

COMMISSIONERS COURT AGENDA REQUEST

A2

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 16, 2025 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 24 2024

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

1. **Approval of Commissioners' Court regular meeting minutes from June 10, 2024.**
2. Consideration and action to determine the composition of the Salary Grievance Committee, pursuant to Local Government Code §152.014(A)(1) or (A)(2).
3. Selection of public members chosen from the 2023 Grand Jury List to complete the Salary Grievance Committee, pursuant to LGC §152.015.

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – JUNE 10, 2025

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, JUNE 10, 2025, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2ND FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

MEMBERS PRESENT:

COUNTY CLERK: AMY GUERRERO, CHIEF DEPUTY

COUNTY JUDGE JOHN WRAY

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.

INVOCATION AND PLEDGE OF ALLEGIANCE: *COUNTY JUDGE JOHN WRAY*

CONSENT AGENDA: MINUTE ORDER 290.25

ADMINISTRATIVE:

- A.1 APPROVING OF REGULAR BILLS, PAYROLL, AND OFFICERS' REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.2 ACCEPTING OF THE COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM MAY 27TH, 2025. - *COUNTY CLERK KRYSTAL VALDEZ*
- A.3 ACCEPTING OF THE JUSTICE OF THE PEACE, PRECINCT 1 MONTHLY REPORT FOR MAY 2025, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. - *THE HONORABLE CHRIS MACON, JP PCT. 1*
- A.4 ACCEPTING OF THE JUSTICE OF THE PEACE, PRECINCT 2 MONTHLY REPORT FOR MAY 2025, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. - *THE HONORABLE JACKIE MILLER, JR., JP PCT. 2*
- A.5 ACCEPTING OF THE JUSTICE OF THE PEACE, PRECINCT 3 MONTHLY REPORT FOR MAY 2025, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. - *THE HONORABLE DAN COX, JR., JP PCT. 3*
- A.6 ACCEPTING OF THE JUSTICE OF THE PEACE, PRECINCT 4 MONTHLY REPORT FOR MAY 2025, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. - *THE HONORABLE BUTCH BRYANT, JR., JP PCT. 4*
- A.7 ACCEPTING OF THE CONSTABLE, PRECINCT 2 MONTHLY REPORT FOR MAY 2025, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *CONSTABLE CASEY BORDERS, PRECINCT 2*
- A.8 ACCEPTING OF THE ENGINEERING DEPARTMENT'S MONTHLY REPORT FOR APRIL 2025, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *ENGINEERING DIRECTOR ZACH GERICH*
- A.9 APPROVING OF THE APRIL 2025 MONTHLY TREASURER'S REPORT, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.026. – *COUNTY TREASURER CHERYL CHAMBERS*

- A.10 APPROVING OF ANNUAL COMPILATION REPORT OF THE FISCAL ACCOUNTS AND RECORDS OF EMERGENCY SERVICES DISTRICT IN ELLIS COUNTY FOR ESD #7 BRISTOL, PURSUANT TO §775.082, TEXAS HEALTH AND SAFETY CODE. – *FIRE MARSHAL TIM BIRDWELL*
- A.11 ACCEPTING OF THE AUDIT DEPARTMENT’S FISCAL YEAR 2025 CASH COUNT REPORTS FOR THE 3RD QUARTER THAT COVERS ALL OFFICES. – *COUNTY AUDITOR STACI PARR*
- A.12 APPROVING OF AN INTERLOCAL AGREEMENT BETWEEN ELLIS COUNTY AND THE CITY OF ALVARADO IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE §791 (THE TEXAS INTERLOCAL COOPERATION ACT). – *PURCHASING DIRECTOR EJ HARBIN*

FINANCIAL CONSENT:

- F.1 ACCEPTING OF COUNTY AUDITOR’S MONTHLY REPORT FOR MARCH 2025, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.025. – *COUNTY AUDITOR STACI PARR*
- F.2 ACCEPTING OF COUNTY AUDITOR’S MONTHLY REPORT FOR APRIL 2025, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.025. – *COUNTY AUDITOR STACI PARR*
- F.3 ACCEPTING OF COUNTY AUDITOR’S TABULATED REPORT OF THE COUNTY’S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM APRIL 19TH, 2025 THROUGH MAY 31ST, 2025 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.025. – *COUNTY AUDITOR STACI PARR*
- F.4 FY2025 LINE-ITEM TRANSFER – *SHERIFF BRAD NORMAN*
 DECREASE 001-0010-506940 (EMPLOYEE RECOGNITION) BY \$351.81
 INCREASE 042-0942-400870 (SHERIFF FORFEITURE) BY \$325.00
 INCREASE 001-0010-508850 (SALES TAX) BY \$26.81
- F.5 FY2025 LINE-ITEM TRANSFER – *I.T. DIRECTOR JOCELYN KING*
 DECREASE 001-0035-508010 (SUPPLIES) BY \$3,000.00
 DECREASE 001-0035-508050 (CONFERENCE) BY \$2,000.00
 DECREASE 001-0035-508190 (COMPUTER EQUIPMENT) BY \$3,000.00
 INCREASE 001-0035-508880 (COMPUTER SOFTWARE) BY \$8,000.00
- F.6 FY2025 LINE-ITEM TRANSFER – *COUNTY COMMISSIONER LANE GRAYSON, PRECINCT 2*
 DECREASE 010-0653-508070 (GENERAL EXPENSES) BY \$200,000.00
 INCREASE 010-0653-508020 (FM2 EQUIPMENT) BY \$200,000.00

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

REGULAR AGENDA

DEPARTMENT OF DEVELOPMENT:

- MINUTE ORDER 291.25** (1.1) APPROVING A VARIANCE REQUEST TO VOLUME I, SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT STANDARDS REGARDING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENTS FOR PARCEL ID No. 180032. THIS 1.76-ACRE SITE IS LOCATED ± 715 FEET SOUTHEAST OF THE INTERSECTION OF FM 664 AND SHILOH ROAD, IN THE ETJ OF THE CITY OF OVILLA, ROAD AND BRIDGE PRECINCT No. 4. 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. ANY FURTHER SUBDIVISION OF THIS PROPERTY SHALL REQUIRE A PLAT MEETING THOSE REGULATIONS IN EFFECT AT THE TIME OF PLATTING.

PUBLIC PARTICIPATION: DARLENE WILLIAMS, WAXAHACHIE

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

MINUTE ORDER 292.25 (1.2) APPROVING MAINTENANCE BOND NO. 332857 FOR THE WINDING CREEK ESTATES SUBDIVISION. THE PROPERTY CONTAINS ± 60.952 ACRES, LOCATED ON THE WEST SIDE OF FM 664 OVILLA ROAD, ± 330 FEET SOUTH OF SLIPPERY CREEK COURT, IN THE ETJ OF THE CITY OF OVILLA, ROAD AND BRIDGE PRECINCT NO. 4; SUBJECT TO THE FOLLOWING CONDITIONS:

1. ACCEPTANCE OF 2 BONDS - \$54,000 TO DEMOLISH AND REPLACE 16 PANELS AND \$30,00 FOR THE DRAINAGE CULVERTS, BOTH ISSUED BY THE NGM INSURANCE COMPANY- TO REPLACE THE MAINTENANCE BOND.
2. RELEASE THE MAINTENANCE BOND IN THE AMOUNT OF \$402,300 ISSUED BY NGM INSURANCE COMPANY
3. NO ACCEPTANCE OF ANY INFRASTRUCTURE AT THIS TIME.

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

MINUTE ORDER 293.25 (1.3) RATIFYING STAFF ACTION ON A PLAT OF FERRIS ACRES SUBDIVISION LOTS 1-4, BLOCK 1. THE PROPERTY CONTAINS ± 25.648 ACRES OF LAND, LOCATED ± 805 FEET EAST OF THE INTERSECTION OF FM 660 AND HURST CIRCLE, FERRIS, ROAD AND BRIDGE PRECINCT NO. 1. SUBJECT TO THE FOLLOWING CONDITIONS:

1. A LETTER OF INFRASTRUCTURE ACCEPTANCE IS REQUIRED PRIOR TO THE FILING OF THE PLAT.
2. A LETTER OF APPROVAL OR AUTHORIZATION FROM TxDOT FOR LOTS 1-4 IS REQUIRED PRIOR TO THE FILING OF THE PLAT.
3. ADD THE COMPANY NAME TO THE OWNER CONTACT ON THE PLAT.
4. CORRECT THE OWNER'S CONTACT ADDRESS ON THE PLAT TO MATCH THE ADDRESS PROVIDED ON THE APPLICATION.
5. UPDATE THE GENERAL DESCRIPTION AND METES AND BOUNDS ON THE PLAT TO REFLECT THE MOST RECENT DEED FOR THE PROPERTY.
6. LABEL BLOCK 1 ON THE PLAT DRAWING.
7. LABEL THE EXISTING ROW FOR FM 660.
8. IN ACCORDANCE WITH THE COUNTY'S MASTER THOROUGHFARE PLAN, 60 FEET OF RIGHT-OF-WAY DEDICATION IS REQUIRED FROM THE CENTERLINE OF FM 660.
9. UPDATE NAMES AND PROPERTY INFORMATION OF ADJOINING OWNERS.
10. THE DIMENSIONS AND COORDINATES ARE MISSING FROM THE SOUTHERN BOUNDARY LINE OF EACH LOT. UPDATE THE PLAT DRAWING.
11. REMOVE COLOR FROM THE PLAT. ALL PLATS MUST BE BLACK AND WHITE.
12. REMOVE THE TOP LINES IN THE UPPER RIGHT CORNER IN THE AREA DESIGNATED FOR FILING INFORMATION.
13. REMOVE "PROP LINE" LABELS SHOWN ON THE PLAT DRAWING.

14. REMOVE LABEL "PROPOSED ROAD BORE/CROSSING OFF THE EXISTING 12" MAIN" SHOWN ON THE PLAT DRAWING.
15. REMOVE LABEL "PROPOSED WATER METER LOCATION" SHOWN ON THE PLAT DRAWING.
16. REMOVE LABEL "VOLUME 2660 PAGE 1193 TURNER LIVING TRUST TRACT SIX CALLED 12.813 ACRES OCT 31, 2012" FROM LOT 1 SHOWN ON THE PLAT DRAWING.
17. REMOVE LABEL "VOLUME 2595 PAGE 0048 TURNER LIVING TRUST CALLED 12.613 ACRES OCT 28, 2011" FROM LOT 4 SHOWN ON THE PLAT DRAWING.
18. REMOVE DASHED PROPERTY LINE (INDICATING E INDIA ROAD) ON THE PLAT DRAWING.
19. REMOVE THE ADDRESS DIRECTLY ABOVE THE COURT SIGNATURE BLOCK.
20. CORRECT THE COURT SIGNATURE BLOCK BY REPLACING TODD LITTLE, COUNTY JUDGE, WITH JOHN WRAY, COUNTY JUDGE.
21. LABEL THE OWNER'S CERTIFICATE.
22. IN THE FIRST PARAGRAPH OF THE OWNER'S CERTIFICATE, REPLACE THE CAPITAL 'Y' WITH A LOWERCASE 'y' IN "ELLIS COUNTY".

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

MINUTE ORDER 294.25 (1.4) RATIFYING STAFF ACTION ON A PLAT OF LARA ESTATES. THE PROPERTY CONTAINS ± 6.214 ACRES OF LAND LOCATED ± 2,815 FEET WEST OF THE INTERSECTION OF YOUNGBLOOD ROAD AND FM 878, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 1. SUBJECT TO THE FOLLOWING CONDITIONS:

1. UPDATE THE FEMA FLOODPLAIN PANEL INFORMATION ON THE PLAT.
2. REMOVE THE WAXAHACHIE P&Z SIGNATURE BLOCK FROM THE PLAT.
3. UPDATE THE COUNTY JUDGE'S NAME TO JOHN WRAY WITHIN THE COURT SIGNATURE BLOCK, AND THE YEAR TO 2025.
4. ADD THE ORDINANCE NUMBER FOR WITHDRAWAL FROM THE CITY'S ETJ AS A PLAT NOTE.

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

MINUTE ORDER 295.25 (1.5) RATIFYING STAFF ACTION ON A PLAT OF HIGHWAY 85 ESTATES, LOTS 1-4. THE PROPERTY CONTAINS ± 4.331 ACRES OF LAND LOCATED ± 630 FEET EAST OF THE INTERSECTION OF OLD FM 85 AND FM 885, IN THE ETJ OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT NO. 2. SUBJECT TO THE FOLLOWING CONDITIONS:

1. REMOVE THE COMMENT ON THE PLAT DRAWING STATING THIS PLAT IS NOT WITHIN THE ETJ OF ANY CITY. THIS IS INCORRECT. UPDATE THE PLAT TITLE BLOCK TO SHOW THAT THIS PROPERTY IS WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS.
2. CORRECT THE FOLLOWING STREET NAMES: OLD FM HWY. 662 TO OLD FM 85 AND FM HWY. 85 TO FM 85.
3. ADD A BLOCK DESIGNATION TO THE PLAT DRAWING.
4. REDUCE THE REAR BUILDING LINE SETBACK TO 20 FEET.
5. LABEL THE EXISTING RIGHT-OF-WAY DEDICATION FOR EACH ROAD SHOWN ON THE PLAT. THE REQUIRED RIGHT-OF-WAY DEDICATION FOR OLD FM 85 IS 30 FT. FROM THE CENTERLINE OF THE ROAD, AND FM 85 IS 50 FT. FROM THE CENTERLINE OF THE ROAD.

6. UPDATE THE FLOODPLAIN INFORMATION SHOWN ON THE PLAT. THE PANEL NUMBER IS INCORRECT.
7. TWO DIMENSIONS ARE MISSING ALONG THE SOUTHWEST CORNER OF LOT 1 THAT ARE INCLUDED WITHIN THE METES AND BOUNDS DESCRIPTION. UPDATE ACCORDINGLY.
8. BEGINNING IS MISPELLED WITHIN THE FINAL CALL OF THE METES AND BOUNDS DESCRIPTION.
9. FOUND IS MISPELLED WITHIN THE THIRD PARAGRAPH OF THE METES AND BOUNDS DESCRIPTION.
10. UPDATE THE YEAR FOR THE OWNER'S SIGNATURE LINE STATEMENT AND THE COURT SIGNATURE BLOCK.
11. UPDATE THE COUNTY JUDGE'S NAME TO JOHN WRAY WITHIN THE COURT SIGNATURE BLOCK.
12. ADD A NOTE TO THE PLAT STATING THE FOLLOWING: DRIVEWAY ACCESS FOR EACH LOT SHALL ONLY BE GRANTED ALONG OLD FM 85.
13. LABEL THE RESIDUAL LAND (± 0.874 ACRES) ON THE PLAT DRAWING PER THE METES AND BOUNDS DESCRIPTION.

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

MINUTE ORDER 296.25 (1.6) RATIFYING STAFF ACTION ON A PLAT OF THOMPSON HOMESTEAD. THE PROPERTY CONTAINS ± 7.99 ACRES OF LAND LOCATED ± 750 FEET NORTHWEST OF THE INTERSECTION OF WALKER CREEK ROAD AND GIN ROAD, IN THE ETJ OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT NO. 2. SUBJECT TO THE FOLLOWING CONDITIONS:

1. UPDATE THE PLAT DRAWING TO INCLUDE THE RECORDED DEED INFORMATION.
2. ADD A CONTACT INFORMATION BLOCK TO THE PLAT FOR THE OWNER.
3. ADD A LOT & BLOCK DESIGNATION TO THE PLAT DRAWING.
4. ADJUST EACH DISTANCE LABELED ON THE PLAT DRAWING TO BE SHOWN OUTSIDE OF ANY PROPOSED BUILDING LINE SETBACK OR DRAINAGE AND UTILITY EASEMENT. THIS ADJUSTMENT WILL IMPROVE THE LEGIBILITY OF THE DRAWING.
5. THE THIRD PARAGRAPH WITHIN THE METES AND BOUNDS DESCRIPTION (THENCE NORTH 50 DEGREES 27 MINUTES, 18 SECONDS WEST) DOES NOT MATCH THE PLAT DRAWING. UPDATE ACCORDINGLY.
6. UPDATE THE FINAL PARAGRAPH WITHIN THE METES AND BOUNDS DESCRIPTION. IT REPEATS THE SAME DISTANCE FOR THE OVERALL DISTANCE, WHILE THE DRAWING REFLECTS THE OVERALL DISTANCE OF 299.59 FT. (269.59 FT. + 30 FT.).
7. REMOVE THE SECOND SIGNATURE BLOCK APPEARING DIRECTLY ABOVE THE NOTARY STATEMENT FOR DEBORAH THOMPSON.
8. UPDATE THE PLAT DRAWING AND OWNER'S CERTIFICATE TO REFLECT THE PLAT NAME AS: THOMPSON HOMESTEAD, RATHER THAN THOMPSON ADDITION.
9. REMOVE "OF RECORD" FROM THE PLAT TITLE BLOCK.
10. LABEL THE RIGHT-OF-WAY DEDICATION FOR WALKER CREEK ROAD. I SEE THE BOX INDICATING THE AMOUNT OF RIGHT-OF-WAY, BUT IT ISN'T IDENTIFIED ON THE DRAWING, NOR IS THE BOX POINTING TO THE AREA OF DEDICATION. SEE THE ATTACHED SAMPLE PLAT FOR REFERENCE.
11. THE REQUIRED RIGHT-OF-WAY DEDICATION FOR WALKER CREEK ROAD IS 40 FT. FROM THE CENTERLINE OF THE ROAD. UPDATE THE PLAT TO REFLECT THE ADDITIONAL DEDICATION OF 10 FT.
12. REDUCE THE FRONT BUILDING SETBACK LINE TO 40 FT.
13. INCREASE THE REAR DRAINAGE & UTILITY EASEMENT TO 20 FT.
14. SHADE IN THE FLOODPLAIN AREA. FINISHED FLOOR ELEVATIONS SHALL BE TWO (2) FEET ABOVE THE 100-YEAR FLOODPLAIN BASE FLOOD ELEVATION.
15. UPDATE THE COUNTY JUDGE'S NAME TO JOHN WRAY ON THE COURT SIGNATURE BLOCK.
16. REMOVE THE STRUCTURE SHOWN ON THE PLAT DRAWING.

17. UPDATE THE PLAT TITLE BLOCK TO INCLUDE THE ADDITIONAL RIGHT-OF-WAY DEDICATION FOR WALKER CREEK ROAD.
18. PROVIDE A COPY OF THE RECORDED DEED FOR THIS PROPERTY (SHOULD IT DIFFER FROM THE DEED PROVIDED WITH THE INITIAL APPLICATION SUBMISSION).

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

MINUTE ORDER 297.25 (1.7) RATIFYING STAFF ACTION ON A PLAT OF GREATHOUSE RANCH, LOTS 1-4, BLOCK A. THE PROPERTY CONTAINS ± 13.368 ACRES OF LAND LOCATED ± 3,600 FEET NORTH OF THE INTERSECTION OF GREATHOUSE ROAD AND BOZ ROAD, IN THE ETJ OF THE CITY OF MAYPEARL, ROAD AND BRIDGE PRECINCT No. 3. SUBJECT TO THE FOLLOWING CONDITIONS:

1. WHEN ADDING THE LENGTHS FOR THE FOLLOWING, A MINOR DISCREPANCY WAS NOTED: SOUTH 31 DEGREES 27 MINUTES 33 SECONDS EAST, AT 194.56 FEET VS. 194.57 FEET (ACCORDING TO OUR CALCULATIONS). REVIEW AND CORRECT AS NEEDED.
2. UPDATE THE FRONT UTILITY EASEMENT TO A FRONT DRAINAGE AND UTILITY EASEMENT.
3. PRINT THE REPRESENTATIVE NAME FOR DEL Z ENTERPRISES BENEATH THE SIGNATURE LINE ON PAGE 2 AND WITHIN THE NOTARY STATEMENT.
4. UPDATE THE COUNTY JUDGE'S NAME TO JOHN WRAY ON THE COURT SIGNATURE BLOCK.
5. DITCH IMPROVEMENTS MAY BE REQUIRED BEFORE THE INSTALLATION OF CULVERTS FOR EACH PROPOSED LOT. ANY INFRASTRUCTURE IMPROVEMENTS REQUESTED BY THE COUNTY ENGINEER'S OFFICE OR ROAD AND BRIDGE PRECINCT OFFICE MUST BE COMPLETED AND INSPECTED BEFORE THE FINAL PLAT WILL BE FILED WITH THE COUNTY CLERK'S OFFICE.
6. A FIRE HYDRANT WILL NEED TO BE INSTALLED PER VOLUME III OF THE COUNTY'S SUBDIVISION REGULATIONS - (FIRE HYDRANTS ARE REQUIRED FOR ANY DEVELOPMENT THAT CONNECTS ONTO A WATERLINE WITH A MINIMUM SIZE OF SIX (6) INCHES. HYDRANT INSTALLATION SHALL NOT EXCEED 450 FEET BETWEEN HYDRANTS).

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

MINUTE ORDER 298.25 (1.8) RATIFYING STAFF ACTION ON A PLAT OF HALVERSON ESTATES LOTS 1-3, BLOCK A. THE PROPERTY CONTAINS ± 15.000 ACRES OF LAND LOCATED ± 1,085 FEET NORTHWEST OF THE INTERSECTION OF GREATHOUSE ROAD AND OLD MAYPEARL ROAD, WAXAHACHIE, ROAD AND BRIDGE PRECINCT No. 3. SUBJECT TO THE FOLLOWING CONDITIONS:

1. IDENTIFY ANY EXISTING FIRE HYDRANTS ALONG GREATHOUSE ROAD ON THE PLAT DRAWING.
2. A FIRE HYDRANT WILL NEED TO BE INSTALLED PER VOLUME III OF THE COUNTY'S SUBDIVISION REGULATIONS - (FIRE HYDRANTS ARE REQUIRED FOR ANY DEVELOPMENT THAT CONNECTS ONTO A WATERLINE WITH A MINIMUM SIZE OF SIX (6) INCHES.
3. UPDATE THE COUNTY JUDGE'S NAME TO JOHN WRAY ON THE COURT SIGNATURE BLOCK.
4. UPDATE THE YEAR WITHIN THE COURT SIGNATURE BLOCK AND THE OWNER STATEMENT AND SIGNATURE LINE.
5. DITCH IMPROVEMENTS MAY BE REQUIRED BEFORE THE INSTALLATION OF CULVERTS FOR EACH PROPOSED LOT. ANY INFRASTRUCTURE IMPROVEMENTS REQUESTED BY THE COUNTY ENGINEER'S OFFICE OR ROAD AND

BRIDGE PRECINCT OFFICE MUST BE COMPLETED AND INSPECTED ANY DEVELOPMENT PERMITS WILL BE ISSUED.

6. IF THERE AREN'T ANY FIRE HYDRANTS WITHIN 450 FT. OF EACH PROPOSED LOT SHOWN ON THE PLAT, A FIRE HYDRANT WILL NEED TO BE INSTALLED BY VOLUME III OF THE COUNTY'S SUBDIVISION REGULATIONS.

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

MINUTE ORDER 299.25 (1.9) RATIFYING STAFF ACTION ON A PLAT OF SHOOK HOMESTEAD. THE PROPERTY CONTAINS ± 6.743 ACRES OF LAND, LOCATED ± 265 FEET SOUTH OF THE INTERSECTION OF FM 2258 AND COUNTY ROAD 213, IN THE ETJ OF THE CITY OF VENUS, ROAD AND BRIDGE PRECINCT No. 4. SUBJECT TO THE FOLLOWING CONDITIONS:

1. ADD LOT 1, BLOCK A TO THE TITLE BLOCK.
2. ADD VENUS ETJ TO THE TITLE BLOCK.
3. CORRECT THE PLAT NOTE TO INDICATE THE PROPERTY LIES WITHIN THE ETJ OF THE CITY OF VENUS.
4. LABEL THE EXISTING ROW WIDTH.
5. UPDATE THE COURT SIGNATURE BLOCK TO JOHN WRAY, COUNTY JUDGE.
6. THE COUNTY'S GIS DEPARTMENT NOTED THAT THERE MAY BE POSSIBLE ERRORS WITHIN THE METES AND BOUNDS DESCRIPTION. WHEN ATTEMPTING TO MAP THE PROPOSED PLAT, THEY WERE UNABLE TO CAPTURE THE OVERALL SHAPE OF THE PROPERTY AS DEPICTED WITHIN THE PLAT DRAWING. CORRECT AS NECESSARY.

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

MINUTE ORDER 300.25 (1.10) APPROVING A PLAT OF YARBROUGH'S YARD REPLAT, LOT 1BR, BEING A REPLAT OF YARBROUGH'S YARD REPLAT, LOT 1B. THE PROPERTY CONTAINS ± 7.330 ACRES OF LAND, LOCATED ± 620 FEET SOUTH OF THE INTERSECTION OF SPRINGBRANCH ROAD AND BLACK CHAMP ROAD, WAXAHACHIE, ROAD AND BRIDGE PRECINCT No. 4. SUBJECT TO THE FOLLOWING CONDITIONS:

1. RECALCULATE AND UPDATE THE COMPUTED GROSS ACREAGE WITHIN THE PLAT TITLE BLOCK.
2. ADD A NOTE REGARDING THE WITHDRAWAL FROM THE ETJ (ORD. No. 3568).
3. ADD A LINE OR ARROW TO CALL S 00°03'55" W 14.78' ON THE PLAT DRAWING.
4. ADD THE FOLLOWING NOTE TO THE PLAT: COMMISSIONERS' COURT APPROVED A ROAD FRONTAGE VARIANCE REQUEST FOR LOT 1BR ON MAY 13, 2025 (MINUTE ORDER No. 254.25).

PUBLIC PARTICIPATION: RAUL ACOSTA, WAXAHACHIE

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

PURCHASING:

MINUTE ORDER 301.25 (2.1) APPROVING TO ADVERTISE AND SOLICIT A REQUEST FOR PROPOSALS FOR INMATE FOOD SERVICES.

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

MINUTE ORDER 302.25 (2.2) APPROVING CONTRACT NEGOTIATIONS WITH FLYING B ANIMAL RESCUE AND SANCTUARY FOR SPAY AND NEUTER SERVICES FOR CATS AND DOGS; AND TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT UPON FINAL LEGAL REVIEW.

PUBLIC PARTICIPATION: CAROLYN TAYLOR, ENNIS

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

MINUTE ORDER 303.25 (2.3) APPROVING ARCHITEXAS TASK ORDER USING THE MASTER SERVICES AGREEMENT (MSA) BETWEEN ELLIS COUNTY AND ARCHITEXAS (MINUTE ORDER #148.22) FOR PRESERVATION ARCHITECTURAL SERVICES AND TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM GRANT SUBMITTAL ON THE ELLIS COUNTY HISTORIC COURTHOUSE IN AN AMOUNT OF \$392,863.00 PLUS REIMBURSABLE EXPENSES AND SPECIALTY SERVICES.

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

MINUTE ORDER 304.25 (2.4) APPROVING TO PURCHASE ONE (1) 2026 MACK PINNACLE P164T 10 SPEED FROM BRUCKNER'S TRUCK & EQUIPMENT USING HGAC CONTRACT #HT06-20 IN AN AMOUNT OF \$168,680.00 FOR COMMISSIONER PRECINCT 2.

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

MINUTE ORDER 305.25 (2.5) APPROVING AN ESTOPPEL CERTIFICATE AND LEASE AGREEMENT TO ALLOW FOR SALE OF 661 ASPEN PARKWAY, MIDLOTHIAN, TEXAS FROM SOMC, LLC TO ROCKIN P RANCH, LLC DBA RPR REAL ESTATE. ALL TERMS AND CONDITIONS OF THE LEASE APPROVED (MINUTE ORDER #430.23) SHALL REMAIN IN FULL EFFECT. SUBJECT TO ONE LEGAL CONDITION, THAT THE COUNTY RECEIVE A TYPED ESTOPPEL CERTIFICATE, NOT HANDWRITTEN.

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

ADMINISTRATIVE:

MINUTE ORDER 306.25 (3.1) APPROVING TO RECLASSIFY THE POSITION OF ASSISTANT COUNTY AUDITOR – GRANT COMPLIANCE TO ASSISTANT COUNTY AUDITOR – INTERNAL AUDIT II. NO INCREASE IN THE DEPARTMENTAL BUDGET IS REQUESTED. THE RECLASSIFICATION WILL BE ABSORBED WITHIN THE CURRENT BUDGETED SALARY. – COUNTY AUDITOR STACI PARR

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

RECESS TO EXECUTIVE SESSION 2:56 P.M.

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

EXECUTIVE SESSION

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

- 4.1 PURSUANT TO TEXAS GOVERNMENT CODE §551.071(1), CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING TCEQ MATTERS, SPECIFICALLY PENDING TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEMS PERMITS (TPDES) AND PENDING PETITIONS FOR THE CREATION OF MUNICIPAL UTILITY DISTRICTS (MUDs).
- 4.2 PURSUANT TO TEXAS GOVERNMENT CODE §551.071 (1), CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING WINDING CREEK ESTATES MAINTENANCE BOND DETERMINATION.

ITEM 4.2 WAS RESOLVED PRIOR TO EXECUTIVE SESSION.

RECONVENED TO REGULAR SESSION 3:34 P.M.

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

(TO AGENDA ITEM 3.2)

MINUTE ORDER 307.25 (3.2) TABLED TO A LATER DATE: DISCUSSION, CONSIDERATION AND ACTION ON A REQUEST FOR A NEW OUTDOOR BUSINESS LICENSE UNDER MINUTE ORDER #465.22. THE ± 11.107-ACRE SITE IS LOCATED ON THE WEST SIDE OF S US HIGHWAY 77, ± 975 FEET NORTH OF THE INTERSECTION OF JOHNSTON ROAD AND S US HIGHWAY 77, SITUATED IN THE ELLIS COUNTY SCHOOL SURVEY ABSTRACT NO. 328, IN THE ETJ OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT No. 3. – *COUNTY COMMISSIONER LOUIS PONDER, PRECINCT 3*

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

ADJOURNMENT

JUDGE WRAY ADJOURNED THE MEETING AT 3:36 P.M.

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON JUNE 10TH, 2025, ARE
HEREBY APPROVED.

PRESIDING OFFICER:

JOHN WRAY, 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 24TH DAY OF JUNE 2025.

KRYSTAL VALDEZ, COUNTY CLERK

COMMISSIONERS COURT AGENDA REQUEST

A3

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: 6/12/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Staci Parr

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

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 6/24/2025

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

****Administrative Consent Agenda****

Acceptance of the 2024 Audit of the Special Inventory Tax Penalty and Interest.



Ellis County Auditor's Office

Staci Parr, CGFO
County Auditor

Patricha Bremer
First Assistant Auditor

Finance

Open
Assistant Auditor

Open
Assistant Auditor

Internal Audit

Barbara Anglen
Internal Audit Lead

DeVonda Spurlock, CFE
Assistant Auditor

Wendy Hernandez
Assistant Auditor

Wendy Scott
Assistant Auditor

Transaction Audit

Martine Hamby
Transaction Audit Lead

Melanie Dowdle
Assistant Auditor

Kelli Reed
Assistant Auditor

Date: May 29, 2025

To: Richard Rozier
Ellis County Tax Assessor/Collector

From: DeVonda Spurlock, CFE
Assistant County Auditor

Re: Special Inventory Tax - Penalty and Interest Audit

The Special Inventory Tax Fund was established under section 23.122 of the Texas Tax Code. Special Inventory Tax (SIT) is a tax paid by dealerships that sell property with a motor, e.g., cars, motorhomes, and heavy equipment. The tax is based on the monthly gross sales amount and all tax rates for the dealership's physical location. Dealerships remit the tax monthly, and the Tax Assessor/Collector pays the tax authorities annually (Tax Code 23.122(k)).

The Tax Assessor/Collector is allowed to keep interest earnings, dealer-assessed penalties, and fees for nonsufficient checks (Tax Code 23.122 (c) & (p)). Interest, penalties, and fees are available to be spent by the Tax Assessor/Collector at his discretion to defray the cost of the SIT program.

An annual audit of the Special Inventory Tax Account has been performed for the 2024 calendar year. During the audit, reconciliation documents and annual closeout reports were reviewed to ascertain whether escrow funds were disbursed fully, and sufficient penalty and interest funds were available for any expenses paid out.

Findings for the Special Inventory Tax – Penalty and Interest:

- Disbursements to taxing units were made after the annual deadline of February 15th.
- Interest & Penalty balance as of December 31, 2024, is \$82,698.53.
- There is a minimal undisbursed balance of \$12.56.



Ellis County Auditor's Office

Recommendations for the Special Inventory Tax – Penalty and Interest:

- All SIT revenue should be disbursed to the taxing authorities no later than February 15th of the following year. Tax Code 23.122(12)(k)
- Perform a reconciliation of deposits for the current year to the disbursements to verify there are no differences.

If you have any questions regarding this audit, please don't hesitate to call.

DeVonda Spurlock, CFE
DeVonda Spurlock, CFE

COMMISSIONERS COURT AGENDA REQUEST

A4

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: 6.13.2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Wendy Hernandez

PHONE: 972-825-5288 FAX: 972-825-5124

DEPARTMENT OR ASSOCIATION: Auditor's Office

ADDRESS: 101 W. Main Street, Ste 302

PREFERRED DATE TO BE PLACED ON AGENDA: 6.24.2025

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

****Consent Agenda***
Accept the FY2025 office audit for Justice of the Peace Precinct 4 and Constable Precinct 4.



Ellis County Auditor's Office

Staci Parr, CGFO
County Auditor

Patricha Bremer
First Assistant Auditor

Internal Audit

Vacant
Internal Audit Lead

Wendy Hernandez
Assistant Auditor

Wendy Scott
Assistant Auditor

DeVonda Spurlock, CFE
Assistant Auditor

Transaction Audit

Martine Hamby
Transaction Audit Lead

Melanie Dowdle
Assistant Auditor

Kelly Reed
Assistant Auditor

June 9, 2025

Honorable Judge James "Butch" Bryant
Justice of the Peace, Precinct 4
301 N. 8th Street
Midlothian, TX 76065

Executive Summary

Ellis County Internal Audit completed a routine audit of the Justice of the Peace, Precinct 4 for October 1, 2025, through February 28, 2025. The audit was conducted in accordance with applicable Texas statutes, including Local Government Code Chapters 113, 114, and 118, Government Code Chapter 603, and Texas Code of Criminal Procedure Article 103.009. The review focused on financial and operational compliance, internal controls, and adherence to statutory responsibilities.

This audit includes information pertaining to the prior administration for the period of October 1, 2024, through December 31, 2024. Judge Bryant commenced his tenure on January 1, 2025.

Internal Controls

The audit evaluated the office's structure, fee collection procedures, records security, cash handling practices, bank reconciliations, and monthly financial reporting. Internal audits are designed to provide reasonable assurance of compliance and operational effectiveness, though they are not intended to assign individual fault.

We are pleased to report that the audit identified no material findings. The Justice of the Peace, Precinct 4 demonstrated effective internal controls, reliable financial management, and a clear commitment to compliance and public trust.

Processes and Procedures

This audit focused on three key areas within the statutory duties of the Justice of the Peace Offices:

- Organizational Assessment – Evaluation of office structure, responsibilities, and alignment with county policies
- Service of Process – Review of procedures for civil/criminal service, documentation, and compliance
- Financial Management – Examination of cash handling, fee collection, deposit practices, financial reporting, and statutory compliance

To meet the objectives of this audit, Internal Audit performed the following procedures:

- Interviewed office personnel and reviewed organizational procedures
- Examined financial records, receipts, and reconciliation documents
- Inspected internal spreadsheets and tracking logs for receipt management
- Reviewed secure storage of financial and operational records
- Verified bank reconciliations and timeliness of deposits
- Assessed posting and visibility of statutorily required fee schedules
- Conducted surprise cash counts
- Confirmed compliance with Local Government Code and internal control standards



Ellis County Auditor's Office

Audit Results

- **Fee Collection and Deposits:** All fees collected by the Justice of the Peace, Precinct 4, were deposited with the County Treasurer timely and in accordance with Local Government Code §113.022, complying with the 5-day deposit rule.
- **Receipt Management:** The office maintained complete receipt records with no missing receipts. During the audit period, three receipts were voided: two were reissued, and one was not reissued due to a valid and documented reason.
- **Cash Handling and Reconciliations:** Surprise cash counts were conducted quarterly, and all reconciliations were completed within the required 45-day timeframe.
- **Recordkeeping:** Fee books and financial records are computer-generated and stored securely, in accordance with Texas Code of Criminal Procedure Article 103.009.
- **Fee Schedules:** Required fee schedules are clearly posted in a public location and also made available on the Ellis County website, as required by Government Code §603.008.

Recommendations

This report concludes without recommendations.

Conclusion

The audit concluded that the Justice of the Peace, Precinct 4, is in strong operational and financial compliance, with no recommendation regarding reporting practices. All other processes reviewed were well-managed and in full compliance with applicable laws.

We commend the Honorable Judge Bryant, Jennifer Meza, and the staff of the Justice of the Peace, Precinct 4, for their professionalism, responsiveness, and commitment to accountability. Their cooperation throughout the audit process is greatly appreciated.

Staci Parr, CGFO
Ellis County Auditor



Ellis County Auditor's Office

Staci Parr, CGFO
County Auditor

Patricha Bremer
First Assistant Auditor

Internal Audit

Vacant
Internal Audit Lead

Wendy Hernandez
Assistant Auditor

Wendy Scott
Assistant Auditor

DeVonda Spurlock, CFE
Assistant Auditor

Transaction Audit

Martine Hamby
Transaction Audit Lead

Melanie Dowdle
Assistant Auditor

Kelly Reed
Assistant Auditor

June 9, 2025

Honorable Mark Bounds
Constable Precinct 4
301 N. 8th Street
Midlothian, TX 76065

Executive Summary

Ellis County Internal Audit completed a routine audit of the Constable Office, Precinct 4 for October 1, 2024, through February 28, 2025. The audit was conducted in accordance with applicable Texas statutes, including Local Government Code Chapters 113, 114, and 118, Government Code Chapter 603, and Texas Code of Criminal Procedure Article 103.009. The review focused on financial and operational compliance, internal controls, and adherence to statutory responsibilities.

This audit includes information pertaining to the prior administration for the period of October 1, 2024, through December 31, 2024. Constable Bounds commenced his tenure on January 1, 2025.

Internal Controls

The audit evaluated the office's structure, fee collection procedures, records security, cash handling practices, and monthly financial reporting. Internal audits are designed to provide reasonable assurance of compliance and operational effectiveness, though they are not intended to assign individual fault.

We are pleased to report that the audit identified no material findings. The Constable Office, Precinct 4 demonstrated effective internal controls, reliable financial management, and a clear commitment to compliance and public trust.

