

# COMMISSIONERS COURT AGENDA REQUEST

R1

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 2<sup>nd</sup> 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 Monday of the week preceding Commissioners Court, unless otherwise specified**. This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: 08/15/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Caitlin Wilkinson

PHONE: 214-949-2382

FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: BEHAVIORAL HEALTH

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 09-02-2025

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

A proclamation recognizing September and Suicide Prevention Month.

# COMMISSIONERS COURT AGENDA REQUEST

A2

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**Please fill out this form completely:**

DATE: 08.21.25 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Krystal Valdez

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 09.02.25

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

1. Approval of Commissioners' Court regular meeting minutes from August 19, 2025.

ELLIS COUNTY COMMISSIONERS COURT  
OFFICIAL MINUTES – AUGUST 19, 2025

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, AUGUST 19, 2025, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2<sup>ND</sup> FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

**MEMBERS PRESENT:**

**COUNTY CLERK: KRYSTAL VALDEZ**

COUNTY JUDGE JOHN WRAY

**COMMISSIONERS:**

PRECINCT 1 COMMISSIONER RANDY STINSON

PRECINCT 2 COMMISSIONER LANE GRAYSON

PRECINCT 3 COMMISSIONER LOUIS PONDER

PRECINCT 4 COMMISSIONER KYLE BUTLER

**OPENING COURT:**

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

INVOCATION AND PLEDGE OF ALLEGIANCE: *PRECINCT 3 COMMISSIONER LOUIS PONDER*

**RECOGNITIONS**

R.1 PRESENTATION DECLARING AUGUST AS EMERGENCY MANAGERS MONTH IN ELLIS COUNTY.

**CONSENT AGENDA: MINUTE ORDER 371.25 (WITHOUT A.10 AND A.11)**

**ADMINISTRATIVE:**

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

- A.9 ACCEPTING OF THE ELLIS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT'S STATE FUNDED INITIAL BUDGET FOR THE 2026-2027 BIENNIUM. – *COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT DIRECTOR KIMBERLY SANCHEZ*
- A.10 *PULLED FROM CONSENT AGENDA BY COUNTY JUDGE*
- A.11 *PULLED FROM CONSENT AGENDA BY COUNTY JUDGE*
- A.12 APPROVING OF A GROUND LEASE RENEWAL WITH TOMMY AND JANICE CHILDERS FARIES OF 1401 WIGGINS ROAD IN MAYPEARL, COUNTY COMMISSIONER PRECINCT 4, BEGINNING ON AUGUST 23, 2025. – *COUNTY COMMISSIONER PRECINCT 4 KYLE BUTLER*
- A.13 RATIFYING STAFF ACTION ON THE APPROVAL ON A FINAL PLAT OF GOMEZ AND WRIGHT ADDITION, LOT 1, BLOCK 1. THE ± 4.505-ACRE SITE IS LOCATED ± 1,980 FEET NORTHWEST OF THE INTERSECTION OF STEVENS ROAD AND DUNKERLEY ROAD, ROAD AND BRIDGE PRECINCT No. 2. – *DEPARTMENT OF DEVELOPMENT DIRECTOR ALBERTO MARES*

**FINANCIAL CONSENT:**

- F.1 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.2 FY2025 LINE-ITEM TRANSFER – *COUNTY AND DISTRICT ATTORNEY LINDY BEATY*  
 DECREASE 001-0360-508460 (WITNESS FEE) BY \$12,318.99  
 INCREASE 001-0360-508030 (FURNITURE/FIXTURES) BY \$12,318.99
- F.3 FY2025 LINE-ITEM TRANSFER – *443<sup>RD</sup> DISTRICT COURT JUDGE GRACE PANDITHURAI*  
 DECREASE 001-0200-508030 (FURNITURE/FIXTURES) BY \$500.00  
 DECREASE 001-0200-508190 (COMPUTER EQUIPMENT) BY \$3,300.00  
 INCREASE 001-0200-508010 (SUPPLIES) BY \$1,500.00  
 INCREASE 001-0200-508320 (VISITING JUDGE) BY \$2,300.00
- F.4 FY2025 LINE-ITEM TRANSFER – *COUNTY CLERK KRYSTAL VALDEZ*  
 DECREASE 001-0320-508010 (SUPPLIES) BY \$1,000.00  
 INCREASE 001-0320-508680 (CONTRACT SERVICES) BY \$1,000.00
- F.5 FY2025 LINE-ITEM TRANSFER – *COUNTY COMMISSIONER PRECINCT 2 LANE GRAYSON*  
 DECREASE 010-0653-509150 (ASPHALT) BY \$30,000.00  
 INCREASE 010-0653-509090 (REPAIRS/PARTS) BY \$30,000.00
- F.6 FY2025 LINE-ITEM TRANSFER – *COUNTY COMMISSIONER PRECINCT 4 KYLE BUTLER*  
 DECREASE 006-0754-570000 (CONTINGENCY-SURPLUS) BY \$20,000.00  
 INCREASE 006-0754-508680 (CONTRACT LABOR) BY \$20,000.00
- F.7 FY2025 LINE-ITEM TRANSFER – *COUNTY COMMISSIONER PRECINCT 4 KYLE BUTLER*  
 DECREASE 012-0755-570000 (CONTINGENCY – SURPLUS) BY \$140,000.00  
 INCREASE 012-0755-509150 (ASPHALT) BY \$140,000.00
- F.8 FY2025 LINE-ITEM TRANSFER – *JUSTICE OF THE PEACE PRECINCT 1 JUDGE CHRIS MACON*  
 DECREASE 001-0510-508350 (TRAINING) BY \$1,000.00  
 INCREASE 001-0510-508050 (CONFERENCE) BY \$1,000.00

- F.9 FY2025 LINE-ITEM TRANSFER – *JUSTICE OF THE PEACE PRECINCT 2 JUDGE JACKIE MILLER, JR.*  
 DECREASE 001-0520-508740 (DOCKET BOOKS/PRINTING) BY \$730.00  
 DECREASE 001-0520-508730 (MAINT/RPS OFC EQUIP) BY \$591.00  
 INCREASE 001-0520-508060 (OFFICIAL BOND/DUES) BY \$730.00  
 INCREASE 001-0520-508680 (CONTRACT LABOR) BY \$591.00
- F.10 FY2025 LINE-ITEM TRANSFER – *JUSTICE OF THE PEACE PRECINCT 2 JUDGE JACKIE MILLER, JR.*  
 DECREASE 001-0520-508740 (DOCKET BOOKS/PRINTING) BY \$1,400.00  
 INCREASE 001-0520-508350 (TRAINING) BY \$800.00  
 INCREASE 001-0520-508010 (SUPPLIES) BY \$600.00
- F.11 FY2025 LINE-ITEM TRANSFER – *CONSTABLE PRECINCT 4 MARK BOUNDS*  
 DECREASE 001-0614-508050 (CONFERENCE) BY \$2,500.00  
 DECREASE 001-0614-508030 (FURNITURE/FIXTURES) BY \$1,800.00  
 INCREASE 001-0614-508020 (EQUIPMENT) BY \$4,300.00

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

**REGULAR AGENDA**

**DEPARTMENT OF DEVELOPMENT:**

**MINUTE ORDER 372.25** (1.1) APPROVING A REPLAT OF COUNTRY RIDGE FARMS, LOTS 6A-1A & 6A-1B. THE ± 19.197-ACRE SITE IS LOCATED ± 1,500 FEET NORTH OF THE INTERSECTION OF PALMYRA ROAD AND EPPS ROAD, PALMER, ROAD AND BRIDGE NO. 1.

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

**MINUTE ORDER 373.25** (1.2) APPROVING TO RATIFY STAFF ACTION ON A PRELIMINARY FINAL PLAT OF HALPERIN AND HELMS WAXAHACHIE ADDITION. THE ± 9.984-ACRE SITE IS LOCATED ± 1,215 FEET WEST OF THE INTERSECTION OF FM 879 AND OLD BOYCE ROAD, IN THE ETJ OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 1. SUBJECT TO THE FOLLOWING CONDITIONS:

1. PLEASE ADD "PRELIMINARY" TO THE PLAT TITLE BLOCK.
2. UPDATE THE PROPOSED STREET NAME.
3. ADD BUILDING LINE SETBACKS AND EASEMENTS AS SHOWN WITHIN THE ATTACHED SAMPLE PLAT.
4. UPDATE THE CERTIFICATE OF DEDICATION TO MATCH THE SAMPLE PLAT.
5. REMOVE THE COURT SIGNATURE BLOCK.
6. ADD CONTOURS TO THE PLAT DRAWING.
7. LABEL THE LENGTH OF THE PROPOSED ROAD.
8. LABEL THE RADIUS OF THE CUL-DE-SAC.
9. OBTAIN PLAT APPROVAL FROM THE CITY OF WAXAHACHIE.

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

**MINUTE ORDER 374.25** (1.3) APPROVING A REPLAT OF THE HART FARM, PHASE 1, LOTS 3R1 AND 3R2. THE ± 11.837-ACRE SITE IS LOCATED ± 150 FEET WEST OF THE INTERSECTION OF RUTHERFORD ROAD AND VINEYARD VIEW LANE, ROAD AND BRIDGE PRECINCT No. 1. SUBJECT TO THE FOLLOWING CONDITIONS:

1. ADD THE COMPUTED GROSS ACREAGE TO THE TITLE BLOCK.
2. THE PLAT CALL ALONG THE WEST LINE OF LOT 3R1 IS INCORRECT.
3. WITHIN THE THIRD PARAGRAPH OF THE METES AND BOUNDS, PLEASE CLARIFY THE PLAT CALL REFERENCING THE CENTER OF A SAID ROAD. THE BEARINGS FOR THIS CALL DO NOT APPEAR TO END AT A ROAD.
4. WITHIN THE FIFTH PARAGRAPH OF THE METES AND BOUNDS, PLEASE CLARIFY THE CALL FOR, "...THE NORTHEAST CORNER OF SAID TRACT 2 AND ON THE SOUTHEAST LINE OF TRACT 5..."
5. WITHIN THE SIXTH PARAGRAPH OF THE METES AND BOUNDS, THE BEARING WITHIN THE PLAT CALL ALONG THE CENTER OF SAID ROAD IS INCORRECT. PLEASE ALSO ADD THE CORRECT PLAT CALL TO THE PLAT DRAWING ALONG RUTHERFORD ROAD.
6. REMOVE ALL STRUCTURES FROM THE PLAT DRAWING.
7. REMOVE THE ADDRESS "808 RUTHERFORD" FROM LOT 1 WALLACE FARM ON THE PLAT DRAWING.
8. REMOVE THE LINE INDICATING THE NORTH LINE FOR LOT 6, LOCATED BEHIND THE NORTH ARROW ON THE PLAT DRAWING.
9. ADD THE LIMITS OF THE CITY OF PALMER'S ETJ TO THE PLAT DRAWING.
10. PLEASE CONFIRM THAT THE PRONOUN WITHIN THE NOTARY STATEMENT FOR THE OWNER'S SIGNATURE IS CORRECT.
11. CHANGE THE FRONT BUILD LINE TO 25-FEET.
12. ALL EASEMENTS SHALL BE LABELED AS DRAINAGE AND UTILITY EASEMENTS.

PUBLIC PARTICIPATION: MARGARET OXFORD, WAXAHACHIE

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

**MINUTE ORDER 375.25** (1.4) APPROVING A PLAT CANCELLATION REQUEST OF SEARCY ADDITION, LOTS 5A AND 5B, BLOCK A. THE ± 10.00-ACRE SITE IS LOCATED ± 2,485 FEET WEST OF THE INTERSECTION OF STACKS ROAD AND SLATE ROCK ROAD, BRISTOL, ROAD AND BRIDGE PRECINCT No. 1.

PUBLIC PARTICIPATION: CLAIRE VERCHOT, ENNIS

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

**MINUTE ORDER 376.25** (1.5) APPROVING A VARIANCE REQUEST FOR ZERO (0) ROAD FRONTAGE, FOR PARCEL ID 182061 AND 182062 (1024 ADAYS ROAD) FROM VOLUME I, SECTION IV (A) OF THE SUBDIVISION AND DEVELOPMENT REGULATIONS REGARDING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENTS. THE ± 17.35-ACRE SITE IS LOCATED ± 1,075 FEET WEST OF THE INTERSECTION OF ADAYS ROAD AND EAST US HIGHWAY 287 BUSINESS, IN THE ETJ OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT No. 2. SUBJECT TO THE FOLLOWING CONDITIONS:

1. ANY FURTHER SUBDIVISION OF THIS PROPERTY SHALL REQUIRE A PLAT MEETING THOSE REGULATIONS IN EFFECT AT THE TIME OF PLATTING.

2. APPROVAL OF THIS VARIANCE REQUEST DOES NOT EXTEND TO ANY MULTI-TENANT, MULTI-UNIT, OR COMMERCIAL STRUCTURES OR BUSINESSES WITHOUT MEETING THE REQUIREMENTS IN EFFECT AT THAT TIME.

