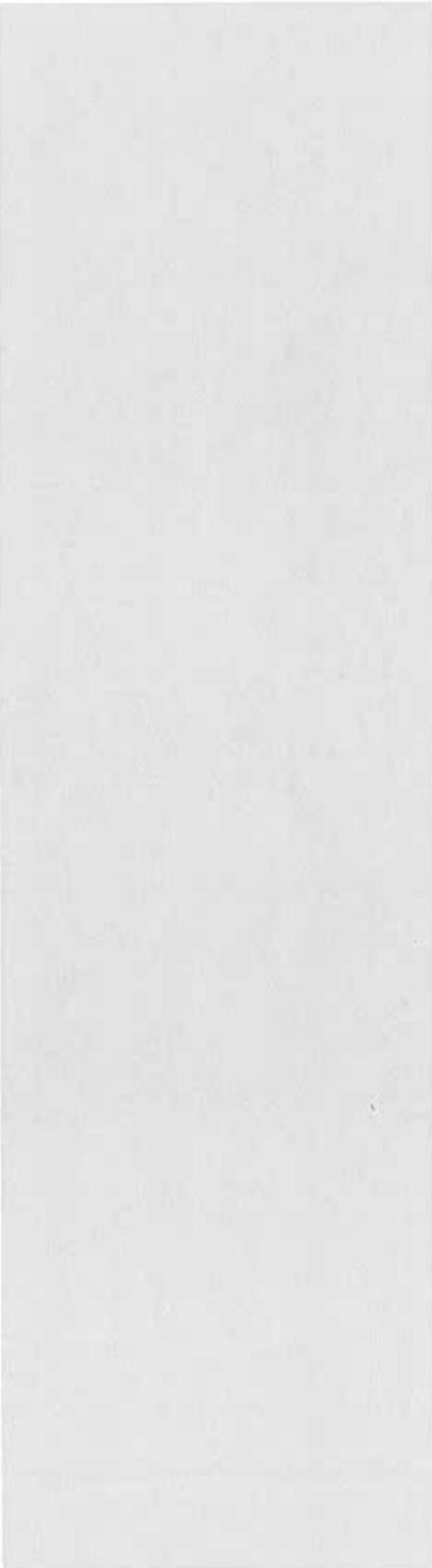
PROPOSAL & BACKGROUND INFORMATION:

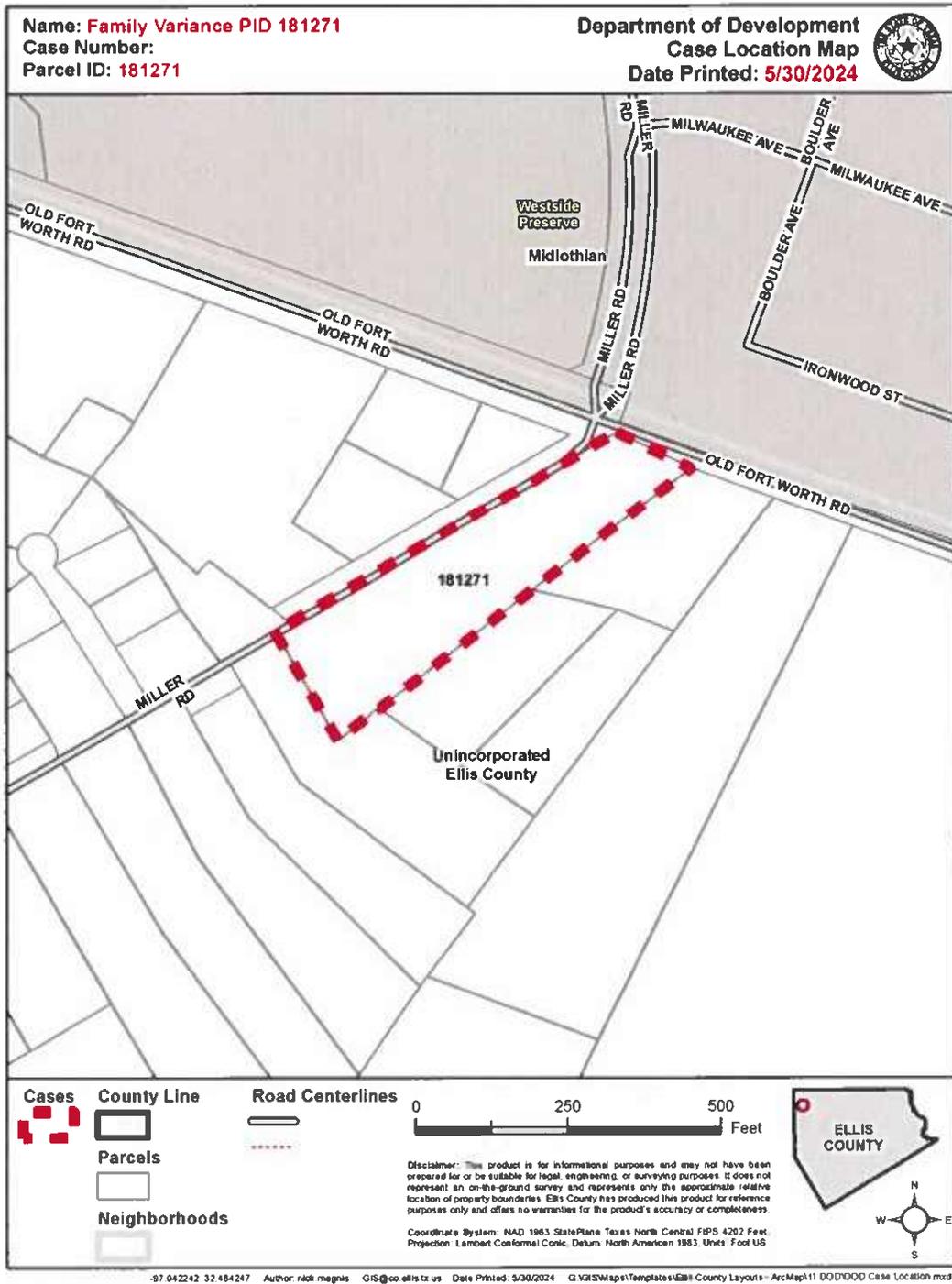
- The applicants request to gift a portion of the property by applying for a platting exemption and give ± 1.20 acres to their daughter, Alyssa Aguirre, to build a home.
- Outlined within LGC §232.0015(e) – EXCEPTIONS TO PLAT REQUIREMENTS: *“A county may not require the owner of a tract of land located outside the limits of a municipality who divides the tract into four or fewer parts and does not lay out a part of the tract described by Section 232.001(a) (3) to have a plat of the subdivision prepared if each of the lots is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code. If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the platting requirements of this subchapter apply.”*
- Additionally, per the County’s Quality Growth Initiatives Vol. I, Section VIII (C) (1), *“In cases where the subdivision of land is by gift, devise, or descent to a family member related up to the third degree by affinity (marriage) or consanguinity (blood), a platting exemption may be granted by the Commissioners Court.”*