Processes and Procedures

This audit focused on three key areas within the statutory duties of a Texas Constable's Office:

- Organizational Assessment – Evaluation of office structure, responsibilities, and alignment with county policies
- Service of Process – Review of procedures for civil/criminal service, documentation, and compliance
- Financial Management – Examination of cash handling, fee collection, deposit practices, financial reporting, and statutory compliance

To meet the objectives of this audit, Internal Audit performed the following procedures:

- Interviewed office personnel and reviewed organizational procedures
- Examined financial records and receipts
- Inspected internal spreadsheets and tracking logs for receipt management
- Reviewed secure storage of financial and operational records
- Verified timeliness of deposits
- Assessed posting and visibility of statutorily required fee schedules
- Conducted surprise cash counts
- Confirmed compliance with Local Government Code and internal control standards



Ellis County Auditor's Office

Audit Results

- Fee Collection and Deposits: All fees collected by the Constable Office – Precinct 4 were deposited with the County Treasurer timely and in accordance with Local Government Code §113.022, complying with the 5-day deposit rule.
- Receipt Management: The office maintained complete receipt records with no missing or voided receipts during the audit period.
- Cash Handling: Surprise cash counts were conducted quarterly. There were no issues or incidents to report.
- Recordkeeping: Fee books and financial records are computer-generated and stored securely, in accordance with Texas Code of Criminal Procedure Article 103.009.
- Fee Schedules: Required fee schedules are clearly posted in a public location and also made available on the Ellis County website, as required by Government Code §603.008.

Recommendations

In accordance with Local Government Code §114.044, Constables are required to submit monthly reports to the Commissioners Court summarizing the collections of fines, judgments, and jury fee.

In accordance with Local Government Code §154.044, Constables are required to submit a monthly report to the Auditor's Office, providing an itemized and sworn statement of all expenses claims during the preceding month.

During the audit, it was noted that these reports had not been submitted for the audit period. While this has not impacted operational integrity, Internal Audit recommends that the office begin submitting these reports moving forward to ensure complete alignment with statutory expectations.

We are confident that implementation of this reporting step will further strengthen the office's transparency and compliance efforts. Internal Audit will support as needed and confirm its integration into routine practices.

In accordance with Local Government Code §86.0021 (2) (b), the person is an active licensed peace officer is required on or before the 270th day after the date a constable takes office, the constable shall provide to the Commissioners Court of the county in which the constable serves evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. Internal Audit recommends that Constable Bounds submit a copy of his Master Peace Officer license to the Commissioners Court no later than September 9, 2025. Submitting the Commissioners Court Agenda Request by this date will ensure it is received at least one week in advance of the scheduled Commissioners Court session on September 16, 2025.

Conclusion

The audit concluded that the Constable Office, Precinct 4, is in strong operational and financial compliance, with one constructive recommendation regarding reporting practices. All other processes reviewed were well-managed and in full compliance with applicable laws.

We commend Constable Mark Bounds and the Precinct 4 staff for their professionalism, responsiveness, and commitment to accountability. Their cooperation throughout the audit process is greatly appreciated.

Staci Parr, CGFO
Ellis County Auditor

COMMISSIONERS COURT AGENDA REQUEST **AS**

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.

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Please fill out this form completely:

DATE: June 12, 2025 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 24, 2025 **Consent Agenda**

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):
Review and Approval of May 2025 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 24, 2025, we compared and examined the monthly report of CHERYL CHAMBERS, Treasurer of Ellis County, Texas, for May 2025, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$117,935,017.84.

John Wray, County Judge

Randy Stinson, Commissioner Pct. 1

Lane Grayson, Commissioner Pct. 2

Louis Ponder, Commissioner Pct. 3

Kyle Butler, Commissioner Pct. 4

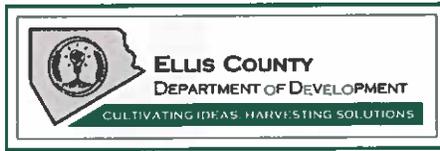
SWORN TO AND SUBSCRIBED BEFORE ME, by John Wray, County Judge and County Commissioners of said Ellis County, each respectively, on this the 24th day of June, 2025.

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

MONTHLY TREASURER REPORT

MAY 2025

FUND	FUND NAME	BEGINNING		RECEIPTS	DISBURSEMENTS	Prior Period Journal Entires	MATURE/ (INVEST) INVESTMENTS	ENDING		INVESTMENT INTEREST	INVESTMENTS BALANCE	TOTAL BALANCE
		CASH BANK BALANCE	BALANCE					CASH BANK BALANCE	BALANCE			
1	General	-2,305,898.13		1,373,987.39	11,448,461.37	193,000.00	9,316,000.00	-2,871,372.11		216,377.73	60,507,261.04	57,635,888.93
2	Road Improvement	91,660.45		3,066.69				94,727.14		9,925.97	2,647,492.76	2,742,219.90
3	Road & Bridge 1	175,169.67		57,642.97	183,610.26			49,202.38		12,538.82	3,367,397.66	3,416,600.04
4	Road & Bridge 2	208,898.16		57,360.56	128,934.95			137,323.77		14,256.33	3,831,035.23	3,968,359.00
5	Road & Bridge 3	58,551.25		57,360.55	186,513.59			24,398.21		4,362.22	1,095,170.18	1,119,568.39
6	Road & Bridge 4	20,755.34		57,370.54	175,807.66			17,318.22		8,917.63	2,301,538.36	2,318,856.58
7	Adult Probation	43,396.53		140,178.99	329,347.96			-45,772.44		4,717.49	1,223,769.84	1,177,997.40
8	Juvenile Probation	78,593.54		630,094.44	368,085.75			359,602.23		581.87	131,243.09	490,845.32
9	FM #1	127,022.14		14,767.23	199,021.65			7,767.72		16,136.40	4,178,745.71	4,186,513.43
10	FM #2	236,356.24		11,332.21	81,630.26			6,058.19		6,698.84	1,772,266.51	1,778,324.70
11	FM #3	280,011.71		11,332.21	120,199.68			5,144.24		6,693.99	1,748,061.55	1,753,205.79
12	FM #4	807.45		11,332.21	97,151.38			14,988.28		9,619.99	2,502,305.44	2,517,293.72
13	Lateral Road	0.65						0.65		1,943.56	520,144.56	520,145.21
14	County & District Court Tech	5,147.99		244.00				5,391.99		186.40	49,884.72	55,276.71
15	Justice Court Tech	9,723.12		1,328.48				11,051.60		892.91	244,759.10	255,810.70
16	DC Archives Records Mgmt	1,655.92		20.00				1,675.92		712.82	195,393.27	197,069.19
17	Jury	-2,469.71		58,343.27	50,283.55			6,955.37		0.00	0.00	6,955.37
18	Permanent Improvements	9,585.47		43,273.91	368,974.37			23,885.01		12,636.91	3,096,829.35	3,120,714.36
19	Law Library	42,690.20		15,710.25	27,891.93			30,508.52		0.00	0.00	30,508.52
21	Records Management	135,588.63		38,580.00				174,168.63		10,913.97	2,920,849.03	3,095,017.66
22	CC Archives Records Mgmt	134,210.55		38,280.00				38,490.55		8,437.91	2,343,101.67	2,381,592.22
23	ROW Available	39,116.33						-153,883.67		0.00	0.00	-153,883.67
24	Fire Marshall Special Fund	50,685.74		8,506.00	1,861.52			57,330.22		793.18	212,275.35	269,605.57
25	Right of Way 2008	0.00						0.00		0.00	0.00	0.00
26	District Court Records Tech	2,633.02		20.00				2,653.02		963.20	264,026.75	266,679.77
27	Road District #1	0.00						0.00		3,668.20	981,702.42	981,702.42
28	Road District #5	0.00						0.00		65.19	17,447.58	17,447.58
29	Road District #16	0.00						0.00		851.23	227,809.10	227,809.10
30	DA Check Processing	8.64			2.13			10.77		572.52	153,221.45	153,232.22
31	DA Drug Forfeiture	18,683.68						18,683.68		1,319.69	353,182.38	371,866.06
32	General Records Mgmt/Pres	46,089.04		11,679.60				57,768.64		3,939.57	1,054,326.00	1,112,094.64
33	Courthouse Security	32,944.12		10,372.61	24,000.00			19,316.73		2,310.22	618,272.85	637,589.58
34	Court Rec. Preservation 51.7	10,321.50		2,700.00				13,021.50		880.03	235,517.36	248,538.86
35	JP Court Bldg Security	0.00						0.00		0.00	0.00	0.00
36	Election Admin. Fees	14,597.68		974.00				15,571.68		588.07	161,197.90	176,769.58
37	Series 1993 Interest & Sinkin	0.00						0.00		0.00	0.00	0.00
38	Series 2007 Interest & Sinkin	2,127.11		25,827.10				14,784.21		3,257.79	876,180.68	890,964.89
39	Grant Pass Through	0.00						0.00		0.00	0.00	0.00



Alb

**Department of Development Agenda Items
Ellis County Commissioners' Court -
June 24, 2025
2:00 PM**

CONSENT AGENDA

Consent Item No. 1

Approval for the County Judge to execute a sanitary control easement for Buena Vista Bethel SUD for their Plant No. 4 located at 3800 Evening Fire Drive, to be filed with the Texas Commission on Environmental Quality and the County Clerk's Office.

Consent Item No. 2

Approval of the Department of Development's (DoD) monthly financial report for May 2025, as required by Chapter 114.044 of the Texas Local Government Code.

REGULAR AGENDA

Agenda Item No. 1.1

Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID No. 178308. The 63.783-acre site is located ± 4,220 feet west of the intersection of Pump House Road and Stacks Road, Ennis, Road and Bridge Precinct No. 1.

Agenda Item No. 1.2

Discussion, consideration, and action to act on a final plat of Jewel Estates. The ± 15.318-acre site is located ± 5,210 feet north of the intersection of FM 813 and Robnett Road, situated in the A. Slayback Survey, Abstract No. 1005, Waxahachie, Road and Bridge Precinct No. 1.

Agenda Item No. 1.3

Discussion, consideration, and action to act on a cancellation request of the Jacob's Addition Tracts 1 & 2 Final Plat. The ± 26.022-acre site is located ± 350 feet west of the intersection of Old Buena Vista Road & Barn Owl Aly, situated in the J.A. Gaona Survey, Abstract No. 386, partially in the extraterritorial jurisdiction of Maypearl, Road and Bridge Precinct No. 3.

EXECUTIVE SESSION

- MUD updates

ELLIS COUNTY COMMISSIONERS COURT		June 24, 2025	
REPORTING DEPARTMENT:		<i>Department of Development</i>	
AGENDA TYPE	Buena Vista-Bethel SUD Sanitary Control Easement DoD Consent Agenda Item No. 1		
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Public Hearing <input type="checkbox"/> Regular <input type="checkbox"/> Administrative			

CAPTION:
Approval for the County Judge to execute a sanitary control easement for Buena Vista Bethel SUD for their Plant No. 4 located at 3800 Evening Fire Drive, to be filed with the Texas Commission on Environmental Quality and the County Clerk's Office.

CASE TYPE:

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

ATTACHMENTS:

- 1) Sanitary Control Easement Exhibit
- 2) Sanitary Control Easement Document

STAFF RECOMMENDATION:

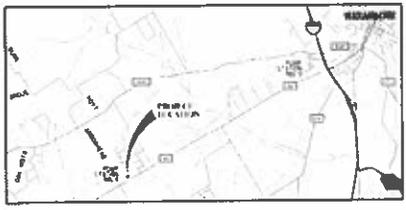
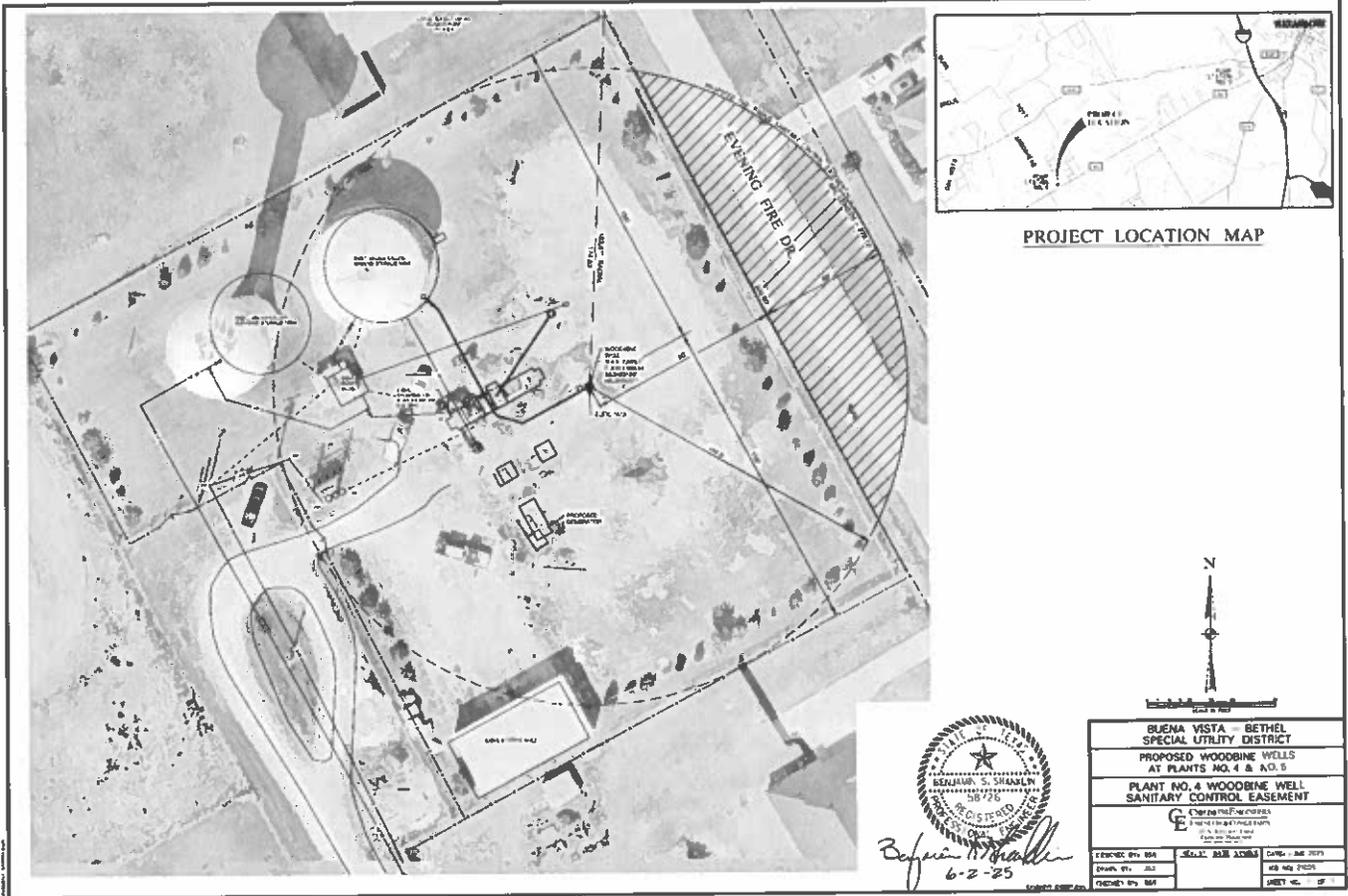
- Approved, as presented
- Approved w/ conditions (See Analysis section)
- Disapprove

PROPOSAL & BACKGROUND INFORMATION:

- Buena Vista Bethel formally requests a 150-foot radius sanitary control easement for a woodbine well located on their facility near Pioneer Point, Phases 1 and 2. A segment of the proposed 150-foot radius, specifically 60 feet, encroaches upon the Evening Fire Drive right-of-way (refer to Attachment No. 1).
- Given that the property has already been platted and recorded, a separate instrument is required. However, as the County is now responsible for the maintenance of Evening Fire Drive, the County must endorse the separate instrument easement as the Grantor prior to its filing.
- The purpose of the easement is to safeguard the water supply of the Buena Vista-Bethel well by prohibiting the construction, existence, or operation of septic tanks or sewage treatment drainfields, underground petroleum or chemical storage tanks, landfill and dump sites, and other similar facilities that could potentially pollute the groundwater sources associated with this well. A comprehensive list can be found in Attachment No. 2.
- Upon approval, the executed documents will be filed with TCEQ and with the County Clerk's Office.

FINAL ANALYSIS:
 Given that a segment necessitating County approval is situated within the right-of-way, the items referenced in the document cannot be constructed within this area. Consequently, this request presents minimal implications on the activities the County would have been able to undertake in any case.

Staff recommends **approval** for the County Judge to execute the sanitary control easement, as presented.



PROJECT LOCATION MAP



Benjamin S. Shamsin
6-2-25

BUENA VISTA - BETHEL SPECIAL UTILITY DISTRICT		
PROPOSED WOODBINE WELLS AT PLANTS NO. 4 & NO. 5		
PLANT NO. 4 WOODBINE WELL SANITARY CONTROL EASEMENT		
		
DESIGNED BY: BSA	SCALE: AS SHOWN	CHECKED: JAE 2025
DRAWN BY: JJJ		DATE: 06/25/25
CHECKED BY: BSA		SHEET NO. OF

Texas Commission on Environmental Quality SANITARY CONTROL EASEMENT

DATE: June 12, 2025

GRANTOR(S): Ellis County

GRANTOR'S ADDRESS: 109 S. Jackson Street, Waxahachie, TX 75165

GRANTEE: Buena Vista-Bethel Special Utility District

GRANTEE'S ADDRESS: 109 S. Oak Branch Road, Waxahachie, TX 75167

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood -treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

The Grantor's property subject to this Easement is described in the documents recorded at: Volume 164, Pages 287 of the Real Property Records of Ellis County, Texas.

PROPERTY SUBJECT TO EASEMENT:

All of that area within a 150-foot radius of the water well located 174.83 feet at a radial of 182.51 degrees from the SE corner of Lot 90 Block P of a Subdivision of Record in Book -----, Page ----- of the County Plat Records, Ellis County, Texas.

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR(S) By:

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF §

BEFORE ME, the undersigned authority, on the day of _____, 2_____, personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed.

Notary Public in and for
THE STATE OF TEXAS
My Commission Expires:
Typed or Printed Name of Notary

Recorded in _____ Courthouse, _____ Texas on _____, 2



A-7

**Department of Development Agenda Items
Ellis County Commissioners' Court -
June 24, 2025
2:00 PM**

CONSENT AGENDA

Consent Item No. 1

Approval for the County Judge to execute a sanitary control easement for Buena Vista Bethel SUD for their Plant No. 4 located at 3800 Evening Fire Drive, to be filed with the Texas Commission on Environmental Quality and the County Clerk's Office.

Consent Item No. 2

Approval of the Department of Development's (DoD) monthly financial report for May 2025, as required by Chapter 114.044 of the Texas Local Government Code.

REGULAR AGENDA

Agenda Item No. 1.1

Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID No. 178308. The 63.783-acre site is located \pm 4,220 feet west of the intersection of Pump House Road and Stacks Road, Ennis, Road and Bridge Precinct No. 1.

Agenda Item No. 1.2

Discussion, consideration, and action to act on a final plat of Jewel Estates. The \pm 15.318-acre site is located \pm 5,210 feet north of the intersection of FM 813 and Robnett Road, situated in the A. Slayback Survey, Abstract No. 1005, Waxahachie, Road and Bridge Precinct No. 1.

Agenda Item No. 1.3

Discussion, consideration, and action to act on a cancellation request of the Jacob's Addition Tracts 1 & 2 Final Plat. The \pm 26.022-acre site is located \pm 350 feet west of the intersection of Old Buena Vista Road & Barn Owl Aly, situated in the J.A. Gaona Survey, Abstract No. 386, partially in the extraterritorial jurisdiction of Maypearl, Road and Bridge Precinct No. 3.

EXECUTIVE SESSION

- MUD updates

ELLIS COUNTY COMMISSIONERS COURT		Court Date: June 24, 2025	
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 2025 CONSENT AGENDA ITEM		

AGENDA CAPTION:
 Approval of the Department of Development's (DoD) monthly financial report for May 2025, 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 2025.

REVENUE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0000-202500	TCEQ Line Item	\$ 600.00
001-0060-400580	PWA (Permits)	\$ 24,600.00
001-0060-400720	Plats (Subdivisions)	\$ 9,260.00
001-0060-400940	Septic Fees	\$ 36,385.00
001-0060-406080	Misc. Fees	\$ 940.00
001-0921-406260	Recording Fees	\$ 1,015.00
003-0601-400920	Pct. No. 1 – Subdivision Percentage (Road) Fees	\$ 0.00
004-0652-400920	Pct. No. 2 – Subdivision Percentage (Road) Fees	\$ 0.00
005-0703-400920	Pct. No. 3 – Subdivision Percentage (Road) Fees	\$ 0.00
006-0754-400920	Pct. No. 4 – Subdivision Percentage (Road) Fees	\$ 0.00
076-0976-409760	Subdivision Inspection Fees (Special Fund)	\$ 5,138.00
REVENUES		\$ 77,938.00

EXPENSE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0060-506010	Travel Reimbursement	\$ 0.00
001-0060-507030	Telephone	\$ 385.53
001-0060-508010	Supplies	\$ 684.10
001-0060-508020	Equipment	\$ 1,002.05
001-0060-508050	Conference	\$ 125.00
001-0060-508060	Dues	\$ 0.00
001-0060-508080	Auto Gas	\$ 1,305.75
001-0060-508090	Auto Repairs	\$ 0.00
001-0060-508100	Auto Tires	\$ 0.00
001-0060-508190	Computer	\$ 229.38
001-0060-508210	Uniform	\$ 0.00
001-0060-508680	Contract Services	\$ 271.87
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		\$ 4,962.01

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COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: June 17, 2025

NAME: Tim Birdwell

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

DEPARTMENT OR ASSOCIATION: Ellis County Fire Marshal

ADDRESS: 302 N. Monroe Ste. 235

PREFERRED DATE TO BE PLACE ON AGENDA: June 24, 2025

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

ESD#4 Red Oak - Texas Health and Safety Code Title 9.B Chapter 775.082 (d), request an extension of 30-days to complete the Audit Report 2024 for ESD#4 Red Oak.

*

County Attorney Approval

Ellis County Emergency Services District 4
PO Box 2746
Red Oak, Texas 75154

June 16th, 2025

Ellis County Commissioners Court

Ref: 30 Day Entention

Dear Ellis County Commissioners Court,

Ellis County ESD No. 4 is requesting a 30 day extension for our annual audit due June 1st 2025.

On Behalf of Ellis County ESD 4 Board

Sincerely,

Shaun Malone
President
Ellis County ESD #4

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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 17, 2025

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, 2025

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

Approval of Audit Report for the following ESD Board of Directors: Pursuant to 775.082, Texas Health and Safety Code, please accept the annual Audit Report of the fiscal accounts and records of Emergency Services District in Ellis County for **ESD#6 Waxahachie**

*

County Attorney Approval

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6

ANNUAL FINANCIAL REPORT

For the Fiscal Year Ended September 30, 2024

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
ANNUAL FINANCIAL REPORT
For the Fiscal Year Ended September 30, 2024

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YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Ellis County Emergency Services District #6

Opinions

We have audited the accompanying financial statements of the governmental activities and general fund of Ellis County Emergency Services District #6, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Ellis County Emergency Services District #6's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and general fund of Ellis County Emergency Services District #6, as of September 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Ellis County Emergency Services District #6, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Ellis County Emergency Services District #6's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Ellis County Emergency Services District #6's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Ellis County Emergency Services District #6's ability to continue as a going concern for a reasonable period of time.

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

Required Supplementary Information

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

YWRD, P.C.

YWRD, P.C.
Certified Public Accountants

Waxahachie, Texas
June 16, 2025

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Ellis County Emergency Services District #6, we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended September 30, 2024.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year by \$2,699,750 (net position), of which \$1,073,102 is unrestricted and available for use within the District's policies.
- The District's total net position increased by \$235,789.
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$1,058,975 or 95.0% of the total general fund expenditures.

OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

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

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

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

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

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

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

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

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

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with this budget.

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

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

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

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the District, assets exceeded liabilities by \$2,699,750 as of September 30, 2024.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6'S NET POSITION

	<u>2024</u>	<u>2023</u>
Current and other assets	\$ 1,118,301	\$ 807,247
Capital assets	<u>1,697,567</u>	<u>1,885,864</u>
Total assets	<u>2,815,868</u>	<u>2,693,111</u>
Long term liabilities	70,919	153,271
Other liabilities	<u>45,199</u>	<u>75,879</u>
Total liabilities	<u>116,118</u>	<u>229,150</u>
Net Position:		
Net investment in capital assets	1,626,648	1,732,593
Unrestricted	<u>1,073,102</u>	<u>731,368</u>
Total net position	<u>\$ 2,699,750</u>	<u>\$ 2,463,961</u>

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

Analysis of the District's Operations. The following table provides a summary of the District's operations for the year ended September 30, 2024. Governmental activities increased the District's net position by \$235,789.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6'S CHANGES IN NET POSITION

	<u>2024</u>	<u>2023</u>
Revenues:		
Program revenues:		
Capital grants and contributions	\$ 26,955	\$ 30,414
General revenues:		
Property taxes	1,317,441	1,190,326
Interest	41,358	7,535
Miscellaneous	50,062	12,179
Total revenues	<u>1,435,816</u>	<u>1,240,454</u>
Expenses:		
Public safety	<u>1,200,027</u>	<u>1,322,867</u>
Total expenses	<u>1,200,027</u>	<u>1,322,867</u>
Change in net position	235,789	(82,413)
Net position - beginning	2,463,961	2,546,374
Net position - ending	<u>\$ 2,699,750</u>	<u>\$ 2,463,961</u>

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

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

The general fund is the sole fund of the District. At the end of the current fiscal year, unassigned fund balance as well as total fund balance was \$1,058,975. As a measure of liquidity, it may be useful to compare both unassigned and total fund balance to total expenditures. Unassigned fund balance as well as total fund balance represents 95.0% of total expenditures. The fund balance of the District's general fund increased \$338,321 during the current fiscal year.

General Fund Budgetary Highlights. Actual general fund revenues of \$1,413,162 exceeded budgeted revenues of \$1,320,783 by \$92,379. Budgeted general fund expenditures of \$1,320,783 exceeded actual expenditures of \$1,131,637 by \$189,146.

CAPITAL ASSETS

The District's investment in capital assets for its governmental activities as of September 30, 2024 amounts to \$1,697,567 (net of accumulated depreciation). This investment in capital assets includes building and machinery and equipment.

**Capital Assets at Year-End
Net of Accumulated Depreciation**

	<u>2024</u>	<u>2023</u>
Building	\$ 707,099	\$ 740,605
Machinery and equipment	990,468	1,145,259
Total	<u>\$ 1,697,567</u>	<u>\$ 1,885,864</u>

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

DEBT ADMINISTRATION

At the end of the current fiscal year, the District had total debt of \$70,919.

**Outstanding Debt at Year End
Note Payable**

	<u>2024</u>	<u>2023</u>
Note payable	<u>\$ 70,919</u>	<u>\$ 153,271</u>

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

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

In the 2024-2025 budget, the District's revenues are budgeted to increase by \$548,335 or 41.52% over the budget for fiscal year 2024.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Ellis County Emergency Services District #6, PO Box 2521, Waxahachie, Texas 75168.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
September 30, 2024

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Net Position</u>
ASSETS			
Cash and cash equivalents	\$ 1,095,624	\$ -	\$ 1,095,624
Accounts receivable	22,677	-	22,677
Capital assets:			
Depreciable (net of accumulated depreciation)	-	1,697,567	1,697,567
Total Assets	<u>\$ 1,118,301</u>	<u>\$ 1,697,567</u>	<u>2,815,868</u>
LIABILITIES			
Accrued payroll payable	\$ 42,581	\$ -	\$ 42,581
Accrued interest	-	2,618	2,618
Noncurrent liabilities:			
Due within one year	-	35,455	35,455
Due in more than one year	-	35,464	35,464
Total Liabilities	<u>42,581</u>	<u>73,537</u>	<u>116,118</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	<u>16,745</u>	<u>(16,745)</u>	<u>-</u>
Total Deferred Inflows of Resources	<u>16,745</u>	<u>(16,745)</u>	<u>-</u>
FUND BALANCE			
Unassigned	<u>1,058,975</u>	<u>(1,058,975)</u>	<u>-</u>
Total Fund Balance	<u>1,058,975</u>	<u>(1,058,975)</u>	<u>-</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 1,118,301</u>		
NET POSITION			
Net investment in capital assets		1,626,648	1,626,648
Unrestricted		<u>1,073,102</u>	<u>1,073,102</u>
Total Net Position		<u>\$ 2,699,750</u>	<u>\$ 2,699,750</u>

See accompanying notes to financial statements.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE
For the Fiscal Year Ended September 30, 2024

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Activities</u>
REVENUES			
Property taxes	\$ 1,317,087	\$ 354	\$ 1,317,441
Interest	41,358	-	41,358
Intergovernmental	13,955	13,000	26,955
Other	80,777	(30,715)	50,062
Total Revenues	<u>1,453,177</u>	<u>(17,361)</u>	<u>1,435,816</u>
EXPENDITURES/EXPENSES			
Current:			
Contract Fire - ESD#6 VFD	219,783	(60,172)	159,611
Contract Fire - Forreston VFD	67,958	680	68,638
Utilities	300	-	300
Administration and office	526,156	-	526,156
Training	5,927	-	5,927
Communications equipment	23,800	-	23,800
Legal	11,007	-	11,007
Appraisal district	8,762	-	8,762
Audit	19,200	-	19,200
Collection fee	24,922	-	24,922
Insurance	116,279	-	116,279
Depreciation	-	231,954	231,954
Capital expenditures:			
Capital improvements fund	1,880	(1,880)	-
Debt service:			
Principal retirement	82,352	(82,352)	-
Interest charges	6,530	(3,059)	3,471
Total debt service	<u>88,882</u>	<u>(85,411)</u>	<u>3,471</u>
Total Expenditures/Expenses	<u>1,114,856</u>	<u>85,171</u>	<u>1,200,027</u>
Net Change in Fund Balance	338,321	(338,321)	-
Change in Net Position	-	235,789	235,789
Fund Balance/Net Position, Beginning of Year	<u>720,654</u>	<u>1,743,307</u>	<u>2,463,961</u>
Fund Balance/Net Position, End of Year	<u>\$ 1,058,975</u>	<u>\$ 1,640,775</u>	<u>\$ 2,699,750</u>

See accompanying notes to financial statements.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Government-wide and fund financial statements

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

B. Reporting entity

The Ellis County Emergency Services District #6 (District) is a grassroots government created by voters in an area to fund fire protection, emergency medical services, or both. The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America.

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

C. Basis of presentation - government-wide financial statements

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

D. Basis of presentation - fund financial statements

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

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

The District reports the following major governmental fund:

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

E. Budgetary and compliance information

1. Budgetary basis of accounting

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

2. Compliance with finance related legal and contractual provisions

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

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

1. Cash and cash equivalents

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

2. Investments

Investments for the District are reported at fair value (generally based on quoted market prices) except for the position in TexPool. In accordance with state law, TexPool operates in conformity with all of the requirements of the Securities and Exchange Commission's (SEC) Rule 2a7 as promulgated under the Investment Company Act of 1940, as amended. Accordingly, TexPool qualifies as a 2a7-like pool and is reported at the net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method. TexPool is subject to regulatory oversight by the State Treasurer, although it is not registered with the SEC.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

The State Comptroller of Public Accounts oversees TexPool. Federated Investors is the full service provider to the pools managing the assets, providing participant services, and arranging for all custody and other functions in support of the pools operations under a contract with the Comptroller.

TexPool is managed conservatively to provide a safe, efficient, and liquid investment alternative to Texas governments. The pools seek to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act. TexPool investments consist exclusively of U.S. Government securities, repurchase agreements collateralized by U.S. Government securities, and AAA-rated no-load money market mutual funds. TexPool is rated AAAM by Standard & Poor's, the highest rating a local government investment pool can achieve. The weighted average maturities of the pools cannot exceed 60 days, with the maximum maturity of any investment limited to 13 months. TexPool, like its participants, is governed by the Texas Public Funds Investment Act, and is in full compliance with the Act.

3. Receivables and allowances for doubtful accounts

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

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

4. Capital assets

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

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

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

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

Assets	Years
Building	15-40
Machinery and equipment	5-20

5. Deferred inflows of resources

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

6. Long-term obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net position.

7. Net position flow assumption

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

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

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

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

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

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

8. Fund balance flow assumption

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

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

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

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

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

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

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

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

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

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

Amounts reported for governmental activities in the statement of net position are different because capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds and because long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. The adjustment to report these amounts included an increase in capital assets of \$1,697,567 and an increase in noncurrent liabilities of \$70,919.

Governmental funds report capital outlays as expenditures. However, in the government-wide statement of activities and changes in net position, the cost of those assets is allocated over their estimated useful lives as depreciation expense. The adjustment to report these amounts included a decrease in expenditures in the amount of \$30,657 and an increase in intergovernmental revenue of \$13,000.

Depreciation expense on capital assets is reported in the government-wide statement of activities and changes in net position, but they do not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditure in governmental funds. The adjustment to report these amounts included an increase in depreciation expense in the amount of \$231,954.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024

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

The issuance of long-term debt (e.g., note payable) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items. Notes payable retired amounted to \$82,352.

Accrued interest expense on long-term debt is reported in the government-wide statement of activities and changes in net position, but does not require the use of current financial resources; therefore, accrued interest expense is not reported as expenditures in governmental funds. The adjustments to report these amounts included an increase in current liabilities of \$2,618 and a decrease in interest expense in the amount of \$3,059.

Receivables not estimated to be collectible within sixty days after the balance sheet date are not considered to be susceptible to accrual and are recorded as unavailable revenue in the fund financial statements. However, in the governmental-wide financial statements these amounts are recognized as revenues. The adjustments to report these amounts included a decrease in unavailable revenue of \$16,745 and an increase in property taxes in the amount of \$354.

NOTE 3 – DETAIL NOTES – ALL FUNDS

A. Cash deposits with financial institutions

Custodial credit risk-deposits. In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. State statutes require that all deposits in financial institutions be fully insured or collateralized by U. S. Government obligations or obligations of Texas and its agencies that have a market value of not less than the principal amount of the deposits. At year end the bank balance of the District's deposits was \$216,526, which was covered by federal depository insurance. The collateral pledged in the District's name by the safekeeping department of the pledging bank's agent and had a fair value of \$950,000.

B. Investments

Public funds of the District may be invested in 1) obligations of the United States of America, its agencies and instrumentalities; 2) certificates of deposit; and 3) local government investment pools.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024

NOTE 3 – DETAIL NOTES – ALL FUNDS (continued)

B. Investments (continued)

The State Treasurer’s Investment Pool (TexPool) operates in accordance with state law, which requires it to meet all of the requirements of Rule 2a-7 of the Securities and Exchange Commission. See note 1.F.2, Investments, for a discussion of how the shares in the Pool are valued. The Pool has a credit rating of AAA from Standard & Poor’s Financial Services. Local government investment pools in this rating category meet the highest standards for credit quality, conservative investment policies, and safety of principal. TexPool invests in a high quality portfolio of debt securities investments legally permissible for municipalities and school districts in the state.

<u>Investment Type</u>	<u>Fair Value</u>
TexPool	\$ 929,994

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. As of September 30, 2024, the District’s investment in TexPool was rated AAA by Standard & Poor’s and Aaa by Moody’s Investors Service.

Concentration of credit risk. The City’s investment policy contains no limitations on the amount that can be invested in any one issuer.

TexPool is considered a cash equivalent on the Government-wide Statement of Net Position and on the Balance Sheets of the Fund Financial Statements.

C. Receivables

Receivables as of year end, including the applicable allowance for uncollectible accounts, are as follows:

<u>Receivables:</u>	
Taxes	\$ 37,576
Less: Allowance for uncollectibles	(14,899)
Net total receivables	\$ 22,677

D. Risk management

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

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024

NOTE 3 – DETAIL NOTES – ALL FUNDS (continued)

E. Capital assets

Capital asset activity for the year ended September 30, 2024, was as follows:

	<u>Beginning Balance</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Balance</u>
Governmental activities:				
Capital assets being depreciated:				
Building	\$ 992,723	\$ -	\$ -	\$ 992,723
Machinery and equipment	3,114,911	43,657	-	3,158,568
Total capital assets being depreciated	<u>4,107,634</u>	<u>43,657</u>	<u>-</u>	<u>4,151,291</u>
Less accumulated depreciation:				
Building	(252,118)	(33,506)	-	(285,624)
Machinery and equipment	(1,969,652)	(198,448)	-	(2,168,100)
Total accumulated depreciation	<u>(2,221,770)</u>	<u>(231,954)</u>	<u>-</u>	<u>(2,453,724)</u>
Total capital assets being depreciated (net)	1,885,864	(188,297)	-	1,697,567
Governmental activities capital assets, net	<u>\$ 1,885,864</u>	<u>\$ (188,297)</u>	<u>\$ -</u>	<u>\$ 1,697,567</u>

Depreciation expense was charged to governmental activities as follows:

Governmental activities	<u>\$ 231,954</u>
-------------------------	-------------------

F. Long-term liabilities

Note Payable -

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

<u>Note Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Year-end Balance</u>	<u>Collateral</u>
\$ 354,546	10/15/2025	3.85%	<u>\$ 70,919</u>	Vehicle

Annual debt service requirements to maturity are as follows -

<u>Year Ending September 30</u>	<u>Note Payable</u>	
	<u>Principal</u>	<u>Interest</u>
2025	\$ 35,455	\$ 2,730
2026	35,464	1,365
	<u>\$ 70,919</u>	<u>\$ 4,095</u>

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024

NOTE 3 – DETAIL NOTES – ALL FUNDS (continued)

F. Long-term liabilities (continued)

Changes in long-term liabilities -

Long-term liability activity for the year ended September 30, 2024, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Note payable	\$ 153,271	\$ -	\$ (82,352)	\$ 70,919	\$ 35,455
Long-term liabilities	<u>\$ 153,271</u>	<u>\$ -</u>	<u>\$ (82,352)</u>	<u>\$ 70,919</u>	<u>\$ 35,455</u>

G. Subsequent events

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

- Purchase of a brush truck for approximately \$257,000 with a note payable.
- Contract for Station 2 design and general contractor services with an initial payment of \$10,000 and a monthly payment of \$4,750 until the certificate of occupancy is issued.
- Contract for Station 2 construction services ranging from \$3,955,000 to \$4,367,000.
- Lease contract for commercial space with a term of one year and annual cost of \$66,000.