PUBLIC PARTICIPATION: ERIC ENGLISH, WAXAHACHIE

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

**MINUTE ORDER 377.25** (1.6) APPROVE REQUEST TO ACCEPT PERFORMANCE BOND NO. 101268765 – IN THE AMOUNT OF NINE HUNDRED SEVENTEEN THOUSAND, THIRTY-FIVE DOLLARS & 93/100 (\$917,035.93), ISSUED BY MERCHANTS NATIONAL BONDING, INC., FOR THE PROPOSED GREYSTONE ESTATES, PHASE 4. THE ± 49.128-ACRE SITE IS LOCATED ± 3,575 FEET EAST OF THE INTERSECTION OF CAMPBELL ROAD AND SINGLETON ROAD, PARTIALLY LOCATED WITHIN THE ETJ OF THE CITY OF MIDLOTHIAN, ROAD AND BRIDGE PRECINCT NO. 3.

PUBLIC PARTICIPATION: JAY CHILDS, MIDLOTHIAN; MERLE ABBOTT, MIDLOTHIAN

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

**PUBLIC HEARING** (2:27 P.M. – 2:51 P.M.)

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

- (P.1) PUBLIC HEARING REGARDING PROPOSED AMENDMENTS TO THE OUTDOOR BUSINESS ORDER, LAST ADOPTED ON OCTOBER 18, 2022. PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

PUBLIC PARTICIPATION: HUGH GRANDSTAFF, RED OAK; JD FOSTER, ATTORNEY FOR CHRIS OGBU; TEO CUELLAR, WAXAHACHIE; ARTHUR BEYNON, IRVING

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

**MINUTE ORDER 378.25** (1.7) APPROVING PROPOSED AMENDMENTS TO MINUTE ORDER #465.22, OUTDOOR BUSINESS ORDER, LAST ADOPTED ON OCTOBER 18, 2022. PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE; WITH THE FOLLOWING CHANGES:

1. SECTION III (B) (1) SHALL READ AS FOLLOWS: "A PERSON OR BUSINESS WHO OPERATES AN AUTOMOTIVE IMPOUND, SALVAGE, AND/OR WRECKING YARD OR JUNKYARD SHALL RENEW THEIR LICENSE ANNUALLY WITH THE ELLIS COUNTY DEPARTMENT OF DEVELOPMENT OR OTHER DEPARTMENT ASSIGNED BY THE COMMISSIONERS' COURT AND PAY AN ANNUAL FEE AS INDICATED IN THE ADOPTED MASTER FEE SCHEDULE. APPLICATIONS FOR LICENSE RENEWAL MAY BE SUBMITTED NO EARLIER THAN SIXTY (60) DAYS PRIOR TO THE DATE OF THE CURRENT LICENSE EXPIRATION."

2. SELECT OPTION NO. 2 AND HAVE SECTION III (B) (2) (ii) SHALL READ AS FOLLOWS: "UPON REVIEW AND APPROVAL FROM THE COMMISSIONERS COURT, THE PROPOSED EXPANSION AREA SHALL ONLY BE REQUIRED TO MEET THE REQUIREMENTS OUTLINED IN SECTION II."
3. SECTION IV (VARIANCES) SHALL READ AS FOLLOWS: "VARIANCES SHALL NOT BE ALLOWED."

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

*(THE COURT TOOK A BRIEF BREAK FROM 3:00 P.M. – 3:12 P.M.)*

### **ADMINISTRATIVE:**

**MINUTE ORDER 379.25** (3.1) AUTHORIZING FOR THE COUNTY JUDGE TO SIGN A MOU BETWEEN ELLIS COUNTY COALITION FOR HEALTH OPTIONS, DBA HOPE HEALTH, AND ELLIS COUNTY INMATE MEDICAL. HOPE HEALTH PROVIDERS WILL EVALUATE AND TREAT INMATES FOR HIV AND MEDICATION WILL BE PRESCRIBED THROUGH THE 340B PROGRAM. – *INDIGENT CARE DIRECTOR TERRI KLEIN*

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

**MINUTE ORDER 380.25** (3.2) AUTHORIZING THE COUNTY JUDGE TO SIGN A ONE-YEAR CONTRACT WITH HOPE HEALTH IN THE AMOUNT OF \$440,915.28 FOR CONTINUOUS INDIGENT HEALTHCARE SERVICES. – *INDIGENT CARE DIRECTOR TERRI KLEIN*

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

**NO ACTION** (3.3) DISCUSSION REGARDING THE FISCAL YEAR 2026 PROPOSED BUDGET. NO ACTION TAKEN. – *COUNTY JUDGE CHIEF OF STAFF RYAN GARRETT*

**PUBLIC HEARING** (3:47 P.M. – 4:05 P.M.)

MOTION TO OPEN P.2 BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

(P.2) PUBLIC HEARING REGARDING THE FISCAL YEAR 2026 PROPOSED BUDGET.

PUBLIC PARTICIPATION: GARRETT BAILEY, WAXAHACHIE; RANDY BELLOMY, OVILLA

MOTION TO CLOSE P.2 BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

**PUBLIC HEARING** (4:06 P.M. – 4:26 P.M.)

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

(P.3) PUBLIC HEARING REGARDING THE ELECTED OFFICIAL'S SALARIES AND ALLOWANCES.

PUBLIC PARTICIPATION: SYLVIA COULSON, WAXAHACHIE; JOSHUA SOUTHERLAND, WAXAHACHIE

MOTION TO CLOSE P.3 BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER STINSON, MOTION CARRIED

**MINUTE ORDER 381.25** (3.4) APPROVING TO SET THE SALARIES AND ALLOWANCES FOR ELECTED COUNTY AND PRECINCT OFFICIALS. – *COUNTY JUDGE CHIEF OF STAFF RYAN GARRETT*

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

**MINUTE ORDER 382.25** (3.5) APPROVING TO CONVEY INTEREST IN "STRUCK OFF" PROPERTY FROM ELLIS COUNTY TO THE CITY OF MIDLOTHIAN. – *ATTORNEY AT LAW SCOTT WERT*

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

**MINUTE ORDER 383.25** (3.6) APPROVING TO CHANGE THE PUBLIC HEARING DATE FROM AUGUST 19<sup>TH</sup>, 2025 TO SEPTEMBER 2<sup>ND</sup>, 2025 REGARDING THE INSTALLATION OF STOP SIGNS AT THE INTERSECTION OF ANGUS ROAD & HOYT ROAD, ROAD AND BRIDGE PRECINCT 3. – *COUNTY ENGINEER ZACH GERICH*

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

*JUDGE WRAY RECUSED HIMSELF FROM AGENDA ITEM 3.7*

**MINUTE ORDER 384.25** (3.7) APPROVING THE COUNTY JUDGE PRO TEMPORE TO SIGN A PURCHASE AGREEMENT FOR THE ACQUISITION OF 1305 WEST JEFFERSON IN WAXAHACHIE. – *COUNTY COMMISSIONER PRECINCT 2 LANE GRAYSON*

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

**RECESS TO EXECUTIVE SESSION** 4:54 P.M.

MOTION TO RECESS BY COMMISSIONER STINSON, SECONDED BY COMMISSIONER GRAYSON, 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, BICKERSTAFF HEALTH DELGADA ACOSTA, LLP. VIA REMOTE VIDEO CONFERENCE, REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING TCEQ MATTERS, SPECIFICALLY PENDING TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEMS PERMITS (TPDES), PENDING PETITIONS FOR THE CREATION OF MUNICIPAL UTILITY DISTRICTS (MUDs) AND POSSIBLE ALTERNATIVES TO MUD’S.
- 4.2 PURSUANT TO TEXAS GOVERNMENT CODE §551.072, DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY IF THE DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON. THE SUBJECT PROPERTY IS 1305 WEST JEFFERSON IN WAXAHACHIE AND EASEMENT ACQUISITIONS AT THE COUNTY FARM.

**RECONVENED TO REGULAR SESSION 5:57 P.M.**

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

(To AGENDA ITEM A.10)

**NO ACTION** (A.10) APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN COUNTY OF ELLIS AND THE CITY OF RICE IN ACCORDANCE WITH INTERLOCAL COOPERATION ACT §791.003 OF THE TEXAS GOVERNMENT CODE. – *COUNTY COMMISSIONER PRECINCT 2 LANE GRAYSON*

**NO ACTION** (A.11) APPROVAL OF AN INTERLOCAL WORK AGREEMENT BETWEEN COUNTY OF ELLIS, PRECINCT 2 AND THE CITY OF RICE. THE WORK IS TO INCLUDE RECLAIM, TWO COURSE CHIPSEAL AND TR FOG ON 0.7 MILES OF SUNRISE CIRCLE. – *COUNTY COMMISSIONER PRECINCT 2 LANE GRAYSON*

**ADJOURNMENT 5:57 P.M.**

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON AUGUST 19TH, 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 2ND DAY OF SEPTEMBER 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** (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 2<sup>nd</sup> 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: 08/22/2025 SUPPORTING DOCUMENT(S) ATTACHED? ( Y) ( N)

NAME: Staci Parr

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

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: 101 W Main St, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 09/02/2025

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

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

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

July 25, 2025 - August 15, 2025 pursuant to Local Government Code §114.024

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* \_\_\_\_\_  
County Attorney Approval

## Trial Balance for Ellis County

From 07/25/2025 - 08/15/2025

Fund	Name	Opening Balance	Debit	Credit	Closing Balance
1	GENERAL FUND	49,703,793.39	7,551,370.51	10,380,389.10	46,874,774.80
2	ROAD IMPROVEMENT FUND	2,755,854.57	11,410.19	-	2,767,264.76
3	ROAD/BRIDGE PCT. 1	3,316,376.51	90,248.25	160,765.63	3,245,859.13
4	ROAD/BRIDGE PCT. 2	3,976,906.35	90,375.78	128,797.90	3,938,484.23
5	ROAD/BRIDGE PCT. 3	975,961.15	83,664.85	169,990.35	889,635.65
6	ROAD/BRIDGE PCT. 4	2,367,836.77	361,689.99	172,212.34	2,557,314.42
7	ADULT PROBATION	1,352,114.85	240,803.00	294,976.46	1,297,941.39
8	JUVENILE PROBATION	302,427.95	401,207.49	-	703,635.44
9	F/M PCT. 1	3,980,663.73	20,994.48	35,930.21	3,965,728.00
10	F/M PCT. 2	1,554,865.76	11,946.47	36,907.58	1,529,904.65
11	F/M PCT. 3	1,654,335.02	11,561.23	118,875.64	1,547,020.61
12	F/M PCT. 4	2,272,672.49	14,380.47	75,842.69	2,211,210.27
13	LATERAL ROAD PCT. 1	522,031.04	1,958.49	-	523,989.53
14	COUNTY & DISTRICT CT TECH	55,777.57	843.83	-	56,621.40
15	JUSTICE COURT TECHNOLOGY FUND	259,255.35	1,816.46	-	261,071.81
16	DC ARCHIVES RECORDS MANAGEMENT	197,768.68	720.83	-	198,489.51
17	JURY	28,222.74	3,456.09	19,730.72	11,948.11
18	PERMANENT IMPROVEMENT	2,012,952.98	2,006,359.71	1,764,326.07	2,254,986.62
19	LAW LIBRARY	16,323.89	55,568.99	18,233.98	53,658.90
20	TRUST AND AGENCY FUND	-	-	-	-
21	RECORDS MANAGEMENT	3,174,277.48	41,737.83	-	3,216,015.31
22	CC ARCHIVES RECORDS MANAGEMENT	2,457,952.06	38,977.30	-	2,496,929.36
23	ROW AVAILABLE	21.05	-	-	21.05
24	FIRE MARSHAL SPECIAL FUND	240,584.27	4,935.80	1,189.91	244,330.16
26	DISTRICT COURT RECORDS TECH	267,631.45	977.27	-	268,608.72
27	ROAD DISTRICT #1	985,261.68	3,696.39	-	988,958.07
28	ROAD DISTRICT #5	17,510.84	65.70	-	17,576.54
29	ROAD DISTRICT #16	228,635.04	857.77	-	229,492.81
30	CHECK PROCESSING FEE AC	153,792.06	579.12	-	154,371.18
31	DRUG FORFEITURE FUND	377,027.17	10,776.46	-	387,803.63
32	GEN RECORD MANAGE/PRESE	1,129,959.20	16,776.84	-	1,146,736.04
33	COURTHOUSE SECURITY FUN	655,875.43	10,832.35	-	666,707.78
34	COURT REC. PRESERVATION 51.708	255,537.75	2,541.79	-	258,079.54
36	ELECTIONS ADMIN FEES	179,956.55	277,839.56	-	457,796.11
38	SERIES 07 INTEREST & SINKING	925,170.22	376,428.09	722,794.75	578,803.56
40	SERIES 07 BOND PROJECT	-	1.00	2.00	3.00
42	SHERIFF FEDERAL DRUG PORFEITURE	51,862.06	881.45	-	52,743.51
43	COUNTY CLERK VITALS PRESERVATION	51,862.06	881.45	-	52,743.51
45	ELLIS CO COMM CORRECTIONS	72,420.17	8,158.95	29,296.58	51,282.54
46	SHERIFF SEIZURE FUND	150,561.63	549.19	-	151,110.82
47	SHERIFF DRUG FORFEITURE	496,472.30	10,053.06	4,100.00	502,425.36
48	DISTRICT ATTY DRUG SEIZ	891,052.36	342,359.37	299,312.25	934,099.48
50	CIVIL SUPERVISION FEES	247,990.22	17,936.04	14,769.14	251,157.12
53	COURT FACILITY FEES	280,189.95	6,425.85	-	286,615.80
55	OPIOID SETTLEMENT	221,071.85	829.39	-	221,901.24
56	CONSTABLE PCT #2 FORFEITURE	1,539.36	3.27	-	1,542.63
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	97,815.99	1,342.42	-	99,158.41
63	AMERICAN RESCUE PLAN	12,950,375.07	4,101,707.73	7,500,243.95	9,551,838.85
66	JUVENILE JUSTICE ALTERNATIVE EDUC.	202,960.86	22,671.14	63,947.14	161,684.86
68	VEHICLE REPLACEMENT FUND	2,132,222.44	1,086,052.64	57,773.09	3,160,501.99
71	TREASURERS HELD PROPERTY	267,553.74	975.76	-	268,529.50
72	ELLIS COUNTY LEVEE #2	461,190.48	1,682.22	-	462,872.70
73	ELLIS COUNTY LEVEE #3	8,869.70	18.83	-	8,888.53
74	ELLIS COUNTY LEVEE #4	82,544.12	-	-	82,544.12
75	JUVENILE PROBATION FEES	7,913.00	-	-	7,913.00
76	SUBDIVISION INSPECTION FEES	669,280.74	1,421.07	-	670,701.81
79	CHAPTER 47 SEIZURE FUND	144,154.65	300.06	24,853.40	119,601.31
80	SB22 - SHERIFF	60,847.38	697.51	-	61,544.89
81	SB22 - COUNTY ATTORNEY	50.00	-	-	50.00
91	UNCLAIMED PROPERTY	4,613.60	-	-	4,613.60
125	CONSTABLE PCT 1 LOOSE FUNDS	-	1.00	2.00	3.00
126	CONSTABLE PCT 2 LOOSE FUNDS	3,173.97	-	-	3,173.97
127	CONSTABLE PCT 3 LOOSE FUNDS	21,665.79	-	1,140.00	20,525.79
128	CONSTABLE PCT 4 LOOSE FUNDS	4,109.56	-	-	4,109.56
129	SHERIFF LOOSE FUNDS	58,382.17	1,348.13	-	59,730.30
130	DISTRICT ATTY LOOSE FUNDS	87,287.00	-	-	87,287.00
131	LANGUAGE ACCESS FUND	3,197,864.67	-	-	3,197,864.67
132	COURT REPORTER SERVICES	401,698.92	-	-	401,698.92
		111,283,420.21	17,353,696.91	22,096,402.88	106,540,713.24