FINAL ANALYSIS:

In reviewing the applicant’s request for a platting exemption per the established criteria set by the Commissioners Court and as allowed by state law, staff recommends approval of this plat exemption request subject to the following conditions:

- 1) No further subdivision of this entire ± 2.62-acre site shall occur until it meets the subdivision requirements in effect at that time.

- 
- 2) Any further subdivision of this property shall require a preliminary plat, if applicable, or a final plat in accordance with the County's regulations in effect at that time.
 - 3) As stated in Texas LGC 232.0015 (e), if any piece of this property sells outside of the family, the entire property has to be platted prior to its sale.
 - 4) Adherence to any other regulations relating to this particular plat exemption and other documents signed as part of this application.
 - 5) 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.



COMMISSIONERS COURT OF ELLIS COUNTY

ORDER NO. _____

On this, the 25th day of June 2024, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present to wit:

COUNTY JUDGE:

Judge Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, GRANTING A PLAT EXEMPTION DETERMINATION FOR PID NO 181271 (3798 OLD FORT WORTH RD), AS STATED IN TEXAS LOCAL GOVERNMENT CODE, SECTION 232.0015 (E). THE PROPERTY CONTAINS ± 2.62 ACRES, LOCATED AT THE SOUTHWEST CORNER OF MILLER ROAD & OLD FORT WORTH ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MIDLOTHIAN, ROAD, AND BRIDGE PRECINCT NO. 4.

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

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

SECTION 1. GRANTING OF A PLAT EXEMPTION DETERMINATION.

The Commissioners' Court finds that the plat exemption determination outlined in Section 232.0015 (e) of the Texas Local Government Code applies to Parcel ID No. 181271 – 3798 Old Fort Worth Road, as shown in Exhibit A and as described below and approved with the conditions outlined in Section 2 below:

- **Section 232.0015 (e)** – A county may not require the owner of a tract of land located outside the limits of a municipality who divides the tract into four or fewer parts and does not lay out a part of the tract described by Section 232.001(a)(3) to have a plat of the subdivision prepared if each of the lots is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code. If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by

consanguinity or affinity, the platting requirements of this subchapter apply.

SECTION 2. CONDITIONS OF APPROVAL.

- 1) No further subdivision of this entire ± 2.62-acre site shall occur until it meets the subdivision requirements in effect at that time.
- 2) Any further subdivision of this property shall require a preliminary plat, if applicable, or a final plat in accordance with the County's regulations in effect at that time.
- 3) As stated in Texas LGC 232.0015 (e), if any piece of this property sells outside of the family, the entire property has to be platted prior to its sale.
- 4) Adherence to any other regulations relating to this particular plat exemption and other documents signed as part of this application.
- 5) 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.

SECTION 3. 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 DAY, THE 25TH DAY OF JUNE 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