REQUIRED SUPPLEMENTARY INFORMATION

Major Governmental Fund

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

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #6
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND

For the Fiscal Year Ended September 30, 2024

	Original and Final Budgeted Amounts	Actual GAAP Basis	Adjustments Budget Basis	Actual Budget Basis	Variance with Final Budget - Over (Under) Budget
REVENUES					
Property taxes	\$ 1,318,283	\$ 1,317,087	\$ (26,603)	\$ 1,290,484	\$ (27,799)
Interest	2,500	41,358	(992)	40,366	37,866
Intergovernmental	-	13,955	-	13,955	13,955
Other	-	80,777	(12,420)	68,357	68,357
Total Revenues	<u>1,320,783</u>	<u>1,453,177</u>	<u>(40,015)</u>	<u>1,413,162</u>	<u>92,379</u>
EXPENDITURES					
Current:					
Contract Fire - ESD#6 VFD	212,199	219,783	-	219,783	7,584
Contract Fire - Forreston VFD	121,042	67,958	-	67,958	(53,084)
Utilities	360	300	-	300	(60)
Administration and office	540,126	526,156	3,863	530,019	(10,107)
Due and memberships	1,125	-	-	-	(1,125)
Training	2,500	5,927	-	5,927	3,427
Communications equipment	25,000	23,800	-	23,800	(1,200)
Legal	6,000	11,007	-	11,007	5,007
Appraisal district	10,000	8,762	-	8,762	(1,238)
Audit	12,000	19,200	27,300	46,500	34,500
Collection fee	-	24,922	(24,922)	-	-
Insurance	136,000	116,279	-	116,279	(19,721)
Capital expenditures:					
Capital improvements fund	139,631	1,880	10,540	12,420	(127,211)
Debt service:					
Principal retirement	114,800	82,352	6,530	88,882	(25,918)
Interest and fiscal charges	-	6,530	(6,530)	-	-
Total debt service	<u>114,800</u>	<u>88,882</u>	<u>-</u>	<u>88,882</u>	<u>(25,918)</u>
Total Expenditures	<u>1,320,783</u>	<u>1,114,856</u>	<u>16,781</u>	<u>1,131,637</u>	<u>(189,146)</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ 338,321</u>	<u>\$ (56,796)</u>	<u>\$ 281,525</u>	<u>\$ 281,525</u>

1. Budgetary basis of accounting

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

COMMISSIONERS COURT AGENDA REQUEST

A 10

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: 6/17/2025 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 201, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 6/24/2025 Consent Agenda

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

Discussion, consideration, and approval to amend the "Telematics Services Agreement, Minute Order 110.25" between Ellis County and Enterprise Fleet Management, Inc.

TELEMATICS SERVICES AGREEMENT

As of this 24 day of June , 2025, (the "Effective Date") the parties below have agreed to the following Telematics Services Agreement (the "Agreement"), to be effective upon the later of the Effective Date of this Agreement and the effective dates of the following agreement(s) between the parties.

[select any or all that apply]

- Master Equity Lease Agreement (with schedules), dated January 23, 2025.
- Master Walkaway Lease Agreement (with schedules), dated _____, 2025.

WHEREAS, Enterprise Fleet Management, Inc. ("EFM") offers in-vehicle Telematics Device(s) (as defined below) from select partners and EFM is willing to make the Telematics Device available for purchase, installation and use by Customer, as defined below, consistent with the terms of this Agreement; and

WHEREAS, the undersigned (the "Customer") desires to purchase, have installed and use the Telematics Device in accordance with the terms of this Agreement;

WHEREAS, in connection with the Telematics Device, Customer will have to obtain wireless services and software services from third party service providers other than EFM; and

NOW THEREFORE, in consideration for the mutual promises contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following.

1. Telematics Device Acknowledgement and Release. The Telematics Device(s) shall mean any systems, hardware, software and/or other components and services that enable the collection, generation and/or transmission of information about the condition and/or operation of the Vehicle (as defined below), driving activities or actions of the Vehicle driver, Vehicle locations traveled and mileage driven and/or other Vehicle mechanical and operational data (the "Telematics Data" or "Data"). Customer acknowledges that the functionality of Telematics Devices and types of Data generated or available may change. By its signature below, Customer acknowledges that the Telematic Device may include systems which utilize cellular telephone and/or radio signals to transmit Data and communication and, therefore, privacy of such Data cannot be guaranteed and is specifically disclaimed as a condition of this Agreement and as a condition to receiving the Telematics Device. **CUSTOMER RELEASES EFM AND ITS PARENT COMPANY AND AFFILIATES, THE OPERATOR OF THE TELEMATICS SYSTEM, THE APPLICABLE SOFTWARE PROVIDER(S), THE WIRELESS CARRIER(S) AND OTHER SUPPLIERS OF COMPONENTS AND/OR SERVICES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS FROM ANY DAMAGE (INCLUDING INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES) TO PERSONS (INCLUDING WITHOUT LIMITATION CUSTOMER AND ANY DRIVER OR PASSENGER OF THE VEHICLE) OR PROPERTY ARISING FROM (I) THE INSTALLATION AND USE OF THE TELEMATICS DEVICE AND/OR (II) ANY FAILURE OF THE TELEMATICS DEVICE TO OPERATE PROPERLY.** Third party service providers are not agents or employees of EFM, and EFM shall have no liability or responsibility with respect to the acts or omissions of those parties.

2 Use, Access, Ownership and Storage of Telematics Data. Customer acknowledges that the Telematics Data may be collected, generated and transmitted and that Customer shall be entitled to access, use and disclose such Data in its sole discretion. Customer shall be considered the owner of all such Data. Customer retains ultimate and sole responsibility with regard to (i) the selection of categories of Data and establishment of parameters and criteria Customer wishes to receive through its utilization of a Telematics Device, (ii) the types of reports Customer wishes to receive based on the categories of Data and criteria and parameters Customer has selected, and (iii) the monitoring, usage and disclosure of such Data. By way of example, EFM may provide Customer a driver safety scorecard based on categories of Data and safety criteria and an overall scoring methodology selected by Customer; EFM will provide Customer reports strictly based on Customer's criteria and Customer will be solely responsible for interpreting and drawing conclusions from the reports, including whether, based on Customer's criteria, a driver is actually a safe driver or not, and Customer will be solely responsible for deciding what action, if any, should be taken regarding any particular drivers.

EFM's responsibility to Customer with respect to the Data shall be limited as follows: (i) to arrange for the storage of the Data, which may be stored in EFM's environment, an EFM affiliate's environment and/or in an unaffiliated third party subcontractor's environment; (ii) to provide access to the Data to Customer; and (iii) to provide reports to the Customer solely based on categories of Data and parameters identified and selected by Customer.

Customer agrees that EFM and its parent company and affiliates may:

- (A) Collect, access, use and/or disclose the Data for the following purposes: (a) to provide services to Customer; (b) to provide or offer additional products and services to Customer; (c) to check, maintain, diagnose, update or repair Customer's Vehicles; (d) to assist or support Customer with managing its vehicle fleet (e) to comply with any other request from Customer; and/or (f) to disclose the Data to a third party as is necessary to accomplish (a) through (e). If additional services are required, the parties may need to enter into a separate agreement;
- (B) Collect, access, use and/or disclose the Data to comply with the request or order of a governmental or law enforcement authority; and
- (C) Collect, access, use and/or disclose aggregated and anonymized Data for any purposes.

For clarity, no access and/or use of the Data by EFM or its parent company or affiliates shall impose on EFM, its parent company or affiliates any responsibility to monitor the Data or Customer's drivers and/or fleet for any purpose, including without limitation, for safety purposes, and Customer hereby releases and holds harmless EFM from any liability, claims or damages relating thereto. For purposes hereof, "monitor" means the process of reviewing, checking and/or evaluating the Data, whether over a period of time, as part of a regular review or otherwise.

3. Compliance with Privacy Laws; Notices and Consents. Customer agrees to comply with any and all federal, state and local laws, rules, and regulations pertaining to the collection, storage, protection, sharing and use of, and access to, the Telematics Data ("Laws"). Customer will also (a) provide notice to employees/drivers of a Vehicle equipped with a Telematics Device that such Vehicle is so equipped, resulting in the collection, use, sharing and storage of Data, and that such collection, use, sharing and/or storage may be undertaken by Customer, EFM or a third party; and (b) obtain driver consent to the collection, use, sharing and storage of such Data as described in this Agreement.

4. Vehicles. This Agreement shall only apply to those vehicles (i) leased to Customer by EFM or an affiliate of EFM in which EFM is servicer under such lease or (ii) owned by Customer, provided that Customer has a valid Master Walkaway or Equity Lease Agreement (with schedules) in force with EFM or an affiliate of EFM ((i) or (ii), a "Vehicle").

5. Purchase, Activation and Warranty. Customer shall pay EFM the standard price as set by EFM for each Telematics Device. Warranty terms and other terms and conditions shall be those as provided by the hardware and equipment manufacturer(s) and software licensor(s) at the time of installation. Customer acknowledges that EFM does not provide the software or hardware for the telematics services on the Vehicles, but rather EFM arranges for provision of the same by third parties. **EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES (INCLUDING ANY TELEMATICS SERVICES) PROVIDED FOR UNDER THIS AGREEMENT BY EFM OR THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPLIANCE WITH SPECIFICATIONS, AVAILABILITY, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. FURTHERMORE, EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE TELEMATICS DEVICE(S) WILL NOT BE SUBJECT TO EAVESDROPPERS, HACKERS, ATTACKS, VIRUS, INTERCEPTORS OR ANY SIMILAR THREAT. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF ANY CHARGES DUE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES AND THEIR AFFILIATES.**

6. Training. The third party service provider shall provide Customer and its employees with training and support materials on the functionality and use of the Telematics Device(s). At all times, Customer shall

utilize commercially reasonable efforts to adhere to the training and maintain the Telematics Device(s) in a good and safe operating condition (normal wear and tear excepted).

7. Wireless Service Provider and Agreement; Software Agreement; Termination. Customer shall execute a Wireless Service Agreement with a telecommunications carrier identified by EFM as a condition to the purchase and installation of the Telematics Devices. Customer shall also execute an on-line End User Software Agreement with a third party vendor identified by EFM that licenses to Customer the software necessary to support the use of the Telematics Devices. Customer acknowledges and agrees that EFM will have no liability or obligation with respect to any third party vendor or telecommunications carrier or any services provided by either, including, without limitation, any costs or expenses relating to any delay, failure or disruption of wireless services or software. Customer acknowledges that the Wireless Services Agreement and/or End User Software Agreement will provide for an ongoing, regular monthly charge, payable by Customer, for the use of the wireless services and software associated with the Telematics Devices by Customer. The monthly billing for the program will come from either (1) Geotab or (2) the wireless carrier based on the service selected. EFM shall not be a party to such Wireless Services Agreement or End User Software Agreements but termination of the same (for any reason) shall terminate this Agreement, unless otherwise agreed in writing by EFM. Termination of the agreement(s), as described above, with respect to the Vehicles and termination of this Agreement may terminate Customer's Wireless Services Agreement. Early termination of the Wireless Services Agreement may require Customer to pay an early termination fee or other charges. Customer agrees to provide EFM with prompt and complete notice of any termination of its Wireless Service Agreement and any other modifications to the same. This Agreement will terminate upon the earlier to occur of (i) written notice by EFM to Customer, and (ii) upon expiration or termination of all leases between Customer and EFM or an affiliate of EFM.

8. Indemnification. Customer warrants, represents, and agrees to defend, indemnify and hold EFM, its parent company, and its affiliates and their employees, officers, directors and managers ("EFM Indemnified Persons") harmless from and against any and all losses, damages, liabilities, suits, claims, demands, causes of action, government investigations, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) ("Losses") which an EFM Indemnified Person(s) may incur by reason of the following: (a) Customer's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or its Wireless Services Agreement or End User Software Agreement; (b) as a result of any loss, claim, damage, theft or destruction of any hardware or software, or related to or arising out of or in connection with the use, operation or condition of any of the Telematics Device(s) or Telematics Data; (c) any failure by Customer to provide any requisite disclosures or notice, or to obtain any consent or opt-out relating to the use of a Telematics Device or the collection and use of the Telematics Data pursuant to Section 3 of this Agreement or as may be required by applicable law; (d) any failure by Customer and/or its designated agents to properly access, monitor, use, secure or safeguard any Data; (e) any deliberate attack, interception, hack or interference with the Telematics Device(s) by any person, the result of which may allow such person to gain control of the Vehicle or unauthorized access to Data; and (f) any allegation or claim that an EFM Indemnified Person has or had a duty to monitor the Vehicles or Telematics Device(s) or duty to warn Customer or any other person, company or governmental authority with respect to Data obtained by the Telematics Device(s) or any similar claim.

EFM agrees to defend, indemnify and hold Customer harmless from and against any and all Losses which Customer may incur by reason of the following: (a) EFM's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement; and (b) any failure by EFM to comply with Laws applicable to EFM and the services provided by EFM to Customer under this Agreement.

The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. Limitation of Liability. IN NO EVENT SHALL EFM, ITS PARENT COMPANY OR ANY OF THEIR AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF DATA, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.



FLEET MANAGEMENT

10. Miscellaneous. All terms and conditions of the agreement(s) otherwise referenced herein shall continue in full force and effect and are hereby ratified and confirmed by the parties. The parties agree that this Agreement is the full and complete agreement between the parties with respect to the Telematics Device described herein and shall only be modified upon written agreement of both parties hereto. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Customer may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM, which shall be in EFM's sole discretion. Any provision of this Agreement may be amended, but only if such amendment is in writing and is signed by Customer and EFM. EFM may provide additional services related to this Agreement in the future, and the parties agree that if Customer elects such additional services, the parties will amend this Agreement related to such services.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles).

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGE TO FOLLOW



FLEET MANAGEMENT

IN WITNESS, the parties have executed this Agreement, as of the dates respectively provided below.

ENTERPRISE FLEET MANAGEMENT, INC.

Ellis County, Texas

By:
Title:
Address:
Date:

By:
Title:
Address:
Date:

All

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 6.19.2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Ryan Garrett

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Judge

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 6.24.2025

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

*** CONSENT ***
Approval of a letter of support to the Trinity River Authority (TRA) for their application to the TCEQ 319 program enabling TRA to continue efforts of replacing failing septic systems in the Joe Pool Lake Watershed.

COMMISSIONERS COURT AGENDA REQUEST

F1

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

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

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

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

Please fill out this form completely:

DATE: 06/13/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Staci Parr

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06/24/2025

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

****CONSENT AGENDA - FINANCIAL****
Accept Donation of \$400 from Sean Flannery to the Veterans Treatment Court as Unanticipated Revenue,

****SPECIAL BUDGET REQUEST****
INCREASE - 001-0190-500998 - VTC Expenses

Pursuant to Texas Local Government Code §111.0108, unanticipated revenue certified by County Auditor.



Ellis County Treasurer

Cheryl Chambers
101 W. Main Street, Suite 203
Waxahachie TX 75165
Phone: (972) 825-5127

Official Receipt

Receipt Number:
R2025-01420

Receipt Date
06/05/2025

Received From: SEAN FLANNERY CAMPAIGN

Comments: 6/02/2025 VTC DONATION REVENUE

Description	Account #	Amount
VETERANS TREATMENT COURT		\$400.00
VETERANS TREATMENT DONATION REVENUE	001-0190-400998	400.00

Check 361660	\$400.00	Total Amount	\$400.00
		Total paid	\$400.00
		Change	\$0.00

Issued By: LHarley *HL* Batch: B06052025-00116



FUND FOR VETERANS' TREATMENT COURT DONATION FORM

THANK YOU!

Whether you are a longtime supporter or are giving for the first time, thank you for your commitment to helping Ellis County's Veterans and their families. Please use this form to mail in or electronically submit your donation.

Mail your donation along with this completed form to:

Ellis County Auditor's Office
Attn: Staci Parr
101 W. Main Street, Suite 302
Waxahachie, Texas 75165

RECEIVED

JUN 11 2025

ELLIS COUNTY AUDITOR

DONATION AMOUNT: \$

\$400.00

DATE:

6/2/25

DONOR INFORMATION

Full Name: Sean Flannery
Organization Name: Sean Flannery Campaign
Address: 1631 Stainback rd
City: Red Oak, TX 75154
Email Address: scflannery1@gmail.com

Check this box if you would like for your donation to remain anonymous

Comments:

Thank you for all you do for Veterans!

01-0190-400998

VTC Donation Revenue

Thank you for your donation!

More information about the Ellis County Veterans' Treatment Court can be found at:
<https://www.co.ellis.tx.us/1212/Veterans-Treatment-Court> or you can call (972)825-5458.

COMMISSIONERS COURT AGENDA REQUEST

F2

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

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

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

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

Please fill out this form completely:

DATE: 06/13/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Staci Parr

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06/24/2025

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

****CONSENT AGENDA - FINANCIAL****
Accept Donation of \$1,500 from the Wolter-Ashley Memorial VFW Post 3894 to the Veterans Treatment Court as Unanticipated Revenue,

****SPECIAL BUDGET REQUEST****
INCREASE - 001-0190-500998 - VTC Expenses

Pursuant to Texas Local Government Code §111.0108, unanticipated revenue certified by County Auditor.



Ellis County Treasurer
 Cheryl Chambers
 101 W. Main Street, Suite 203
 Waxahachie TX 75165
 Phone: (972) 825-6127

Official Receipt

Receipt Number:
R2025-01483

Receipt Date
06/11/2025

Received From: WOLTER-ASHLEY MEMORIAL - VFW POST 3894

Comments: 6/10/2025 VTC DONATION REVENUE

Description	Account #	Amount
VETERANS TREATMENT COURT		\$1,500.00
VETERANS TREATMENT DONATION REVENUE	001-0190-400998	1500.00

Check 1839	\$1,500.00	Total Amount	\$1,500.00
		Total paid	\$1,500.00
		Change	\$0.00

Issued By: LHartley  Batch: B06112025-00120



FUND FOR VETERANS' TREATMENT COURT DONATION FORM

THANK YOU!

Whether you are a longtime supporter or are giving for the first time, thank you for your commitment to helping Ellis County's Veterans and their families. Please use this form to mail in or electronically submit your donation.

Mail your donation along with this completed form to:

Ellis County Auditor's Office
Attn: Staci Parr
101 W. Main Street, Suite 302
Waxahachie, Texas 75165

DONATION AMOUNT: \$

1500.00

DATE: 6/4/25

DONOR INFORMATION

Full Name:

E. Chris Sandoval II

RECEIVED

JUN 10 2025

Organization Name:

VFW Post 3894

ELLIS COUNTY TREASURER

Address:

1405 North I-35 East

City:

Waxahachie, TX 75165

Email Address:

Post 3894. Commander @ gmail. com

Check this box if you would like for your donation to remain anonymous

Comments:

Paid with Check # 1839 - ECSE

001-0190-400998

VTC Donation

Thank you for your donation

More information about the Ellis County Veterans' Treatment Court
<https://www.co.ellis.tx.us/1212/Veterans-Treatment-Court> or



WOLTER-ASHLEY MEMORIAL

Post 3894 Veterans Of Foreign Wars
Bingo Account Lic# 217796
1405 North I-35E
WAXAHACHIE, TX 75168 75165
(972) 937-7007



1839

DATE 6/4/25

PAY TO THE ORDER OF

Ellis County Auditor's Office

\$ 1,500.00

One Thousand Five Hundred and no/100

DOLLARS

	<u>Donation to Veterans</u>		
	<u>Treatment Court</u>	<u>1500</u>	<u>00</u>

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

Ray C. [Signature]
James K. [Signature]



RECEIVED

JUN 10 2025

ELLIS COUNTY TREASURER

COMMISSIONERS COURT AGENDA REQUEST

F3

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

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

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

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Please fill out this form completely:

DATE: 06/17/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Staci Parr

PHONE: 972-825-5123

FAX: 972-825-5124

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06/24/2025

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

**** Consent Agenda ****

Request for approval to disburse property tax refunds in the amount of \$15,358.50 by the Ellis County Tax Assessor Collections Office.



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



Richard Rozler
Ellis County Tax Assessor/Collector

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

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

June 17, 2025

Request for Approval of June 24, 2025
Commissioner's Court

Refund to be issued	Account #	Refund Amount
Praxis Companies	184269	\$4,572.64
Corelogic Tax Services, LLC	139801	\$10,785.86
Total Refunds:		\$15,358.50

Rachel Conte Director - Property Tax

John Wray, County Judge

Commission Ponder, Pct. 3

Commissioner Stinson, Pct 1

Commissioner Butler, Pct. 4

Commissioner Grayson, Pct 2



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

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

Print Date: 05 27/2025
 Deposit No.: 250306TB544

PRAXIS COMPANIES LLC
 435 INDUSTRIAL RD
 SAVANNAH, TN 38372

Account Number 184269	
Legal Description of the Property 394 R GLINN 7.623 ACRES 1404 S KAUFMAN ST 75119	
OWNER PRAXIS COMPANIES LLC	

2024 OVERAGE AMOUNT \$4,572.64

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

Dear Taxpayer,

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 311(c) Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Name: <u>Praxis Companies LLC</u>				
	Address: <u>435 Industrial Rd.</u>				
	City, State, Zip: <u>Savannah, TN 38372</u>		E-Mail Address: <u>jhallingsworth@adurkathatrouse.com</u>		
	Daytime Phone No.: <u>731-926-1992 x1305</u>		Date Paid: <u>2/26/25</u>		
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Praxis Companies LLC	310989	2/26/25	\$ 52,849.39	
	TOTAL AMOUNT PAID (sum of the above amounts)				
	Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.				
<input type="checkbox"/> I paid this account in error and I am entitled to the refund.					
<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.					
This payment should have been applied to other tax account(s) and or year(s) (listed below): <u>Account # 184269 overpaid \$4,572.64</u>					
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			DATE: <u>6/3/25</u>	
	SIGNATURE OF REQUESTOR (REQUIRED)			DATE	
<u>Hallingsworth</u>			<u>6/3/25</u>		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____					

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

THE FACE OF THIS DOCUMENT WAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT MUST BE KEPT FOR BACK WITH INDUSTRY SECURITY CON.



The Praxis Companies, LLC
435 Industrial Rd.
Savannah, TN 38372

Wells Fargo Bank, N.A.
San Francisco, CA

11-24 310989
1210

CHECK DATE	CHECK NO.
2/26/25	310989

THE SUM OF FIFTY-TWO THOUSAND EIGHT HUNDRED FORTY-NINE DOLLARS

AMOUNT
*****52,849.39

PAY TO THE ORDER OF

ELLIS COUNTY TAX ASSESSOR-COLL PO DRAMER 188 109 S JACKSON MAXAMACHIE, TX 75168-0188

[Handwritten Signature]

⑆ 3 10989 ⑆ ⑆ 121000248⑆ 4186441283⑆



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

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

Print Date: 05/09/2025
Deposit No.:

CORELOGIC TAX SERVICES
3001 HACKBERRY RD
IRVING, TX 75063

Account Number 139801	
Legal Description of the Property LOT 33 BLK C CRYSTAL FOREST ESTS PH V 1.075 AC	
3220 BAYLOR BLVD 76065	
OWNER: ALFHEED TARIQ	

2024 OVERAGE AMOUNT \$10,785.86

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Where should the refund be issued to?			
	Name: CORELOGIC TAX SERVICES LLC			
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Address: PO BOX 9202			
	City, State, Zip: COPPELL TEXAS 75019			
	Daytime Phone No.: 817-699-2106		E-Mail Address: shenshweha@cotality.com	
	Payment made by:	Check No.	Disk Paid	Amount Paid
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	TOTAL AMOUNT PAID (sum of the above amounts)			
	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.			
<input type="checkbox"/>	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Swathi Sharavu</i>		DATE 6/11/2025	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

F4

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 06/16/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Caitlyn Wilkinson

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Behavioral Health

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06/24/2025

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

<p>** Financial Consent Agenda ** Line Item Transfer</p> <p>DECREASE 001-0130-508680 Contract Services by \$15,000 INCREASE 001-0130-508350 Training by \$15,000</p>



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2025

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2025 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0130-508680	CONTRACT SERVICES	\$ 15,000.00
	TOTAL:	\$ 15,000.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0130-508350	TRAINING	\$ 15,000.00
	TOTAL:	\$ 15,000.00

Caitlin Wilkinson

06/09/2025

BEHAVIORAL HEALTH

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

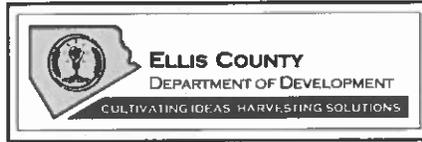
_____ COMMISSIONER PCT. 1

_____ COMMISSIONER PCT. 2

_____ COMMISSIONER PCT. 3

_____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: Patricha Bremer



**Department of Development Agenda Items
Ellis County Commissioners' Court -
June 24, 2025
2:00 PM**

CONSENT AGENDA

Consent Item No. 1

Approval for the County Judge to execute a sanitary control easement for Buena Vista Bethel SUD for their Plant No. 4 located at 3800 Evening Fire Drive, to be filed with the Texas Commission on Environmental Quality and the County Clerk's Office.

Consent Item No. 2

Approval of the Department of Development's (DoD) monthly financial report for May 2025, as required by Chapter 114.044 of the Texas Local Government Code.

REGULAR AGENDA

Agenda Item No. 1.1

Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID No. 178308. The 63.783-acre site is located \pm 4,220 feet west of the intersection of Pump House Road and Stacks Road, Ennis, Road and Bridge Precinct No. 1.

Agenda Item No. 1.2

Discussion, consideration, and action to act on a final plat of Jewel Estates. The \pm 15.318-acre site is located \pm 5,210 feet north of the intersection of FM 813 and Robnett Road, situated in the A. Slayback Survey, Abstract No. 1005, Waxahachie, Road and Bridge Precinct No. 1.

Agenda Item No. 1.3

Discussion, consideration, and action to act on a cancellation request of the Jacob's Addition Tracts 1 & 2 Final Plat. The \pm 26.022-acre site is located \pm 350 feet west of the intersection of Old Buena Vista Road & Barn Owl Aly, situated in the J.A. Gaona Survey, Abstract No. 386, partially in the extraterritorial jurisdiction of Maypearl, Road and Bridge Precinct No. 3.

EXECUTIVE SESSION

- MUD updates

ELLIS COUNTY COMMISSIONERS COURT		June 24, 2025	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Variance Request – Road Frontage - Parcel ID No. 178308 (Stacks Rd.) Pct. No. 1 AGENDA ITEM NO. 1.1		
<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. 178308. The 63.783-acre site is located ± 4,220 feet west of the intersection of Pump House Road and Stacks Road, Ennis, Road and Bridge Precinct No. 1.

CASE TYPE:

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

IDENTIFYING LANDMARK:

Parcel ID No. 178308

APPLICANT(s):

Matthew Taylor

ATTACHMENTS:

- 1) Letter of Request w/ Boundary Survey Exhibit
- 2) Court Order w/ Location Map

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to develop and plat the property, however, it does not meet the minimum 150-foot public road frontage requirement.
- A recent survey of the property shows that there is ± 0 feet of road frontage along Stacks Road.
- Unfortunately, the property falls short of the required road frontage requirements by ± 150 feet. The only way to develop this property is through a variance from the Commissioners Court.
- If approved, the applicant intends to build his homestead on this property and utilize the land as a habitat for wildlife.

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
6/6/2025	Two (2) letters

PERTINENT REGULATION(s):

Below is a summary of the 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	± 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:

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

Should the Commissioners Court decide to approve this variance request for PID No. 178308– allowing one (1) lot to develop without meeting the minimum road frontage requirement – staff requests that it be subject to the following conditions:

1. Applicant shall obtain an access easement for Stacks Road from the adjacent property, filing the document with the County Clerk's Office before obtaining permits from the Department of Development.
2. Any further subdivision of this property shall require a plat meeting those regulations in effect at the time of platting.
3. Approval of this variance request does not extend to any multi-tenant, multi-unit, or commercial structures or businesses without meeting the requirements in effect at that time.

Matt Taylor
110 Bush Circle
Ferris, TX 75125
972-955-7817

March 14, 2025

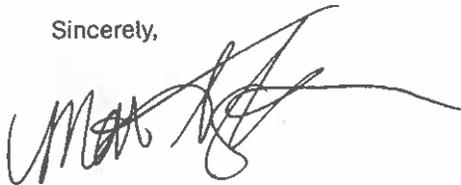
To the Commissioners Court of Ellis County:

I, Matthew Taylor, would like to request a road frontage variance on Property ID 178308 so that I can gain a 911 address and take steps toward building a home on this family property.

My great grandfather, Lott Melvin Penrod, moved from Kentucky and settled in Bristol in the late 1800's. His goal in moving here was to have at least 100 acres to pass along to each one of his children so that they could also do the same. He succeeded. This piece of land that we call Hickory Grove has been in the family for over 100 years. It has passed down the hands of my grandmother to my father and now to me. This is where I would like to call home for the rest of my life and hope I too can pass down to a child of my own. This land will not be sold and will be intended to use as a homestead and a habitat for wildlife.

I ask that you please approve this variance request so that I can live out my lifelong dream of living on the family property as well as continuing to carry out the one laid out by my great-grandfather Penrod. There is not a day that goes by that I do not thank him .

Sincerely,



Matthew Taylor

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On June 24, 2025, 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 John Wray

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, GRANTING A VARIANCE REQUEST TO VOLUME I, SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT STANDARDS REGARDING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENTS FOR PARCEL ID NO. 178308. THE 63.783-ACRE SITE IS LOCATED ± 4,220 FEET WEST OF THE INTERSECTION OF PUMP HOUSE ROAD AND STACKS ROAD, ENNIS, ROAD AND BRIDGE PRECINCT NO. 1, PROVIDING A CONFLICTS CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. GRANTING OF A VARIANCE.

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

SECTION 2. CONDITIONS OF APPROVAL

The variance is hereby granted for Parcel ID No. 178308 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. Applicant shall obtain an access easement for Stacks Road from the adjacent property, filing the document with the County Clerk's Office before obtaining permits from the Department of Development.
2. Any further subdivision of this property shall require a plat meeting those regulations in effect at the time of platting.
3. Approval of this variance request does not extend to any multi-tenant, multi-unit, or 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	± 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 THE 24TH DAY OF JUNE, 2025.

John Wray, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

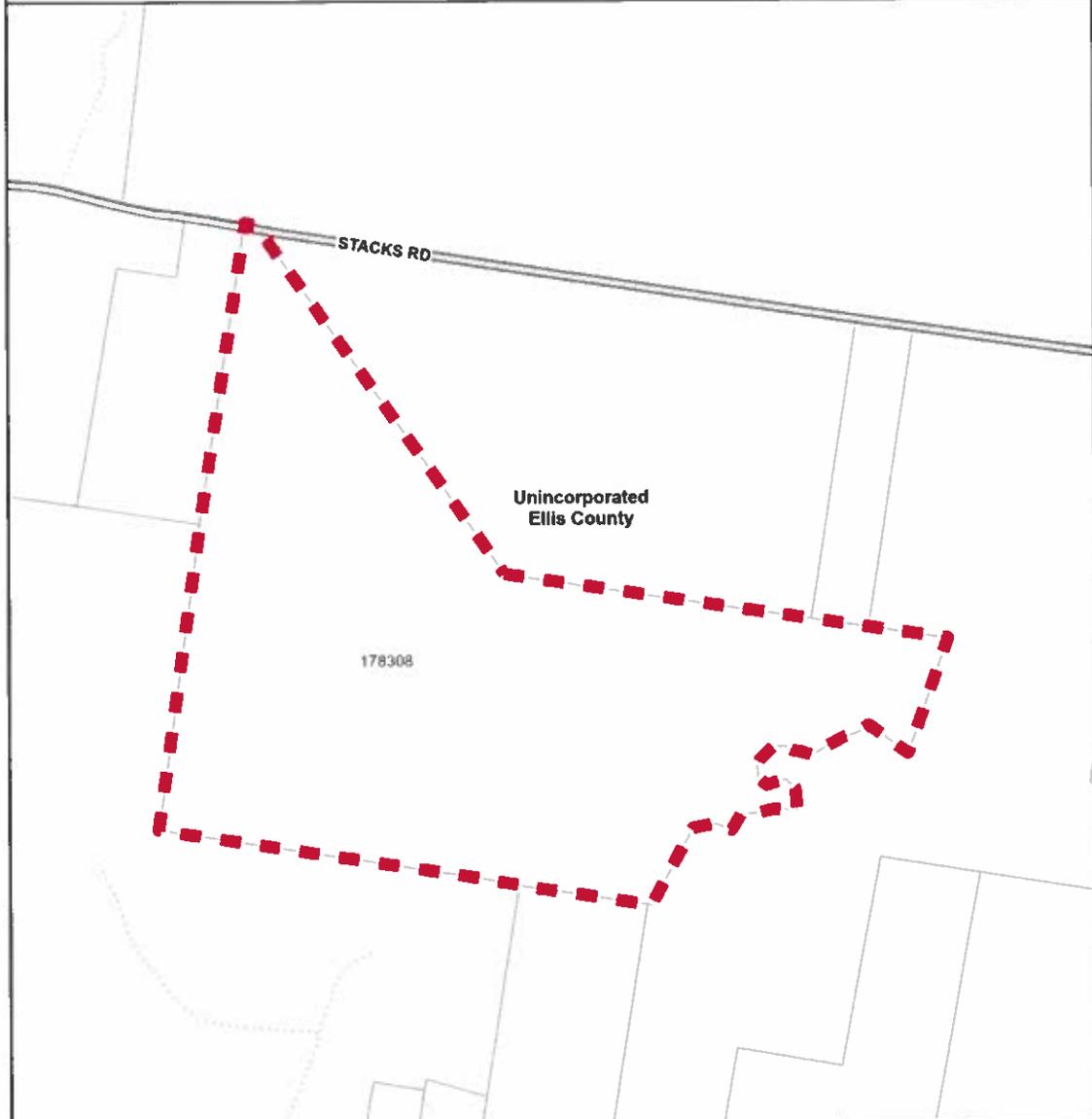
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

Name: **RF Variance PID 178308**
Case Number:
Parcel ID: **178308**

Department of Development
Case Location Map
Date Printed: **3/19/2025**



Cases  Defined Areas 	County Line  Parcels 	Road Centerlines  Minor Arterial  Driveway	<small>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: Projection NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Units Foot US</small>	 ELLIS COUNTY
--	--	---	--	--

0 250 500 Feet



96.529223°W 32.473717°N Author: nick magnis GIS@co.ellis.tx.us Date Printed: 3/19/2025 G:\GIS\Maps\Templates\DDD_Templates\DDD_Templates.aprx

ELLIS COUNTY COMMISSIONERS COURT		June 24, 2025	
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	Jewel Estates Final Plat Pct. No. 1 AGENDA ITEM NO. 1.2		

CAPTION:
Discussion, consideration, and action to act on a final plat of Jewel Estates. The ± 15.318-acre site is located ± 5,210 feet north of the intersection of FM 813 and Robnett Road, situated in the A. Slayback Survey, Abstract No. 1005, Waxahachie, Road and Bridge Precinct No. 1.

CASE TYPE:

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

PARCEL ID OR ADDRESS:
 Parcel ID No. 191155

APPLICANT(s):
 Butcher Robnett Realty, LLC

ATTACHMENTS:

1) Location Map
 2) Plat

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant submits a plat for 13 proposed lots with newly built private road infrastructure.
- The Commissioners’ Court approved a preliminary plat for Jewel Estates on March 5, 2024 and engineering plans were approved August 1, 2024.
- The City of Waxahachie approved the applicant’s petition to withdraw from their ETJ on October 16, 2023, Ordinance No. 3405.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Robnett Rd.	Minor Arterial 100 ft.	± 60 ft.	Yes

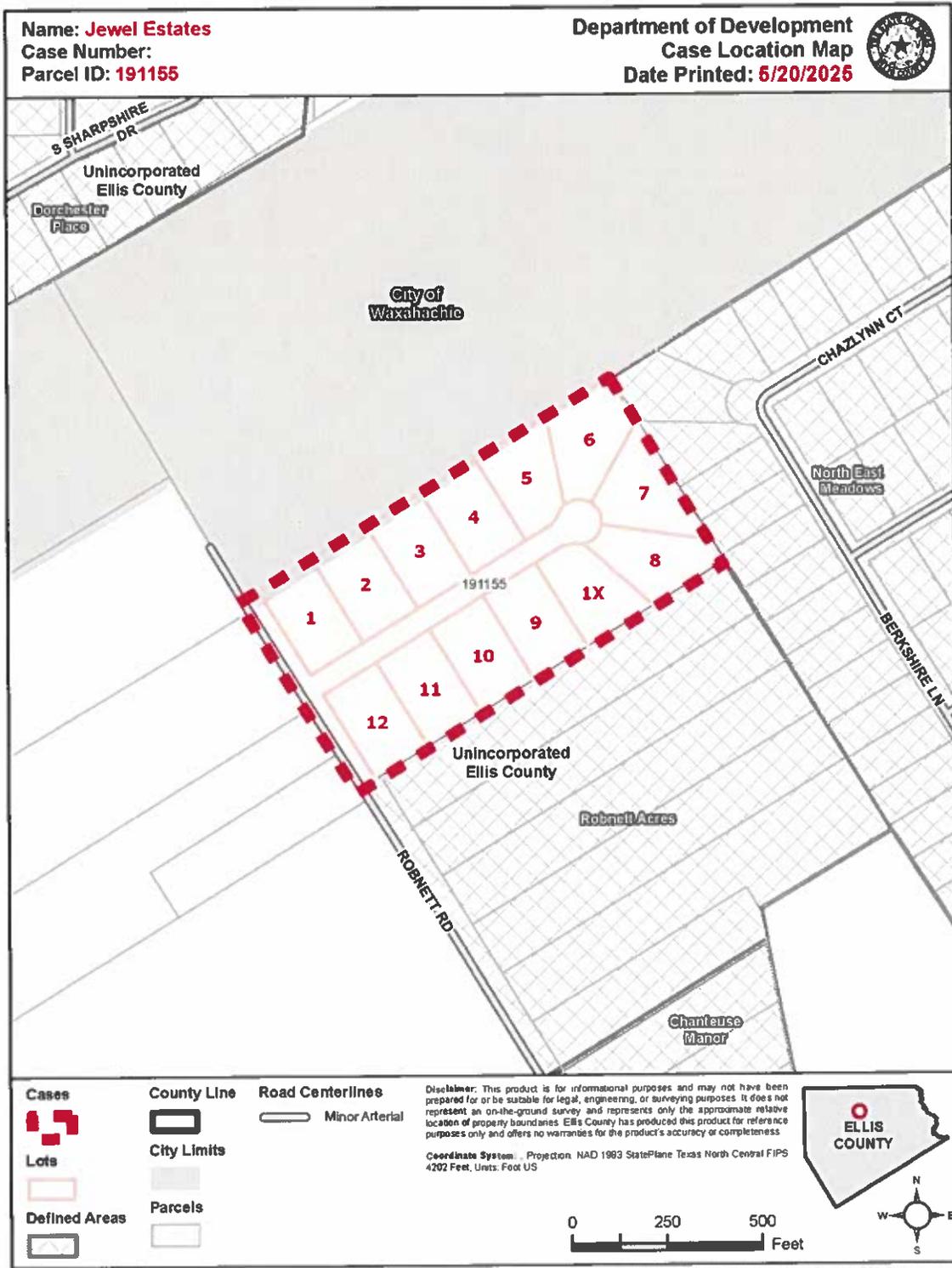
WATER SOURCE:

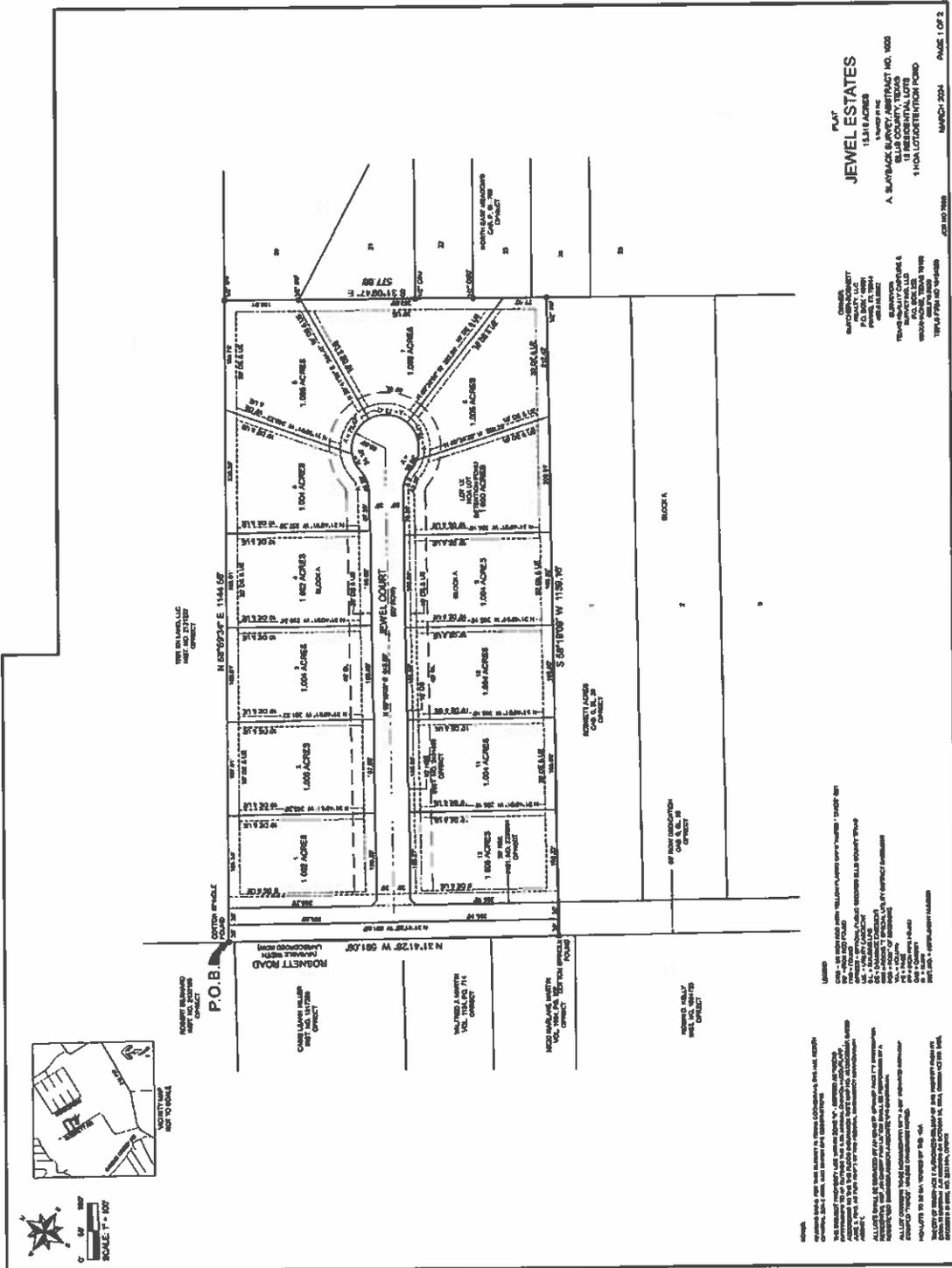
PROVIDER	Line Size	Date of Confirmation
Rockett SUD	8- inches	3/12/2025

NOTICE REQUIREMENTS (if applicable):

N/A

ANALYSIS:
 Staff reviewed this application on May 27, 2025, and recommends **approval of this plat application as presented.**





ELLIS COUNTY COMMISSIONERS COURT		June 24, 2025	
REPORTING DEPARTMENT: Department of Development (DoD)			
AGENDA TYPE	Jacob's Addition Tracts 1 & 2 Plat Cancellation Request Pct. No. 3 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 to act on a cancellation request of the Jacob's Addition Tracts 1 & 2 Final Plat. The ± 26.022-acre site is located ± 350 feet west of the intersection of Old Buena Vista Road & Barn Owl Aly, situated in the J.A. Gaona Survey, Abstract No. 386, partially in the extraterritorial jurisdiction of Maypearl, Road and Bridge Precinct No. 3.