# COMMISSIONERS COURT AGENDA REQUEST

A4

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**Please fill out this form completely:**

DATE: August 5, 2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Sheriff Brad Norman *bw*

PHONE: 972-825-4972

FAX: 972-825-4927

DEPARTMENT OR ASSOCIATION: Ellis County Sheriff's Office

ADDRESS: 300 S Jackson St, Waxahachie TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: ~~August 19, 2025~~ September 2, 2025

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

Request approval for Sheriff to sign Interlocal Cooperation Agreement between Sheriff's Office and City of Palmer.

The agreement is to establish a shared computer-aided dispatch, records management, mobile computer system, serving public safety, emergency communications and analytical reporting tools for each of the agencies.

Agreement has been approved by legal.

CONSENT AGENDA

## **INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") regarding shared public safety information systems is made and entered into effective this 29th day of July, by the Ellis County Sheriff's Office (the "Hosting Agency" herein) and The City of Palmer (the "Hosted Agency" herein), political subdivisions of Ellis County (collectively, the "Parties").

### **WITNESSETH:**

**WHEREAS**, the Parties currently operate and manage separate public-safety information systems;

**WHEREAS**, the Parties desire to establish a shared computer-aided dispatch, records management, mobile computer system, serving public safety, emergency communications, and analytical reporting tools for each of the agencies parties, hereinafter referred to as the Ellis County Public-Safety System (ECPSS) more commonly referred to as the "Ellis County P.S.S."; and

**WHEREAS**, the Parties recognize the Sheriff as the ultimate authority over the Ellis County Public-Safety System (ECPSS); and

**WHEREAS**, the Parties have determined that a consolidated system will better utilize existing personnel and capital resources, increase the efficiency and effectiveness of public safety emergency responses, enhance public safety operations by standardizing equipment and records management systems, and will individually contribute to the costs of shared public safety system; and

**WHEREAS**, the Parties desire to enter into this Agreement to establish basic parameters for the implementation, operation, maintenance, and future public safety adoption of the ECPSS found in the "Motorola Flex Shared Data System and Operational Guidelines" document; and

**WHEREAS, NOW, THEREFORE**, in consideration of the premises, mutual covenants, provisions, and representations contained herein, constituting good and valuable consideration, and pursuant to Texas Government Code 791 ("Interlocal Cooperation Act"), the parties hereto agree as follows:

## **Terms and Conditions**

1. The Hosted Agency is responsible for all licensing fees required to utilize the ECPSS. Licensing and fee payments shall be made to Motorola Solutions, Inc. with the approval of the Hosting Agency.
2. The Hosted Agency shall establish a management service agreement through a Motorola Solutions, Inc. approved contractor to prevent direct access to critical systems and system resources provided by the Hosting Agency.
3. The Hosted Agency shall verify that all personnel employed by the management service agreement contractor are Criminal Justice Information Systems (CJIS) Certified prior to permitting those personnel access to the ECPSS.
4. The Hosted Agency shall verify that all personnel employed by the management service agreement contractor have a fingerprinted background check on-file with the Texas Department of Public Safety prior to permitting those personnel access to the ECPSS.
5. The Hosted Agency shall verify that all personnel employed by the management service agreement contractor utilizing the Texas Department of Public Safety FACT Clearinghouse are subscribed prior to permitting those personnel access to the ECPSS. This system provides notifications of charges that could preclude them from continued access to the ECPSS.
6. The Hosted Agency shall require the management service agreement contractor to contact the Hosting Agency should any services need to be restarted that will affect the daily operations or functions of the ECPSS.
7. The Hosted Agency shall require the management service agreement contractor to contact the Hosting Agency shall any shared code tables need to be modified including but not limited to addition or removal of shared code table entries.
8. The Hosted Agency's management service agreement contractor shall remain responsible for the day-to-day operation of the Hosted Agencies "partition".
  - a. A "partition" is the portion of the ECPSS set aside for the Hosted agency to input and manage records from their agency.
9. Any party shall have the right to withdraw from the ECPSS at any time upon giving ninety (90) days advance written notice to the Hosting agency. The withdrawing party shall have twelve (12) months to copy its data, but not to delete information and/or data

residing on the ECPSS Server that was contributed by the withdrawing agency. This shall be done at the sole expense of the withdrawing agency.

10. The Hosting Agency reserves the right to remove a Hosted Agency from the system at any time after providing the Hosted Agency a (90) day written notice.
11. Each party shall comply with the Public Information Act and control the release of any information produced or belonging to that party which resides anywhere on the system, including, but not limited to, the server. Each agency will be required to sign a Shared Agency Agreement between the Ellis County Sheriff's Office, the perspective agency, and Motorola Solutions.
12. The Hosted Agency is responsible for establishing connectivity from all computers (remote or local) back to their headquarters' internal agency network if they wish to allow those computers to connect to the Motorola Flex system.
13. The Hosted Agency shall utilize a CJIS compliant encryption method to establish a single encrypted tunnel from their agency's headquarters to the ECPSS network.
14. The Hosting Agency shall host access to the CJIS State Link connection for the Hosted Agency.
15. The Hosted Agency's management service agreement contractor shall remain responsible for the addition and removal of CJIS State Link users from the ECPSS.
16. The Hosted Agency shall comply with all CJIS regulations for multi-factor authentication, named agency users, password requirements, ect. outlined in the most recent CJIS Security Policy to ensure PII and CJIS data remains secure.

## **II.**

### **Duration**

This agreement shall commence on July 22, 2025 and end December 31, 2025, and thereafter will automatically renew for successive one (1) year terms, unless notice is provided of non-renewal ninety (90) days prior to renewal. However, nothing herein shall affect the right of a party to withdraw from this Agreement, as provided in Section I above.

## **III.**

## **Operating Rules and Procedures**

To ensure consistency, all parties agree to follow the pattern, protocols and procedures established by the ECPSS. Within this basic framework, the Global System Administrators shall, from time to time, adopt and implement such rules and procedures as it deems prudent for the further improvement and refinement of the system. The intention of this provision is to assure that the basic structure, workflow, security, and integrity of the system is preserved, while at the same time allowing the System Administrators to adopt necessary changes to enhance the system.

### **IV.**

#### **Autonomy of Parties**

Each agency shall have the right to customize its individual system in any way it chooses, provided that such customization does not impair the operation of the total system. Such customization shall be the sole expense and responsibility of the agency which requests the customization. The Global System Administrators shall have the authority to decide whether any action taken by a local system administrator or agency is an impairment to the system and may order the agency to follow the directive of the Global System Administrators.

### **V.**

#### **Admitting Additional Agencies**

Additional agencies may be admitted to the ECPSS upon agreement of the Sheriff, the County of Ellis, and the Hosted Agency's governing body. New agencies shall be required to meet the same terms and shall have the same responsibilities as existing parties. The Hosting Agency may require new members to pay a fee to join the ECPSS. These funds will be utilized to allow for additional hardware resources to be added to the ECPSS servers to ensure stability as the system grows.

### **VI.**

#### **Disputes**

To the extent permissible under the laws and constitution of the State of Texas, any dispute among the parties, which cannot be resolved by the Systems Administrators, shall be submitted to the Sheriff or their designee for resolution.

The Sheriff or their designee shall investigate the dispute, allowing involved parties to explain their individual concerns, and shall determine the appropriate remedy.

### **VII.**

## **System Security**

**A. Global Administrator:** Staff members assigned to the Ellis County Sheriff's Office ECPSS will be assigned global system administrator rights and responsibilities. Global Administrators will ensure system integrity, Criminal Justice Information Services ("CJIS") security compliance, perform server administration, database administration, perform advanced system configuration maintenance, and work with local agency administrators to customize system configuration to meet agency expectations.

**B. Local Agency Administrator:** The Hosted Agency shall contract with a Motorola approved management service agreement contractor who will act as the Local Agency Administrator. These Local Agency Administrators attend regularly scheduled system administrator meetings. Local Agency Administrator will be responsible for configuration of agency specific settings, password resets, set permissions, customization, optimization, and will serve as a trouble ticket liaison. Local Agency Administrators are expected to work closely with Global Administrators and Motorola support staff to accomplish agency goals and directives.

**C. System Permissions and Access:** Access to ECPSS resources require compliance with CJIS security principles of least privilege. Access to criminal justice information from staff not directly employed by a law enforcement agency and in the performance of criminal justice-related activities will require written approval from the Sheriff.

**D. API's and Third-Party Interfaces:** Application Programming Interfaces (API's) and third party interfaces not covered by the master customer agreement with the vendor will be reviewed by the ECPSS Global Administrators, the vendor, and CJIS compliance auditors prior to implementation.

**E. Advanced Configuration Tools:** System tools designed to alter or optimize the software beyond its base configuration. Such tools affect system wide changes and have the potential to negatively impact system wide performance by corrupting existing database tables and orphaning records. Advanced configuration tools will be restricted to Global Administrators to preserve the integrity of the ECPSS system and prevent costly damages. Global Administrators will develop a submission process for system wide changes with Local Agency Administrators to ensure safe and timely system configuration changes.

**F. CYBER/PHISHING/VIRUS MITIGATION:** The Ellis County Sheriff's Office reserves the right to temporarily disconnect an agency's encrypted tunnel to mitigate security threats. Encrypted tunnel connectivity will be restored once the affected agency resolves the identified security threat. The Ellis County Sheriff's Office shall be held harmless in the event the need arises to temporarily disconnect the hosted agencies encrypted tunnel.

## **VIII.**

### **Cloud Conversion**

The Hosting Agency is contractually obligated to migrate the on-premises systems to a cloud-based system within two (2) to four (4) years. The cloud-based system will be maintained by Motorola Solutions and operate in a government approved cloud environment while meeting all CJIS security requirements.