CASE TYPE:

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

PARCEL ID OR ADDRESS:
 Parcel ID No. 1308175, 308176

APPLICANT(s):
 Chavera, LLC

ATTACHMENTS:

- 1) Location Map
- 2) Plat
- 3) Letter of Request
- 4) Order of Cancellation

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

1. The applicant wishes to cancel the final plat of Jacob's Addition, Tracts 1 & 2, and return it to its original layout.
2. The Commissioners' Court originally approved the plat on April 30, 2024 (Instrument No. 2414975).
3. An encroachment variance was approved by the Commissioners' Court on April 30, 2024 (Minute Order No. 228.24) for the existing structure on Tract No. 2. This variance will remain intact.
4. The original owner had the property platted as two lots of record, consisting of: Tract 1: 23.672 acres, and Tract 2: 2.00 acres. Once the final plat was filed, financing fell through for the intended buyer of Tract 2. The property was subsequently sold in its entirety to one purchaser, Chavera LLC, on August 29, 2024 (Instrument No. 2427565)

PUBLIC NOTICE REQUIREMENTS (if applicable):

Notice	Type	Date
21-day public notice req. (TLGC §232.008 (c)) See next page for applicable excerpt.	Newspaper – Waxahachie Sun	Wednesday, May 28, 2025

ANALYSIS:

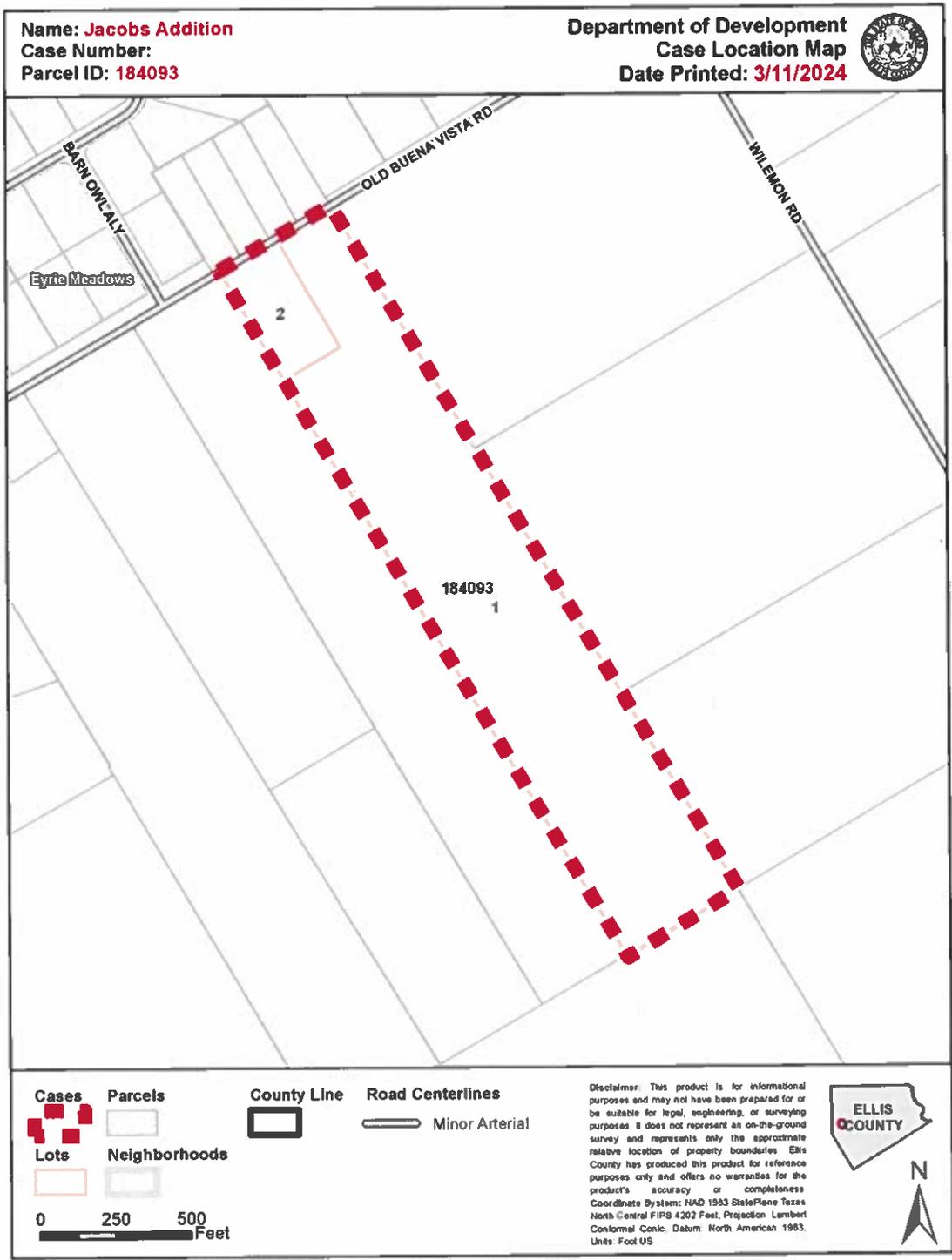
Staff has reviewed this application, and this request appears to meet the established criteria per TLGC §232.008. Staff recommends approval, as presented.

Sec. 232.008. CANCELLATION OF SUBDIVISION.

(a) This section applies only to real property located outside municipalities and the extraterritorial jurisdiction of municipalities, as determined under Chapter 42.

(b) A person owning real property in this state that has been subdivided into lots and blocks or into small subdivisions may apply to the commissioners court of the county in which the property is located for permission to cancel all or part of the subdivision, including a dedicated easement or roadway, to reestablish the property as acreage tracts as it existed before the subdivision. If, on the application, it is shown that the cancellation of all or part of the subdivision does not interfere with the established rights of any purchaser who owns any part of the subdivision, or it is shown that the purchaser agrees to the cancellation, the commissioners court by order shall authorize the owner of the subdivision to file an instrument canceling the subdivision in whole or in part. The instrument must describe the subdivision or the part of it that is canceled. The court shall enter the order in its minutes. After the cancellation instrument is filed and recorded in the deed records of the county, the county tax assessor-collector shall assess the property as if it had never been subdivided.

Approval from the Commissioners' Court is needed to finalize the cancellation process.



-97.011905 32.324550 Author: nick magnis GIS@co.ellis.tx.us Date Printed: 3/11/2024 G:\GIS\MapTemplates\Ellis County Layouts\11 DOD\000 Case Location.mxd

DigiSign Verified - 75a8e700-b7b6-463ce4-ee39a5649db0

Plat Cancellation for 6411 Old Buena Vista Rd. and TBD OLD Buena Vista Rd., Waxahachie, TX 75167

To whom it may concern:

Chavera LLC and Salete Onesko, are requesting a plat cancellation for 6411 Old Buena Vista Rd., Waxahachie, TX, 75167. The parcel was originally a home with 26 acres. The previous owners had it platted to sell the house with 2 acres and the remaining 24+/- to be sold separately. However, after the plat was final, the buyer for the home with the 2 acres did not qualify for the purchase. Therefore, the previous owners sold the house and the 26 acres as one piece to Chavera LLC.

The property was then purchased by Chavera LLC and was re-surveyed. Chavera LLC sold the home at 6411 Old Buena Vista Rd with 13+/- acres, via owner finance, to Salete Onesko. Chavera LLC currently owns, TBD Old Buena Vista RD., the remaining 13+/- acres. Both 13+/- acre lots already have water meters on them and will not require water meters.

Kind Regards,

Amy Rader, Chavera LLC

Chavera LLC: owner of 13+/- acres at TBD Old Buena Vista

Salete Onesko: owner 6411

Old Buena Vista

Josh Rader 05/05/2025

Josh Rader

Salete Onesko 05/05/2025

Salete Onesko

Amy Rader 05/05/2025

Amy Rader

Alex DeVreeze 05/05/2025

Alexander DeVreeze

Shelby DeVreeze 05/05/2025

Shelby DeVreeze

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On June 24, 2025, 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 John Wray

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 CANCELLATION REQUEST FOR JACOB'S ADDITION TRACTS 1 & 2 (PARCEL ID NOS: 308175, 308176). THE ± 26.022-ACRE SITE IS LOCATED ± 350 FEET WEST OF THE INTERSECTION OF OLD BUENA VISTA ROAD & BARN OWL ALY, SITUATED IN THE J.A. GAONA SURVEY, ABSTRACT NO. 386, PARTIALLY IN THE EXTRATERRITORIAL JURISDICTION OF MAYPEARL, ROAD AND BRIDGE PRECINCT NO. 3, SHOWN IN EXHIBIT A, 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 PLAT CANCELLATION.

The Commissioners' Court finds that the plat cancellation criteria outlined in the Texas Local Government Code §232.008 applies and is set forth above and is incorporated into the body of this order as if fully set forth herein. The granting of this request does not interfere with the established rights of any purchaser who owns any part of the subdivision. The plat was previously recorded under Cabinet O, Slide 272-273, and filed as Instrument No. 2414975, is hereby cancelled.

SECTION 2. CONDITIONS OF APPROVAL

The plat cancellation is hereby granted for Jacob's Addition Tracts 1 & 2 (Parcel ID Nos. 308175 & 308176). Any further subdivision of this property shall require a plat meeting those regulations in effect at the time of platting.

SECTION 3. CONFLICTS

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS, ON THE 24TH DAY OF JUNE, 2025.

John Wray, 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

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.

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Please fill out this form completely:

DATE: 6/10/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing and Contracting

ADDRESS: 302 N. Monroe St., Suite 307, Waxahachie, TX, 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 6/24/2025

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

Discussion, consideration and action to purchase and install a Liebert IT Unit for the Ellis County Sheriff's Office from American Mechanical Servies of Texas, LLC., using the BuyBoard Cooperative Contract No. 756-24 and Contract No. 733-24, in an amount of \$58,136.00.



HVAC Equipment 720-23, Building Maintenance, Repair and Operations Supplies and equipment 756-24, Trade Services and Labor 733-24

May 21, 2025

Ellis County
101 W. Main St.
Waxahachie, TX 75165

Attention: Mark Thornton
Subject: Replace existing Liebert with Up flow Liebert
Location: Ellis County Jail
300 S. Jackson

We are pleased to propose the following for consideration of replacing Liebert unit in the IT room

We propose to furnish all labor and material for a cost of **\$58,136.00 (excludes sales tax)**

Scope: Replace existing Liebert with an Up-flow Liebert

- Regular Hours. Lock out, tag out.
- Using crane with permits to block street.
- Remove old condenser from roof and set the condenser in its place
- Removal with duct lift, hoisting and placement of new Up flow AHU equipment. (This will be mounted in the corner of the server room)
- Remove and dispose of One – 3-ton split system
- New Libert System 3 ton unit
- Flush line sets and replace if required.
- Install dryer. Charge nitrogen and leak test.
- Vacuum and Charge system with 410a.
- Make connections to existing electrical.
- Installation of insulation on piping
- Make any additions or subtractions to plenum for proper connection and operation. Existing secondary pan if unused and in good condition.
- Start-up units and check for proper operation
- Give customer a copy of work completed, Log, Liebert documentation

This proposal does not include any sales tax, overtime labor, new electrical service, permit, freight or any special handling charges that may be applicable.

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 TACLA123925C
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.6584 M41082

May 21, 2025

This proposal will remain in effect for a period of thirty (30) days upon receipt.
Any new tariffs, duties or similar government-imposed charges or increases to existing ones affect the products or services outlined in this proposal, those costs will be added as a surcharge

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

Sincerely,

Wes Pinkston
Service Manager
AMS of Texas, LLC

Yes. We do accept this proposal _____

Print Name: _____ (Date) _____

Signature: _____

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.

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Please fill out this form completely:

DATE: 06/11/2025 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: E.J. Harbin

PHONE: 972.825.5116

FAX: _____

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 302 N. Monroe

PREFERRED DATE TO BE PLACED ON AGENDA: 06/24/2025

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

Discussion, consideration, & approval to purchase a 2025 Volvo PT125C Pneumatic Roller using BuyBoard Cooperative Contract No. 685-22 in the amount of \$96,320.00. For Road & Bridge PCT 1.



1519 West Belt Line
Road

/ Carrollton TX 75006

/ 214 819-4100

/ Fax:

214-819-4102

Quote No.

Version:

Date:

1

6/5/2025

Ellis County Pct 1
PO Box 536
Palmer, TX

ROMCO Equipment Co. is pleased to present the following equipment for your consideration:

1 New 2025 Volvo PT125C Pneumatic Roller SN:327469

- Vandal Cover
- Front Lights
- Hydraulic oil temp gauge
- Standard Beacon
- Work Lights

SALE PRICE (BuyBoard Contract #685-22)

\$96,320.00

Price does not include any taxes. The above price is valid for 30 days unless specifically extended by ROMCO Equipment Co.

Notice is hereby given that ROMCO Equipment Co. LLC has assigned its rights under this sales contract to ROMCO Exchange Co. LLC to sell the equipment described herein and, if applicable, to purchase trade-in property described herein.

Quoted By:

Chris Wheelock
ROMCO Equipment Co. Sales

EQUIPMENT FOR THE CONSTRUCTION, MINING AND AGGREGATE INDUSTRIES

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 13, 2025 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 302 N. Monroe St., Suite 307, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: June 24, 2025

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

Discussion, consideration and action to advertise and solicit Bids for Miscellaneous Concrete Work.

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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***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 18h, 2025 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 201, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: June 24th, 2025

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

Discussion, consideration, and approval for the purchase of an LG Ductless Mini-Split, including labor and installation, to be located in the MDF room at Ellis County Central using TIPS-USA Cooperative Contract #23010402 in an amount \$23,685 from Texas Air Systems.

QUOTATION

Date: 6/17/2025

To: Erik Test
By: Josh Atkinson



Project: Ellis County Central Building – MDF Room Mini-Split Replacement

PRICING SUMMARY

TIPS JOC CONTRACT #23010402

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
LG Ductless Mini Split	1	-	Included
Mechanical & Electrical Install	1	-	Included
Total Net Price:			\$23,685

*FOB Factory, Full Freight Allowed, Tax Not Included

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

**Tariffs are excluded and will, if necessary, be added to the invoice in addition to the contract amount, as a surcharge.

LG Ductless Mini-Split Systems

One (1) LG highwall ductless mini split systems with remote mounted air-cooled, condensing unit, and complete as follows:

- Polymeric housing for high wall mounted fan coil unit
- Sweeping louver discharge air louver design
- Outdoor unit has horizontal discharge
- Both indoor and outdoor units use copper tubes/aluminum fins.
- Wireless remote temperature control
- Heat pump style units
- Condensate pump – *Shipped loose and field installed by others*
- Coil guards
- One year parts warranty
- Six year compressor warranty

Notes:

1. Installation, disconnects, piping & wiring are by others.

-This quotation is subject to change without notice and void after 15 days.
-Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.
-F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.
-Payment terms: Net 30 Days, Upon Receipt of Satisfactory Credit Information.
-Texas AirSystems equipment will be supplied based upon approved submittal data.
-Retainage is not allowed. Texas AirSystems is a material supplier, and will be supplying the entire purchase order value upon delivery of equipment.
-Payment to Texas AirSystems cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.
-Texas AirSystems standard warranty, parts only, is for 12 months from start-up date, not to exceed 18 months from ship date.
-Texas AirSystems is responsible and accountable only for the acts and omissions of Texas AirSystems.
-Insurance certificates and bonds can/will be provided upon request.

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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Please fill out this form completely:

DATE: June 17th, 2025 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 201, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: June 24th, 2025

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

Discussion, consideration, and approval to authorize the County Judge to sign a contract with Blackmon Mooring - BMS Cat for remediation and construction services at Ellis County Central using TIPS-USA Cooperative Contract #24010402 in an amount of \$56,961.18.

BLACKMON-MOORING COMPANY, LLC
315 N. Great Southwest Pkwy.
Arlington, TX 76011
RECONSTRUCTION CONTRACT

As of the 17th day of June in the year 2025, Owner and Contractor for a project of limited scope agree ("Contract"), as follows:

"Owner":

Ellis County

"Contractor":

Blackmon-Mooring Company, LLC
315 N. Great Southwest Pkwy.
Arlington, TX 76011

"Project":

Ellis County Central Office
302 North Monroe
Waxahachie, TX 75165

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The term "Work" means the construction and services required of Contractor by the Contract Documents, whether completed or partially completed. The Work may constitute the whole or a part of the Project.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the last of the date of this Contract, issuance of a required permit, all required approvals have been obtained and Owner has instructed Contractor to commence unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner ("Commencement Date"): TBD

§ 2.2 The Contract Time shall be measured from the Commencement Date.

§ 2.3 The Contractor shall undertake all reasonable efforts to achieve Substantial Completion of the entire Work not later than TBD days from the Commencement Date, subject to adjustments as provided in the Contract Documents ("Contract Time").

§ 2.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

- .1 Contractor's Proposal (including scope, clarifications, and/or exclusions)
- .2 Other Documents as follows:

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 5 and consist of this Contract (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Contract, other documents listed in this Contract and Modifications issued after execution of this Contract. A Modification is a written amendment to the Contract signed by both parties, including a Change Order.

§ 6.2 THE CONTRACT

The Contract Documents form the Contract for construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 6.3 ORDER OF PRECEDENCE

In case of inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written modifications to this Contract; (b) Contractor's Proposal; (c) this Contract; (d) drawings (large scale governing over small scale); specifications (specifications governing over drawings) and addenda issued prior to the execution of this Contract (addendum over prior specifications and drawings); (e) approved submittals; and (f) other documents listed in the Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Where figures are given, they shall be preferred to scale dimensions. Information identified in one Contract Document and not identified in another shall be considered a conflict or inconsistency. Consistent with the foregoing, Contractor may resolve inconsistency, conflicts, ambiguities, discrepancies or omissions in the Contract Documents at its reasonable discretion. The Contract Time or Contract Sum is subject to an equitable adjustment pursuant to Article 9 for any impacts on Contractor resulting from such inconsistency, conflict or ambiguity.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 The Owner shall furnish all necessary surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. This includes, all required approvals and deed restrictions. Owner shall be solely responsible for obtaining all approvals of the Contract Documents prior to commencement of any work hereunder and any costs, expenses, or damages that may arise if the Contract Documents do not satisfy the requirements of any governmental authority, deed restrictions, architectural review committee, or governing document or body.

§ 7.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 7.1.3 Except for permits and fees that are the explicit responsibility of the Contractor under Section 8.6.1, the Owner shall secure and pay for other necessary approvals, easements, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 7.1.4 Owner, at Owner's expense, shall make available to Contractor water, electricity, gas, and storm and sanitary sewer at the Property as required by Contractor. Due to deregulation, Contractor cannot and does not control the installation or availability of utilities, including, but not limited to, telephone, cable, satellite television, gas, electricity, water, or internet, not required for issuance of a certificate of occupancy.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to begin to correct Work which is not in accordance with the requirements of the Contract Documents seven (7) days after receipt of written notice from Owner, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated.

§ 7.3 OWNER'S REPRESENTATIVE

The Owner may designate in writing a representative who shall have express authority to bind the Owner with respect to all matters.

§ 7.4 FINANCIAL CAPACITY

At the written request of the Contractor, prior to the commencement of Work and thereafter, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill Owner's obligations under the Contract. The Owner shall furnish such evidence within seven (7) days of each request, and such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 7.5 SUFFICIENCY OF THE CONTRACT DOCUMENTS

If the Contract Documents are provided or prepared by or on behalf of Owner, Owner warrants and guarantees to Contractor that the Contract Documents are suitable for construction of the Project and Owner shall be responsible for any errors or omissions in the Contract Documents or any damages that may arise therefrom. Any changes or corrections requiring additional expense or delays shall be administered as a Modification. If Owner provides the engineering and/or architectural plans, Owner shall be responsible for obtaining all tests, maps, and/or reports required to design such plans in accordance with accepted industry standards from licensed individuals knowledgeable of such matters.

§ 7.6 ASSIGNMENT OF INSURANCE PROCEEDS

Owner hereby assigns to Contractor all rights, title, and interest in all insurance proceeds (limited to the Contract Sum, as amended) payable and/or paid by the insurance company by, through, or under Owner's insurance policy with the insurance company (excluding Owner's name from the draft) covering the loss or damage to the Property which is part of the Work, less any deductible actually paid by Owner. To the extent payment is not provided directly to Contractor, Owner agrees to immediately endorse and deliver to Contractor any such payment received from insurer within 48 hours of receipt. Owner understands and agrees that Owner shall remain primarily and fully responsible under this Contract including sole responsibility for payment of the Contract Sum that is not paid by Owner's insurance company, regardless of the reason for non-payment or partial-payment from the insurer.

§ 7.7 OWNER'S SUBCONTRACTORS & SUPPLIERS

Owner shall not do or cause any work to be done, or alter or cause the alteration of any portion of the Work, whether complete or incomplete, prior to Substantial Completion and payment of the Total Contract Price. Should Owner contract with any contractors or suppliers to perform work at the Property prior to Substantial

Completion, Contractor will not be required to pay for, warrant, repair, insure, supervise, or correct any work performed or materials provided such by persons or entities (or damages arising therefrom), even if the monies to pay such persons were directed through Contractor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Before starting each portion of the Work, the Contractor shall make a good faith effort to generally scan the drawings, specifications and existing site conditions as well as the information furnished by the Owner pursuant to Section 7.1.1. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner any such errors, omissions, or inconsistencies discovered by the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed professional. **CONTRACTOR DISCLAIMS ANY WARRANTY OF OR RESPONSIBILITY FOR THE SUFFICIENCY OF THE CONTRACT DOCUMENTS, TESTS, MAPS, REPORTS, OR PORTIONS OF THE CONTRACT DOCUMENTS (INCLUDING THE DECISION TO OBTAIN SUCH DOCUMENTS) NOT PREPARED BY CONTRACTOR AND/OR THAT ARE OBTAINED BY, ON BEHALF OF, OR ARE THE RESPONSIBILITY OF OWNER.**

§ 8.1.2 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules, and regulations, lawful orders of public authorities, and any other restrictions, but the Contractor shall promptly report to the Owner any nonconformity discovered by it. The Contractor shall not be liable to the Owner for damages resulting from errors, omissions, and/or inconsistencies in the Contract Documents.

§ 8.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's ordinary business practices. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. This includes sole control over, scheduling, progress of construction, and performance of warranty repairs.

§ 8.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its subsidiaries.

§ 8.3 LABOR AND MATERIALS

§ 8.3.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.3.2 The Contractor may make a substitution of materials only with the consent of the Owner, and in accordance with a Modification.

§ 8.4 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will substantially conform to the requirements of the Contract Documents for one year following Substantial Completion, except for those inherent in the quality of the Work the Contact Documents require or

permit and those generally accepted in the construction industry. Work, materials, or equipment not conforming to these requirements may be considered defective, unless the defect was caused, in whole or in part, by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. Owner acknowledges that the terms of this warranty provide for the manner, performance, or quality of the desired construction and are clear, specific, and sufficiently detailed to establish the only standards of construction. **TO THE EXTENT PERMITTED BY LAW, OWNER WAIVES ANY CAUSE OF ACTION UNDER ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF GOOD AND WORKMANLIKE CONSTRUCTION, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND STIPULATES THAT SUCH IMPLIED WARRANTIES ARE EXPRESSLY REPLACED BY THIS WARRANTY. OWNER ACKNOWLEDGES THAT THIS WARRANTY IS PROVIDED AS OWNER'S EXCLUSIVE REMEDY RELATED TO ANY ISSUE COVERED.**

All warranties on Consumer or Manufactured Products (as those terms are defined by Federal law) to the extent provided by others are assigned, without recourse. Contractor makes no warranties of any kind, express or implied, concerning Manufactured Products. To the extent any court or arbitrator determines that any implied warranty is applicable to this project or has not been legally waived, then Owner agrees that the warranty period under such implied warranty shall be limited to one year from Substantial Completion. **OWNER AGREES THAT THE WARRANTY PERIODS FOR ALL IMPLIED WARRANTIES ON THE PROJECT SHALL AUTOMATICALLY AND IRREVOCABLY TERMINATE UPON THE TRANSFER OF TITLE FROM OWNER TO A SUBSEQUENT OWNER.**

§ 8.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 8.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 8.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as related inspections by government agencies necessary for proper completion of the Work.

§ 8.6.2 Should the Contractor become aware of any variance from applicable governmental obligations and give notice of same to Owner, and Owner does not direct Contractor to stop Work related to the variance, Contractor shall not be responsible for such Work or the cost of correcting same.

§ 8.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances in sufficient time so as to avoid delay in the Work. If the Cost of the Work associated with an Allowance item, including, the costs to the Contractor of materials and equipment delivered at the site, costs for uploading and handling at site, labor, installation, overhead, profit and all required taxes, less applicable trade discounts, exceed the Allowance amount, the Contract Sum shall be increased accordingly. If such costs are less than the Allowance amount, the Contract Sum shall not be adjusted.

§ 8.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 8.8.1 The Contractor, promptly after being awarded the Contract, may prepare and submit for the Owner's information a Contractor's construction schedule for the Work. The schedule may be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 8.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner.

§ 8.9 SUBMITTALS

§ 8.9.1 The Contractor shall submit to the Owner shop drawings, product data, samples and similar submittals as required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Owner reasonable time for review. The Work shall be in accordance with approved submittals.

§ 8.9.2 Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 8.10 USE OF SITE

The Contractor shall have exclusive access to the site, but shall not unreasonably restrict Owner's access or unreasonably encumber the site with materials or equipment.

§ 8.11 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.12 CLEANING UP

The Contractor shall keep the premises and surrounding area reasonably free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 8.13 NO DESIGN OBLIGATIONS

Contractor shall not be required to provide any professional services that constitute the practice of architecture or engineering unless specifically required by the Contract Documents.

§ 8.14 ACCESS TO WORK

The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.

§ 8.15 INDEMNIFICATION

To the fullest extent permitted by law and without effecting Contractor's warranty obligations hereunder, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, arising out of or resulting from Contractor's performance of the Work, provided that such claim, damage, loss or expense is directly attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused solely by the negligent acts or omissions of the Contractor, Contractor's Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, but not otherwise.

§ 8.16 TERMINATION FOR CONVENIENCE

Contractor may at any time terminate the Contract for Contractor's convenience and without cause or regard to fault or breach by Owner by providing written notice to Owner. Except as otherwise provided for in this paragraph, neither party shall have any further rights, obligations, or liabilities to the other under this Contract following written notice of termination. It being the intent of the parties that upon termination of the Contract pursuant to this paragraph, the only cause of action Owner will have against Contractor shall arise out of the warranty obligations identified herein for the Work completed as of the notice of termination. Following termination, Contractor shall submit its final application for payment to Owner, which may request payment for all unreimbursed materials purchased or ordered, all

work performed through the date of termination, and that amount representing overhead and profit for the Work executed. Within five calendar days of Owner's receipt of such final application, Owner shall tender payment to Contractor. Contractor reserves the right to convert any termination of this Contract into a termination for convenience.

§ 8.17 USED/ANTIQUE MATERIALS

Owner acknowledges that Contractor shall not be liable for, required to warrant, or otherwise be responsible for defects in or damages caused by used or antique materials requested by Owner to be incorporated into the Work.

§ 8.18 INHERENT CONSTRUCTION/RENOVATION ISSUES

§ 8.18.1 RESTORATION DISCLAIMER. Contractor will attempt to restore the Property to the Pre-Damaged condition; however, there is no guarantee. In some circumstances, some items cannot be restored and the undersigned acknowledges items often change over time or are no longer available making an exact match or replacement an impossibility.

§ 8.18.2 EXISTING CONDITIONS. Contractor shall not be responsible for ensuring that the Work is not discernable from the existing conditions and specifically does not guarantee a complete match. In this regard, Owner recognizes that Contractor cannot exactly match existing plaster, stucco, wall texture, concrete, masonry, paneling, paint colors, roofing materials, and other related existing finished surfaces, and while Contractor shall use reasonable efforts to match existing materials, colors, textures, and planes, Contractor does not promise or warrant exact duplication.

§ 8.18.3 PRODUCTS OF NATURE. It is understood that some finished products of nature may be used and that these products may contain certain variations and irregularities that make them unique. These characteristics are to be considered a part of the beauty of these products and in no way are to be considered a defect. Contractor will make reasonable efforts to ensure consistency of the products, but do not promise or warrant such. Any additional materials and/or labor to satisfy owners need for uniformity will be at Owners' expense.

§ 8.18.4 SALVAGE OF EXISTING PROPERTY. Contractor shall remove all construction materials and debris from the Property upon Substantial Completion. Contractor shall have full salvage and ownership rights to any materials and equipment removed from existing structures in the Property unless otherwise provided in the Contract Documents.

§ 8.18.5 VEGETATION. Construction of the Work will cause stress to existing vegetation and trees on the Property and can damage existing property or improvements. The survivability of such vegetation and trees during and after Substantial Completion cannot be guaranteed. Therefore, Owner releases Contractor from any claims or damages to lawns, trees, shrubs, and vegetation that occur all or in part as a result of the negligence or gross negligence of Contractor or those performing work on its behalf.

§ 8.18.6 ENVIRONMENTAL RISK. Contractor makes no warranties, express or implied, about existing or future health hazards or environmental or site conditions on the Property, in the Work, or from adjacent sources, including, but not limited to, exposure to radon gas, electric and magnetic fields, shifting or instability of soil conditions, settlement, or contamination of the Property or the surrounding air, water or soil from any sources or in any manner.

§ 8.18.7 EPA LEAD-BASED PAINT LAW. Federal law requires builders paid to perform specified lead paint disturbing renovations in homes constructed before 1978 to be certified by the Environmental Protection Agency (EPA) and renovation activities in pre-1978 homes be conducted in accordance with EPA lead-safe work practices. The use of lead paint was discontinued in all homes constructed on or after January 1, 1978. Therefore, unless otherwise provided for in the Scope of Work, Owner acknowledges that Contractor has not contracted to perform a lead abatement of the Property and shall not be liable for any damages (including, but not limited to,

property damage, testing expense, loss of use, business interruption, loss of profits, personal injury, mental anguish, wrongful death, or any consequential and/or punitive damages) due to any past or future lead removal, paint disturbing activities, or premises cleaning of dust and debris performed by Owner or any third parties. If the presence of lead is detected and the abatement of such lead is not included within the Scope of Work, the Total Contract Price shall be adjusted by Change Order to reflect the cost (plus overhead and profit) to perform such abatement. Should Owner refuse or fail to execute such Change Order, Contractor may stop work until such Change Order is executed or the lead is abated. If work is stopped pursuant to this paragraph, Owner waives all claims against Contractor regarding any damages arising from such work stoppage.

§ 8.18.8 FIRE SPRINKLER. Unless specifically provided for in the Scope of Work, Owner hereby waives Owner's right to have a multipurpose residential fire protection sprinkler system or any other fire sprinkler protection system installed.

ARTICLE 9 CHANGES IN THE WORK

§ 9.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. Without invalidating the Contract, the parties may agree on changes in the Work within the general scope of the Contract Documents consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written change order signed by the Owner and Contractor ("Change Order").

§ 9.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the Parties.

§ 9.3 If the Contractor at any time in the commencement or progress of the Work is impacted by labor disputes, tariffs, fire, unusual delay in deliveries, adverse weather conditions, unavoidable casualties, or any causes beyond the Contractor's control, then the Contract Time and Contract Sum shall be equitably adjusted.

§ 9.4 If concealed or unknown conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, Contractor shall stop the Work impacted by the condition as quickly as practical and notify the Owner. The Contract Sum and Contract Time shall be equitably adjusted based on the impact from the concealed or unknown conditions encountered, including any associated stoppage.

§ 9.5 Notwithstanding anything herein to the contrary, should Owner's insurance company approve a supplement to the Scope of Work or an increase in the Contract Sum, at Contractor's election, this Contract shall be modified accordingly without Owner's prior written approval.

ARTICLE 10 SUBSTANTIAL COMPLETION

§ 10.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Project has achieved Substantial Completion by the time a certificate of occupancy, or the like, whether temporary or permanent, is issued by the governing authority.

§ 10.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a Certificate of Substantial Completion and a comprehensive list of items to be completed or corrected prior to Final Payment.

§ 10.3 Within 7 days after receipt of the Contractor's Certificate of Substantial Completion and list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete and immediately notify Contractor of any deficiencies or defects, whether it considers each deficiency or defect substantial enough to prevent Substantial Completion, and if so, its full rationale. When the Owner determines that the Work or designated portion thereof is substantially complete, the Owner shall sign the Certificate of

Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damages to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 10.4 Upon signing of the Certificate of Substantial Completion and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for any remaining deficiencies or defect identified in writing by Owner with the Certificate of Substantial Completion.

ARTICLE 11 FINAL COMPLETION AND FINAL PAYMENT

§ 11.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final invoice, the Owner will promptly make such inspection of the punch list provided by Owner pursuant to Section 10.3, and when the Owner finds such items completed, final completion ("Final Completion") will have been attained by Contractor and the Owner shall pay Contractor the final payment. If Owner does not agree Final Completion has been achieved, it shall notify Contractor in writing within three (3) days of receiving Contractor's notice of the listed item(s) provided pursuant to Section 10.3 which it does not believe have been corrected or completed, and release payment to Contractor for everything but the remaining item(s).

§ 11.2 Final payment shall not become due until the Contractor has delivered to the Owner a conditional release of its lien rights arising out of this Contract.

§ 11.3 The making of Final Payment shall constitute a waiver of all claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled; or
- .2 terms of special warranties required by the Contract Documents.

ARTICLE 12 SAFETY

§ 12.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract by Contractor. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 Contractor's employees on the Work; and
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or subcontractors.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property which is not incidental to the Work and caused by the negligence of Contractor, a Subcontractor, a sub-subcontractor of Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner or by anyone for whose acts Owner may be liable.

ARTICLE 13 HAZARDOUS MATERIALS

§ 13.1 The Contractor is responsible for compliance with the requirements identified by the Owner prior to project commencement and included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, including but not limited to asbestos, polychlorinated biphenyl (PCB), or mold, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the

Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 13.2 Unless required by Contract Documents, the Contractor shall not be required to perform, without its consent, any work relating to a hazardous material or substance.

§ 13.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, except to the extent that such damage, loss or expense is due to the sole negligence of the Contractor.

ARTICLE 14 INSURANCE

§ 14.1 **CONTRACTOR'S INSURANCE** To the extent required by law, the Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include the Owner, as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations.

§ 14.2 OWNER'S INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 14.3 INSURANCE GENERALLY

§ 14.3.1 Owner agrees that if Owner files a claim under any insurance policy that is any way related to this Project, Owner shall be solely responsible for the cost of any deductible, save and except if the cause for filing such claim is due solely to Contractor's gross negligence.

§ 14.3.2 TEXAS LAW REQUIRES A PERSON INSURED UNDER A PROPERTY INSURANCE POLICY TO PAY ANY DEDUCTIBLE APPLICABLE TO A CLAIM MADE UNDER THE POLICY. IT IS A VIOLATION OF TEXAS LAW FOR A SELLER OF GOODS OR SERVICES WHO REASONABLY EXPECTS TO BE PAID WHOLLY OR PARTLY FROM THE PROCEEDS OF A PROPERTY INSURANCE CLAIM TO KNOWINGLY ALLOW THE INSURED PERSON TO FAIL TO PAY OR ASSIST THE INSURED PERSON'S FAILURE TO PAY THE APPLICABLE INSURANCE DEDUCTIBLE.

§ 14.3.3 Contractor may contact Owner's insurance carrier and meet with their representative (if necessary) in order to provide information concerning the Scope of Work on the Property; however Contractor shall have no authority to perform claim adjusting services with the insurance company on Owner's behalf.

§ 14.3.4 Contractor is not acting as Owner's agent with the insurance company and any communications with the insurance company are for the purpose of providing information regarding the Scope of the Work to the Owner's Project. Owner's insurance company is granted full authorization to communicate directly with Contractor concerning the damage to and the Scope of Work performed on the Project.

§ 14.3.5 The Owner and Contractor waive all rights against: (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other and (2) separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages to the extent covered by insurance related to this Project. The Owner or Contractor, as appropriate, shall require of separate contractors or design professionals, if any, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 15 CORRECTION OF WORK

§ 15.1 Prior to Substantial Completion, The Contractor shall promptly correct Work reasonably objected to by the Owner or failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. Costs of correcting such rejected Work, shall be at the Contractor's expense, unless compensable in the Scope of Work. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it, but only after providing Contractor thirty days written notice and the opportunity to cure as required by Section 15.3.

§ 15.2 Pursuant to the Contractor's obligations under Section 8.4 after Substantial Completion, the Owner shall promptly give Contractor written notice promptly after discovery of a warranted condition. If the Owner fails to notify the Contractor in writing during the one year period or give the Contractor notice and an opportunity to make the correction, as required by Section 15.3, during the one year period, the Owner waives its rights to require correction by the Contractor and to make a claim for breach of warranty. Further, Owner acknowledges that Contractor shall not be obligated to perform any warranty work hereunder until Owner has paid the Contract Sum in full, including the release of retainage. Contractor shall not be liable for any damages that arise out of the failure to mitigate any damages or perform any warranty repairs that are in any way related to Owner's failure to timely pay Contractor. Owner shall mitigate any warranty conditions or resulting damages that Contractor does not cure due to Owner's failure to make timely payments.

§ 15.3 Prior to consulting with, retaining or hiring in any capacity whatsoever, any third party consultant, advisor, property inspector, architect, engineer, contractor or repairmen to correct any problem with the work performed by or on behalf of Contractor, or to examine, investigate, or advise Owner with respect to any suspected or reasonably inferable defect with the work performed by or on behalf of Contractor, Owner shall first notify Contractor in writing of the alleged or suspected problem and shall first provide Contractor with a reasonable opportunity, which shall be at least 15 days, to inspect and repair the problem, if any, pursuant to the terms of this Contract.

ARTICLE 16 TERMINATION

§ 16.1 TERMINATION BY THE OWNER FOR CAUSE

§ 16.1.1 The Owner may terminate the Contract if the Contractor:

- .1 repeatedly refuses or fails to supply skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors; or
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority.

§ 16.1.2 When any of the above reasons exits, the Owner may, after giving the Contractor seven days' written notice, and opportunity to commence cure, terminate the Contract, take possession of the site and finish the Work

by reasonable and prudent methods. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 16.1.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.1.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner shall survive termination of the Contract.

§ 16.2 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, including reasonable demobilization costs, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 LIMITATIONS OF LIABILITY

§ 17.1 CLAIMS FOR CONSEQUENTIAL DAMAGES

THE CONTRACTOR AND OWNER WAIVE CLAIMS AGAINST EACH OTHER FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT. THIS MUTUAL WAIVER INCLUDES, BUT IS NOT LIMITED TO:

- .1 DAMAGES INCURRED BY THE OWNER FOR RENTAL EXPENSES, FOR LOSSES OF USE, INCOME, PROFIT, DELAYS, FINANCING, BUSINESS AND REPUTATION, FAILURE TO ACHIEVE ANTICIPATED LEVEL OF LEED OR SIMILAR CERTIFICATION AND FOR LOSS OF MANAGEMENT OR EMPLOYEE PRODUCTIVITY OR OF THE SERVICES OF SUCH PERSONS; AND**
- .2 DAMAGES INCURRED BY THE CONTRACTOR FOR PRINCIPAL OFFICE EXPENSES INCLUDING THE COMPENSATION OF PERSONNEL STATIONED THERE, FOR LOSSES OF FINANCING, BUSINESS AND REPUTATION, AND FOR LOSS OF PROFIT EXCEPT ANTICIPATED PROFIT ARISING DIRECTLY FROM THE WORK.**

THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION, TO ALL CONSEQUENTIAL DAMAGES DUE TO EITHER PARTY'S TERMINATION.

§ 17.2 TOTAL LIABILITY LIMIT

Contractor' total liability to Owner arising under this Contract (individually or in the aggregate, and whether arising before or after termination of this Contract) shall be limited to (a) at all times prior to Substantial Completion, the Contract Sum and (b) after Substantial Completion, 25% of the Contract Sum.

§ 17.3 EXCLUSIVE REMEDY

Owner's sole and exclusive remedy for any deficiency or defect in the Work is the repair or replacement of the deficiency or defect in the Work as set forth in Article 15.

ARTICLE 18 CLAIMS AND DISPUTES

§ 18.1 The Parties shall endeavor to reach resolution on all matters relating to or arising out of the Contract Documents through good faith direct negotiations between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions.

§ 18.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 18.3 Owner and Contractor agree that except for any claims asserted by Contractor against Owner to recover unpaid sums due under this Contract, through, any suit to foreclose a statutory or constitutional mechanic's lien or related lien bond, or otherwise, all other claims and disputes that in any way relate to or arise out of this Contract and that are not resolved in the manner prescribed in Section 18.1 shall be resolved through binding arbitration before a single arbiter. Notwithstanding the foregoing, if Contractor files suit to recover sums due hereunder and Owner files a demand for arbitration regarding a claim subject of this arbitration agreement, Contractor may, at its discretion, compel and/or consolidate the suit into the arbitration, without regard to whether Contractor has waived its right to compel arbitration.

§ 18.4 Should Owner or Contractor commence arbitration as the method for binding dispute resolution of a claim under this Contract, that claim shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Contract. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 18.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Contract with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be considered substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 18.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written consent.

§ 18.7 The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Contract within one (1) year after the date of Substantial Completion of the Work. The Owner and Contractor irrevocably waive all claims and causes of action not commenced in accordance with this Section 18.7.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that 1) the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents and 2) the Contractor may, without the consent of Owner, assign the Contract to an affiliate, if the affiliate assumes the Contractor's rights and obligations under the Contract Documents. The parties shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

OWNER (Signature)

(Printed name and title)

Phillip Bradshaw

CONTRACTOR (Signature)

Phillip Bradshaw - Estimator

(Printed name and title)



Blackmon Mooring - BMS CAT

5718 Airport Freeway
Haltom City, Texas 76117
877.730.1948
BMSCAT.com

Client: Ellis County Central
Property: 302 North Monroe
Waxahachie, TX 75165

Operator: PBRAD

Estimator: Phillip Bradshaw
Position: Construction Estimator
Company: Blackmon Mooring and BMS CAT
Business: 315 North Great Southwest Parkway
Arlington, TX 76011

Business: (817) 269-3157
E-mail: pbradshaw@bmsmanagement.com

Type of Estimate: Water Damage
Date Entered: 5/23/2025 Date Assigned:

Price List: TXDF8X_MAY25
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2025-05-23-1349



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 877.730.1948
 BMSCAT.com

2025-05-23-1349

Main Level



Bottom Landing

Height: 9'

70.50 SF Walls	13.75 SF Ceiling
84.25 SF Walls & Ceiling	13.75 SF Floor
1.53 SY Flooring	7.83 LF Floor Perimeter
7.83 LF Ceil. Perimeter	

Missing Wall

3' 8" X 9'

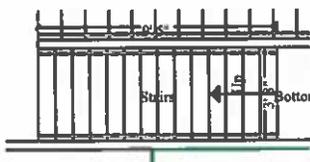
Opens into STAIRS

Missing Wall

3' 8" X 9'

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. 5/8" drywall - hung, taped, floated, ready for paint	32.00 SF	0.00	3.35	0.00	21.44	128.64
2. Tape joint for new to existing drywall - per LF	18.00 LF	0.00	11.59	0.00	41.72	250.34
3. Texture drywall - machine	36.00 SF	0.00	0.85	0.00	6.12	36.72
Blending						
4. Fill holes created by wall cavity drying	4.00 EA	0.00	2.88	0.00	2.30	13.82
5. Install Baseboard	7.83 LF	0.00	2.74	0.00	4.30	25.75
6. Mask and prep for paint - plastic, paper, tape (per LF)	7.83 LF	0.00	1.90	0.00	2.98	17.86
7. Floor protection - plastic and tape - 10 mil	13.75 SF	0.00	0.39	0.00	1.08	6.44
Totals: Bottom Landing				0.00	79.94	479.57



Stairs

Height: 26' 2"

403.87 SF Walls	34.53 SF Ceiling
438.40 SF Walls & Ceiling	71.06 SF Floor
7.90 SY Flooring	25.72 LF Floor Perimeter
18.83 LF Ceil. Perimeter	

Missing Wall

3' 8" X 26' 1 5/8"

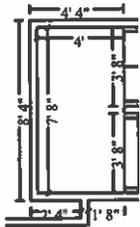
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CONTINUED - Stairs



Subroom: Stairs1 (2)

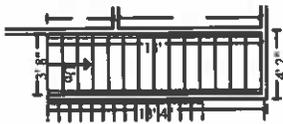
Height: 16' 9"

262.49 SF Walls	30.67 SF Ceiling
293.16 SF Walls & Ceiling	30.67 SF Floor
3.41 SY Flooring	15.67 LF Floor Perimeter
15.67 LF Ceil. Perimeter	

Missing Wall
 Missing Wall

3' 8" X 16' 9 1/16"
 3' 8" X 16' 9 1/16"

Opens into STAIRS2
 Opens into STAIRS



Subroom: Stairs2 (1)

Height: 16' 9"

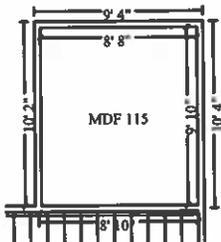
340.72 SF Walls	47.67 SF Ceiling
388.39 SF Walls & Ceiling	84.20 SF Floor
9.36 SY Flooring	35.01 LF Floor Perimeter
29.67 LF Ceil. Perimeter	

Missing Wall

3' 8" X 16' 9 1/16"

Opens into STAIRS1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
8. 5/8" drywall - hung, taped, floated, ready for paint	32.00 SF	0.00	3.35	0.00	21.44	128.64
9. Texture drywall - machine	112.86 SF	0.00	1.85	0.00	41.76	250.55
10. Seal/prime (1 coat) then paint (1 coat) more than the ceiling	616.40 SF	0.00	1.32	0.00	162.74	976.39
11. Install Baseboard	76.39 LF	0.00	2.74	0.00	41.86	251.17
12. Floor protection - plastic and tape - 10 mil	185.92 SF	0.00	0.39	0.00	14.50	87.01
13. Mask and prep for paint - plastic, paper, tape (per LF)	64.17 LF	0.00	1.90	0.00	24.38	146.30
Totals: Stairs				0.00	306.68	1,840.06



MDF 115

Height: 9'

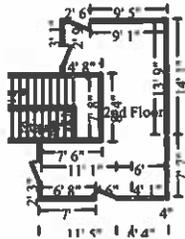
333.00 SF Walls	85.22 SF Ceiling
418.22 SF Walls & Ceiling	85.22 SF Floor
9.47 SY Flooring	37.00 LF Floor Perimeter
37.00 LF Ceil. Perimeter	



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Level 2



2nd Floor

Height: 9'

596.56 SF Walls	243.35 SF Ceiling
839.90 SF Walls & Ceiling	243.35 SF Floor
27.04 SY Flooring	60.67 LF Floor Perimeter
82.33 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior
Missing Wall - Goes to Floor	7' 7" X 6' 8"	Opens into Exterior
Missing Wall - Goes to Floor	4' 1" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior

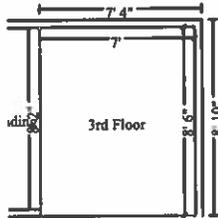
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
27. Fill holes created by wall cavity drying	8.00 EA	0.00	2.88	0.00	4.60	27.64
28. Install Baseboard	12.00 LF	0.00	2.74	0.00	6.58	39.46
29. Texture drywall - machine	18.00 SF	0.00	1.85	0.00	6.66	39.96
Corner at Landing						
30. Seal/prime (1 coat) then paint (1 coat) the surface area	36.00 SF	0.00	1.32	0.00	9.50	57.02
Corner at Landing						
31. Floor protection - plastic and tape - 10 mil	243.35 SF	0.00	0.39	0.00	18.98	113.89
32. Mask and prep for paint - plastic, paper, tape (per LF)	82.33 LF	0.00	1.90	0.00	31.28	187.71
33. Suspended ceiling tile - 2' x 4'	16.00 SF	0.00	2.50	0.00	8.00	48.00
Totals: 2nd Floor				0.00	85.60	513.68
Total: Level 2				0.00	85.60	513.68

Level 3



Blackmon Mooring - BMS CAT

5718 Airport Freeway
 Haltom City, Texas 76117
 877.730.1948
 BMSCAT.com



3rd Floor

Height: 9'

139.50 SF Walls	59.50 SF Ceiling
199.00 SF Walls & Ceiling	59.50 SF Floor
6.61 SY Flooring	15.50 LF Floor Perimeter
15.50 LF Ceil. Perimeter	

Missing Wall	0" X 9'	Opens into Exterior
Missing Wall	8' 6" X 9'	Opens into STAIR_LANDIN
Missing Wall	7' X 9'	Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
34. Fill holes created by wall cavity drying	20.00 EA	0.00	2.88	0.00	11.52	69.12
35. Install Baseboard	20.00 LF	0.00	2.74	0.00	10.96	65.76
36. Seal/prime (1 coat) then paint (1 coat) the walls	139.50 SF	0.00	1.32	0.00	36.82	220.96
37. Mask and prep for paint - plastic, paper, tape (per LF)	15.50 LF	0.00	1.90	0.00	5.90	35.35
38. Floor protection - plastic and tape - 10 mil	59.50 SF	0.00	0.39	0.00	4.64	27.85
Totals: 3rd Floor				0.00	69.84	419.04



Stair Landing

Height: 9'

120.50 SF Walls	32.67 SF Ceiling
153.17 SF Walls & Ceiling	32.67 SF Floor
3.63 SY Flooring	12.42 LF Floor Perimeter
16.17 LF Ceil. Perimeter	

Missing Wall - Goes to Floor	3' 9" X 6' 8"	Opens into Exterior
Missing Wall	8' 2" X 9'	Opens into DEF_3RD_FLOO

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
39. Fill holes created by wall cavity drying	12.42 EA	0.00	2.88	0.00	7.16	42.93
40. Install Baseboard	12.42 LF	0.00	2.74	0.00	6.80	40.83
41. Mask and prep for paint - plastic, paper, tape (per LF)	12.42 LF	0.00	1.90	0.00	4.72	28.32
Totals: Stair Landing				0.00	18.68	112.08



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Total: Level 3 0.00 88.52 531.12

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
42. Tandem axle dump trailer - per load - including dump fees	1.00 EA	241.59	0.00	0.00	48.32	289.91
43. Commercial Supervision / Project Management - per hour	8.00 HR	0.00	81.19	0.00	129.90	779.42
44. General Laborer - per hour	16.00 HR	0.00	58.81	0.00	188.20	1,129.16
Job conditions, travel time, etc.						
45. Cleaning Technician - incl. cleaning agent - per hour	12.00 HR	0.00	61.93	0.00	148.64	891.80
Final clean						

Totals: General Conditions 0.00 515.06 3,090.29

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
46. Insulation labor minimum	1.00 EA	0.00	160.35	0.00	32.08	192.43
47. Framing labor minimum	1.00 EA	0.00	145.40	0.00	29.08	174.48
48. Acoustic ceiling tile labor minimum	1.00 EA	0.00	334.56	0.00	66.92	401.48

Totals: Labor Minimums Applied 0.00 128.08 768.39

Line Item Totals: 2025-05-23-1349 **0.00 5,326.86 31,961.18**

Grand Total Areas:

3,834.01 SF Walls	886.46 SF Ceiling	4,720.47 SF Walls and Ceiling
1,008.13 SF Floor	112.01 SY Flooring	359.58 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	370.84 LF Ceil. Perimeter
1,008.13 Floor Area	989.15 Total Area	1,538.77 Interior Wall Area
1,746.27 Exterior Wall Area	204.51 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Blackmon Mooring - BMS CAT

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Summary

Line Item Total	26,634.32
Overhead	2,663.43
Profit	2,663.43
	<hr/>
Replacement Cost Value	\$31,961.18
Net Claim	\$31,961.18
	<hr/> <hr/>

Phillip Bradshaw
Construction Estimator



Blackmon Mooring - BMS CAT

5718 Airport Freeway
Haltom City, Texas 76117
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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)
Line Items	2,663.43	2,663.43
Total	2,663.43	2,663.43



Blackmon Mooring - BMS CAT

5718 Airport Freeway
Haltom City, Texas 76117
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Recap by Room

Estimate: 2025-05-23-1349

Area: Main Level		
Bottom Landing	399.63	1.50%
Stairs	1,533.38	5.76%
MDF 115	997.15	3.74%
Copy Room	19,617.94	73.66%
<hr/>		
Area Subtotal: Main Level	22,548.10	84.66%
Area: Level 2		
2nd Floor	428.08	1.61%
<hr/>		
Area Subtotal: Level 2	428.08	1.61%
Area: Level 3		
3rd Floor	349.20	1.31%
Stair Landing	93.40	0.35%
<hr/>		
Area Subtotal: Level 3	442.60	1.66%
General Conditions	2,575.23	9.67%
Labor Minimums Applied	640.31	2.40%
<hr/>		
Subtotal of Areas	26,634.32	100.00%
<hr/>		
Total	26,634.32	100.00%

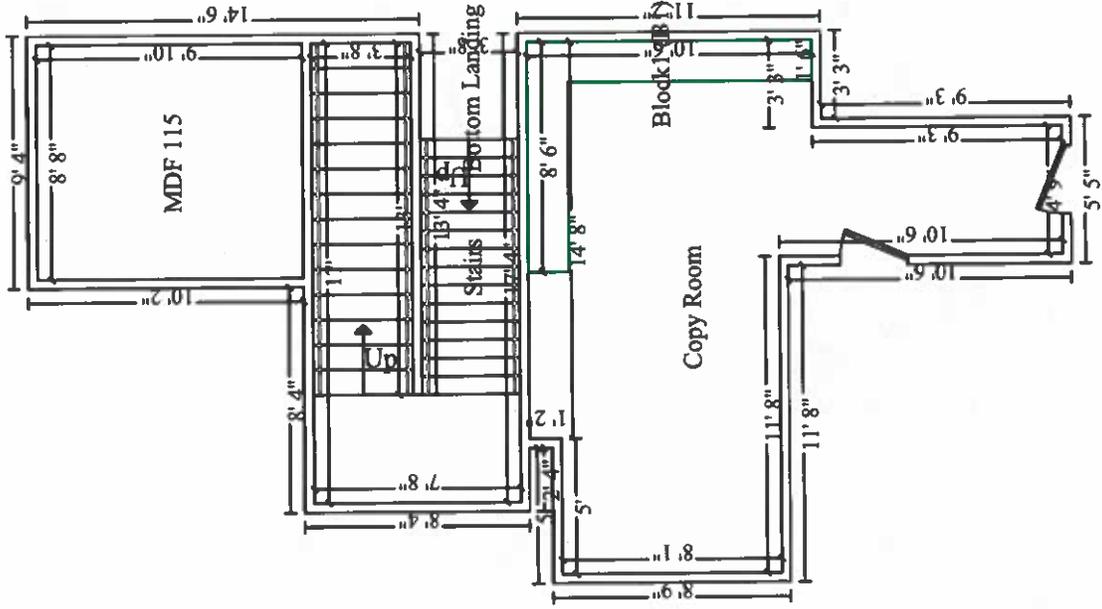


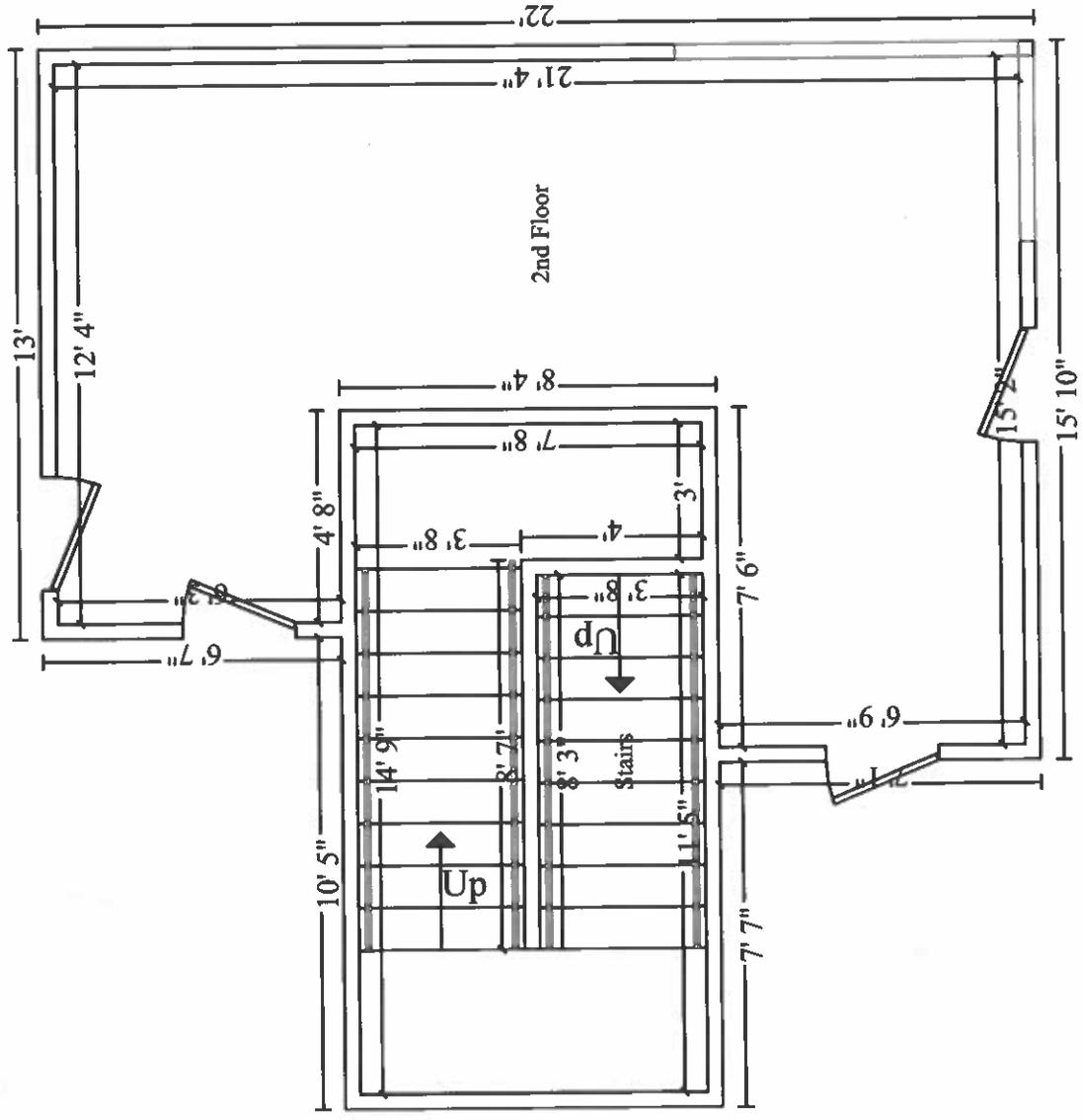
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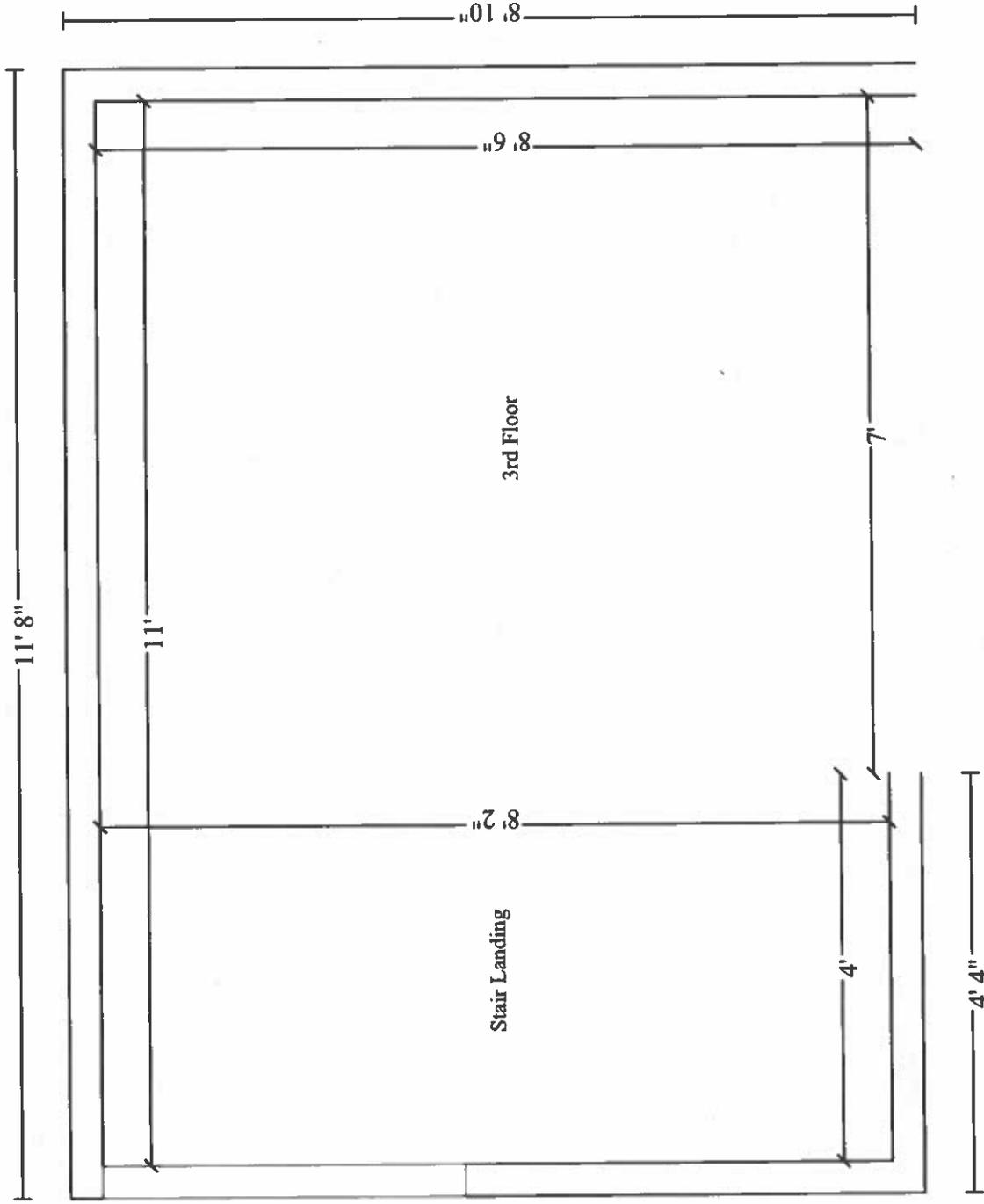
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Haltom City, Texas 76117
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BMSCAT.com

Recap by Category

O&P Items	Total	%
ACOUSTICAL TREATMENTS	374.56	1.17%
CABINETRY	18,423.92	57.64%
CLEANING	743.16	2.33%
GENERAL DEMOLITION	241.59	0.76%
DRYWALL	1,354.82	4.24%
FINISH CARPENTRY / TRIMWORK	382.61	1.20%
FRAMING & ROUGH CARPENTRY	519.84	1.63%
INSULATION	283.56	0.89%
LABOR ONLY	1,590.48	4.98%
PAINTING	2,719.78	8.51%
O&P Items Subtotal	26,634.32	83.33%
Overhead	2,663.43	8.33%
Profit	2,663.43	8.33%
Total	31,961.18	100.00%







COMMISSIONERS COURT AGENDA REQUEST

2.6

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/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: June 17th, 2025 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: June 24th, 2025

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 Local Government Code 263:

MAKE/MODEL	VIN #	DEPARTMENT
2012 Chevrolet Tahoe	1GNLC2E06CR185252	S.O.
2013 Chevrolet Tahoe	1GNLC2E04DR161257	S.O.
2012 Chevrolet Equinox	2GNALDEK9C6250630	S.O.
2016 Chevrolet Tahoe	1GNLCDEC4GR228529	S.O.
2013 Chevrolet Tahoe	1GNLC2E01DR159692	S.O.
2013 Chevrolet Tahoe	1GNLC2E00DR161479	S.O.
2014 Chevrolet Tahoe	1GNLC2E06ER193189	S.O.
2013 Chevrolet Tahoe	1GNLC2E05DR161378	S.O.
2016 Chevrolet Tahoe	1GNLCDEC5GR229480	S.O.
2016 Chevrolet Tahoe	1GNLCDEC5GR228457	S.O.

2013 Chevrolet Tahoe	1GNSCAE00DR266240	S.O.
2019 Dodge Caravan	2C4RDGBG2KR638497	S.O.
2017 Dodge Caravan	2C4RDGBG8HR631157	S.O.
2016 Chevrolet Tahoe	1GNLCDEC1GR229072	S.O.
2017 Ford F150	1FTEX1EP3HKD16134	Fire Marshal
2013 Chevrolet Tahoe	1GNLC2E02DR160706	County Attorney
2014 Ford Fusion	3FA6P0HD2ER331642	County Attorney
2016 Chevrolet Tahoe	1GNLCDEC8GR228601	Juvenile

*

County Attorney Approval

ELLIS COUNTY VEHICLES TOTAL LOSS REPORT

Ellis County Sheriff's Office

MAKE/MODEL	VIN #	CLAIM #	PAYOUT	RETAIN
2012 Chevrolet Tahoe	1GNLC2E06CR185252	C566036006002501	\$8,241	
2013 Chevrolet Tahoe	1GNLC2E04DR161257	C566036006002701	\$8,249.92	
2012 Chevrolet Equinox	2GNALDEK9C6250630	4A2503R49WW0001	\$7,765	\$5,643.49
2016 Chevrolet Tahoe	1GNLCDEC4GR228529	C566036006003301	\$10,994	\$5,437.83
2013 Chevrolet Tahoe	1GNLC2E01DR159692	C566036006002801	\$5,762	\$3,545.99
2013 Chevrolet Tahoe	1GNLC2E00DR161479	C566036006002901	\$4,483	\$2,371.98
2014 Chevrolet Tahoe	1GNLC2E06ER193189	C566036006003101	\$9,276	\$6,345.05
2013 Chevrolet Tahoe	1GNLC2E05DR161378	C566036006003001	\$5,499	\$3,384.89
2016 Chevrolet Tahoe	1GNLCDEC5GR229480	C566036006003501	\$11,454	\$5,343.11
2016 Chevrolet Tahoe	1GNLCDEC5GR228457	C566036006003401	\$14,201	
2013 Chevrolet Tahoe	1GNSCAE00DR266240	C566036006003201	\$7,388	\$4756.89
2019 Dodge Caravan	2C4RDGBG2KR638497	C566036006008301	\$9,297	\$4,289
2017 Dodge Caravan	2C4RDGBG8HR631157	C566036006008001	\$3,258	\$1072.53
2016 Chevrolet Tahoe	1GNLCDEC1GR229072	C566036006006601	\$16,166.46	

Ellis County

2017 Ford F150 (Fire Marshal)	1FTEX1EP3HKD16134	C566036006005501	\$11,130.98	
2013 Chevrolet Tahoe (D.A.)	1GNLC2E02DR160706	C566036006006601	\$8,762	
2014 Ford Fusion (D.A.)	3FA6P0HD2ER331642	C566036006003701	\$10,839	

2016 Chevrolet Tahoe (Juvenile)	1GNLCDEC8GR228601	C566036006006701	\$17,607.19	
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COMMISSIONERS COURT AGENDA REQUEST

3.1

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: 06/09/2025 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Constable Roy Callender

PHONE: 972 825-5325 FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Constable Office's Pct. 1, 2, 3, 4

ADDRESS: 101 WEST MAIN STREET

PREFERRED DATE TO BE PLACED ON AGENDA: 06/24/2025 or Sooner

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

Justice Solutions LLC. contract approval for Ellis County Constable Office's Pct. 1, 2, 3, 4

NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (this "Agreement") is by and between **Justice Solutions LLC** with offices at 316 North Lamar Blvd. Austin, Texas 78703 (the "**Company**"), and Ellis County Constables, with offices at 207 S Sonoma Trail Ennis, TX 75119. ("**Licensee**"). The Parties enter into this Agreement for designated Licensee's Departments' access to and use of the Company software-as-a-service ("**SAAS**") offerings described herein for a designated data processing system of the Licensee by specified Users, and for designated Services (defined below) to be provided by the Company, according to the terms and conditions specified in this Agreement. This Agreement has an effective date of _____, 20__.

1.0 DEFINITIONS

- 1.01 "**Concurrent User**" means a User who is accessing and using a particular Department Service at the same time as one or more other Users authorized to access and use an authorized Department Service. "**Concurrent User Number**" means the maximum number of Users authorized to access and use a particular Department Service at any given time. The authorized Concurrent User Number for each Department Service is stated in **Exhibit 1**.
- 1.02 "**Department**" means a particular specifically identifiable sub-unit of the Licensee governmental entity, for example, a distinct department, division or physical office of the Licensee; or an appointed or independently elected official ("**Government Official**"), or a distinct department, division or physical office operating under that Government Official and subject to that Government Official's supervision or authority.
- 1.03 "**Department Services**" means the specific Service(s) that a particular Licensee Department is authorized to use or access under this Agreement. A Department may be authorized to use more than one Service, as specified in **Exhibit 1**.
- 1.04 "**Documentation**" means any manuals, instructions, or other documents or materials that the Company provides or makes available to Licensee in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 1.05 "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.06 "**Licensee**" means the Licensee governmental entity, including but not limited to the individual Licensee Departments specifically identified in **Exhibit 1** that are authorized by

this Agreement to use the Services.

- 1.07 “**Licensee Data**” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Licensee by or through the Services or that incorporates or is derived from the processing of such information, data, or content by or through the Services.
- 1.08 “**Provider Materials**” means the Services, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by the Company in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include any information, data, or other content derived from Provider's monitoring of Licensee's access to or use of the Services, but do not include Licensee Data.
- 1.09 “**Provider Systems**” means the information technology infrastructure used by or on behalf of the Company in performing the Services, including all facilities, computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by the Company or through the use of third-party services.
- 1.10 “**Public Records Law**” means any applicable public open records law, or, as applicable, the Federal Freedom of Information Act (“FOIA”), 5 U.S.C. § 552.
- 1.11 “**Services**” means: (a) the SAAS offerings identified in **Exhibit 1** to this Agreement; (b) remote (cloud-based) hosting; (c) data backup, if any; (d) Special Services, if any; (e) maintenance, support, training; and orientation; (f) any other services provided by the Company under this Agreement; and (g) any and all enhancements, modifications, patches, upgrades, releases, developments, adaptations, and derivative works related thereto, no matter by whom developed.
- 1.12 “**Special Services**” is defined in Section 11.10.
- 1.13 “**User**” means a particular individual person that is authorized to use or access a particular Department Service under this Agreement. “**User Number**” shall mean, if specified in **Exhibit 1**, the total number of authorized Users for which Licensee has the right to permit access and use of a particular Department Service, not to exceed the permitted number of Concurrent Users authorized. Licensee shall provide a list of all authorized Users to the Company, updated from time to time as necessary to keep the Company advised of all authorized Users. The identification of all authorized Users shall be in a form and format acceptable to the Company. Licensee has a continuing duty to update the Company regarding any changes to its authorized Users including, but not limited to the resignation, death, or termination of employment or services of any User

2.0 LICENSE

2.01 Grant of License

The Company hereby grants Licensee a non-exclusive, non-sublicensable, non-transferable, limited, revocable license to use the Services identified in **Exhibit 1** during the Term solely for Licensee's internal use, subject to timely payment of all fees and charges specified. Each Licensee Department identified in **Exhibit 1** may use the Services authorized in **Exhibit 1** specifically for that Department, and none other; by no more than the number of Users authorized in **Exhibit 1** specifically for that Department for that Department Service; and by no more at any given time than the number of Concurrent Users authorized in **Exhibit 1** specifically for that Service and that Department. Each Licensee Department must use its identified Department Service(s) and related materials only in the regular course of its lawful business, within its usual governmental capacity without abuse, only at the sites and only on the networks and workstations or other equipment authorized, and in the manner contemplated by, and under the terms and conditions of, this Agreement. The Company hereby grants to Licensee a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.02 Users, Concurrent Users

Licensee has the right to permit access and use of the Service(s) by authorized Licensee Department employees who have been identified to the Company as authorized Users, up to the User Number specified in **Exhibit 1** for the applicable Service; *provided*, that no more than the authorized Concurrent User Number of Users may access or use the particular Service(s) at any given time.

2.03 Ownership of Services and Provider Materials; Right to Modify

Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services or Provider Materials whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services and Provider Materials are and shall remain vested in, and shall vest solely with, the Company. This Agreement does not create or transfer any right, title, or interest in or to the Services or any related materials in favor of Licensee or any third party. The Company reserves the right, in its sole discretion, to make any changes to the Services and Provider Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Company's services to its customers; (ii) the competitive strength of or market for the Company's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law.

2.04 No Alterations or Derivative Works

This Agreement does not grant Licensee the right to make derivative works or otherwise alter, modify, or adapt the Services or related materials. Licensee may not itself, or by the actions of any third party, volunteer, or contractor (hereinafter referred to as “**Licensee’s Designee**”), inspect, work on, improve, reverse engineer, enhance, adapt, develop, or otherwise use or exploit any of the Services, Provider Materials or other Company Intellectual Property Rights (collectively “**Alterations**”) in any manner whatsoever not authorized expressly by this Agreement, without express written permission from the Company. Licensee shall not make any replacements or substitutions to the Services and other Provider Materials without the written consent of the Company. Any such replacements or substitutions, or any derivative works, in whole (or part if incomplete), shall become the exclusive property of the Company as of the time of their creation and be subject to this Agreement unless the Company otherwise agrees in writing. If Licensee or anyone acting on Licensee’s behalf, directly or indirectly, modifies the Services or other Provider Materials without the Company’s written consent, the Company’s obligation to provide maintenance and provide support, at the Company’s option, will terminate; and any warranty of functionality will be voided.