The Hosted Agency shall coordinate with Motorola to migrate data to the cloud-based solution. Once the migration to the cloud is completed there will no longer be a server maintained on-premises.

The Hosted Agency may be required to negotiate new terms, pricing, and payments to Motorola Solutions when the migration to the cloud is completed.

## **IX.**

### **Miscellaneous**

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. As permitted by law the Hosted Agency will indemnify and hold harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Hosted Agency, its officers, agents, servants and employees under this Agreement; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of this Agreement based upon any willful or negligent act or omission of the County, its officer, agents, servants and employees.
3. Any financial obligations of the parties under this agreement shall be payable from current revenues available to the respective paying party.
4. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Ellis County, Texas.
5. This Agreement shall be binding upon and inure to the benefit of Ellis County and the Hosted Agency and their respective representatives, successors and assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.
6. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

7. The effective date of this Agreement shall be the date stated below.

Dated this 29<sup>th</sup> day of July 2025.

Laura Miller, Mayor

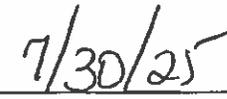
Brad Norman, Sheriff

City of Palmer, Texas

Ellis County

  
Signature

\_\_\_\_\_  
Signature

  
Date

\_\_\_\_\_  
Date

# COMMISSIONERS COURT AGENDA REQUEST

45

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**Please fill out this form completely:**

DATE: 8/20/25 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: John Wray

PHONE: 972.825.5011 FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: County Judge

ADDRESS: 101 West Main Street in Waxahachie

PREFERRED DATE TO BE PLACED ON AGENDA: 9.2.25

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

Consent Agenda-  
Approval of appoint Gary Farmer, to replace Bob Beakley's appointment on MO #343.25, as a director to the Prairielands Groundwater Conservation District Board of Directors for a four-year term to expire on August 31st, 2029.

# COMMISSIONERS COURT AGENDA REQUEST

Ab

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**Please fill out this form completely:**

DATE: 8/20/25 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: John Wray

PHONE: 972.825.5011 FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: County Judge

ADDRESS: 101 West Main Street in Waxahachie

PREFERRED DATE TO BE PLACED ON AGENDA: 9.2.25

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

Consent Agenda-  
Approval of appoint Keith Shaw to the Ellis County Rural Rail Transportation Board.

A7

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		<b>Court Date:</b> August 19, 2025	
<b>REPORTING DEPARTMENT:</b> <i>Engineering</i>			
<b>AGENDA TYPE</b> <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>Engineering Dept</b> <b>Financial Report July 2025</b> <b>CONSENT AGENDA ITEM</b>		

**AGENDA CAPTION:**  
 Approval of the Engineering Department monthly financial report for July 2025, as Chapter 114.044 of the Texas Local Government Code requires.

**EXECUTIVE SUMMARY:**  
 The County Auditor requested all departments receiving monies to submit a monthly financial report for approval to the Commissioners' Court as required in Texas Local Government Code, Chapter 114.044. This report satisfies this requirement. Below is an approximate summary of revenues and expenditures for March 2025

REVENUE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0375-406680	Map Sales	\$ 0 0.00
001-0375-409385	Engineering Plan Reviews	\$ 1,150.00
001-0375-406080	ROW Reviews & Misc.	\$ 800.00
<b>Total Revenues</b>		<b>\$ 1,950.00</b>

EXPENSE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0375-506010	Mileage Reimbursement	\$ 0.00
001-0375-506890	GIS Software	\$
001-0375-507030	Telephone	\$ \$244.64
001-0375-508010	Supplies	\$ \$133.18
001-0375-508020	Equipment	\$ 0.00
001-0375-508050	Conference	\$ \$621.75
001-0375-508070	Operating Expenditures	\$ 0.00
001-0375-508080	Auto Gas	\$ \$603.41
001-0375-508190	Computer Equipment	\$ 0.00
001-0375-508350	Training & Education	\$ \$400.00
001-0375-508680	Contract Services No billing received	\$ \$149.51
001-0375-508690	Professional Fees	\$ \$00.00
001-0375-508730	Maintenance/Repairs Office Equipment	\$ 0.00
001-0375-508820	Books	\$ 0.00
001-0375-508880	Computer Software	\$ 0.00
001-0375-509330	Consultant	\$ 0.00
001-0375-590208	Outside Review Fees	\$ \$36,763.27
<b>Total Expenditures</b>		<b>\$ \$38,915.76</b>

A8

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		<b>Court Date:</b> September 2, 2025	
<b>REPORTING DEPARTMENT:</b> DoD			
<b>AGENDA TYPE</b> <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>DoD FINANCIAL REPORT          JULY 2025          CONSENT AGENDA ITEM</b>		

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

REVENUE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0000-202500	TCEQ Line Item	\$ 580.00
001-0060-400580	PWA (Permits)	\$ 27,350.00
001-0060-400720	Plats (Subdivisions)	\$ 6,890.00
001-0060-400940	Septic Fees	\$ 42,350.00
001-0060-406080	Misc. Fees	\$ 750.00
001-0921-406260	Recording Fees	\$ 854.00
003-0601-400920	Pct. No. 1 – Subdivision Percentage (Road) Fees	\$ 0.00
004-0652-400920	Pct. No. 2 – Subdivision Percentage (Road) Fees	\$ 0.00
005-0703-400920	Pct. No. 3 – Subdivision Percentage (Road) Fees	\$ 0.00
006-0754-400920	Pct. No. 4 – Subdivision Percentage (Road) Fees	\$ 0.00
076-0976-409760	Subdivision Inspection Fees (Special Fund)	\$ 0.00
<b>REVENUES</b>		<b>\$ 78,774.00</b>

EXPENSE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0060-506010	Travel Reimbursement	\$ 73.50
001-0060-507030	Telephone	\$ 385.53
001-0060-508010	Supplies	\$ 134.37
001-0060-508020	Equipment	\$ 89.94
001-0060-508050	Conference	\$ 300.00
001-0060-508060	Dues	\$ 139.95
001-0060-508080	Auto Gas	\$ 1,315.59
001-0060-508090	Auto Repairs	\$ 167.98
001-0060-508100	Auto Tires	\$ 255.00
001-0060-508190	Computer	\$ 0.00
001-0060-508210	Uniform	\$ 0.00
001-0060-508680	Contract Services	\$ 279.79
001-0060-508880	Computer Software	\$ 958.33
001-0060-508990	Development Testing	\$ 0.00
076-0976-509978	Subdivision Inspection Fees (Special Fund)	\$ 0.00
<b>EXPENDITURES</b>		<b>\$ 4,099.98</b>

A9

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		September 2, 2025	
<b>REPORTING DEPARTMENT:</b> Department of Development (DoD)			
<b>AGENDA TYPE</b> <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>Stephen Addition, Lots 1 &amp; 2, Block A</b> <b>Pct. No. 1</b> <b>CONSENT AGENDA ITEM NO. 1</b>		

**CAPTION:**  
 Ratify staff action of approval on a final plat of Stephen Addition, Lots 1 & 2, Block A. The ± 6.255-acre site is located ± 3,400 feet northwest of the intersection of Alsdorf Road and Whitehouse Road, Ennis, 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. 190244

**APPLICANT(s):**  
 Stephen & Lawana Green,  
 Owners

**ATTACHMENTS:**

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

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

- The applicant wishes to create two (2) lots for residential use.

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

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

**WATER SOURCE:**

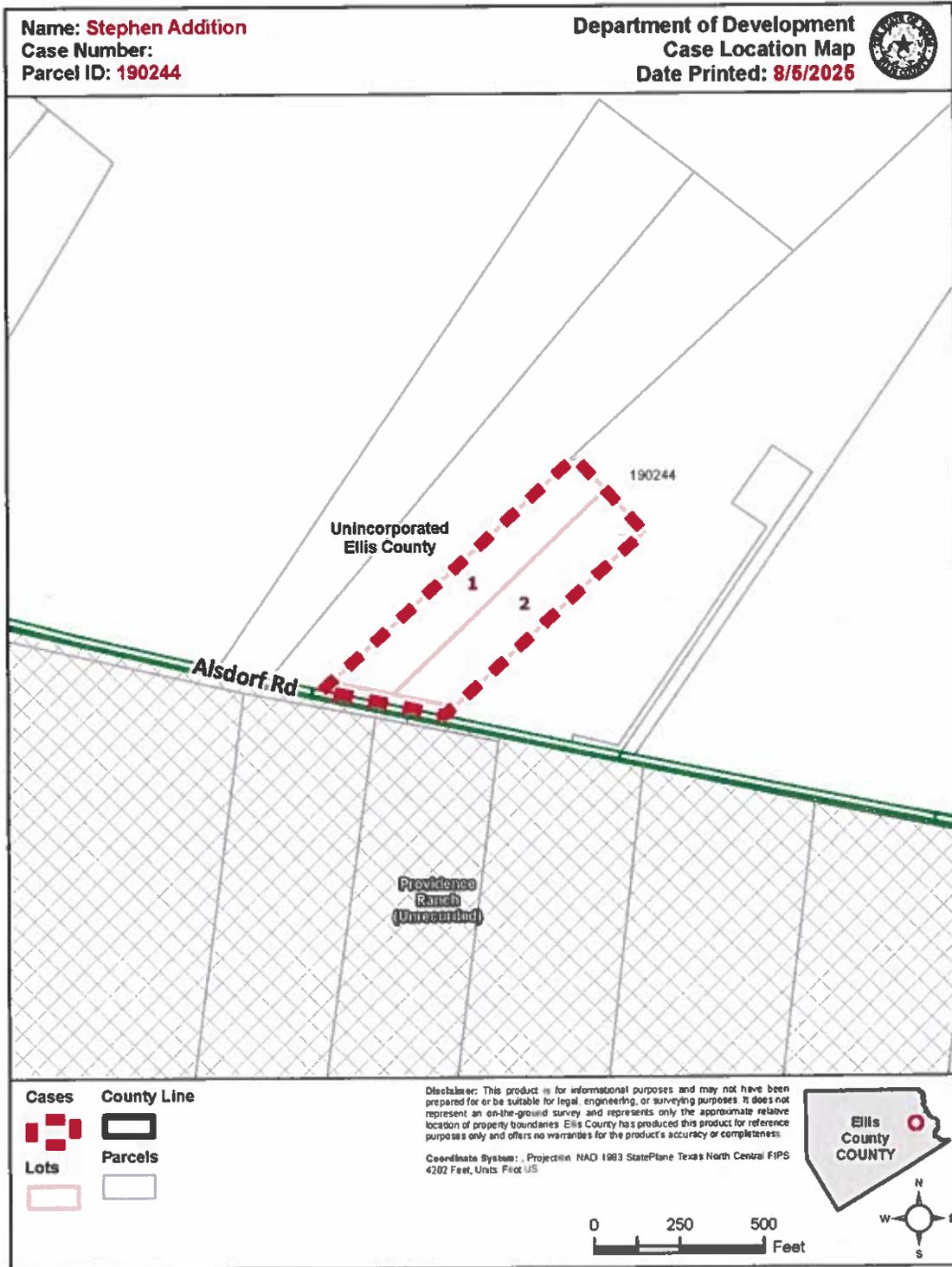
PROVIDER	Line Size	Date of Confirmation
Rice Water	4-inch	08/04/2025

**NOTICE REQUIREMENTS (if applicable):**

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

**ANALYSIS:**  
 Staff reviewed this plat and conditionally approved it on August 18, 2025. Since the date of the letter, the applicant has met the conditions listed in Attachment No. 3 and staff recommends approval, as presented.

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







DEPARTMENT OF DEVELOPMENT  
Ellis County  
302 N Monroe St 2<sup>nd</sup> Floor  
Waxahachie, TX 75165

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

August 18, 2025

Stephen & Lawana Green  
1348 Alsdorf Rd  
Ennis, TX 75119

Re: Plat Application Submission Action for Stephen Addition, Lots 1 & 2, Block A (Parcel No. 190244)

The Department of Development (DoD) received your plat application for Stephen Addition, Lots 1 & 2, Block A on August 4th, 2025, for two (2) proposed lots consisting of ± 6.255 acres. After staff review, the Director of Planning & Development approves\* this plat application, subject to meeting the following conditions and/or requirements:

**Surveyor comments:**

1. Please ensure the correct mailing address is listed within the owner's contact on the plat.
2. Add two (2) survey benchmarks set by site with the State Plan Coordinate System (Texas North Central – 4204) to the plat drawing.
3. Update ownership information regarding Steve K. Mitschke. ECAD depicts different information as of 2022.
4. Confirm the ownership location information is accurate for both adjacent Jurik and De Paz tracts. ECAD displays location information differently.
5. Correct the front build line to be twenty-five (25) feet.
6. Remove or label the line running perpendicular to Lot 1 across Alsdorf Road on the plat drawing.
7. Please relocate the right-of-way dedication labels and measurements to be outside of the right-of-way area on the plat drawing for overall legibility.
8. Add deed calls, bearings and measurements to the plat drawing. See Morton Acres as an example.
9. Please identify or label within the legend the utilities indicated on the east side of the plat drawing.
10. Please identify acreage on the plat drawing for the adjacent Louis B. Green and Sarah C. Green tract.

Once the plat drawing has been approved by staff without any outstanding comments or conditions, staff will need five (5) revised sets of the plat on 18" x 24" regular print sheets with original stamps, seals, and signatures before court signature and filing. As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for court action on **September 2nd, 2025**.

**As a reminder, all County offices will be closed Monday, September 1<sup>st</sup>, 2025, in observance of Labor Day.**

Please contact me should there be any questions, or if I can be of further assistance.

Respectfully,

Angelica Barber, Planner

Page 1 of 2

F1

# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: 08/18/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Kyle Butler

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: FM Pct 4

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 09/02/2025

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

**\*\*Financial Consent Agenda\*\***  
Line Item Transfer  
  
DECREASE - 012-0755-57000 Contingency - Surplus by \$224,000  
INCREASE - 012-0755-509170 Concrete Stabilization by \$224,000



**Patricha Bremer**

---

**From:** Annita Johnston  
**Sent:** Monday, August 18, 2025 8:59 AM  
**To:** Staci Parr; Patricha Bremer  
**Cc:** Ryan Garrett  
**Subject:** Line Item Adjustment  
**Attachments:** 20250818\_TRANSFER FROM.pdf

Good Morning,

Line item adjustment for 9/2/25 Commissioners Court.

Thanks,

*Annita Johnston*

Administrative Assistant  
to Commissioner Kyle Butler  
ELLIS COUNTY ROAD & BRIDGE PCT. 4  
1011 Eastgate Rd.  
Midlothian, Tx. 76065  
972-825-5305  
Hrs. 7:00 a.m. to 3:30 p.m.



F2

# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: 08/18/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Judge James Bryant

PHONE: 972-825-5312

FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Justice of the Peace Pct. 4

ADDRESS: 301 N. 8th Street, Midlothian, TX 76065

PREFERRED DATE TO BE PLACED ON AGENDA: 09/02/2025

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

FINANCIAL CONSENT AGENDA  
LINE ITEM TRANSFER REQUEST

DECREASE- 001-0540-508740 DOCKET BOOKS/PRINTING BY \$3,393.65

INCREASE- 001-0540-508010 SUPPLIES BY \$3,393.65



F3

# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: 08/21/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Alberto Mares

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Department of Development

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 09/02/2025

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

**\*\*Financial Consent Agenda\*\***  
Line Item Transfer  
  
DECREASE 001-0060-508090 Auto Repairs by \$500  
INCREASE 001-0060-508010 Supplies by \$500



F4

# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: 08/21/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Krystal Valdez

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Ellis County Clerk

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 09/02/2025

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

**\*\*Financial Consent Agenda\*\***  
Line Item Transfer  
  
DECREASE 001-0320-506010 Mileage Reimbursement by \$1,400; DECREASE 001-0320-507030 Telephone by \$3,200; DECREASE 001-0320-508010 Supplies by \$4,750; DECREASE 001-0320-508060 Official Bonds/Dues by \$1,200; DECREASE 001-0320-508350 Training by \$1,100; DECREASE 001-0320-508230 Legal Notice by \$200  
  
INCREASE 001-0320-508020 Equipment by \$10,850  
INCREASE 001-0320-508680 Contract Services by \$1,000



# 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
001-0320-506010	MILEAGE	\$ 1,400.00
001-0320-507030	TELEPHONE	\$ 3,200.00
001-0320-508010	SUPPLIES	\$ 4,750.00
001-0320-508060	OFFICIAL BOND/DUES	\$ 1,200.00
001-0320-508350	TRAINING	\$ 1,100.00
001-0320-508230	LEGAL NOTICE	\$ 200.00
	<b>TOTAL:</b>	<b>\$ 11,850.00</b>

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0320-508020	EQUIPMENT	\$ 10,850.00
001-0320-508680	CONTRACT SERVICES	\$ 1,000.00
	<b>TOTAL:</b>	<b>\$ 11,850.00</b>

*Hunter Valley*  
Signature

08/21/2025  
Date

COUNTY CLERK  
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

F5

# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: 08/21/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Zachary Gerich

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Engineering

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 09/02/2025

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

**\*\*Financial Consent Agenda\*\***Line Item Transfer  
DECREASE 001-0375-508820 Books by \$300; DECREASE 001-0375-509330 Consultant by \$10,000; DECREASE 001-0375-508730 Maintenance/Repairs of Equip by \$300; DECREASE 001-0375-508350 Training Education by \$7,200; DECREASE 001-0375-508050 Conference by \$3,000; DECREASE 001-0375-506890 GIS Software by \$1,000; DECREASE 001-0375-508070 Opererating Expenses by \$200  
  
INCREASE 001-0375-508010 Supplies by \$800; INCREASE 001-0375-508020 Equipment by \$10,200; INCREASE 001-0375-590208 Outside Review Fee by \$10,000; INCREASE 001-0375-508190 Computer Equip by \$500; INCREASE 001-0375-508690 Professional Fee by \$500



F6

# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: 08/22/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Brad Norman

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Sheriff's Office

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 09/02/2025

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

**\*\*Financial Consent Agenda\*\*** Line Item Transfer  
  
DECREASE 001-0010-505020 Salaries -Full Time by \$147,8344  
DECREASE 001-0010-508190 Computer Equipment by \$35,425  
  
INCREASE 001-0010-505022 Overtime by \$102,000; INCREASE 001-0010-506020 Staff Travel & Expense by \$8,000; INCREASE 001-0010-508040 Shipping & Postage by \$200; INCREASE 001-0010-508060 Official Bond/Dues by \$1,000; INCREASE 001-0010-508090 Auto Repairs by \$30,000; INCREASE 001-0010-508570 Peripheral by \$5,000; INCREASE 001-0010-508650 Pre-Employment Screening by \$2,500; INCREASE 001-0010-508680 Contracts by \$30,425; INCREASE 001-0010-509960 Radio Agreement by \$4,134



**ELLIS COUNTY LINE ITEM ADJUSTMENT**  
**FISCAL YEAR 2024-2025**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2024/2025 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-505020	Salaries-Full Time	\$ 147,834.00
001-0010-508190	Computer Equipment	\$ 35,425.00
	<b>TOTAL</b>	\$ 183,259.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-505022	Overtime	\$ 102,000.00
001-0010-506020	Staff Travel & Expense	\$ 8,000.00
001-0010-508040	Shipping & Postage	\$ 200.00
001-0010-508060	Official Bond/Dues	\$ 1,000.00
001-0010-508090	Auto Repairs	\$ 30,000.00
001-0010-508570	Peripheral	\$ 5,000.00
001-0010-508650	Pre-Employment Screening	\$ 2,500.00
001-0010-508680	Contracts	\$ 30,425.00
001-0010-509960	Radio Agreement	\$ 4,134.00
	<b>TOTAL</b>	\$ 183,259.00

  
 Signature of Department Head

August 22, 2025  
 Date Signed

010 / SO  
 Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

\_\_\_\_\_  
 County Judge

\_\_\_\_\_  
 Commissioner Precinct #1

\_\_\_\_\_  
 Commissioner Precinct #2

\_\_\_\_\_  
 Commissioner Precinct #3

\_\_\_\_\_  
 Commissioner Precinct #4

Approved by County Auditor's Office: Patricha Bremer

**Patricha Bremer**

---

**From:** Debra Brown <debra.brown@elliscounty.texas.gov>  
**Sent:** Friday, August 22, 2025 11:14 AM  
**To:** Staci Parr; Patricha Bremer  
**Subject:** Line Item Adjustment for SO and Jail  
**Attachments:** Line Item Adjustment - SO 0010.pdf; Line Item Adjustment - Jail 0015.pdf

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attached are line item adjustments for the SO and Jail. This is to clean up the lines.

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

F7

# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: 08/22/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Brad Norman

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Ellis County Jail

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 09/02/2025

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

<p><b>**Financial Consent Agenda**</b>  <b>Line Item Transfer</b></p> <p><b>DECREASE 001-0015-505020 Salaries -Full Time by \$1,000.000</b></p> <p><b>INCREASE 001-0015-505022 Overtime by \$700,000</b>  <b>INCREASE 001-0015-507020 Repairs by \$150,000</b>  <b>INCREASE 001-0015-508020 Equipment by \$30,000</b>  <b>INCREASE 001-0015-508140 Inmate Feeding by \$70,000</b>  <b>INCREASE 001-0015-508730 Building Mechancial Contracts by \$50,000</b></p>
--



**ELLIS COUNTY LINE ITEM ADJUSTMENT**  
FISCAL YEAR 2024-2025

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2024/2025 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-505020	Salaries	\$ 1,000,000.00
	<b>TOTAL</b>	\$ 1,000,000.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-505022	Overtime	\$ 700,000.00
001-0015-507020	Repairs	\$ 150,000.00
001-0015-508020	Equipment	\$ 30,000.00
001-0015-508140	Inmate Feeding	\$ 70,000.00
001-0015-508730	Building Mechanical Contracts	\$ 50,000.00
	<b>TOTAL</b>	\$ 1,000,000.00

  
Signature of Department Head

August 22, 2025  
Date Signed

015 / JAIL  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Commissioner Precinct #1

\_\_\_\_\_  
Commissioner Precinct #2

\_\_\_\_\_  
Commissioner Precinct #3

\_\_\_\_\_  
Commissioner Precinct #4

Approved by County Auditor's Office: Patricia Bremer

# COMMISSIONERS COURT AGENDA REQUEST

F8

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**Please fill out this form completely:**

DATE: 08/25/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Hon John Wray

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: County Judge

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 09/02/2025

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

**\*\*CONSENT AGENDA - FINANCIAL\*\***  
DECREASE 001-0140-505580 Contingencies/Reserve by \$300,000  
DECREASE 001-0140-505600 Compensatory/Fringe Liability by \$200,000  
DECREASE 001-0140-570020 Contingency-Death Penalty by \$500,000  
INCREASE 018-0908-509808 FF&E - JP2 Subcourthouse by \$21,678.21  
INCREASE 018-0908-509801 Soft Costs - Ellis County Central by \$121.90  
INCREASE 018-0908-509731 Hard Costs - JP2 Subcourthouse by \$503,148  
INCREASE 018-0908-507020 Building Repairs & Improvements by \$475,051.89



# ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR FY25

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the FY25 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-505580	CONTINGENCIES/RESERVE	\$ 300,000.00
001-0140-505600	COMPENSATORY/FRINGE LIABIL	\$ 200,000.00
001-0140-570020	CONTINGENCY - DEATH PENAL	\$ 500,000.00
	<b>TOTAL:</b>	<b>\$ 1,000,000.00</b>

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
018-0908-509808	FF&E - JP2 SUB-COURTHOUSE	\$ 21,678.21
018-0908-509801	OFF COSTS - ELLIS CO CENTRA	\$ 121.90
018-0908-509731	OFF COSTS - JP2 SUB-COURTHO	\$ 503,148.00
018-0908-507020	PLUMBING REPAIRS & IMPROVEME	\$ 475,051.89
	<b>TOTAL:</b>	<b>\$ 1,000,000.00</b>

*John W. ...*

Signature

08/25/2025

Date

COUNTY JUDGE

Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

\_\_\_\_\_  
 COUNTY JUDGE

\_\_\_\_\_  
 COMMISSIONER PCT. 1

\_\_\_\_\_  
 COMMISSIONER PCT. 2

\_\_\_\_\_  
 COMMISSIONER PCT. 3

\_\_\_\_\_  
 COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:

*Sara A. Pan*

F9

# 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-2024-2025-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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

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

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

Please fill out this form completely:

DATE: August 21, 2025 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Richard Rozier

PHONE: 972-825-5150 FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Tax Office

ADDRESS: 302 N Monroe

PREFERRED DATE TO BE PLACED ON AGENDA: September 2, 2025

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

Decrease 001-0370-508880 Computer Services - \$1,535.00

Increase 001-0370-508020 Equipment \$120.00

Increase 001-0370-508060 Off Bond/Dues \$65.00

Increase 001-0370-508350 Training \$850.00

Increase 001-0370-508050 Conference \$500.00

Decrease 001-0370-507030 Telephone \$8,370.00

Increase 001-0370-508730 Main/Off Equip \$8,370.00

\* \_\_\_\_\_  
County Attorney Approval



# 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
001-0370-508880	Computer Services	\$ 120.00
001-0370-508880	Computer Services	\$ 65.00
001-0370-508880	Computer Services	\$ 850.00
001-0370-508880	Computer Services	\$ 500.00
001-0370-507030	Telephone	\$ 8,370.00
	<b>TOTAL:</b>	<b>\$ 9,905.00</b>

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0370-508020	Equipment	\$ 120.00
001-0370-508060	Official Bond/Dues	\$ 65.00
001-0370-508350	Training	\$ 850.00
001-0370-508050	Conference	\$ 500.00
001-0370-508730	Maint/Off Equip	\$ 8,370.00
	<b>TOTAL:</b>	<b>\$ 9,905.00</b>

*[Signature]*

08/21/2025

Tax Office

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



DOD

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

**CONSENT AGENDA**

**Consent Agenda Item No. 1**

**Ratify staff action of approval on a final plat of Stephen Addition, Lots 1 & 2, Block A.** The ± 6.255-acre site is located ± 3,400 feet northwest of the intersection of Alsdorf Road and Whitehouse Road, Ennis, Road and Bridge Precinct No. 1.