2.05 Ownership of Alterations Including Derivative Works

If the Company consents to Alterations, including but not limited to Alterations that constitute copyrightable or patentable derivative works, by Licensee or any Licensee’s Designee, Licensee agrees that all right, title, and interest in and to any and all Alterations developed by Licensee or by Licensee’s Designee, whether such Alterations are completed or only partially completed, (i) shall be works made for hire for the Company if they are of a character that may be recognized as such under applicable law; or (ii) if not of such character, that all right, title, and interest in and to such Alterations shall be and hereby are transferred and assigned by Licensee to the Company; or (iii) if such present transfer and assignment is not recognized under applicable law, shall be transferred and assigned by Licensee to the Company when applicable law recognizes the effectiveness of such transfer and assignment; and (iv) that Licensee shall execute suitable transfer and assignment documents upon request by the Company, and (v) otherwise provide all reasonable assistance to the Company or its designee in effecting the registration or recordation of such Alterations. Licensee shall ensure that Licensee’s Designee performing such work shall transfer and assign all right, title, and interest in and to the Alterations to the Company, including all proprietary and descriptive information related to the Services and the Alterations that is developed by Licensee’s Designee. Licensee agrees and warrants that it will be responsible for ensuring that appropriate contractual, work made for hire, and transfer and assignment documents are executed by it and by Licensee’s Designee.

2.06 No Removal of Proprietary Legends or Notices

Licensee agrees not to remove or destroy any proprietary or confidential legends or markings (including but not limited to copyright or trademark notices) placed upon or contained within the Services, Documentation and other Provider Materials.

2.07 Licensee Data

Licensee retains all rights in and to its Licensee Data. At the termination of this Agreement, or at any other time upon request by Licensee and as a Special Service, the data will be exported by the Company to Licensee in a symbol-delimited ASCII format with an accompanying record layout, or in such other format appropriate for Licensee and which the Company is practically capable of producing and to which the Company agrees; provided, that use of such non-ASCII format does not infringe any Intellectual Property Rights of the Company or any third party.

If Licensee provides Licensee Data in a non-ASCII format, Licensee agrees it will pay for such programming, conversion, reformatting, manipulation, or other processing, as Special Services pursuant to Section 11.10, at the Company's then-prevailing time and materials rates, including reasonable travel costs and per diem expenses. If requesting conversion of Licensee Data to a non-ASCII format, Licensee must specify in writing to the Company what data records Licensee desires to be converted, the format requested, and the media on which the converted data is requested to be written or recorded. The Company will be given an opportunity and reasonable time to present Licensee with a scope of work/proposal regarding such programming, conversion, reformatting, manipulation, or other processing of non-ASCII format Licensee Data which scope of work/proposal and pricing shall be approved in writing by Licensee prior to the Company beginning such Special Services.

NOTE: There would be a charge for any other format, or if any reformatting, processing, or other manipulation of such a file were requested by Licensee or Licensee's new provider.

If this Agreement has been terminated under Section 8.0 on the basis that funds have not been appropriated, the Company will have no obligation under this section or otherwise to provide any transfer or conversion assistance to Licensee unless and until Licensee (i) certifies in writing that funds are available for such services from current funding sources and (ii) Licensee commits in writing to pay the Company for such services from such current funding sources.

Licensee will be solely responsible for obtaining, and for the costs of, any applicable third-party licenses or consents, or for the costs of any additional equipment or software required by the Company, that may be needed to accomplish or permit the conversion of Licensee Data to the agreed export format and using the agreed media.

2.08 No Access by Unauthorized Persons or Entities

Licensee will not permit, and warrants to the Company it will not permit, the Services or other Provider Systems to be used, accessed, inspected, reviewed, or viewed either directly or indirectly by any unauthorized person or entity. Licensee will not provide copies of any reports or other output by the Provider Systems and Services to any person or entity not authorized to receive them under this Agreement, or to which Licensee is not otherwise

required by applicable law to provide. This is a material condition of this Agreement.

2.09 **No Sublicenses or Unauthorized Extensions of License**

Licensee may not grant or extend, and warrants to the Company it will not grant or extend, sublicenses or other rights in or to the Services or other Provider Materials to others not authorized by this Agreement to receive them, including but not limited to Departments not expressly authorized in **Exhibit 1** to use the specific Service; or assign or transfer the License in whole or part, or any rights in or to the Service, to any unauthorized third party or to unauthorized Licensee Department or person. This is a material condition of this Agreement.

3.0 LICENSEE FEES; INITIAL MIGRATION OF DATA

3.01 **Fees.**

The fees for this Agreement shall be the amounts specified in **Exhibit 1**, to be paid over the Term of this Agreement or otherwise as specified in **Exhibit 1**. Addition of (i) Users or Concurrent Users within a Department, (ii) Departments, (iii) Department Services, or (iv) increases in User Numbers or Concurrent User Numbers specific to a particular Department Service, must be agreed in writing by both Parties, and may result in additional fees, including fees for additional installations or authorizations, and increases in any annual or monthly fees, as specified by the Company.

3.02 **Services**

Subject to payment of stated fees by Licensee as specified in **Exhibit 1**, the Company will provide the Services specified in **Exhibit 1** and **Exhibit 2**, as those Exhibits may be amended in writing from time to time.

3.03 **Initial Migration of Licensee Data to Provider Systems.**

(a) Licensee is responsible, at its own cost, for providing the Company with Licensee's existing Licensee Data and any other data for which the Company services will be provided, in a format acceptable to the Company and which the Company is readily able to import into and use with Provider Systems ("**Acceptable Data Migration Format**"). An Acceptable Data Migration Format includes a corresponding record layout for the data.

(b) If Licensee Data is in the possession of a third party (e.g., a prior service provider other than the Company), Licensee is responsible for obtaining Licensee Data from the third party in an Acceptable Data Migration Format. All costs of and charges by the third party to provide Licensee Data in such a format will be borne fully by Licensee.

(c) Licensee's tender of its Licensee Data to the Company for initial installation into Provider Systems (the initial migration of Licensee Data), or other additional data tendered

for input (including input by Licensee Users) (all being “**Tendered Data**”), will be Licensee’s representation to the Company that the Tendered Data is validated by Licensee as being Licensee Data and that it is accurate for the purposes of the Company’s provision of Services under this Agreement.

(d) The Company will not be responsible in any way for any errors in the Tendered Data provided by Licensee for either: (i) initial migration (including but not limited to inaccuracies in the data themselves and any errors arising from or traceable to formatting errors, failure to properly populate identified fields or to populate in formats other than those specified for the file, or other irregularities or inconsistencies) (“**Initial Data Errors**”), or in any later-tendered data (“**Later Data Errors**”), including any errors, inconsistencies, incompleteness, or other deficiencies of data reasonably traceable to such Data Errors or other inadequacies of the Tendered Data or the format in which tendered, or (ii) errors, inconsistencies, incompleteness or other deficiencies discovered by Licensee’s independent auditors (“**Audit Errors**”, and along with Initial Data Errors and Later Data Errors, the “**Errors**”)) during any annual or special audit undertaken by or on behalf of Licensee.

(e) If any Tendered Data file provided by Licensee requires any Company conversion, manipulation, reformatting, verification, or other work or processing required for or convenient to installation of any Tendered Data and to use it in Provider Systems and Services (“**Data Conversion**”), including but not limited to correcting any Errors, that Data Conversion shall be a Special Service (see Section 11.10), for which, in addition to any other fees specified or authorized under this Agreement, Licensee shall pay the Company’s reasonable costs and expenses, on a time-and-materials basis at the Company’s then-prevailing rates, including reasonable travel costs and per diem expenses. The Company shall be entitled to fees for Data Conversion service provided whether or not Licensee re-tenders Licensee Data before completion of Data Conversion by the Company of previously tendered data. Further, Licensee acknowledges and agrees that Licensee shall be solely responsible for the costs and expenses of any third party CPAs, consultants, and other experts engaged to resolve any Errors or other issues encountered by such Licensee including the time and expense of the Company incurred in engaging with such CPAs, consultants and other experts.

(f) In practice, the process of successfully (and as accurately as possible) importing Licensee Data into Provider Systems may take several iterations. E.g., the third party previously storing Licensee Data (or Licensee, as the case may be) (“**Prior Data Holder**”) may provide a data output and associated record layout, but an initial data migration test (or full importation attempt by the Company) may show that adjustments or manipulations of the Prior Data Holder’s output data file are required for successful importation. The Prior Data Holder’s initial response to the Company’s request for assistance, if provided, may or may not resolve the migration issues. If not, the process of attempting to obtain adjusted data files or other assistance from the Prior Data Holder may require multiple iterative attempts of this kind before a readable, usable, reliable import data file is obtained. Even then, the Company may be required to perform data import tests, data manipulations,

and accuracy testing. Licensee recognizes that such iterations may be required and agrees to bear all costs for obtaining the assistance of the Prior Data Holder. If the Prior Data Holder does not fully cooperate, Licensee will bear the costs incurred by the Company to correct any data formatting errors, irregularities, or inaccuracies that must be made by the Company to effect successful migration of Licensee Data. Note that multiple iterations have a benefit, to provide Licensee the opportunity to validate Licensee Data for the Company.

4.0 TERM AND SURVIVAL

4.01 Term

This Agreement shall come into and be in effect as of the Effective Date and shall have the initial term specified in **Exhibit 2** to terminate at 11:59:59 p.m. on the last day of the specified initial term (“**Initial Term**” along with any Renewal Terms as defined below, the “**Term**”).

Unless otherwise specified in **Exhibit 2**, this Agreement shall automatically renew for successive Renewal Terms of duration equal to the Initial Term (“**Renewal Term**”) unless either party notifies the other in writing not later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other Party, not to be unreasonably withheld, conditioned, or delayed; provided, however, that the total duration of this Agreement shall not exceed twenty-five (25) years or such other total duration as permitted from time to time under applicable law unless earlier terminated pursuant to Section 10.0.

4.02 Post-Expiration Assistance

Upon termination of this Agreement in part or in full by action of the terms herein, or upon action of the Parties as provided in this Agreement, unless otherwise provided in this Agreement including Section 10.0, the Company will assist in the transferal of the Licensee Data files in the possession of the Company according to the terms of this Agreement, as specified in Section 2.07.

Licensee will be responsible for reasonable Company fees, and for any costs or expenses incurred by the Company for such assistance, as Special Services (see Section 11.10), including but not limited to transferal or reformatting of data, at the Company’s then-prevailing rates for time and materials, and including any costs and expenses of associated travel, including reasonable per diem expenses.

4.03 Obligations Survive

Upon termination of this Agreement, all rights and obligations of the Parties shall cease, except that Licensee's obligations regarding (i) confidentiality, including provisions regarding any Public Records Law; (ii) return, and warranty of complete return, of all Documentation and other Provider Materials to the Company; (iii) assisting the Company in protecting its Intellectual Property Rights and in defending against third party claims of infringement; (iv) venue, consent to suit, and choice of laws; (v) attorney's fees and costs; (vi) payment of license fees, costs, interest and Taxes; (vii) limitations of liability; and (viii) indemnity shall survive termination of this Agreement, as well as any obligations to pay accrued fees or to reimburse costs or expenses to the Company.

5.0 PAYMENTS

5.01 Payment Due Upon Invoice

All sums due hereunder shall be payable upon receipt by Licensee of a Company invoice. Timely payment in full of fees and other costs when due is a material obligation of Licensee. Payments are due within thirty (30) days of the date of a Company invoice unless otherwise expressly provided in Exhibit 1. Payments are deemed made when received by the Company.

5.02 No Right to Withhold or Offset

Licensee shall make all payments when due and shall not be entitled to withhold any payments or portions thereof in the event of either (a) a dispute between the Company and Licensee or (b) a force majeure event. Except as specifically provided in this Agreement, Licensee's obligation to make timely payments required under this Agreement is absolute and unconditional in all events and is not subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of or alleged deficiencies in the Services, or any defects, malfunctions, misfunctions, breakdowns or other infirmities of any kind in the Services ("**Service Nonperformance**"), or relating to the Services any defects, malfunctions, misfunctions, breakdowns or other infirmities of any kind in the Services, or relating to the Services; or any impairment of functionality of, or access to the Provider Systems, Services, or Licensee Data caused in whole or part by the action of third parties, including but not limited to viruses, worms, Trojan horses, or other harmful components or agents, or other malware of any kind; or denial of service attacks or similar hacker attacks or other interferences of any kind by third parties. Licensee's sole remedy is to seek refund of fees paid for the period for which Licensee asserts Service Nonperformance unless such attack is determined by the Company to be the fault of Licensee or its Users (for which no refund is available).

5.03 Manner and Mode of Payment

All payments due hereunder shall be made in U.S. Dollars, and all payments shall be made to the Company at its address stated herein, or at such other address as the Company specifies in writing from time to time. Payment may be made by check drawn on a Licensee account, certified check, postal money order, or by wire transfer to an account of the Company's designation.

5.04 Taxes

In addition to the fees or other amounts due and payable under this Agreement, Licensee is responsible for and shall fully pay any and all local, state or federal sales, use, excise, privilege taxes, or other taxes and duties, tariffs, assessments or levies of any kind, however designated, assessed or levied, resulting from or related to this Agreement or any activities conducted hereunder, including attorney fees, and any interest, fines or penalties associated with or assessed for non-payment or late payment thereof (all collectively, "Taxes"). If such taxes are payable by or levied on the Company, Licensee shall promptly pay such Taxes in full upon notice by the Company or promptly reimburse the Company in full for any such Taxes the Company has paid, upon receipt of an invoice therefor; provided, however, that Licensee shall have no obligation to pay any taxes based on the Company's net income or gross receipts.

If Licensee is tax exempt, a copy of the tax-exempt certificate must be provided to the Company by Licensee.

6.0 CONFIDENTIALITY, NONDISCLOSURE, SECURITY

6.01 Confidentiality; Protection and Non-Disclosure

Licensee recognizes the Services and other Provider Materials are subject to the Company's Intellectual Property Rights and protected in part by three United States patents (US 9,558,163 B1 - US 9,558,288 B1 - US 9,514,107. B1); and recognizes and agrees that the Services and other Provider Materials related to them are: (i) considered by the Company to be trade secrets, (ii) provided to Licensee in confidence; and (iii) the exclusive and proprietary property and information of the Company. **Licensee represents and warrants** that it will not disclose Services or any other Provider Materials or any other Company confidential or proprietary information to any unauthorized person or entity, including but not limited to third parties or Departments or Users not expressly authorized by this Agreement, directly or indirectly, without express written authorization from the Company. In the event a request is made for Licensee to disclose Services, Documentation or other Provider Materials or information to a third party, Licensee promptly shall give written notice to the Company identifying the requesting persons or entities and, if known to Licensee, stating the reasons such requests have been made. The Company will determine in its sole discretion whether the requested disclosures should be made, and if not, what action to take; provided, that requests made under an applicable Public Records

Law are subject to the provisions of Section 6.04 of this Agreement.

6.02 Proprietary, Trade Secret Character of Provider Materials

Licensee hereby expressly recognizes the proprietary and trade secret nature of the Services and Provider Materials, and expressly agrees as follows:

- (a) To use the Services and other Provider Materials solely at the place(s) of installation specified in this Agreement, and solely for the lawful business of Licensee.
- (b) To ensure that specific Department Services and other Provider Materials are used solely by the Department(s) expressly authorized to use them, and that no more than the authorized number of Department Users use or have access to the relevant Department Services(s) and, as applicable, that no more than the authorized Concurrent User Number of Users accesses or uses the Department Service(s) at any given time;
- (c) To make no unauthorized copies of the Provider Materials, or any component or portion thereof, by any means for any purpose whatsoever, without prior written consent of the Company;
- (d) To make no unauthorized dissemination of the Documentation or other Provider Materials or any parts thereof;
- (e) To instruct Licensee's Government Officials, employees, officers, agents or representatives, or any others, having access to the Services or other Provider Materials that they may not copy or disseminate the Provider Materials, in part or in whole, to unauthorized persons or entities, including to unauthorized Licensee Departments and personnel; that they may not provide access to the Services or other Provider Materials to any unauthorized person or entity, including to unauthorized Licensee Departments and personnel; and to require compliance with these instructions as a condition of employment;
- (f) To effect security measures, including adoption of a written policy of confidentiality, adequate to safeguard the Services and other Provider Materials from unauthorized use or access by persons other than Licensee's employees authorized to use the Services for Licensee's own requirements; and
- (g) To reproduce the Company's copyright, trademark, patent notices, or other marks, and any other embedded proprietary or confidentiality notices or marks, on all materials related to or part of the Services and other Provider Materials on which the Company displays, or in which are embedded or written, such notices or marks, including on any copies made pursuant to this Agreement.

6.03 No Unauthorized Copying, Modification, Dissemination

Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer, or distribute the Services or other Provider Materials, or allow any other person to do so in any way or manner, without the prior written authorization of the Company.

6.04 Public Records Law

(a) Licensee and its Departments shall immediately inform the Company in writing (which may include transmission by facsimile or electronic mail) of any request under a Public Records Law for inspection or copying of any source code, software applications, Company documentation or other items protected by the Company's Intellectual Property Rights, in whole or part. Licensee must take all reasonable steps under the Public Records Act to preserve the right of the Company to participate in any process permitted under the applicable Public Records Law for the Company to urge that some or all the requested Provider Materials should not be disclosed; and Licensee must not voluntarily disclose the Provider Materials until compelled by that Law or a lawful order to do so. NOTWITHSTANDING THE FOREGOING, ANY PRINTED OR ELECTRONICALLY GENERATED REPORTS CREATED USING THE SERVICES INCLUDING (I) BUDGETS, (II) REPORTS DISTRIBUTED TO THE COMMISSIONERS, AND (III) REPORTS MADE AVAILABLE TO THE GENERAL PUBLIC ARE GENERALLY EXCLUDED FROM THIS SECTION 6.04.

(b) In the event that disclosure is ultimately required by a lawful order by a person or tribunal with applicable authority and jurisdiction, Licensee shall provide, along with the required access to or any copies of such Provider Materials, a written notice to the recipient that the Provider Materials are owned by the Company, or by a third party and licensed to the Company, and are protected by the federal Copyright Act and other laws; that recipient is not by virtue of disclosure under the Public Records Law thereby authorized to use, copy, or disseminate the Provider Materials, or develop or use derivative works, without the express written consent of the Company; and that any unauthorized use, copying, dissemination or development or use of derivative works is a violation of the Company's Intellectual Property Rights and constitutes a violation of federal patent, copyright or other laws, and could subject the recipient to civil or criminal penalties.

(c) These are material obligations of Licensee, and any failure of Licensee to comply, for whatever reason, is grounds for immediate termination by the Company of this Agreement. Termination under this Section 6.04 is not subject to the provisions of Section 10.01 regarding notice and opportunity to cure.

6.05 Compliance with Privacy Laws including HIPAA

Licensee is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by Licensee staff or others to access, send,

receive, print, write or record, manipulate, store, backup, restore, or otherwise use (collectively hereinafter "Access") individually identifiable personal information, or other protected private information no matter how denoted (e.g., personally identifiable information, protected personal information, protected healthcare information records, protected healthcare information, individually identifiable healthcare information, etc.); its security and security procedures and controls, and Access and authorization procedures and controls; and any other relevant Licensee functions or procedures concerning such data or Access thereto, are compliant with applicable federal, state and local law, regulatory rules and guidelines regarding the handling, confidentiality or privacy of such information, as those laws and regulations may be amended from time to time including any successor laws or regulations ("Privacy Laws"). This scope of this provision includes, but is not limited to, Licensee compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and all applicable regulatory rules or guidelines implementing HIPAA ("HIPAA Regulations") (collectively, "HIPAA" unless otherwise stated), as the statute or such regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines, regarding Licensee's handling of protected health information, also sometimes referred to as individually identifiable health information).

The Company is providing the Services on an "as is" basis with respect to the handling of such confidential Licensee Data. If additional equipment, software or other programming beyond the Services' "as is" status, or procedures are required so that the data processing services provided by the Company hereunder for the Licensee may achieve compliance with Privacy Laws, considering Licensee's network, operating systems, and equipment, and their configuration, deployment and other characteristics, Licensee's program, applications and data access practices and procedures, staffing, access, and other security rules and procedures, or other relevant factors, comply with applicable Privacy Laws, Licensee shall be responsible for the costs of achieving compliance by the Company, as Special Services pursuant to Section 11.10, on a time and materials basis at the Company' then-prevailing rates, and costs and expenses of any associated the Company travel, including reasonable per diem expenses.

The Company's compliance with written requests by Licensee for reports of any type covered by HIPAA or other Privacy Laws, including their implementing rules and regulations, whether through a Public Records Law or otherwise, shall be considered a Special Service and costs of compliance by the Company will be charged to the Licensee on a time and materials basis at the Company' then-prevailing rates,

**7.0 LIMITED LIABILITY; DISCLAIMER OF
WARRANTIES; FORCE MAJEURE; INDEMNITY**

7.01 LIMITATION OF LIABILITY

THE COMPANY'S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT OR ANY ACTIVITIES ARISING IN OR RELATED TO ITS PERFORMANCE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE STRICTLY AND UNCONDITIONALLY LIMITED TO, AND NOT TO EXCEED, THE FEES, COSTS, AND EXPENSES PAID OR REIMBURSED TO THE COMPANY BY LICENSEE UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING SUCH EVENT. IN NO EVENT WILL THE COMPANY BE LIABLE TO LICENSEE FOR ANY LOST PROFITS OR REVENUES, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION HEREBY, FOR LOSS OR INTERRUPTION OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS ACTIVITIES, OR FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS ANTICIPATED BASED ON USE OF THE SERVICE(S), OR FOR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THE COMPANY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM ASSERTED AGAINST OR BY ANY OTHER PARTY, IN CONNECTION WITH THE DELIVERY, INSTALLATION, ACCESS TO, TESTING, USE, PERFORMANCE OR NONPERFORMANCE OF THE SERVICES AND OTHER PROVIDER MATERIALS, OR THE ACT OR FAILURE TO ACT OF THE COMPANY, OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO THIRD PARTY CLAIMS AGAINST THE COMPANY, OR AGAINST LICENSEE FOR USE OF THE SERVICES AS PERMITTED BY AND IN COMPLIANCE WITH THE TERMS OF THIS AGREEMENT, FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, EXCEPT AS SET FORTH IN SECTION 7.03(F).

7.02 LIMITED WARRANTY/DISCLAIMER OF ADDITIONAL WARRANTIES

THE COMPANY PROVIDES THE SERVICES AND OTHER PROVIDER MATERIALS TO LICENSEE WITH ONLY A LIMITED WARRANTY, NAMELY, THAT THE SERVICES WILL HAVE THE FUNCTIONALITY DESCRIBED IN THIS AGREEMENT. BEYOND THAT LIMITED WARRANTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE SERVICES, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS OR

THAT THE OPERATION OF THE SERVICES OR OTHER PROVIDER MATERIALS WILL ALWAYS BE ACCURATE, UNINTERRUPTED, OR ERROR FREE. NO ADVICE OR REPRESENTATIONS BY THE COMPANY OR ITS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. THE COMPANY DOES NOT WARRANT THAT ANY PROVIDER SYSTEMS USED TO RUN OR ACCESS THE SERVICES OR OTHER PROVIDER MATERIALS, OR THE DATA USED TO GENERATE REPORTS, OR THE REPORTS GENERATED, WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. LICENSEE IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL LICENSEE DATA, AND THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT SUCH LICENSEE DATA OR ANY CALCULATIONS OR REPORTS THAT DEPEND ON OR UTILIZE SUCH LICENSEE DATA, PROVIDED HOWEVER, THAT THE COMPANY WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO EVALUATE ANY ISSUES WITH THE SERVICES BROUGHT TO ITS ATTENTION BY LICENSEE AND MAKE RECOMMENDATIONS TO LICENSEE WITH RESPECT TO THE RESOLUTION OF SUCH ISSUES.

If a Service does not provide the described functionality, the Company will use commercially reasonable efforts to cure the deficiency. If the Company is unable to do so, or to provide a replacement module or a satisfactory work-around, Licensee may request a refund of a portion of fees it has paid for the use of that Service corresponding to the period for which Licensee's business has been adversely affected by the defect; any such refund will be based on the relative proportion the defective Service bears to the whole of the Services provided, as the case may be, for which the fee is attributed, as measured by comparing the number of lines of code of the applicable module or subroutine that are added, deleted, or changed to remedy the defect, to the total number of lines of code in the applicable module or subroutine before correction to remedy the defect.

7.03 **Infringement Indemnification**

(a) The Company agrees to indemnify and to hold harmless Licensee from any damages finally awarded as a result of any third party claim of infringement of Intellectual Property Rights asserted against Licensee by reason of Licensee's use of the Services as delivered by the Company or used by Licensee, where such use by Licensee has complied strictly with the terms and conditions of this Agreement regarding use, dissemination, and copying of the Services and other Provider Materials, access to them, and protection and handling of them, and does not result from the events described in Section 7.03(f) below.

(b) The Company's obligation to indemnify and hold harmless will apply provided that the Company is promptly given notice in writing by Licensee of any such third party claim and that the Company has the right to elect to defend and settle, at its expense, any such claims; and further provided, that Licensee fully cooperates with the Company in connection with any defense by the Company of such claims or attempt to settle such claims.

(c) Failure of Licensee to provide such notice or assistance shall be a material breach of this Agreement, for which the Company shall have the right immediately to terminate this Agreement.

(d) The Company is not obligated to defend such third party claims but may do so at its election. Licensee may elect to participate in any formal proceedings regarding such claims but shall bear its own costs of such participation and its costs to assist the Company.

(e) The Company will have the sole right to determine the defenses of such third party claims concerning its Intellectual Property Rights, and the sole right to determine whether to accept any settlement offer or other offer of compromises of such claims.

(f) This obligation of the Company to indemnify Licensee will not apply if the claim of infringement is based in whole or material part on: (i) the development or use of any derivative work developed by or for Licensee by other than the Company or its designated contractors; (ii) Licensee's use of the Service(s) with devices or products not provided or approved by the Company; (iii) use by a person or entity not authorized under this Agreement to use or access the Services(s); (iv) the event giving rise to the claim of infringement is based on use of a version of the Service(s) modified without the consent of the Company; (v) Licensee's use constitutes willful infringement, including but not limited to Licensee's continued use of a Service after it has been notified or otherwise being aware there is or is likely to be a claim of third party infringement concerning that Service or its use by Licensee; (vi) Licensee's use of the Service after termination of this Agreement; (vii) Licensee uses or applies the Service in ways or for purposes for which it was not designed or for which its use was not contemplated by the Company, and Licensee's use or application as intended by the Company would not have given rise to the third-party claim; (viii) the alleged infringing use was by persons or entities other than as expressly authorized under this Agreement; (ix) for onsite installations, Licensee was using a previous version of Service(s) and the third party claim would have been avoided had Licensee been using a more recent version; or, (x) for onsite installations, Licensee has combined use of a Service with devices or products not provided or approved by the Company and the third party claim would have been avoided but for such combined use.

(g) The Company shall have no obligation to indemnify Licensee and hold it harmless as to any damages, costs, or expenses (including attorneys' fees) that are based in whole or part on actions by Licensee that do not strictly comply with the terms and conditions of this Agreement.

(h) To the extent permitted by law, Licensee shall indemnify and hold the Company harmless from any damages finally awarded as a result of any third party claim of infringement of intellectual property asserted against the Company by reason of Licensee's use or misuse of the Services or other Provider Materials, where such use by Licensee has not complied strictly with the terms and conditions of this Agreement including, but not limited to, the events described in Section 7.03(f).

7.04 Force Majeure

The Company shall not be responsible for performance hereunder, and its obligation to perform hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, storm and other weather events, earthquakes, floods or other natural catastrophes; cable or power outages, cable cuts or other loss of necessary Internet or other connectivity, including failure of networks; failure or loss of any third party supplies, or termination or rescission of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other malware or harmful agents, denial of service attacks, ransomware attacks, or interference with, alteration, or destruction of Licensee Data; any action, law, order, regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body, or other instrumentality of such government, or of any civil or military authority, which requires cessation, directly or indirectly, of such performance or any part thereof; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; failure of Licensee systems, processes, equipment, facilities, funding, or personnel with the result that the Company's performance hereunder is adversely affected in whole or part; or any other event outside the control of the Company or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until the Company by the exercise of reasonable diligence might remove, avoid, or otherwise cure such impediment if it is within the Company's ability to cure.

8.0 NECESSITY OF FUNDING APPROPRIATION

8.01 Term Subject to Appropriation

Except as provided in this Agreement for earlier termination, this Agreement will continue in force for its stated Initial Term and any Renewal Term(s) as set forth in Section 4.01, subject to the following limitation: The term of this Agreement is subject to annual appropriation by the Licensee in its budget of sufficient funds to make the payments called for herein for the coming contract year, and failure of such appropriation will permit Licensee to terminate this Agreement at the end of the then-current Term or Licensee fiscal year, as applicable; provided, that the required notice of termination is timely given to the Company; but provided further, however, that this "funding-out termination" provision shall not be available if Licensee appropriates monies for a substitute or replacement service from a third party that is, in whole or material part, like or similar to the Services provided by the Company hereunder, but excludes such appropriation from funding this Agreement or otherwise conditions the use of such appropriation to exclude in whole or part application of such appropriation to this Agreement or to the Company (an "**Improper Termination**").

8.02 Termination for Non-Appropriation

Except as described below, in the event funds for this Agreement are or become unavailable due to non-appropriation, this Agreement will terminate without penalty to or further obligation hereunder of either Party as of the last date for which funds have been appropriated; provided, that Licensee will remain responsible for costs and fees accrued hereunder for periods prior to such termination for non-appropriation. Notwithstanding the foregoing, in the event an Improper Termination has occurred, Licensee shall owe the Company all costs and expenses that would have been due through the end of the current Term including the Company's costs of collection (including attorneys fees) (the "Improper Termination Amount"). The Improper Termination Amount shall be due and payable immediately upon the Company's determination, in its sole discretion, that an Improper Termination has occurred.

8.03 Licensee Certification of Funding; Licensee Notice of Non-Appropriation

- (a) By executing this Agreement, Licensee certifies that it has available funds for payment of all fees stated in this Agreement during the initial fiscal year of the Licensee in the Term of this Agreement.
- (b) Upon request by the Company, Licensee must certify to the Company at least thirty (30) days in advance of the beginning of any Renewal Term that Licensee has appropriated and available sufficient funds for payment of all fees called for by this Agreement during the initial Licensee fiscal year of the Renewal Term.
- (c) Upon request by the Company, Licensee must certify to the Company at least thirty (30) days in advance of the beginning of a new Licensee fiscal year during the Initial Term or a Renewal Terms that Licensee has appropriated and available sufficient funds to pay all fees stated in this Agreement during that new fiscal year.
- (d) Failure of Licensee timely to give such notices or certifications upon request by the Company is a basis for the Company to consider that the Agreement will terminate as of the end of the current Licensee fiscal year or then-current Term, as applicable, and to begin any pre-termination winding up procedures or tasks. If, having failed timely to give a required or requested notice of non-renewal or of termination, or failing timely to request renewal, as the case may be, Licensee later provides such notice and wishes the Agreement to continue for the applicable Term or fiscal year, as the case may be, and if the Company has begun any pre-termination winding up preparations, the Agreement may continue if Licensee agrees in writing that it will reimburse the Company, as Special Services pursuant to Section 11.10, for the costs and expenses incurred by the Company for such pre-termination preparation, and any costs and expenses that will be incurred by Licensee to reverse such preparations and permit Services to continue uninterrupted, at the Company's then-current rates for time and materials, including any associated travel, and, further, certifies in writing that there are current Licensee funds appropriated and available to reimburse Licensee.

(e) Licensee must notify the Company in writing at least ninety (90) days prior to the end of any current Licensee fiscal year if Licensee does not intend to make such appropriation for its next-occurring fiscal year.

9.0 REPRESENTATIONS

9.01 Status of Licensee; Authority to Make Agreement; Compliance with State Law

Licensee represents, covenants, and warrants to the Company that Licensee is a Constables of the State of Texss; and that as a Constables of the State it is a public and local governmental body of the State, corporate and politic, and is authorized by the Constitution and other laws of the State to enter into the transactions contemplated by this Agreement and to carry out its obligation hereunder. Licensee further represents, covenants, and warrants that it has complied with all procedures required by local or state law so that this Agreement is enforceable under the laws of the State, including that Licensee has complied with all applicable bidding or other procurement requirements or that this Agreement is within the scope of appropriate exceptions to the competitive or other procurement requirements applicable to Licensee.

9.02 Disclaimer of Reliance on Other Understandings or Practices

Each Party represents and warrants to the other Party that, in entering into and performing its obligations under this Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other Party with respect to the subject matter hereof, nor on any prior or current course of dealing or of performance between the Parties concerning or related to other agreements or undertakings, nor on any custom and usage in the trade, except as such promise, inducement, representation, or custom or usage may be expressly set forth herein.

10.0 DEFAULT AND REMEDIES

10.01 Default

Without limitation hereby, the following shall constitute a default by Licensee (“**Default**”):

- (a) Failure timely to pay when due any payment under this Agreement or timely to perform any Licensee obligation thereunder;
- (b) Failure by Licensee to comply with or perform any provision of this Agreement;
- (c) Infringement of the Company’s Intellectual Property Rights;
- (d) An Improper Termination;

- (e) False or misleading representations or warranties as to Licensee's status and the current or next-occurring fiscal year's appropriations of funds for this Agreement made or given by Licensee; or
- (f) Any reduction in the value of the Services and related materials caused by any act of Licensee in violation of its obligations under this Agreement, or that materially diminishes the prospect of full performance or satisfaction of Licensee's obligations herein.

Except as otherwise specified elsewhere in this Agreement including Section 10.02, the Company has the right to suspend Services immediately under this Agreement upon the occurrence of any event of Default as specified above; and upon Licensee's failure to remedy such Default within a period of thirty (30) days after notice of such Default by the Company to Licensee, the Company shall have the right to pursue any one or more of the following remedies without any further demand or notice to Licensee:

- (i) Terminate this Agreement, and demand Licensee return any copies of Provider Materials in the possession of Licensee, and/or destroy or cause to be destroyed all copies thereof on such premises or other Licensee computers or other equipment, no matter where located. Licensee shall certify in writing that it has complied in all respects with this Section 10.01(i);
- (ii) Take whatever action at law or in equity the Company in its sole judgment may consider to be necessary or desirable to collect the payments then due from Licensee, and/or to enforce performance and observance for any obligation, agreement or covenant of Licensee under this Agreement and to recover the Company's reasonable attorneys' fees and costs associated this Section 10.0; and
- (iii) Seek any other relief to which the Company may be entitled at law or in equity.

10.02 The Company's Right to Terminate for Infringement Claims

The Company reserves the right immediately to terminate this Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of any Intellectual Property Rights, or for unfair competition or trade practices or other misuse, relating to the Services or other Provider Materials, or any parts thereof, are asserted against the Company, any relevant Company licensor, or Licensee or any of Licensee's employees, officers, agents, representatives or contractors. Such determination shall be in the sole discretion of the Company. Termination on this basis shall be effective on notice in writing to Licensee by the Company, stating the reason for such termination. This Section 10.02 is not subject to the notice and cure provisions of Section 10.01. Termination on this basis shall impose no penalty or cost on the Company, shall release the Company of any further obligations of performance under this Agreement and shall not constitute breach of this Agreement by the Company.

10.03 Remedies Cumulative

The rights of termination under this Section 10.0 shall be in addition to any other right or remedy the Company may have at law or in equity.

10.04 Termination is Licensee's Sole Remedy

Licensee's termination of this Agreement shall be the sole remedy for Licensee for any claim of breach of this Agreement by the Company asserted by Licensee, except as may be expressly provided elsewhere in this Agreement: provided, that Licensee shall first give the Company written notice of such alleged breach, with sufficient particularity that the Company may reasonably ascertain the nature of the default alleged, and the Company shall have at least thirty (30) days to cure such alleged default, or such other longer time as is commercially reasonable or otherwise is specified elsewhere in this Agreement.

10.05 Equitable Remedies: Consent to Injunction and Waiver of Legal Rights.

Licensee acknowledges that the Company has gone to considerable time and expense to develop the Services and other Provider Materials and that the Company would suffer significant and irreparable harm and damage by unauthorized copying, reproduction or use of the Services or other Provider Materials or the unauthorized disclosure of any such Services or other Provider Materials to anyone not authorized under this Agreement. Licensee further acknowledges that such unauthorized actions may and likely would cause significant commercial damages that would be difficult to quantify. Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available, the Company shall be entitled to equitable relief including but not limited to temporary restraining orders, and temporary and permanent injunctions, to protect the integrity of the Company's Intellectual Property Rights and to prevent disclosure (or continuing disclosure) thereof. Licensee also hereby expressly waives any right to require that the Company provide proof of actual or impending actual damage as a prerequisite to the Company obtaining equitable relief; and

expressly waives any requirement that the Company post any bond or other security as a prerequisite to obtaining or enforcing such relief.

10.06 Early Termination Fee

Licensee understands and acknowledges that the monthly fees stated in this Agreement include recovery of costs incurred by the Company in setting up for and initiating services and Licensee's access to and use of the Provider Systems and Services, and that termination before the end of the Initial Term would mean that the Company does not fully recover those actual upfront costs. Therefore, for termination by Licensee before the end of the Initial Term for any reason other than for cause, Licensee agrees to pay a Termination Fee. The "**Termination Fee**" will be equal to the product of (i) the Service Initiation Cost divided by the number of months in the Initial Term, and (ii) the number of months remaining in the Initial Term after the date of termination. "**Service Initiation Costs**" include all costs and expenses incurred by the Company needed to initiate service to Licensee including Special Services pursuant to Section 11.10, if applicable, and to permit Licensee's access to and use of the Provider Systems and Services, that have not been unreimbursed (e.g., travel) or otherwise recovered (e.g., upfront payment by Licensee for data migration), including without limitation hereby, all labor, costs, and expenses of: setup for Licensee, data migration, and orientation and training, or other mobilization or setup tasks. The Termination Fee will be due thirty (30) days after Licensee gives notice of termination; or, if Licensee terminates under Section 8.0 for lack of appropriated funds but fails to give notice, ten (10) business days following the end of available funding. For avoidance of doubt, the Company's collection of a Termination Fee does not preclude it from also collecting an Improper Termination Amount, if applicable.

11.0 MISCELLANEOUS

11.01 Assignment

None of Licensee's rights regarding the Services and other Provider Materials may be assigned, sublicensed, or transferred voluntarily, by operation of law or otherwise, without (a) the Company's prior written consent, which may be withheld in its sole discretion, and (b) the execution of a new Agreement. If the Company agrees to such assignment, sublicense, or transfer, unless otherwise agreed in writing by the Company, Licensee will remain fully responsible for all Licensee obligations hereunder.

11.02 Notices

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail; (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier capable of tracking shipment and delivery; or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving Party, or to such other address, facsimile number or person as the receiving Party may designate in writing to the sending Party from time to time.