**Consent Agenda Item No. 2**

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

**REGULAR AGENDA**

**Agenda Item No. 1.1**

**Discussion, consideration, and action to ratify staff action on a final plat of Sanchez Gibson Addition, Lot 1A, Block 1.** The ± 1.00-acre site is located ± 470 feet north of the intersection of Gibson Road and Cactus Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 1.

**Agenda Item No. 1.2**

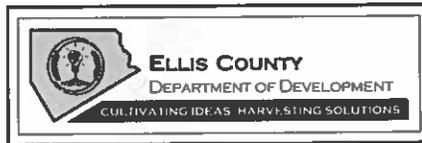
**Discussion, consideration, and action to ratify staff action on a final plat of Alejandro Addition, Lot 1, Block A (to be renamed).** The ± 5.956-acre site is located ± 2,840 feet northwest of the intersection of FM 879 and Gibson Street Railroad Crossing, in the extraterritorial jurisdiction (ETJ) of the City of Garrett, Road and Bridge Precinct No. 2.

**Agenda Item No. 1.3**

**Discussion, consideration, and action to ratify staff action on a preliminary plat of The Stallions.** The ± 80.00-acre site is located ± 500 feet north of the intersection of Mustang Road and the Corral Road, Waxahachie, Road and Bridge Precinct No. 2.

**Agenda Item No. 1.4**

**Discussion, consideration, and action to ratify staff action on a final plat of Funny Farm Acres, Lot 1, Block A.** The ± 3.009-acre site is located ± 490 feet northeast of the intersection of Bee Creek School House Road and FM 308, Grandview, Road and Bridge Precinct No. 3.



## **REGULAR AGENDA (continued)**

### **Agenda Item No. 1.5**

**Discussion, consideration, and action to ratify staff action on a final plat of Tommie's Place, Lots 1 & 2, Block A.** The ± 2.227-acre site is located ± 2,450 feet southeast of the intersection of Blair Road and Edna Road, Waxahachie, Road and Bridge Precinct No. 3.

### **Agenda Item No. 1.6**

**Discussion, consideration, and action to ratify staff action on a final plat of Ovilla Business Park, Lot 1, Block A.** The ± 1.771-acre site is located ± 640 feet south of the intersection of FM 664 (Ovilla Road) and Shiloh Road, in the extraterritorial jurisdiction (ETJ) of the City of Ovilla, Road and Bridge Precinct No. 4.

### **Agenda Item No. 1.7**

**Discussion, consideration, and action to approve the performance bond submittals for the proposed Renaissance Subdivision, Phase 1.** The ± 107.1-acre site is located at the northwest corner of Patrick Road and West Sterrett Road, situated in The C. Goar Survey, Abstract No. 401, and The C. Hurst Survey, Abstract No. 456, Waxahachie, Road and Bridge Precinct No. 4.

### **Agenda Item No. 1.8**

**Discussion, consideration, and action to release a supplemental Maintenance Bond No. #S-344212 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 extraterritorial jurisdiction (ETJ) of the City of Ovilla, Road & Bridge Precinct No. 4.

## **EXECUTIVE SESSION**

- MUD Updates
- Springside Estates, Phase 2 Bonds
  - Contemplated Litigation
- Discuss Current Fee Schedule
  - Contemplated Litigation

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		September 2, 2025	
<b>REPORTING DEPARTMENT:</b> Department of <i>Development (DoD)</i>			
<b>AGENDA TYPE</b> <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>Sanchez Gibson Addition, Lot 1A, Block 1</b> <b>Pct. No. 1</b> <b>AGENDA ITEM NO. 1.1</b>		

**CAPTION:**

Discussion, consideration, and action to ratify staff action on a final plat of Sanchez Gibson Addition, Lot 1A, Block 1. The ± 1.00-acre site is located ± 470 feet north of the intersection of Gibson Road and Cactus Road, in the extraterritorial jurisdiction (ETJ) of the City of 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. 207141

**APPLICANT(s):**

Luis Sanchez, Owner

**ATTACHMENTS:**

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

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

- The applicant wishes to create one (1) lot for residential use.
- The Commissioners' Court granted a variance request to the lot size and septic regulations for this property on July 8<sup>th</sup>, 2025 - Minute Order No. 329.25.
- The City of Waxahachie is scheduled to take action on this plat at their meeting on August 26, 2025. Staff will notify the Commissioners Court of their action at the time of this meeting.

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

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

**WATER SOURCE:**

PROVIDER	Line Size	Date of Confirmation
Rockett SUD	12-inch	05/05/2025

**NOTICE REQUIREMENTS (if applicable):**

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

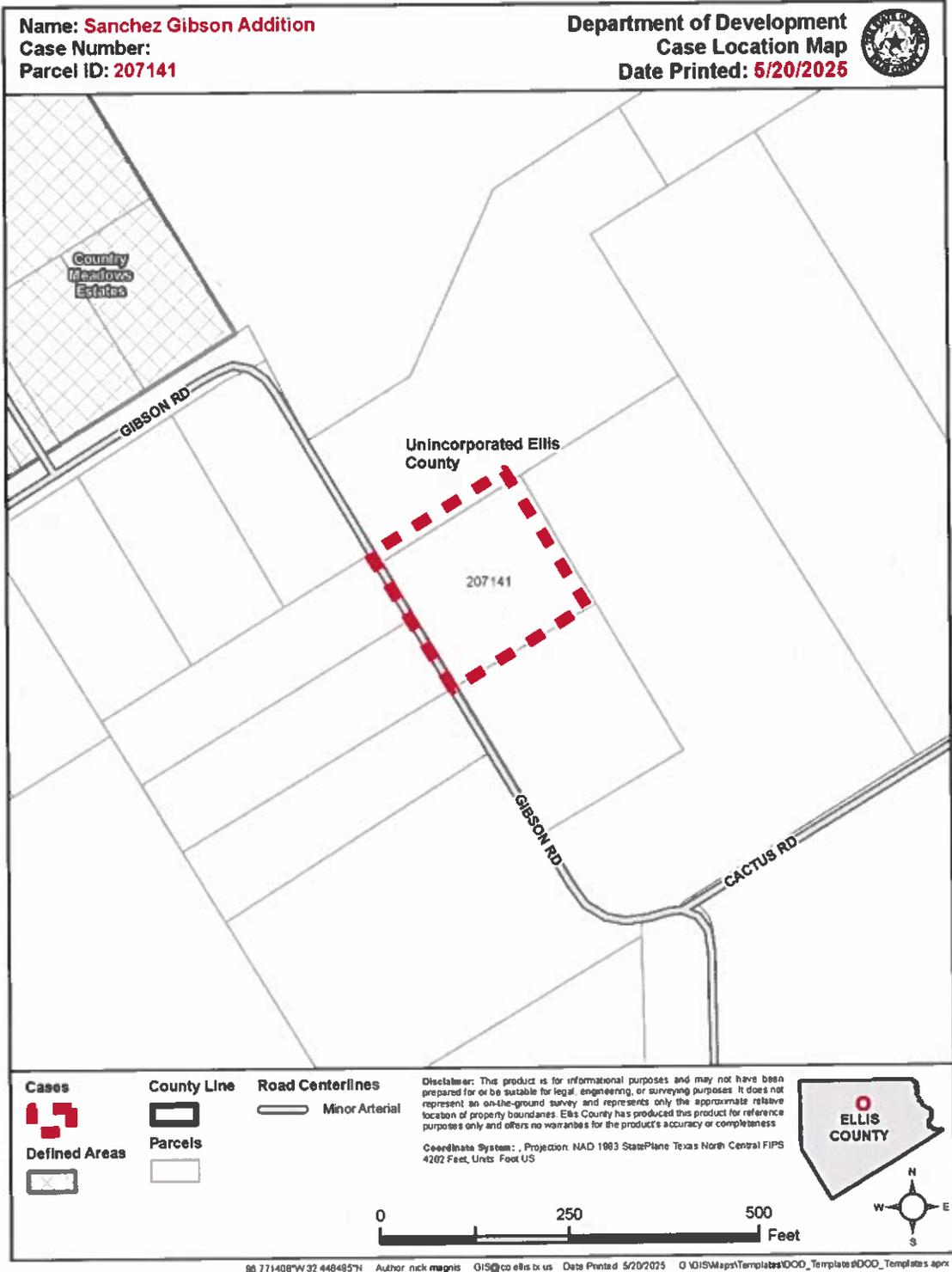
**ANALYSIS:**

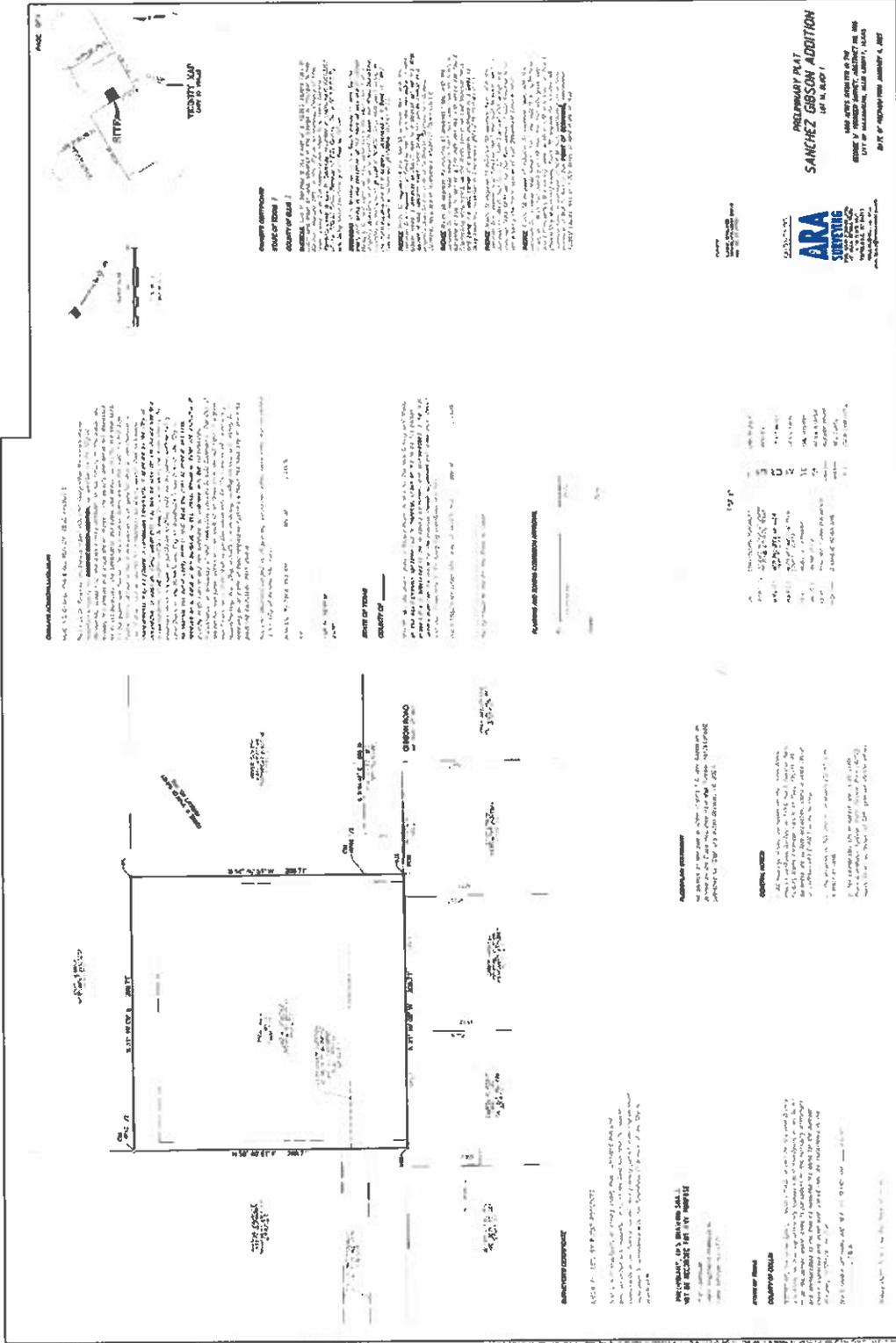
Staff reviewed this plat on August 11, 2025, and recommends **approval of this plat, subject to the following twenty-four (24) conditions:**

1. Please provide a signed Waiver of Takings Impact Assessment. (LGC§232.0025 (f)(1))
2. Please provide the Original Tax Certificate with raised seal from the County Tax Office demonstrating all current property taxes are paid in full. (LGC§ 232.001 (d) (e))
3. Remove all color from the plat. Per the County Clerk's Office, all plats are to be black & white.
4. Correct the property's location within the owner's certificate, owner's acknowledgement, and title block to be within the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Ellis County.

5. Add owner's telephone number to the owner contact on the plat.
6. Remove "preliminary" from the title block.
7. Clearly label and identify Gibson Road and existing right-of-way within the plat drawing.
8. Label the plat drawing with a lot and block designation.
9. Update the plat drawing and metes and bounds regarding the ownership for Mary Newman. ECAD depicts a different owner as of 2024.
10. Update the plat drawing to match the metes and bounds description regarding the 1/2 IRF for the east corner of said Sanchez tract.
11. Add two (2) survey benchmarks set by site with the State Plan Coordinate System (Texas North Central - 4202).
12. "Guerrero Circle" is not a road or private drive recognized by Ellis County's GIS & 9-1-1 Addressing Department. Please remove the indicated road name from the vicinity map.
13. Remove all fences from the plat drawing.
14. Thirty (30) feet of right-of-way dedication should be made along Gibson Road. Please hatch the area of dedication and identify monuments for the new property line along Gibson Road.
15. Add a twenty-five (25) foot front build line.
16. All easement width measurements should be labeled within the plat drawing. All easements should be labeled as drainage and utility easements.
17. Add Ellis County's nine (9) point owner's certificate statement and signature block to the plat.
18. Add Ellis County's court signature block and approval date line to the plat.
19. Remove "Collin County" from the plat.
20. Add Ellis County's OSSF statement and signature line to the plat.
21. Remove measurements within the plat drawing that are not related to said tract or found within the metes and bounds.
22. Add a general plat note referencing the RSUD easement and instrument number.
23. Add a general plat note referencing the minimum lot size variance approved by Ellis County Commissioners' Court on July 8th, 2025 - Minute Order No. 329.25.
24. Add deed calls to the plat drawing. See the attached Morton Acres as an example.

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





 Outlook

Response to: Sanchez Gibson Addition, Lot 1A, Block 1, SUB-111-2025, PID 207141

From Angelica Barber <angelica.barber@co.ellis.tx.us>

Date: Mon 8/11/2025 3:19 PM

To: Jones, David <david.jones@waxahachie.com>; Sara Garcia <sara.garcia@co.ellis.tx.us>; King, Zack <zking@waxahachie.com>; Crimilda Aguilar <crimilda.aguilar@co.ellis.tx.us>

Cc: Robertson, Trenton <trenton.robertson@waxahachie.com>; Venissat, Michelle <michelle.venissat@waxahachie.com>

 1 attachment (7 MB)

Morton Acres.pdf

Good afternoon David,

In response to the plat received on August 6th, 2025, for Sanchez Gibson Addition, Lot 1A, Block 1, please see the following outstanding comments. To reiterate, it is my understanding this case is a plat, and not a replat.

1. Please provide a signed Waiver of Takings Impact Assessment. (LGC§232.0025 (f)(1))
2. Please provide the Original Tax Certificate with raised seal from the County Tax Office demonstrating all current property taxes are paid in full. (LGC§ 232.001 (d) (a))
3. Remove all color from the plat. Per the County Clerk's Office, all plats are to be black & white.
4. Correct the property's location within the owner's certificate, owner's acknowledgement, and title block to be within the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Ellis County.
5. Add owner's telephone number to the owner contact on the plat.
6. Remove "preliminary" from the title block.
7. Clearly label and identify Gibson Road and existing right-of-way within the plat drawing.
8. Label the plat drawing with a lot and block designation.
9. Update the plat drawing and metes and bounds regarding the ownership for Mary Newman. ECAD depicts a different owner as of 2024.
10. Update the plat drawing to match the metes and bounds description regarding the 1/2 IRF for the east corner of said Sanchez tract.
11. Add two (2) survey benchmarks set by site with the State Plan Coordinate System (Texas North Central - 4202).
12. "Guemero Circle" is not a road or private drive recognized by Ellis County's GIS & 9-1-1 Addressing Department. Please remove the indicated road name from the vicinity map.
13. Remove all fences from the plat drawing.
14. Thirty (30) feet of right-of-way dedication should be made along Gibson Road. Please hatch the area of dedication and identify monuments for the new property line along Gibson Road.
15. Add a twenty-five (25) foot front build line.
16. All easement width measurements should be labeled within the plat drawing. All easements should be labeled as drainage and utility easements.
17. Add Ellis County's nine (9) point owner's certificate statement and signature block to the plat.
18. Add Ellis County's court signature block and approval date line to the plat.
19. Remove "Collin County" from the plat.
20. Add Ellis County's OSSF statement and signature line to the plat.
21. Remove measurements within the plat drawing that are not related to said tract or found within the metes and bounds.
22. Add a general plat note referencing the RSUD easement and instrument number.
23. Add a general plat note referencing the minimum lot size variance approved by Ellis County Commissioners' Court on July 8th, 2025 - Minute Order No. 329.25.
24. Add deed calls to the plat drawing. See the attached Morton Acres as an example.

This plat will be tentatively scheduled for the September 2nd Commissioners' Court meeting. Please contact me if there are any questions or concerns.

Respectfully,

Angelica Barber  
Planner

Ellis County Department of Development  
302 N Monroe St, Suite 208 Waxahachie, TX 75165  
Office (972) 825-5200  
Direct (972) 825-5460  
EllisCoemItx.com



From: Jones, David <david.jones@waxahachie.com>

Sent: Monday, August 11, 2025 1:22 PM

To: Sara Garcia <sara.garcia@co.ellis.tx.us>; King, Zack <zking@waxahachie.com>; Crimilda Aguilar <crimilda.aguilar@co.ellis.tx.us>; Angelica Barber <angelica.barber@co.ellis.tx.us>

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		September 2, 2025	
<b>REPORTING DEPARTMENT:</b> Department of <i>Development (DoD)</i>			
<b>AGENDA TYPE</b>	<b>Alejandro Addition, Lot 1, Block A</b> <b>Pct. No. 2</b> <b>AGENDA ITEM NO. 1.2</b>		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

**CAPTION:**

Discussion, consideration, and action to ratify staff action on a final plat of Alejandro Addition, Lot 1, Block A (to be renamed). The ± 5.956-acre site is located ± 2,840 feet northwest of the intersection of FM 879 and Gibson Street Railroad Crossing, in the extraterritorial jurisdiction (ETJ) of the City of Garrett, Road and Bridge Precinct No. 2.

**CASE TYPE:**

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

**PARCEL ID OR ADDRESS:**

Parcel ID No. 183892

**APPLICANT(s):**

David Griffin, Applicant  
 Alejandro & Elizabeth Ramirez,  
 Owners

**ATTACHMENTS:**

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

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

- The applicant wishes to create one (1) lot for residential use.

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
FM 879	Local (80 feet)	None Needed	Yes

**WATER SOURCE:**

PROVIDER	Line Size	Date of Confirmation
Community Water Company	2-inch	07/29/2025

**NOTICE REQUIREMENTS (if applicable):**

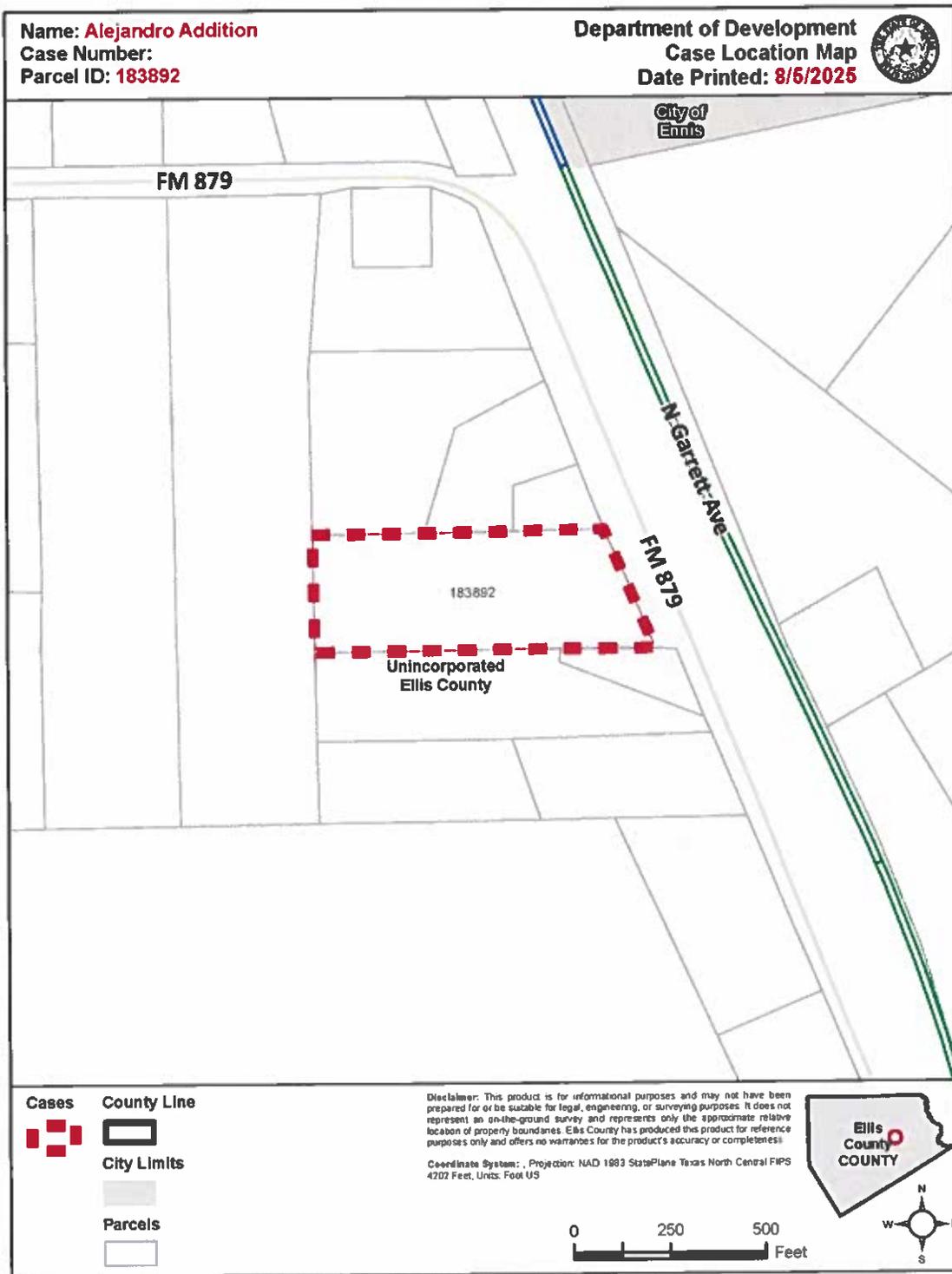
NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