If to the Company:

Justice Solutions
316 North Lamar
Austin, Texas 78703

If to Licensee:

Ellis County Constables
207 S Sonoma Trail
Ennis, TX 75119

11.03 Severability

In the event that any provision of this Agreement is determined by a court or other tribunal with appropriate authority and jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent permitted by applicable law, to the extent such enforcement still gives effect to the meaning and intent of the Parties as inferred from all the terms of this Agreement.

11.04 Entire Agreement; Modification

This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the Parties concerning the licensing and use of the Services and other Provider Materials, and supersedes all oral or written proposals or understandings concerning such licensing. This Agreement may be modified only by a writing duly executed by both Parties. Should Licensee issue a purchase order or any similar document for its own internal purposes, any conflict between the terms and conditions of the purchase order for other document and this Agreement shall be controlled by this Agreement. No purchase order or other document of Licensee or any Licensee Department unilaterally issued or presented without the written agreement of the Company to all its terms and conditions shall have the effect of creating a conflict with or a variance of the terms of this Agreement, or of augmenting, modifying, limiting, expanding, or qualifying the terms of this Agreement.

11.05 Actions

In the event of litigation or other dispute proceedings (other than mediation as required below)

arising under, concerning, or related to this Agreement, the prevailing Party shall be entitled to recover, in addition to the relief granted, all costs reasonably incurred, including a reasonable attorneys' fees and expert fees, to the extent permitted by applicable law.

11.06 Governing Law

This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, and federal law, as applicable.

11.07 Confidentiality

Each Party shall keep strictly confidential the terms of this Agreement and the proprietary or other confidential information of the other Party that may be acquired or provided in the course of performance of this Agreement, to the full extent permitted by applicable law. Each Party shall promptly notify the other in writing of any discovered or required compromise of such confidentiality. Licensee shall use utmost care to ensure that no unauthorized copies of or access to Services and other Provider Materials provided by the Company is accessed, obtained, copied, provided to, or inspected by persons or entities not authorized by this Agreement.

11.08 No Waiver of Rights

No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent is in writing signed by the Party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either Party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default or future or past similar breach or default.

11.09 Responsibility for Cyber Attacks

- (a) Licensee hereby represents and warrants that its employees and contractors have completed Cybersecurity Awareness Training as required by state law, if applicable.
- (b) The Company shall have no liability to Licensee for any kind or form of cyber damage caused by third parties to Licensee Data, systems, networks, property, or other facilities, including from, without limitation hereby, Cyberattacks (as hereinafter defined):
 - (i) that are directed against Licensee's facilities (including equipment, networks, software, operating systems, security methods or mechanisms, or other instrumentalities);

(ii) where the attack has gained access to Licensee's facilities as a result of acts or omissions of Licensee, its Users, or any third party; or

(iii) against the Provider Systems which have been enabled or permitted in whole or substantial part by acts of omissions of Licensee or its Users and the resulting malware or other harmful agent or action also migrates to or affects the Provider Systems.

(iv) Such acts or omissions of Licensee or its Users may include, without limitation hereby: (A) where Licensee employee, agent, guest, or other person using Licensee equipment clicks on a link, or opens an email or other document, or imports documents or data from a thumb drive or other source, including third party sources, that introduces a virus or other malicious agent that in turn infects Licensee systems and/or data, and/or migrates to the Company's systems; or (B) where a third-party gains unauthorized access to Licensee's systems by other means, such as but not limited to hacking into Licensee equipment, by accessing Licensee equipment that has inadequate security, or by otherwise penetrating Licensee's security systems.

Licensee will be responsible for payment of any costs to cure or correct the effects of such events, including, without limitation hereby, costs of experts including for forensics, and payments made in response to demands for cyber ransom or other payments to malicious third-party actors.

(c) Upon request in writing by Licensee, the Company will assist Licensee to remedy or work around any adverse effects of the Cyberattack on Licensee's ability to conduct business. Such assistance by the Company will be a Special Service, the costs and expenses of which will be borne by Licensee, including not only for the Company's time, costs and expenses, but also for the costs and expenses of any third parties from which the Company obtains assistance to address the attack, and for any ransom or other amounts the Company may pay on Licensee's behalf. If the attack creates any kind of operational or other emergency, unless the requirement of the Company's giving of an estimate for the Special Service is waived in writing by Licensee (email will suffice), the Company will follow the Special Services estimate-and-approval procedure (see Section 11.10), notwithstanding any need for immediate responsive diagnosis and action to cure or work around the Cyberattack effects. If Licensee opts to permit the Company to begin diagnosis, including forensics if needed, and to address the problem before the estimate-and-approval procedure is completed, the Company will present an estimate as soon as practical, for discussion and approval or rejection in whole or part by Licensee; but Licensee agrees that its waiver or postponement of the estimate-and-approval procedure will not relieve Licensee of its obligation to pay the Company its costs and expenses reasonably incurred prior to conduct and conclusion of the estimate-and-approval procedure.

(d) The Company will work at the Company's cost to remedy or work around any effects of any Cyberattack directed against the Provider Systems that adversely affect the

provision of Services to Licensee, and to ensure continuation or restoration of services as soon as possible. Licensee will provide full assistance to the Company in this effort.

(e) For the purposes of this Section 11.09, "Licensee" includes Licensee and Licensee's Government Officials, officers, employees, agents, representatives, and contractors.

(f) Without limitation hereby, "Cyberattacks" include, but not limited to: denial of service attacks, theft or corruption of data, operation of ransom ware or other data denials, hacking, operation of malware or other harmful agents, and any other electronic interference with equipment, databases, software, operating systems, networks, or other facilities, adversely affecting or with the potential to adversely affect Licensee Data or Services provided under this Agreement, caused in whole or part by third parties.

(g) Although scope of coverages available are limited and different, insurance is available commercially that can provide some protection against adverse effects of Cyberattacks and other harmful events. Licensee is encouraged to obtain and maintain cyber insurance coverage to protect its systems, data, and facilities from harmful third-party actions.

11.10 Special Services

(a) Licensee may from time to time request that the Company provide Special Services, which are services outside the stated scope of the Agreement but which are related thereto. All requests for Special Services must be made in writing. Special Services include, but are not limited to, special data entry services, including program and test data keypunching, and other data entry; computer runs; industrial or system engineering services; data modeling; or other handling of data to be maintained or utilized by the Company under this Agreement, whether such data is provided to the Company by Licensee, or on Licensee's behalf by a previous or other third party provider; training by the Company after Licensee's go-live date or otherwise in excess of that provided for as part of the relevant license fee(s); unusual or special maintenance tasks, other than as necessary to provide and maintain the functionality and performance of the Service(s); forensic accounting services; bookkeeping services; and any other services not explicitly described in this Agreement as included with the stated Service fees.

(b) For custom programming (i.e., any programming not identified in **Exhibit 1**), investigating whether the Services will integrate or otherwise interface well with any third party vendor software currently used or proposed to be used by Licensee, or any other Special Service requested by Licensee that the Company agrees to provide, the Company will give Licensee a written estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the Special Service, based on the Company's then-current prevailing rates for work and materials. If Licensee provides a written authorization to proceed with the Special Service, including a certification that adequate current fiscal year funds are available to pay for the Special

Service, the Company will perform the Special Service. The Company will have no obligation to provide, or to begin to provide, any Special Services until such authorization and certification are provided.

(c) Requests for work by the Company or products outside the stated functionality of the Services to be provided hereunder by the Company (e.g., responding to requests by regulatory or administrative agencies for data or reports not capable of generation by Licensee using the existing functionality of the Services, or for litigation or other purposes; or responding to open records requests) will constitute a Special Service. Such requests from such third parties must be directed to Licensee, not the Company, which will not respond directly to the third party. Upon written agreement by Licensee that it will compensate the Company for the Special Service required to assist Licensee to respond, and will reimburse the Company for incurred costs and expenses, and certification that funds exist to pay the Company's compensation, costs, and expenses, the Company will undertake the Special Service; provided, further, that if the response is to be provided in a short period of time, the Company's compensation may include a component reflecting that the Company personnel will be required to work more than their ordinary number of hours per day, or to work on weekends or holidays, and be compensated accordingly.

11.11 Mediation

Before either Party may seek judicial relief regarding any claim or dispute arising under, related to, or concerning this Agreement, except for the Company's seeking equitable relief pursuant to Section 10.05 or as otherwise permitted at law, the Parties agree to engage in non-binding mediation in a place and with a mediator acceptable to both Parties; provided, that if the Parties cannot agree on location or mediator, they agree to use an appropriate Alternative Dispute Resolution (ADR) entity to provide mediation services. The Parties will share equally the costs and expenses of mediation, except that each Party will bear its own costs of participation and any legal or other representation.

11.12 No Arbitration

Neither Party may be compelled to arbitrate any claim or dispute arising under, related to, or concerning this Agreement without its express written consent.

11.13 Headings and Captions

Descriptive headings and captions are for convenience only and shall not affect the construction or application of this Agreement. Words having established technical or trade meanings shall be so construed. Words of any gender are deemed to include any other genders; and use of the singular or plural shall include the other, unless otherwise required or apparent by context. This Agreement shall be construed according to fair meaning and not for or against either Party.

11.14 Designation of Materiality Not Exclusive

Some provisions of this Agreement bear the explicit designation of being material obligations. Materiality of a provision in this Agreement is not exclusive to such explicitly designated provisions; those designations are made to ensure Licensee is aware that the obligation of Licensee so designated is considered a material obligation under the Agreement.

11.15 Tex. Gov't Code Ch. 2270 Verification

The Company's execution of this Agreement includes written verification that the Company does not boycott Israel and will not during the Term of this Agreement.

[End of main body of document.]

APPROVALS AND EXECUTION OF AGREEMENT

Each person signing below represents that he or she has read this Non-Exclusive License Agreement in its entirety; understands its terms; is duly authorized to execute this Non-Exclusive License Agreement on behalf of the Party indicated below by his or her name; and agrees on behalf of such Party that such Party will be bound by those terms.

Executed the dates written below, to be effective as of _____, 20____ (the "Effective Date").

Justice Solutions

CLIENT

By: 

By: _____

Daniel Boswell
Name Printed

Name Printed

Title: President

Title: _____

Date: _____, 20____

Date: _____, 20____

Exhibit 1 – Departments, Services, and Users

To Non-Exclusive License Agreement Between Ellis County Constables And Justice Solutions

The Licensee Departments identified in this Exhibit 1 are authorized to use the specific Department Service(s) stated below. The number of authorized Users and the Concurrent User Number for each such Department and each Service authorized for that Department are specified in this Exhibit. No more than the authorized Concurrent User Number of Users may access and use the applicable authorized Service at any given time. Monthly fees are not based on the number of authorized Users, but on the authorized Concurrent User Number. The Concurrent User Number may be increased on request of Licensee with the consent of the Company, with an approved Addendum to this Exhibit 1 signed by both Parties. Each additional authorized Concurrent User will result in an increased license fee as specified below, per additional authorized Concurrent User, per month. The License fee includes all new releases and versions of the specified Service. The Company connections are protected by certified RSA 2048-bit (SHA 256 with RSA) encryption.

SAAS Applications – Departments

Department	Authorized Program	Concurrent User(s)	Cost Per User	Annual Fee
Constables	Constable Professional	12	\$2,100.00	\$25,200.00

Hosted Imaging	\$7,200.00
Procurement/Mobilization	\$0.00
Other Special Services	\$11,040
Annual Fee	\$43,440.00
Annual fee upon renewal	\$32,400.00

Fees

Unless otherwise expressly provided in this Exhibit 1, monthly fees are due and payable in advance of the first day of each month by Licensee at the Company's 316 North Lamar Blvd., Austin, Texas 78703 office (or at such other place for payment designated in writing by the Company from time to time) by 5:00 p.m. Central Time. Payment must be in U.S. Dollars, by check drawn on Licensee's account, certified check, or wire transfer to an account specified by the Company. Payment is deemed made when the Company receives payment. Payment is to be made in United States dollars.

Additional Departments or Department Services

Upon written request of Licensee, additional Departments or Department Services may be added, subject to consent of the Company and mutual agreement regarding any applicable additional fees. Additional fees for deployment of additional or different Services, or installation, training, or additional data conversion/formatting, and other costs, including but not limited to travel and reasonable per diem expenses, may apply.

Additional Concurrent Users

Additional Concurrent Users may be added upon request of Licensee with the approval of the Company, to be documented in an Addendum to this **Exhibit 1** executed by Licensee and the Company, for an increase in the license fee stated for that Department Service equal to \$2,100.00 per additional Concurrent User during the Initial Term, and thereafter at agreed fee rates.

Image Storage Fees.

The Licensee agrees to pay for data storage pursuant to the following storage requirement and rate structure: \$1,800.00 per terabyte (TB) of data.

COLA Adjustments

Fees will adjusted annually based on cost-of-living-increases ("COLAs") determined by reference to the United States Department of Labor's Consumer Price Index (CPI). The Company will advise Licensee prior to the beginning of each contract year whether a COLA increase in fees will be applied, and if so, what that increase will be.

SAAS Services

Administrative Menu:

- Offense Investigation Professional Software
- Constable Professional Software
- Data Backup
- Image Backup
- Standard Demographic Interface
- Any product enhancement not considered to be special services

[END OF EXHIBIT]

Exhibit 2 – Term and Scope of Services

To Non-Exclusive License Agreement Between Ellis County Constables And Justice Solutions

Ellis County Constables

Term of Agreement; Renewals

Initial Term: **1.00 (one)** year(s)

Start Date _____, 20____

End Date _____, 20____

Renewals:

Unless notice is given in writing by either Party to the other on or before ninety (90) days before the end of the Initial Term (or, as applicable, the then-current Renewal Term), this Agreement will automatically renew for a Renewal Term of the same length as the Initial Term (or, as applicable, the current Renewal Term), for up to twenty-five (25).

Hosted SAAS Services – Cloud-Based Computing and Data Management

No SAAS applications will be installed on Licensee’s site. The Services will hosted remotely within the Microsoft Azure Government Facility. Upon execution of the Agreement, the Company will configure its hosting servers and other facilities to provide Licensee access to and use of the authorized Services and to store Licensee Data.

Licensee is wholly responsible for obtaining and maintaining appropriate workstations and other equipment, and software and operating systems (e.g. the Company might specify use of Windows 10 or later); having and maintaining appropriate and secure internal and external networks, including appropriate Internet or other connectivity having sufficient bandwidth and speed to permit suitable working access to and communication with the Company’s cloud-based servers. Licensee’s Internet connectivity must have at least the minimum upload and download rates required by the Company. The Company is not responsible for failure of or unsatisfactory performance of the Service(s) where Licensee’s equipment, networks, or connectivity are not adequate for use with the Company’s SAAS Services.

Licensee is wholly responsible for having, applying, and maintaining security systems and procedures necessary to ensure the integrity of Licensee’s operations utilizing the Service(s) and

security of Licensee's transmission and receipt of data to and from the Company's hosted servers. The Company will not be responsible or liable for any failures of such security that result in interruption of any kind of the access to or use of the Service(s), or loss, corruption, or theft of, or other adverse effects on, Licensee's data arising in whole or part because of inadequacies in Licensee's security systems or procedures.

Licensee is wholly responsible for ensuring that its security is adequate to prevent intrusion into or access by unauthorized third parties of Licensee's equipment, networks, and other systems, including without limitation hereby third party hacking into or other unauthorized access to Licensee or Licensee contractor equipment connected to or through networks or other means of access to Provider Systems.

Licensee is wholly responsible for having, applying, and maintain security systems and procedures necessary to ensure the integrity of Licensee's operations utilizing the Service(s) and security of Licensee's storage and handling of data or of the Services' handling of data. The Company will not be responsible or liable for any failures of security that result in interruption of any kind of the access to or use of the Service(s), or loss, corruption, or theft of, or other adverse effects on, Licensee Data arising in whole or part because of inadequacies in Licensee's security systems or procedures.

Maintenance

The Company will provide maintenance during the Term of the Agreement. For cloud-based hosted services, the Company will provide maintenance to its hosting servers and other equipment. For onsite installations, after initial installation, access to and maintenance of the Services by the Company will be by remote access.

Licensee Requests and Trouble Notices

Licensee must submit all requests for services of any kinds, including any Special Services ("**Service Requests**"), and submit all complaints or reports of errors or malfunctions ("**Error Reports**") in writing to the Company. The Company is not responsible for responding to Licensee Error Reports or Service Requests that are not timely submitted in writing. Emails properly addressed to support@justicesolutions.com are acceptable; and any period of time required for or stated under this Agreement for response or cure by the Company of asserted errors, or for the provision of requested services, shall not be deemed to have begun until and unless such Error Report or Service Request has been received by the Company. The purpose for this procedure is to provide a record of Licensee requests and error reports, with Licensee's own descriptions, as well as to ensure that Licensee's concerns are addressed and not inadvertently overlooked

Data Conversion and Importation

The Company will convert Licensee Data and import it to the Company's data storage servers. Licensee must provide its data in a documented format acceptable to the Company. **See Section**

3.03 of the Agreement. The fee for conversion and importation by the Company is estimated to be **\$0.00**, based on an estimate that it will require **100** hours of the Company man-hours; but may be higher if the data is corrupted, there are formatting and ordering errors, or other problems not of the Company's making. The estimated fee is due and payable by Licensee in full within **90** days of the execution of the Agreement; if additional amounts are due, the Company will invoice Licensee for them following successful conversion and importation of the data, and payment in full by Licensee will be due thirty (30) days from the date of the Company's invoice.

Testing and Verification

The client will be responsible for verifying the validity of the data conversion. Once final sign-off has been obtained, the Company will not perform any further conversion services of the data

Data Backup

For remote installation (cloud-hosted service), unless otherwise agreed, the Company will be responsible to conduct daily and monthly backup of Licensee Data kept on the hosted services server(s), by means consistent with industry standards, or as may be otherwise specifically described. Licensee may request other backup procedures or frequencies, which the Company may agree to provide in its sole discretion, and for which there may be additional fees or costs (including possibly treatment as a Special Service).

Orientation

The Company will provide training to Licensee when in the opinion of both Parties, it will further the intent of this Agreement and facilitate and expedite the provisions of the Services. Initial access to the Services will occur after the initial orientation of appropriate Licensee personnel by the Company, at a time and location to be arranged by and agreed to by the Company. Orientation and training shall be at no additional cost to Licensee beyond reasonable expenses of the Company as defined in **Exhibit 1**.

Expenses and Out-of-Pocket Costs

Licensee shall reimburse the Company for reasonable costs and expenses incurred by the Company other than as included in stated License fees for use of the authorized Services and related materials. The Company will usually ask Licensee to pre-approve all anticipated the Company expenses, the costs of which are to be reimbursed by Licensee, except where impracticable because of, for example, the need to respond quickly to an unanticipated situation. The Company will submit to Licensee original receipts supporting the costs and expenses requested to be reimbursed by Licensee.

Unless otherwise agreed, the Company will be reimbursed

At then-current government rates for the applicable region;

For hotel room categories corresponding to Courtyard by Marriott or Hampton Inn;

For mid-size car rental;

For airfare on Southwest Airlines or United Airlines;
For mileage at the current legal reimbursement rate; and
For the then-current daily federal per diem rate for the area, plus applicable tax, plus fifteen percent (15%) meal gratuity per ACA 19-4-925(b).

Licensee Input

The Company sends each Licensee customer an annual survey seeking Licensee comments, to which the Company strongly encourages you to respond.

The Company also periodically holds a customer advisory meeting. All current Licensees are invited and are encouraged to attend. (Attendance is at the Licensee's expense.) Software performance is discussed, new software features and/or enhancements are demonstrated, and clients are asked to identify any improvements, modifications, or enhancements they may desire. Based on the clients' interests and priorities of those in attendance, the Company identifies improvements, modifications and/or enhancements it will seek to make to the Services over the next year.

Any improvements, modifications, or enhancements the Company makes as a result of the customer survey or advisory meeting will be provided in new software releases at no cost to Licensee. Additionally, any software changes / enhancements mandated by state or federal law will be provided at no cost to Licensee.

3.2

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 06/17/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Krystal Valdez

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 06/24/2025

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

**** Administrative Agenda ****

Discussion, Consideration and Approval to add (1) one additional cash drawer to the County Clerk in the amount of \$50.00.

Patricha Bremer

From: A Guerrero
Sent: Tuesday, June 17, 2025 9:52 AM
To: Staci Parr
Cc: Patricha Bremer
Subject: Re: New Register Bag

Good morning,

Yes, this will be a new register that we currently don't have and would need to have a balance of \$50.00.

Thank You,

Amy Guerrero

Amy Guerrero, Chief Deputy
Office of the Ellis County Clerk Krystal Valdez
Ellis County Courts & Administration Building
109 South Jackson, 2nd Floor, Waxahachie, TX 75165
Phone: 972.825.5070 Fax: 972.825.5075
Email: a.guerrero@co.ellis.tx.us
Website: www.co.ellis.tx.us/74/county-clerk



From: Staci Parr <staci.parr@co.ellis.tx.us>
Sent: Monday, June 16, 2025 6:18 PM
To: A Guerrero <a.guerrero@co.ellis.tx.us>
Cc: Patricha Bremer <patricha.bremer@co.ellis.tx.us>
Subject: Re: New Register Bag

Hi.

If this will be above the number of drawers you already have, I will need to create a Commissioners Court agenda request asking for another cash drawer to be added. What amount will the drawer start with?

Staci

Staci Parr, CGFO
Ellis County Auditor
The Historic Courthouse
101 W. Main Street, Ste. 302
Waxahachie, Texas 75165

Phone: 972.825.5123
Cell: 972-268-1765
Fax. 972.825.5124
Email: staci.parr@co.ellis.tx.us



From: A Guerrero <a.guerrero@co.ellis.tx.us>
Sent: Monday, June 16, 2025 5:46 PM
To: Staci Parr <staci.parr@co.ellis.tx.us>
Cc: Patricha Bremer <patricha.bremer@co.ellis.tx.us>
Subject: New Register Bag

Hi Staci,

Our office will be hiring for a new position that will need to have a cash drawer bag. What do we need to start this process?

Thank You,

Amy Guerrero

Amy Guerrero, Chief Deputy
Office of the Ellis County Clerk Krystal Valdez
Ellis County Courts & Administration Building
109 South Jackson, 2nd Floor, Waxahachie, TX 75165
Phone: 972.825.5070 Fax: 972.825.5075
Email: a.guerrero@co.ellis.tx.us
Website: www.co.ellis.tx.us/74/county-clerk



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: June 16, 2025 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 24 2024

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

1. Approval of Commissioners' Court regular meeting minutes from June 10, 2024.
2. Consideration and action to determine the composition of the Salary Grievance Committee, pursuant to Local Government Code §152.014(A)(1) or (A)(2).
3. Selection of public members chosen from the 2023 Grand Jury List to complete the Salary Grievance Committee, pursuant to LGC §152.015.

COMMISSIONERS COURT AGENDA REQUEST

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PHONE: 972-825-5083

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Please fill out this form completely:

DATE: 6/17/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Sharon Mancilla

PHONE: 972-825-5161

FAX: 972-825-5162

DEPARTMENT OR ASSOCIATION: Human Resources

ADDRESS: 302 N Monroe St Ste 338 Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 6/24/2025

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 2025-2026, including approval for the County Judge to sign the renewal.



2025 – 2026 Renewal Notice and Benefit Confirmation

Group: 38840 - Ellis County Anniversary Date: 10/01/2025

Return to TAC by: 06/27/2025

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 512-481-8481 or email to cashah@county.org.

For any plan or funding changes other than those listed below, please contact Casha Hill at 800-456-5974.

MEDICAL

Medical: Custom Medical Plan

RX Plan: Custom RX Plan

Your % rate change is: 3.70%

Your payroll deductions for medical benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/01/2025	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	\$1,194.08	\$1,238.26	\$ <u>1,182.26</u>	\$ <u>56.00</u>	\$ <u>619.13</u>	\$ <u>619.13</u>
Employee & Spouse	\$2,650.04	\$2,748.08	\$ <u>2,076.08</u>	\$ <u>672.00</u>	\$ <u>1,374.04</u>	\$ <u>1,374.04</u>
Employee & Child	\$1,525.26	\$1,581.68	\$ <u>1,295.68</u>	\$ <u>286.00</u>	\$ <u>790.84</u>	\$ <u>790.84</u>
Employee & Child(ren)	\$1,922.74	\$1,993.88	\$ <u>1,633.88</u>	\$ <u>360.00</u>	\$ <u>996.94</u>	\$ <u>996.94</u>
Employee & Family	\$3,191.28	\$3,309.36	\$ <u>2,489.36</u>	\$ <u>820.00</u>	\$ <u>1,654.68</u>	\$ <u>1,654.68</u>

Initial to accept Medical Plan and New Rates.

DENTAL

Dental: Plan II w/Ortho - 100% Prevent., \$50 Ded, 80% Bas., 50% Major

Your % rate change is: 10.00%

Your payroll deductions for dental benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/01/2025	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	\$32.46	\$35.70	\$35.70	\$0	\$0	\$35.70
Employee & Spouse	\$65.06	\$71.56	\$26.42	\$45.14	\$0	\$71.56
Employee & Child(ren)	\$71.50	\$78.64	\$33.50	\$45.14	\$0	\$78.64
Employee & Family	\$104.04	\$114.44	\$69.30	\$45.14	\$0	\$114.44

Initial to accept Dental Plan and New Rates.

VISION

Vision: PREM-12/12/12, \$0 Exam Copay, \$10 Lenses Copay, \$180 Frame Allowance

Your % rate change is: 0.00%

Your payroll deductions for vision benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/01/2025	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	\$7.86	\$7.86	\$0	\$7.86	\$0	\$7.86
Employee & Spouse	\$14.98	\$14.98	\$0	\$14.98	\$0	\$14.98
Employee & Child(ren)	\$15.78	\$15.78	\$0	\$15.78	\$0	\$15.78
Employee & Family	\$23.22	\$23.22	\$0	\$23.22	\$0	\$23.22

Initial to accept Vision Plan and New Rates.

EMPLOYEE SELF-SERVICE (ESS) INFORMATION

The ESS (mybenefits.county.org) allows employees to update employee and dependent demographic data and make election changes. Demographic updates are always enabled on the ESS. However, groups must opt in to allow election changes on the ESS.

Please select one option below to indicate if your group would like to allow employees to make election changes on the ESS. All changes made by employees on the ESS are reflected in real time on OASys and in available reports.

ESS: Allow election changes on the ESS Do not allow election changes on the ESS

_____ **Initial to confirm ESS Elections.**

RETIREE INFORMATION

Please indicate how your group manages retiree coverage.

Your group allows retiree coverage for:

Medical: Pre-65 Post-65

Dental: Pre-65 Post-65

Vision: Pre-65 Post-65

_____ **Initial to confirm Retiree Eligibility.**

WAITING PERIOD

Waiting period applies to all benefits.

Employees

60 days - 1st of the month following date of hire but first of the month

Elected Officials

60 days - 1st of the month following date of hire but first of the month

_____ **Initial to confirm Waiting Period.**

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

Group processes COBRA on OASys

** Group is responsible for fulfilling COBRA notification process and requirements.*

BenefitConnect COBRA Department coordinates COBRA Administration

** WTW BenefitConnect administers COBRA via contract between Group and TAC HEBP.*

Group processes TAC HEBP Continuation of Coverage on OASys (< 20 employees)

** Group is responsible for fulfilling COBRA notification process and requirements.*

_____ **Initial to confirm COBRA Administration.**

BROKER OR CONSULTANT INFORMATION

Please confirm your broker or consultant's information, if applicable.

Broker Consultant

Agency Name N/A
Broker
Representative
Address _____

Phone _____
Fax _____
Email _____

Agency Name _____
Consultant
Representative
Address _____

Phone _____
Fax _____
Email _____

N/A Initial to confirm Broker or Consultant information

GROUP PHYSICAL MAILING ADDRESS

Please add your group's physical mailing address information:

Address _____

_____ Initial to confirm Physical Mailing Address.

TAC HEBP Member Contact Designation

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, the person signing this RNBC represents and acknowledges that they are authorized to sign on the county or district's behalf.

Please list changes and/or corrections below.

Name	Honorable Todd Little	<u>Honorable John Wray</u>
Title	Judge	<u>Judge</u>
Address	101 West Main Street Waxahachie, TX 75165-405	<u>101 West Main Street</u> <u>Waxahachie, TX 75165</u>
Phone	9728255011	<u>972-825-5011</u>
Fax	9728255012	<u>972-825-5012</u>
Email	countyjudge@co.ellis.tx.us	<u>countyjudge@co.ellis.tx.us</u>

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name	Sharon Mancilla	<u>No Change</u>
Title	Human Resource Director	<u></u>
Address	101 W. Main St., Ste B103 Waxahachie, TX 75165-405	<u></u> <u></u>
Phone	9728255161	<u></u>
Fax	9728255162	<u></u>
Email	sharon.mancilla@co.ellis.tx.us	<u></u>

COUNTY REPRESENTATIVE

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name	Sharon Mancilla	<u>No Change</u>
Title	Human Resource Director	<u></u>
Address	101 W. Main St., Ste B103 Waxahachie, TX 75165-405	<u></u> <u></u>
Phone	9728255161	<u></u>
Fax	9728255162	<u></u>
Email	sharon.mancilla@co.ellis.tx.us	<u></u>

HEALTHY COUNTY WELLNESS COORDINATORS

Primary contact regarding the Healthy County wellness program. Groups can designate up to two Wellness Coordinators.

Please list changes and/or corrections below.

Name	Charlotte Wallace	<u>No Change</u>
Title	HR Coordinators	
Address	101 W Main St, Ste B103	<u>302 N Monroe St Ste 338</u>
	Waxahachie, TX 75165-405	<u>Waxahachie, TX 75165</u>
Phone	9729378620	<u>972-825-5490</u>
Fax		<u>972-825-5162</u>
Email	c.wallace@co.ellis.tx.us	

Name		<u>Vianai Dominguez</u>
Title		<u>HR Cordinator</u>
Address		<u>302 N Monroe St Ste 338</u>
		<u>Waxahachie, TX 75165</u>
Phone		<u>972-825-5490</u>
Fax		<u>972-825-5162</u>
Email		<u>vianai.dominguez@co.ellis.tx.us</u>

HEALTHY COUNTY WELLNESS SPONSORS

An elected or appointed official (preferred) who supports the administration of the Healthy County wellness program. Groups can designate up to two Wellness Sponsors.

Please list changes and/or corrections below.

Name	Sharon Mancilla	<u></u>
Title	HR Director	
Address	101 W Main St Ste B-103	<u>302 N Monroe St Ste 338</u>
	Waxahachie, TX 75165-405	<u>Waxahachie, TX 75165</u>
Phone	9728255161	
Fax		<u>972-825-5162</u>
Email	sharon.mancilla@co.ellis.tx.us	

Name		<u>Norma Luna Rodriguez</u>
Title		<u>Assistant HR Director</u>
Address		<u>302 N Monroe St Ste 338</u>
		<u>Waxahachie, TX 75165</u>
Phone		<u>972-825-5292</u>
Fax		<u>972-825-5162</u>
Email		<u>n.luna@co.ellis.tx.us</u>

Initial to confirm Member Contact Designations.

HIPAA CERTIFICATION

Terms of the HIPAA Certification Agreement Signed by County/District contracting authority in order to receive Protected Health Information (PHI):

Note: In order for TAC HEBP to disclose PHI to a TAC HEBP member entity (such as a County or District that contracted for TAC HEBP benefits), the contracting authority must have signed the Certification, which includes the provisions set out below (unless the individual whose PHI is being disclosed has signed a HIPAA Authorization allowing their PHI to be disclosed for this purpose). The County/District is referred to an "EMPLOYER" in the Certification. Any County/District employee who receives PHI on the "EMPLOYER'S" behalf must comply with these terms. If you have any questions about whether the information you are receiving is PHI or these Certification provisions, please contact a member of the TAC Health and Benefits Services' team.

As required under the HIPAA Standards for Confidentiality of Individually Identifiable Health Information, 45 CFR Parts 160 & 164 ("HIPAA Privacy Regulations"), the Plan Sponsor (EMPLOYER) certifies to the Texas Association of Counties Health Employees Benefit Pool (the "Plan") that, upon receipt of any Protected Health Information ("PHI"), EMPLOYER will comply with the provisions of the HIPAA Certification. These provisions include:

1. EMPLOYER certifies that it only will use or disclose PHI for plan administration purposes of the Plan, consistent with any Plan documentation and as permitted by law.
2. EMPLOYER will require that any agents or subcontractors to whom it provides PHI received under this Certification to agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such information.
3. EMPLOYER agrees not to use or disclose any information received under this Certification for employment-related actions and decisions, or in connection with any other benefit or employee benefit plan sponsored by EMPLOYER.
4. EMPLOYER will report to the Plan any use or disclosure of information that is inconsistent with the uses or disclosures provided for under this Certification of which it becomes aware.
5. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the access requirements under 45 CFR § 164.524.
6. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the amendment requirements under 45 CFR § 164.526, and will incorporate any amendments to PHI it holds, as required in 45 CFR § 164.526.
7. EMPLOYER agrees to document and provide a description of any disclosures of PHI, and information related to such disclosures, as would be required for Plan to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

8. EMPLOYER agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services, for purposes of the Secretary determining the Plan's compliance with the HIPAA Privacy Regulations.
9. EMPLOYER will return or destroy all PHI received from Plan that EMPLOYER maintains in any form, including by agents or subcontracts, and retain no copies of such information, when it is no longer needed for the purpose for which the disclosure was made, except that, if EMPLOYER and Plan agree that such return or destruction is not feasible, EMPLOYER will limit further uses or disclosures of the information to those purpose that make the return or destruction of the information infeasible.
10. EMPLOYER will resolve issues of noncompliance with the terms of this Certification by persons entitled to use or disclose PHI under this Certification in a timely manner.
11. EMPLOYER will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it receives from the Plan, in accordance with the HIPAA Security Standards, 45 CFR Parts 160, 162, and 164. EMPLOYER will report to the Plan any security incident under the HIPAA Security Standards of which it becomes aware.
12. EMPLOYER will establish adequate separation between EMPLOYER and Plan, as required under 45 CFR § 164.504(f)(2)(iii) by limiting access to PHI to those employees or classes of employees listed below whom EMPLOYER has determined are entitled to use or disclose such PHI. EMPLOYER will require that these listed employees will receive HIPAA Privacy Training and only may use or disclose such PHI for plan administration functions, as defined in the HIPAA Privacy Regulations. Plan only will disclose PHI to the following employees whom EMPLOYER has determined are entitled to receive PHI.

John Wray, County Judge

Printed Name of Contracting Authority

Signature of Contracting Authority

Date

PLAN INFORMATION

- RNBC must be received by 06/27/2025 to avoid additional administrative fees.
- Signature below is required to confirm and accept your group's renewal.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- If applicable, retiree rates are the same for medical, dental, and vision as active employees regardless of age.
- If applicable, broker commissions are included in rates.

_____ **Initial to confirm Plan Information.**

RENEWAL CONFIRMATION SIGNATURE

Date: _____

Signature of County Judge or Contracting Authority

John Wray, County Judge

Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.



TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (the "Agreement") is made by and between Ellis County, a political subdivision of the State of Texas (the "Member"), acting through its [COMMISSIONERS COURT OR OTHER GOVERNING BODY], and the Texas Association of Counties Health and Employee Benefits Pool ("HEBP"), as authorized by the Texas Interlocal Cooperation Act, TEX. GOV'T CODE, Chapter 791 ("Interlocal Cooperation Act"), acting on its own behalf and on behalf of each other political subdivision having membership in the HEBP.

1. RECITALS

- 1.1 The Member is a political subdivision of the State of Texas as defined in the Texas Political Subdivision Employees Uniform Group Benefits Act (TEX. LOC. GOV'T CODE, Chapter 172) ("Group Benefits Act").
- 1.2 As a political subdivision of the State of Texas, the Member performs certain governmental functions and services as those terms are defined under Interlocal Cooperation Act § 791.003.
- 1.3 The Member desires to contract with HEBP to obtain one or more of the following, as indicated by Member on Attachment A to this Agreement, which is incorporated herein: 1) health and employee benefit plans and administrative services relating to health and employee benefit plans for its officials, employees, and retirees, and their eligible dependents, including accident, health, dental, life, disability and other appropriate coverages; 2) administrative services or stop-loss coverage in support of Member's self-funded health and employee benefits plan; 3) the benefits available to retirees of the Member through the County Choice Silver Program or other similar programs; 4) Affordable Care Act Reporting and Tracking Services (ARTS); and 5) such other related programs as HEBP's board of trustees determines to make available to members of HEBP.
- 1.4 The Member acknowledges that this Agreement is a contract with HEBP and each political subdivision that is a member of HEBP and that HEBP

may contract with other political subdivisions wishing to participate, at the discretion of HEBP.

- 1.5 The Member's governing body has agreed to the terms and conditions of this Agreement and has acted by majority vote, at a duly called and posted public meeting, to authorize the execution of this Agreement and participation in HEBP.

2. AGREEMENT

- 2.1 Entry Into HEBP. For and in consideration of the mutual agreements set forth in this Agreement, and other good and valuable consideration, the Member enters into this Agreement for the purpose of joining HEBP, to achieve efficiencies and economies of scale in connection with the provision of one or more of the programs or services listed in paragraph 1.3 above.
- 2.2 HEBP Not an Insurer. HEBP is not an insurer. All benefits and related services provided by HEBP are authorized pursuant to the Group Benefits Act, the Interlocal Cooperation Act, and other applicable Texas law.
- 2.3 Administrative Contract with the Texas Association of Counties. HEBP has contracted with the Texas Association of Counties ("TAC") to administer the business and operations of HEBP and supervise the performance of the Agreement.

3. TERMS AND CONDITIONS

- 3.1 Term and Termination. This term of this Agreement shall be for one year, commencing as of the date of execution by the second party to sign the Agreement. This Agreement shall be automatically renewed annually for an additional one-year term without the necessity of any action by the parties other than payment of the appropriate premium or contribution. Either party may elect not to renew this Agreement by giving written notice not less than 30 days before the end of the original term or any renewal term.
- 3.2 Agreement Binds Members. Each Member agrees to be bound by this Agreement and HEBP's Bylaws, policies and procedures, which collectively establish the conditions for membership in HEBP. HEBP's Bylaws are incorporated by reference and made a part of this Agreement for all purposes as if fully set out, except that Articles III(E), IX(B), and XV(B) shall apply to members that obtain only administrative services, County Choice Silver benefits, or ARTS services from HEBP only to the extent the Member's contributions contribute to any surplus that may be distributed.

Any amendment to the Bylaws becomes binding on the Member immediately upon its adoption.

- 3.3 Benefit Plans. For a Member that participates in the pooled HEBP's health and employee benefits plan, HEBP will make available health and employee benefit plans for the officials, employees, retirees, and eligible dependents of the Member, including accident, health, dental, life, disability and other appropriate coverages ("Benefit Plans"). HEBP will provide all benefits under the authority of the laws of the State of Texas, including the Group Benefits Act and the Interlocal Cooperation Act. Each Member will adopt its own Benefit Plan from those made available by HEBP. The Member's Benefit Plan may combine insured, self-insured, and pooled liabilities.

For a Member that does not participate in HEBP's pooled health and employee benefits plan, HEBP shall make available administrative services, stop-loss coverage, County Choice Silver or other retiree benefits, ARTS services and other benefits and services as the board of trustees determines to make available.

- 3.4 HEBP Procedures and Bylaws. Every Member shall furnish all the information that HEBP deems necessary and useful for the purposes of this Agreement and shall abide by the procedures and Bylaws adopted for the administration of the Benefit Plans.
- 3.5 Third-Party Administrator. HEBP may contract with one or more third-party administrators.
- 3.6 Payments and Conditions. Payments and contributions shall be made by the Member to HEBP at Austin, Travis County, Texas on the dates and in such amounts as HEBP requires. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by law on the balance of any payment or contribution not paid when due. Contributions and other payments received by HEBP from its Members will be held and managed for the benefit of the Members of the Pool, not the individual officials, employees, retirees of a Member, or the dependents of these officials, employees or retirees.
- 3.7 Insurance and Reinsurance. HEBP may purchase insurance, stop loss or excess loss coverage, and reinsurance as provided by law, and each Member is subject to the terms and conditions of HEBP's insurance, stop loss or excess loss coverage, or reinsurance. A self-insured Member that obtain administrative services only will obtain stop-loss coverage from or

through HEBP. If HEBP is unable to provide appropriate coverage, the Member will obtain other stop-loss coverage that is satisfactory to HEBP.

- 3.8 Coordinators. Each Member shall appoint, and designate in the space provided below, a Pool Coordinator of department head rank or above. Each Member agrees that HEBP is not required to contact or provide notices to any person other than the Pool Coordinator. Any notice to a Member's Pool Coordinator related to service or a claim under this Agreement is binding on the Member. Each Member may change its Pool Coordinator at any time by giving written notice to HEBP.
- 3.9 Audits. HEBP will be audited annually by an independent certified public accountant, and the audit will be filed as required by the laws of the State of Texas including the Group Benefits Act.
- 3.10 Plan Administrator. HEBP will serve as the plan administrator, as defined by the Health Insurance Portability and Accountability Act, for a Member participating in the pooled health and employee Benefits Plan. Each self-insured Member will serve as its own plan administrator, retains the right, duties and privileges of the plan administrator and acknowledges it has responsibility for compliance with all state and federal laws applicable to employee benefits for its employees and plan participants.
- 3.11 Self-Insured Member Responsibility. Each Member acknowledges that, to the extent its Benefit Plan is self-insured, it remains responsible for the payment of benefits under the Benefit Plan if HEBP fails to make payments.
- 3.12 ARTS Participant Responsibility. A Member who participates in the ARTS Program is responsible for providing HEBP with detailed payroll information, including leave of absence, and health benefits information for each full time employee. HEBP is not responsible for verification of information provided by or on behalf of a Member under the ARTS Program. Each participating Member acknowledges that it remains responsible for the accuracy of the information provided to HEBP, and for any fines, penalties, or damages resulting from reports generated from the information.

4. ADMINISTRATIVE PROVISIONS

- 4.1 Amendment. This Agreement may only be amended or modified by written agreement signed by the parties, or as otherwise provided under this Agreement.

- 4.2 Applicable Law. This Agreement is entered into, is executed and is totally performable in the State of Texas, County of Travis, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.
- 4.3 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege be considered as a waiver of that right or privilege.
- 4.4 Notices. Any notice required to be given or payment required to be made to HEBP shall be deemed properly sent if addressed to:

Texas Association of Counties Health and Employee Benefits Pool
Attention: Director, Health and Benefits Services Department
1210 San Antonio
Austin, Texas 78701

and deposited in the United States mail with proper postage. HEBP may change its address by giving notice to the Members. The terms of a Member's Benefit Plan govern submission of any notice regarding claims under a Member's coverages.

4.4.1 ACH Method of Payment. In order to satisfy Member payment obligations, Member is authorized to initiate electronic debit or credit entries through the Automated Clearinghouse ("ACH") system to HEBP's account or any deposit account maintained by HEBP.

- 4.5 Effect of Partial Invalidity; Venue. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in state district court in Austin, Travis County, Texas.
- 4.6 Exclusive Right to Enforce. HEBP and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

TEXAS ASSOCIATION OF COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

Susan Redford, Executive Director,
Texas Association of Counties

Date: _____

COUNTY OR ENTITY NAME

MEMBER'S POOL COORDINATOR

Name: Sharon Mancilla

Address: 302 N Monroe St Ste 338

Waxahachie, TX 75165

Title: Human Resources Director

Phone Number: 972-825-5161

E-Mail Address: sharon.mancilla@co.ellis.tx.us

By: _____
COUNTY JUDGE OR PRESIDING OFFICER

By: John Wray
Printed Name:

Title: County Judge

Date: _____

ATTACHMENT A

The Member must select the HEBP services that it will obtain through its membership in HEBP. Please indicate your choices by checking the appropriate box(es) below.

A. Pooled Coverage

[You may also select services under D and E, below. Do not select services under B and C, below.]

The Member will participate in the pooled funding arrangements for HEBP health and employee benefits plans. HEBP will provide health and employee benefit plans for the Member's officials, employees, retirees, and eligible dependents, that may include accident, health, prescription drug, dental, disability and other appropriate coverages. Member will adopt its own Benefit Plan from those made available by HEBP. HEBP will provide administrative and other necessary services in support of the Benefit Plan chosen by the Member.

B. Administrative Services

[Do not select this box if you selected option A, above. You may select any of the services below.]

The Member has established its own self-funded health and employee benefits plan for its officials, employees, retirees and their eligible dependents. The Member does not want to participate in the pooled HEBP health and employee Benefits Plans, but will obtain from HEBP administrative services in support of Member's self-funded Benefits Plan. HEBP will provide these administrative services under the terms of the Administrative Services Agreement between HEBP and the Member, attached as Exhibit 1 if applicable.

C. Stop-Loss Coverage

[Do not select this box if you selected option A, above. If you select this option C, you MUST also select option B, above. You may also select services under D or E, below.]

The Member has established a fund to provide its own health and employee benefits plan for its officials, employees, retirees and their eligible dependents.

The Member does not want to participate in the pooled HEBP health and employee benefits plan, but will obtain from HEBP stop-loss coverage in support of its self-funded Plan. HEBP will provide stop-loss coverage to Member pursuant to the terms of the Stop-Loss Coverage Agreement between Member and HEBP, attached as Exhibit 2 if applicable.

D. Retiree Health Benefit Plans

[You may select this option in addition to any other service.]

The Member will participate in the retiree medical program for Medicare eligible retirees of a Member, according to the terms agreed to by Member and HEBP, as described in the Retiree Benefit Plan attached as Exhibit 3 if applicable.

E. ACA Reporting and Tracking Service (ARTS)

[You may select this option in addition to any other service.]

The Member will participate in the Affordable Care Act (ACA) Reporting and Tracking Service Program, which provides reporting specific to the Member's employees regarding various ACA rules and thresholds, and produces related annual forms required by the Internal Revenue Code, based on data submitted to HEBP by Member, according to the terms and pricing agreed to by Member and HEBP, attached as Exhibit 4, if applicable.

F. COBRA Administrative Services

[You may select this option in addition to any other service.]

The Member will participate in the COBRA administrative services, which provide fulfillment of COBRA notice requirements, enrollment of eligible COBRA participants who elect COBRA benefits, and the collection of COBRA premiums from COBRA participants, according to the terms and pricing agreed to by Member and HEBP, attached as Exhibit 5, if applicable.



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HEALTHY COUNTY: COUNTY SPECIFIC INCENTIVE PROGRAM

Ellis County

A County Specific Incentive (CSI) is a wellness program that rewards employees and/or spouses for healthy behaviors such as completing an annual exam, tobacco affidavit, or participating in a physical activity program in exchange for avoiding a premium contribution, a lower monthly premium, earn additional days of PTO, or other rewards decided on by the County or District. Penalties and Rewards are administered at the county or district level.

Healthy County is available to assist in the process of designing, communicating, and tracking a CSI. Employees will be able to view their progress and completion of the incentive online or via mobile app.

Ellis County's CSI

Our records indicate that Ellis County currently has a County Specific Incentive program in place. Please make a selection below to let us know if you would like to keep your current design in place for the 2025-2026 plan year, or if you would like to make modifications to your current design. If you select "Yes," your TAC HEBP Wellness Consultant will reach out to you to confirm reward and penalty options for the upcoming plan year. Please also feel free to contact your consultant at any time to begin this process. If you decide to make changes to your CSI, there is a six week waiting period before employees can view the program online.

Current CSI >	Annual Physical: Avoid the \$28 Monthly Health Benefits Contribution Tobacco Certification: Avoid the \$28 Monthly Tobacco Contribution
-------------------------	--

Please select one:

- Yes, we would like to continue with the same CSI program for the 2025-2026 plan year.
- We are interested in making changes to our CSI program.

County Name: Ellis County

Printed Name and Title: John Wray, County Judge

Contracting Authority Signature: _____

Date: _____

COMMISSIONERS COURT AGENDA REQUEST

3.6

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.

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: 6/18/25 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Sharon Mancilla

PHONE: 972-825-5161

FAX: 972-825-5162

DEPARTMENT OR ASSOCIATION: Human Resources

ADDRESS: 302 N Monroe St Ste 338 Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 6/24/2025

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

Discussion, consideration, and action to change Flexible Spending Account (FSA) vendor from HealthEquity to WEX, including approval for the County Judge to sign new WEX election form.



Statement of Work Services Setup Form

Contact your Employee Benefits Consultant if you need assistance filling out this form.

WEX | wexhealthlead@wexinc.com | PO Box 6070 | Fargo, ND 58108

VENDOR CLIENT/EMPLOYER COMPANY INFORMATION					
Name	Ellis County	Tax ID #	75-6000935		
Address	101 W Main Street				
City	Waxahachie	State	TX	Zip Code	75165
Date Sold	6/24/2025	Eligible Number of Employees	600	Plan Effective Date	10/1/2025

IMPLEMENTATION/EMPLOYER INFORMATION	
Implementation Contact	Sharon Mancilla
Email Address	sharon.mancilla@co.ellis.tx.us
Telephone Number	972-825-5161
Enrollment/Ben Admin/HRIS System (not required for POP only)	
Payroll System (not required for POP only)	

PLAN INFORMATION				
Plan Name	Plan Effective date	Existing Benefit	New Benefit	Number of Enrolled Employees
Ellis County				N/A
Premium Only Plan (POP)		<input type="checkbox"/>	<input type="checkbox"/>	N/A
Flexible Spending Account (FSA)	10/1/2025	<input type="checkbox"/>	<input checked="" type="checkbox"/>	74
Health Reimbursement Arrangement (HRA)		<input type="checkbox"/>	<input type="checkbox"/>	
Health Savings Account (HSA)		<input type="checkbox"/>	<input type="checkbox"/>	

TAC BENEFIT SPECIALIST	
Primary Contact	Casha Hill
Email Address	CashaH@county.org
Telephone Number	512-615-8970
Addl TAC Account Team	

BROKER/CONSULTANT INFORMATION (if applicable)	
Primary Contact	N/A
Broker/Consulting Office	N/A
Email Address	N/A
Telephone Number	N/A

Fee modifications, if any, relating to demographics, system integration capabilities, software and systems, and/or in migrating the data are attached to this form.

COMMISSIONERS COURT AGENDA REQUEST

3.7

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

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

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

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

Please fill out this form completely:

DATE: 6/18/25 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Sharon Mancilla

PHONE: 972-825-5161

FAX: 972-825-5162

DEPARTMENT OR ASSOCIATION: Human Resources

ADDRESS: 302 N Monroe St Ste 338 Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 6/24/2025

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

Discussion, consideration, and approval for the County Judge to sign the UT Southwestern Medical Center Mobile Mammography Service Agreement.

NEW	X
REVISED	
CANCELLED	

The future of medicine. today.

MOBILE MAMMOGRAPHY SERVICE AGREEMENT

Client Contact: Sharon Mancilla
Company Name: Ellis County
Address: 109 S. Jackson St.
Waxahachie, TX 75165
Phone: (972) 825-5161
Email: sharon.mancilla@co.ellstx.org

DATE: 6/10/25
UTSW Contact:
Sydney McCauley / Mobile Mammography Prog. Coordinator
P: 214.645.2518
F: 214.645.2596
sydney.mccauley@utsouthwestern.edu

Reservation Date(s): 11/14/2025
Screening Hours: 8am - 3pm*

Audience: Employees

*Or until the last patient is screened

Participation Requirements:

Minimum of 10 and a maximum of 24 participants are requested to be pre-registered for the event screening two (2) business days in advance or the event is subject to reduced screening hours and/or cancellation. It is the Client's responsibility to monitor the booking requirement of their event. As a courtesy, the Mobile Coordinator will monitor scheduled appointments, and notify Client if minimum numbers are not scheduled two (2) business days in advance of event date. Participants must call 214.645.2560 to schedule their individual appointments.

Publications:

Client will not make any press releases, public statements, advertisement or other promotional materials using the name or logo of UT Southwestern or the name of any UT Southwestern employee, or referring to this Agreement or the engagement of Client as an independent contractor of UT Southwestern, or the purchase of goods or services by UT Southwestern, without the prior written approval of UT Southwestern. Requests for prior written approval of any such releases, public statements, advertisements or other promotional materials must be submitted at least 10 days in advance of the planned publication date and should be directed to University's Executive Vice President for Institutional Advancement.

Participant Billing Information:

Prior to scheduling a screening event, Client is responsible for verifying their company's health insurance is in network with UT Southwestern. Participants will need to provide health insurance information when scheduling their appointment. Each Participant must present their photo ID and health insurance card at check-in on the day of their screening.

UT Southwestern Benefit Plans: Visit www.utsouthwestern.edu for all participation insurance plans.

Parking/Restroom Requirements:

Parking considerations for the Mobile Mammography Unit are essential to a successful Screening Event. The Client is responsible for providing an appropriate parking area for the unit: a 70' paved level parking surface, designated as 'reserved' for the Mobile Unit with access as early as 6:00AM on the Event date. For pedestrian safety, a security perimeter will be designated by the Mobile Unit driver. Additionally, staff will need access to restroom facilities on Event Day. The Client is responsible for adhering to these requirements or be subject to forfeiture of the Unit for service on the event date.

Cancellation Policy:

Client agrees to provide written notice (via certified mail, email or fax) of any intent to cancel their scheduled Event no less than two (2) business days prior to the agreed event. The Mobile Coordinator may cancel, postpone, or reschedule the event for the Client within two (2) business days advance notice of the contracted event date without penalty to the Client. Additionally, the mobile coordinator reserves the right to cancel an event due to low participation, inclement weather, or technical difficulties. Should an event be cancelled, the Client contact will be notified and an alternate date will be arranged. All scheduled Participants will be notified by the mobile unit's call center staff.

Additional Insured:

Client hereby [does does not] request to be listed as an additional insured on the UTSW commercial insurance policy.

CLIENT SIGNATURE

DATE

NAME

TITLE

UT SOUTHWESTERN MEDICAL CENTER

DATE

NAME

TITLE

PLEASE HAVE PARTICIPANTS CALL TO SCHEDULE THEIR INDIVIDUAL APPOINTMENTS: (214) 645.2560 OR TOLL FREE (866) 277.0710

COMMISSIONERS COURT AGENDA REQUEST

3.8

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.

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: 6/9/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Jana Onyon

PHONE: 972-825-5195

FAX: _____

DEPARTMENT OR ASSOCIATION: Elections

ADDRESS: 204 E Jefferson

PREFERRED DATE TO BE PLACED ON AGENDA: 6/24/2025

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

Consideration and approval of a resolution for accepting the 2025 Help America Vote Act (HAVA) Election Security Sub-Grant to Texas Counties for the amount of \$52,000 with a county required matching funds of \$10,400. - Elections Administrator Jana Onyon

STATE OF TEXAS §

COUNTY OF ELLIS §

RESOLUTION TO ACCEPT THE 2025 HELP AMERICA VOTE ACT (HAVA)
ELECTION SECURITY SUB-GRANT TO TEXAS COUNTIES.

Grant Period: 1/1/2024-7/31/2026.

Funds Description: This obligation of funds constitutes the subgrantee's allocation of funds provided by the State of Texas under its grants from the U.S. Election Assistance Commission (52 U.S.C. §§ 20901, 20903-20905) authorized by the U.S. Congress under the Consolidated Appropriations Acts, 2018 (Public Law 115-141), 2020 (Public Law 116-93), 2023 (Public Law 117-328), and 2024 (Public Law 118-42)

Funding Information: Federal Share Requested Funding amount of \$52,000.00 with County Required Matching Funds of \$10,400.00 for a total amount of \$62,400.00.

Funding Activities: Other election security-related projects: DIR Managed Security Services; Physical Security of Election-related Property; Election-specific IT Upgrades; ePollbooks.

Ellis County Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between Ellis County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

Ellis County Commissioners Court agrees to assign Jana Onyon, Elections Administrator, as the single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of reimbursement requests and any other required reports.

Ellis County Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

Ellis County Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

Ellis County Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, Ellis County Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

PASSED, APPROVED and ORDERED this _____ day of June, 2025.

Signature of County Judge, John Wray

Signature of Commissioner, Precinct 1,
Randy Stinson

Signature of Commissioner, Precinct 2,
Lane Grayson

Signature of Commissioner, Precinct 3,
Louis Ponder

Signature of Commissioner, Precinct 4,
Kyle Butler

ATTEST:

Krystal Valdez, County Clerk

**Supporting Document for the 2025
Help America Vote Act (HAVA)
Election Security Sub-Grant**

<p>Purpose</p> <p>As authorized under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA), the purpose of this award is to “improve the administration of elections for Federal office, including to enhance election technology and make election security improvements” to the systems, equipment and processes used in federal elections.</p>
<p>Receipt of Funds</p> <p>This is a reimbursement grant. The Secretary of State will provide instructions regarding accessing the funds. Although interest will typically not be earned, all funds must be deposited into an interest-bearing account in a fund designated for HAVA funds. Interest earned on this award’s funds and any net program income shall be retained in the fund and used for allowable activities described in Section 101 of HAVA. Program income is defined as revenue received from a grant-supported activity during the <u>grant period</u>, such as fees from the use or rental of real or personal property acquired with <u>grant funds</u>.</p>
<p>Matching Funds</p> <p>The federal share of funds must be matched at 20% using county funds.</p>
<p>Grant Administration</p> <p>Award recipients and sub-recipients must adhere to all applicable federal and state requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) and the Texas Grant Management Standards (TxGMS), Version 2.0 maintained by the Texas Comptroller of Public Accounts.</p>
<p>Reporting Requirements</p> <ol style="list-style-type: none"> 1. The county must comply with all reimbursement request requirements prescribed by the Secretary of State and other reports deemed necessary by the Secretary of State or the federal government. 2. The final reimbursement request must be submitted to the Secretary of State no later than the last day of the award agreement. 3. Failure to comply with any and all reporting requirements may result in the Secretary of State withholding any funds distributed to the county, including, but not limited to, Chapter 19 funds, Primary Finance funds issued pursuant to Chapter 173, Texas Election Code, and any other HAVA funding awarded to the county.
<p>Award Contingencies</p> <p>This award is contingent upon the completion of the following activities:</p> <ol style="list-style-type: none"> 1. Completion of this agreement, including the electronic signature of the county judge or designee. 2. A resolution from the county commissioners court acknowledging certain terms and conditions. 3. Implement or have implemented the Drug-Free Workplace Requirements of 2 C.F.R. § 182.200 and comply with subpart C of 2 C.F.R. Part 180- Debarment & Suspension & include in lower-tier covered transactions.
<p>Resolution from the Governing Body</p> <p>A resolution from the county Commissioners Court must be on file with the Secretary of State that includes, at a minimum, the following statements (the same resolution may be used for any HAVA funds awarded to the county provided the statements remain true and correct):</p> <p>_____ Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between _____ County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.</p> <p>_____ Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of reimbursement requests and any other required reports.</p> <p>_____ Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.</p> <p>_____ Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.</p> <p>_____ Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, _____ Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.</p>
<p>Financial Management Standards</p> <p>The financial management system of the county must meet the following standards:</p> <ol style="list-style-type: none"> 1. Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant award. 2. Accounting records. The county must maintain records which adequately identify the source and application of funds provided

for financially-assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures, and income.

3. **Internal control.** Effective control and accountability must be maintained for all grant award cash, real and personal property, and other assets. The county must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
4. **Budget control.** Actual expenditures or outlays must be compared with budgeted amounts for each grant award. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant award agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
5. **Allowable cost.** Applicable OMB cost principles, agency program regulations, and the terms of grant award agreement will be followed in determining the reasonableness, allowability, and allocability of costs.
6. **Source documentation.** Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents, etc.
7. The Secretary of State or its designee may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

Procurement

The county shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable laws and the standards identified in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart C, Section 36 of the Uniform Grant Management Standards.

Property Management

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date and cost of the property, percentage of the Secretary of State participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. Certain types of equipment are classified as "controlled assets". The Comptroller's State Property Accounting User Manual, available on the Internet, contains the most current listing.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. Counties should attempt to get trade-in value or sell HAVA-funded equipment after it is no longer needed for its original intended purpose, and use the proceeds toward replacement equipment or other related activities. Proper sales procedures must be established to ensure the highest possible return.

Records Retention

1. The county must maintain records for at least three years following the submission of the final expenditure report.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

Compliance Reviews

1. Compliance reviews include programmatic and financial auditing.
2. The Secretary of State reserves the right to conduct its own audit or contract with another entity to audit the county.
3. The Secretary of State or its designee may conduct compliance reviews throughout the existence of a grant or conduct an audit after the grant period has ended. The county must make all grant-related records available to the Secretary of State or its representatives unless the information is sealed by law.
4. Compliance reviews may be on-site or desk reviews and may include any information that the Secretary of State deems relevant to the project.

Remedies for Noncompliance

If a county fails to comply with any term or condition of this award agreement or any applicable statutes, rules, regulations, or guidelines, Secretary of State may take one or more of the following actions:

1. Require the return of funds if disbursements have already been made.
2. Temporarily withhold all payment to the county pending correction of the deficiency by the county.

3. Temporarily withhold all payments for other HAVA grant funds awarded to the county pending correction of the deficiency by the county.
4. Disallow all or part of the cost of the activity or action that is not in compliance.
5. Impose administrative sanctions, other than fines, on the county.
6. Withhold further HAVA grant funds from the county.
7. Terminate the award agreement in whole or in part.
8. Exercise other remedies that may be legally available.

Collection of Amount Due

Any funds paid to the county in excess of the amount to which the county is finally determined to be entitled under the terms of the award constitute a debt to the Secretary of State. If not paid within 30 days after demand, the federal or state agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements;
2. Withholding payments otherwise due to the county; or
3. Other action permitted by law.

Except where otherwise provided by statutes or regulations, the federal government may charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

National Policy Requirements

Human Trafficking Provisions: This award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

The county certifies to their understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

- I. Provisions applicable to a recipient that is a private entity.
 - A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect; or
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
 - B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 4. Violates a prohibition in paragraph A of this award term; or
 5. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR § 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".
- II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—
 - A. Is determined to have violated an applicable prohibition of paragraph I.A of this award term; or
 - B. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is —
 1. Associated with performance under this award; or
 2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR § 180, "OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR § 2200.

III. Provisions applicable to any recipient.

- A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I.A of this award term.
- B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- C. You must include the requirements of paragraph I.A of this award term in any subaward you make to a private entity.

IV. Definitions. For purposes of this award term:

- A. "Employee" means either:
 - 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- C. "Private entity":
 - 1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
 - 2. Includes:
 - a. A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b. A for-profit organization. d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102)

FY19 National Defense Authorization Act (NDAA) Section 889 and subsequent regulation 2 CFR §200.216: Section 889 prohibits grantees from using Federal funds to procure or obtain telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Additionally, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) that is used for the purpose of public safety, security of 16 government facilities, physical security surveillance of critical infrastructure, and other national security purposes is covered equipment under Section 889.

The county certifies, to the best of their knowledge and belief, that:

The prohibited telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Additionally, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) that is used for the purpose of public safety, security of 16 government facilities, physical security surveillance of critical infrastructure, and other national security purposes is covered equipment under Section 889.

Whistleblower Protection Act: This award and employees working on this award will be subject to the whistleblower rights and remedies within established by 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) as found here:

[https://uscode.house.gov/view.xhtml?req=\(title:41%20section:4712%20edition:prelim\)](https://uscode.house.gov/view.xhtml?req=(title:41%20section:4712%20edition:prelim)) and section 200.217 of the Uniform Guidance.

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

The county certifies, to the best of their knowledge and belief, that:

This award and employees working on this award will be subject to the whistleblower rights and remedies within established by 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) as found here: [https://uscode.house.gov/view.xhtml?req=\(title:41%20section:4712%20edition:prelim\)](https://uscode.house.gov/view.xhtml?req=(title:41%20section:4712%20edition:prelim)) and section 200.217 of the Uniform Guidance.

Drug-Free Workplace Requirement: Grantee must establish drug-free workplace policies and procedures consistent with the guidance per 2 CFR § 182.200.

The county certifies, to the best of their knowledge and belief, that:

Grantee must establish drug-free workplace policies and procedures consistent with the guidance per 2 CFR § 182.200.

Debarment & Suspension (Nonprocurement): Grantee must establish and abide by the guidance set forth in subpart C of 2 CFR §180, including lower tier covered transactions.

The county certifies, to the best of their knowledge and belief, that:

Grantee must establish and abide by the guidance set forth in subpart C of 2 CFR §180, including lower tier covered transactions.

Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business: Grantees, subrecipients, and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. This compliance is mandatory under the Executive Order 13513, "Federal Leadership on Reducing Text messaging While Driving" October 1, 2009.

The county certifies, to the best of their knowledge and belief, that:

Grantees, subrecipients, and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. This compliance is mandatory under the Executive Order 13513, "Federal Leadership on Reducing Text messaging While Driving" October 1, 2009.

Lobbying Disclosure Act [Pub. L. 104-65, December 19, 1995 and 2 U.S.C. 1601, et. seq.]:

The county certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the county, to any person for

influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the county shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The county shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Exec Order No. 14173, 3 CFR (2025))

The county certifies, to the best of their knowledge and belief, that:

- (A) The grant recipient's compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for the purposes of section 3729(b)(4) of title 31, United States Code; and
- (B) Such recipient does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.

COMMISSIONERS COURT AGENDA REQUEST

3.9

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.

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: 6.19.2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Ryan Garrett

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Judge

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 6.24.2025

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

*** ADMINISTRATIVE ***
Discussion, consideration, and action to approve the contract to sell county-owned improved property located at 701 I-35E in Waxahachie (current Justice of the Peace Pct 2 Subcourthouse) to the highest offeror in the amount of \$753,000.



COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2022

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: County of Ellis

Address: PO Box 188, Waxahachie, TX 75165

Phone: E-mail:

Mobile: Fax or Other:

Buyer: Emanuel Panait Real Estate LLC

Address: 142 Pioneer Court, Waxahachie, TX 75167

Phone: E-mail: emivetx@gmail.com

Mobile: Fax or Other:

2. PROPERTY:

A. "Property" means that real property situated in Ellis County, Texas at 701 I-35e N, Waxahachie, TX 75165 (address) and that is legally described on the attached Exhibit or as follows:

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except:

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

Table with 2 columns: Description and Amount. Row A: Cash portion payable by Buyer at closing \$ 75,300.00. Row B: Sum of all financing described in Paragraph 4 \$ 677,700.00. Row C: Sales price (sum of 3A and 3B) \$ 753,000.00.

(TXR-1801) 07-08-22

Initialed for Identification by Seller and Buyer [Signature]

Commercial Contract - Improved Property concerning 701 I-35e N. Waxahachie, TX 75165

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. **Third Party Financing:** One or more third party loans in the total amount of \$ 677,700.00. This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- C. **Seller Financing:** Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$7,000.00 as earnest money with Ellis County Title Company (title company) at 1795 N Hwy 77 Waxahachie, TX 75165 (address) _____ (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
 - (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) _____.
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. **Title Policy:**

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - (a) will not be amended or deleted from the title policy.
 - (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
- (3) Within _____ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

(TXR-1801) 07-08-22

Initialed for Identification by Seller _____, _____ and Buyer  _____

Page 2 of 15

Commercial Contract - Improved Property concerning 701 I-35e N. Waxahachie, TX 75165**B. Survey:** Within 15 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (*insert amount*) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (*insert amount or percentage*) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- (1) Within 15 days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate

Commercial Contract - Improved Property concerning 701 L-35e N. Waxahachie, TX 75165

this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

B. Feasibility Period: Buyer may terminate this contract for any reason within 15 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1)(b) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of 15 days by delivering \$1,000.00 to the title company as additional earnest money.

(a) \$500.00 of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) (Check no boxes or only one box.)

all or \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

Commercial Contract - Improved Property concerning 701 I-35e N, Waxahachie, TX 75165

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.
- (3) Buyer must:
 - (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) **Delivery of Property Information:** Within 15 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*
 - (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
 - (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
 - (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
 - (f) copies of current utility capacity letters from the Property's water and sewer service provider;
 - (g) copies of all current warranties and guaranties relating to all or part of the Property;
 - (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
 - (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
 - (j) a copy of the "as-built" plans and specifications and plat of the Property;
 - (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
 - (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
 - (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

Commercial Contract - Improved Property concerning 701 I-35e N, Waxahachie, TX 75165

- (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

Commercial Contract - Improved Property concerning 701 I-35e N, Waxahachie, TX 75165

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: HI View Real Estate

Cooperating Broker: Nuckols Real Estate Services

Agent: Andrew Garrett

Agent: Delyse Raymond

Address: _____

Address: PO Box 741

Melissa, TX 75454

Phone & Fax: (972)921-1594

Phone & Fax: (972)965-2194

E-mail: andrew@hiviewrealestate.com

E-mail: delyseraymond@yahoo.com

License No.: 0588777

License No.: 0577187

Principal Broker: (Check only one box)

Cooperating Broker represents Buyer.

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 15 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
 2.000 % of the sales price.

Cooperating Broker a total cash fee of:
 2.000 % of the sales price.

The cash fees will be paid in Ellis County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1) _____ days after the expiration of the feasibility period.
- August 29, 2025 (specific date).

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

(TXR-1801) 07-08-22

Initialed for Identification by Seller _____ and Buyer EPR

Commercial Contract - Improved Property concerning 701 I-35e N, Waxahachie, TX 75165

- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
 - (3) an assignment of all leases to or on the Property;
 - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) service, utility, maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
 - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
 - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
 - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
- 11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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Initialed for Identification by Seller _____, _____ and Buyer EPR, _____

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Commercial Contract - Improved Property concerning 701 I-35e N. Waxahachie, TX 75185

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

Proposed use: Veterinary Clinic

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
 - (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
 - (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
 - (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
- B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
 - (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
 - (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

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18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

Commercial Contract - Improved Property concerning 701 I-35e N. Waxahachie, TX 75165

- (10) any material physical defects in the improvements on the Property; or
- (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
- (3) Commercial Contract Financing Addendum (TXR-1931);
- (4) Commercial Property Condition Statement (TXR-1408);
- (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
- (7) Notice to Purchaser of Real Property in a Water District (MUD);
- (8) Addendum for Coastal Area Property (TXR-1915);
- (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (10) Information About Brokerage Services (TXR-2501);
- (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);
- (13) _____

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

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E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or Federal Reserve Bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or Federal Reserve Bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (*the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used*).

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- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on June 18, 2025, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: County of Ellis

Buyer: Emanuel Panait Real Estate LLC

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): Emanuel Panait Real Estate LLC 06/18/2025
Printed Name: Emanuel Panait
Title: Owner

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

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AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay Nuckols Real Estate Services (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

\$ _____, or
 2.000 % of the sales price, or
 _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: Hi View Real Estate

Cooperating Broker: Nuckols Real Estate Services

By: _____

By:  06/18/25

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: _____

Address: _____

Address: _____

Phone & Fax: _____

Phone & Fax: _____

E-mail: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

Buyer's attorney requests copies of documents, notices, and other information:

the title company sends to Seller.
 Buyer sends to Seller.

the title company sends to Buyer.
 Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

A. the contract on this day _____ (effective date);
 B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____

Address: _____

By: _____

Phone & Fax: _____

Assigned file number (GF#): _____

E-mail: _____



COMMERCIAL CONTRACT FINANCING ADDENDUM

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ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

701 I-35e N, Waxahachie, TX 75165

The portion of the Sales Price not payable in cash will be paid as follows: *(Check all that apply.)*

A. THIRD PARTY FINANCING:

- (1) The contract is contingent upon Buyer obtaining a third party loan(s) secured by the Property in the amount of \$ 677,700.00 for not less than 20 years with the initial interest rate not to exceed 8.000 % per annum and payments calculated on an amortization period of no less than _____ years.
- (2) Buyer will apply for the third party loan(s) described in Paragraph A(1) promptly after the effective date. If Buyer cannot obtain the loan(s), Buyer may give Seller written notice within 60 days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. **If Buyer does not give such notice within the time required, this contract will no longer be subject to the contingency described in this Paragraph A.**
- (3) Each note to be executed under this addendum is to be secured by vendor's and deed of trust liens.

B. ASSUMPTION:

- (1) Buyer will assume the unpaid principal balance of the existing promissory note secured by the Property payable to _____ dated _____ which balance at closing will be \$ _____.
- (2) Buyer's initial payment will be the first payment due after closing. Buyer's assumption of the existing note includes all obligations imposed by the deed of trust securing the note, recorded in _____ *(recording reference)* in the real property records of the county where the Property is located.
- (3) If the unpaid principal balance of the assumed loan as of the date of closing varies from the loan balance stated in Paragraph B(1), the cash payable at closing will be adjusted by the net amount of any variance; provided, if the total principal balance of the assumed loan varies in an amount greater than \$ _____ at closing, either party may terminate this contract and the earnest money will be refunded to Buyer unless either party elects to eliminate the excess in the variance by an appropriate adjustment at closing.
- (4) Buyer may terminate the contract and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer if the note holder on assumption requires:
 - (a) Buyer to pay an assumption fee in excess of \$ _____ and Seller declines to pay such excess;
 - (b) an increase in the interest rate to more than _____ %; or
 - (c) any other modification of the loan documents.
- (5) Unless Seller is released of liability on any assumed note, Seller requires a vendor's lien and deed of trust to secure assumption, which will be automatically released on execution and delivery of a release by the note holder.

(TXR-1931) 1-26-10

Initialed for Identification by Seller: _____, _____, and Buyer: EPR, _____

Commercial Contract Financing Addendum concerning 701 I-35e N, Waxahachie, TX 75165

(6) If assumption approval is required by the note holder, Buyer will apply for assumption approval within _____ days after the effective date of the contract and will make every reasonable effort to obtain assumption approval. If Buyer cannot obtain assumption approval, Buyer may give Seller written notice within _____ days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. **If Buyer does not give such notice within the time required and Buyer does not close because Buyer is not able to assume the existing note, Buyer will be in default.**

C. SELLER FINANCING:

(1) At closing, Buyer will execute and deliver a promissory note (the note) from Buyer to Seller in the amount of \$ _____, bearing _____ % interest per annum. Matured, unpaid amounts will bear interest at the maximum rate of interest allowed by law.

(2) The note will be payable as follows:

(a) In one payment, due _____ after the date of the note, with interest payable: (i) monthly (ii) _____.

(b) In installments of \$ _____ including interest plus interest beginning _____ after the date of the note and continuing at monthly _____ intervals thereafter for _____ when the entire balance of the note will be due and payable.

(c) Interest only in monthly _____ installments for the first _____ years and thereafter in installments of \$ _____ including interest plus interest beginning _____ after the date of the note and continuing at monthly _____ intervals thereafter for _____ when the entire balance of the note will be due and payable.

(3) The note will be secured by vendor's and deed of trust liens and an assignment of leases payable at the placed designated by Seller.

(4) The note will provide that if Buyer fails to timely pay an installment within 10 days after the installment is due, Buyer will pay a late fee equal to 5% of the installment not paid.

(5) The note will will not provide for liability (personal or corporate) against the maker in the event of default.

(6) The note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal.

(7) The lien securing payment of the note will be inferior to any lien securing any superior note described in this addendum. If an owner's policy of title insurance is furnished, Buyer, at Buyer's expense, will furnish Seller with a mortgagee title policy in the amount of the note at closing.

(8) If all or any part of the Property is sold or conveyed without Seller's prior written consent, Seller, at Seller's option, may declare the outstanding principal balance of the note, plus accrued interest, immediately due and payable. Any of the following is not a sale or conveyance of the Property:

- (a) the creation of a subordinate lien;
- (b) a sale under a subordinate lien;
- (c) a deed under threat or order of condemnation;
- (d) a conveyance solely between the parties; or
- (e) the passage of title by reason of death of a maker or operation of law.

Commercial Contract Financing Addendum concerning 701 I-35e N, Waxahachie, TX 75165

(9) Deposits for Taxes and Insurance: Together with the principal and interest installments, Buyer will will not deposit with Seller a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the improvements on the Property.

(a) If Buyer deposits taxes and insurance deposits with Seller, Buyer agrees that the taxes and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Buyer agrees to pay any deficiency within 30 days after Seller notifies Buyer of any deficiency. Buyer's failure to pay the deficiency is a default under the deed of trust.

(b) If any superior lien holder on the Property collects payments for taxes and insurance, any requirement to deposit taxes and insurance deposits with Seller under this addendum is inoperative so long as payments are being made to the superior lien holder.

(10) Any event that constitutes a default under any superior lien constitutes a default under the deed of trust securing the note.

(11) The note will include a provision for reasonable attorney's fees for any collection action.

(12) Unless the parties agree otherwise, the form of the note and loan documents will be as found in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

D. CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING:

(1) To establish Buyer's creditworthiness for assumption approval or seller financing, Buyer will deliver to Seller the following information (Buyer's documentation) within _____ days after the effective date of the contract:

- (a) verification of employment, including salary;
- (b) verification of funds on deposit in financial institutions;
- (c) current financial statement;
- (d) credit report;
- (e) tax returns for the following years _____ ;
- (f) _____

(2) If Buyer does not timely deliver Buyer's documentation or Seller determines, in Seller's sole discretion, that Buyer's creditworthiness is not acceptable, Seller may terminate the contract by giving written notice to Buyer not later than _____ days after the date Buyer must deliver Buyer's documentation under Paragraph D(1) and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Seller does not timely terminate the contract under this paragraph, Seller will be deemed to have accepted Buyer's credit.

E. SPECIAL PROVISIONS:

Commercial Contract Financing Addendum concerning 701 I-35e N, Waxahachie, TX 75165

Seller: County of Ellis

Buyer: Emanuel Panait Real Estate LLC.

By: _____

By:  Emanuel Panait Real Estate LLC 06/18/25

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: Emanuel Panait

Title: _____

Title: Owner

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

COMMISSIONERS COURT AGENDA REQUEST

3.10

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: 6.19.2025 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Ryan Garrett

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Judge

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 6.24.2025

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

*** ADMINISTRATIVE ***
Presentation and discussion of the Fiscal Year 2026 Budget update.