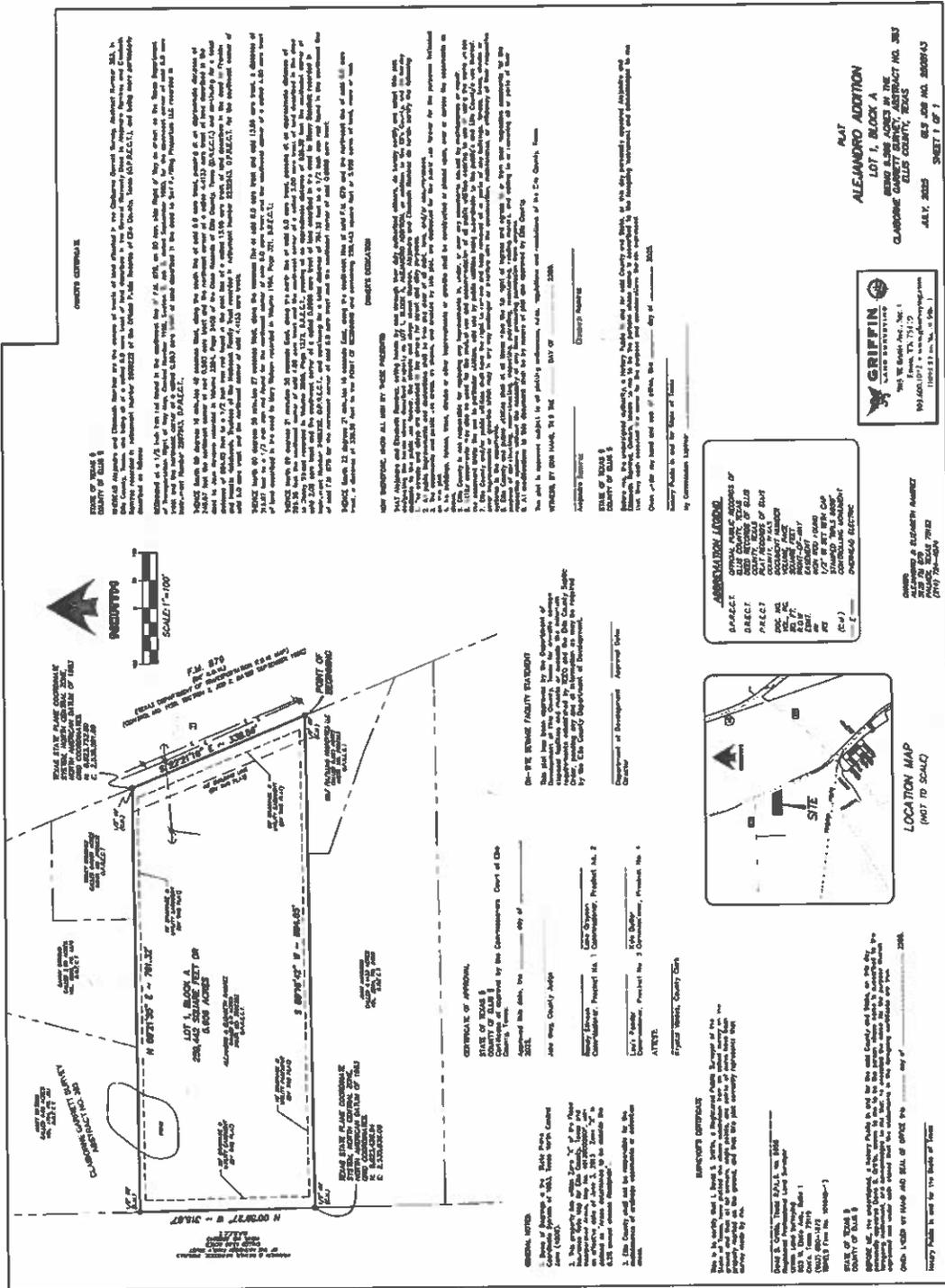
**ANALYSIS:**

Staff reviewed this plat on August 18, 2025, and recommends **approval of this plat, subject to the following six (6) conditions:**

1. Please correct the computed gross acreage within the title block.
2. Add deed calls, bearings and measurements to the plat drawing.
3. Update the location within the title block and metes & bounds to be within the extraterritorial (ETJ) of the City of Garrett, Ellis County.
4. Within the notary statement for the owner's signatures, please correct the names to read: Alejandro Ramirez and Elizabeth Ramirez.
5. Label or remove the items on the plat drawing located within the right-of-way of FM 879.
6. Alejandro is the name of an existing subdivision within Ellis County. Please update the plat name.

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







DEPARTMENT OF DEVELOPMENT  
Ellis County  
302 N Monroe St 2<sup>nd</sup> Floor  
Waxahachie, TX 75165

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

August 18, 2025

David Griffin  
903 W Ennis Ave, #1  
Ennis, TX 75152

**Re: Plat Application Submission Action for Alejandro Addition, Lot 1, Block A (Parcel No. 183892)**

The Department of Development (DoD) received your plat application for Alejandro Addition, Lot 1, Block A on August 4th, 2025, for one (1) proposed lot consisting of ± 5.956 acres. After staff review, the Director of Planning & Development approves\* this plat application, subject to meeting the following conditions and/or requirements:

**Surveyor comments:**

1. Please correct the computed gross acreage within the title block.
2. Add deed calls, bearings and measurements to the plat drawing. See Morton Acres as an example.
3. Update the location within the title block and metes & bounds to be within the extraterritorial (ETJ) of the City of Garrett, Ellis County.
4. Within the notary statement for the owner's signatures, please correct the names to read: Alejandro Ramirez and Elizabeth Ramirez.
5. Label or remove the items on the plat drawing located within the right-of-way of FM 879.
6. Alejandro is the name of an existing subdivision within Ellis County. Please update the plat name.

Once the plat drawing has been approved by staff without any outstanding comments or conditions, staff will need five (5) revised sets of the plat on 18"x 24" regular print sheets with original stamps, seals, and signatures before court signature and filing. As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for court action on **September 2nd, 2025**.

**As a reminder, all County offices will be closed Monday, September 1<sup>st</sup>, 2025, in observance of Labor Day.**

Please contact me should there be any questions, or if I can be of further assistance.

Respectfully,

Angelica Barber, Planner  
Ellis County Department of Development  
Phone: 972-825-5200 Email: [angelica.barber@co.ellis.tx.us](mailto:angelica.barber@co.ellis.tx.us)  
cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development  
Sara Garcia, Assistant Director of Planning & Development  
Crimilda Aguilar-McAdams, Permit & Planning Technician

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

Page 1 of 1

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		September 2, 2025	
<b>REPORTING DEPARTMENT:</b> Department of <i>Development (DoD)</i>			
<b>AGENDA TYPE</b>	<b>The Stallions Preliminary Plat Pct. No. 2 AGENDA ITEM NO. 1.3</b>		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

**CAPTION:**  
**Discussion, consideration, and action to ratify staff action on a preliminary plat of The Stallions.** The ± 80.00-acre site is located ± 500 feet north of the intersection of Mustang Road and the Corral Road, Waxahachie, Road and Bridge Precinct No. 2.

**CASE TYPE:**

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

**PARCEL ID OR ADDRESS:**  
 Parcel ID No. 303413, 303414, 303415, 303366, 303367, 303368, 303369

**APPLICANT(s):**  
 JKMA Estates LLC, Venky Gundlapally

**ATTACHMENTS:**

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

**STAFF RECOMMENDATION:**

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

- PROPOSAL & BACKGROUND INFORMATION:**
- The applicant wishes to create 55 lots for residential use and 1 HOA lot along a newly built infrastructure, consisting of three new roads and three new cul-de-sacs.
  - Should the Commissioners' Court approve this preliminary plat, the applicant's next step would be to submit civil plans (paving, drainage, etc.) for this proposed subdivision to the County Engineer's Office for review and approval prior to the start of construction.
  - Per the adopted regulations, preliminary plats expire eighteen (18) months after approval if no civil plans or a final plat are submitted. Staff may approve a one-time extension of six (6) months upon written request by the applicant.

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Mustang Road (North / South segment)	Principal Arterial – 140 ft.	± 64.88 ft.	Yes
Mustang Road (Northwest / Southeast segment)	New Collector – 80 ft.	± 40.00 ft	Yes

\*In accordance with the TLGC §232.102, the maximum amount of right-of-way dedication allowed by law is 120 ft., unless included on the regional plan.

**WATER SOURCE:**

PROVIDER	Line Size	Date of Confirmation
Rockett SUD	n/a	8/18/2025

**NOTICE REQUIREMENTS (if applicable):**

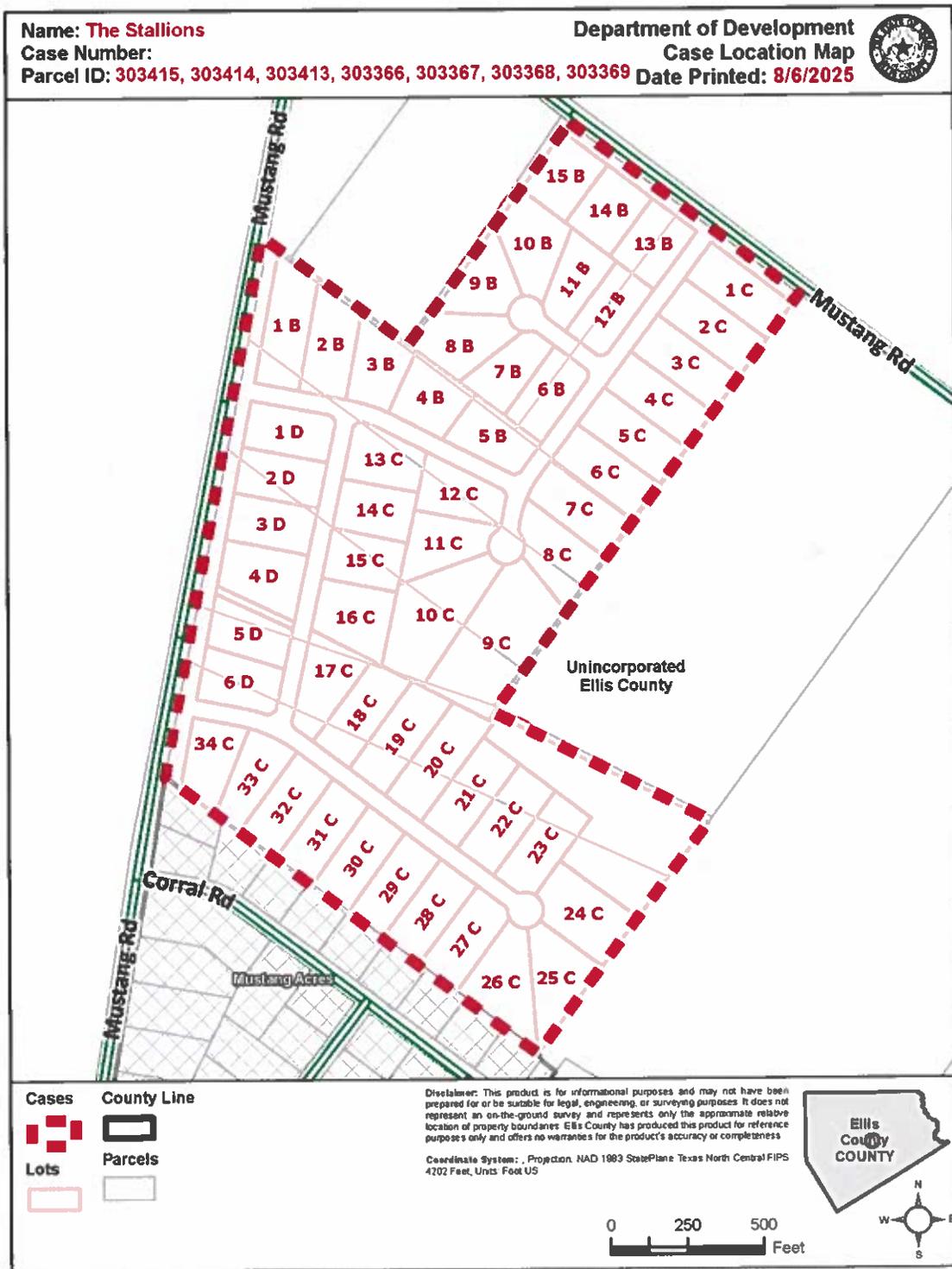
NEWSPAPER	WEBSITE	CERTIFIED MAIL
	N/A	

### **ANALYSIS:**

Staff reviewed this application on August 18, 2025, and **conditionally approved** of the initial submittal, provided the following eighteen (18) conditions are met:

#### **Surveyor comments:**

1. Add the two additional deeds to the general description.
2. Add the owner's statement and signature line from the sample preliminary plat.
3. Add a general plat note to include the ETJ removal information (Ordinance No. and City approval date).
4. Add the DoD Director's statement and signature line, including the County's general OSSF statement and signature line for plats.
5. Please note that any residual land of less than 10 acres must be platted.
6. Label the radius of the cul-de-sac.
7. Reblock the subdivision to begin with Block A.
8. Add the proposed length of each road.
9. Renumber the subdivision data table. There are currently two number 9's.
10. Slightly darken the contours shown on the plat drawing.
11. The proposed building setback lines shown on the plat drawing exceed the County's subdivision regulations for lots that are not adjacent to a thoroughfare road. Please ensure that the front building setback line is 25 ft. throughout the subdivision.
12. Please contact our GIS department to select approved street names for this development. Rudder Lane and Murphy Crossing are denied, as they are already in use. Their email is [addressing@co.ellis.tx.us](mailto:addressing@co.ellis.tx.us).
13. Lot 6, Block B is missing the length along Doss Drive.
14. Since this subdivision is proposing internal roads, all lots must be facing internally. Lots 13-15, Block B do not meet this requirement. This will need to be revised and approved by city staff prior to civil plan submittal.
15. Lot 3, Block B is missing a length along Murphy Crossing.
16. Lots 9-10, Block C needs to be redrawn to remove the proposed pond. Please redraw the pond as an additional HOA lot.
17. Number 7 on the subdivision data table is missing a letter at the end of the sentence (disposal).
18. Number 9 is missing the closing parentheses and punctuation.



88 7583°W 32 344721°N Author: rick.magnus GIS@co.ellis.tx.us Date Printed: 8/8/2025 G:\GIS\maps\Templates\DOD\_Templates\DOD\_Templates.aprx





**DEPARTMENT OF DEVELOPMENT**  
 Ellis County  
 302 North Monroe Street, Second Floor  
 Waxahachie, TX 75165

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

August 18, 2025

Venky Gundlapally  
 JKMA Estates LLC  
 2115 Chafee Road  
 Frisco, TX. 75036

**Re: Plat Application Submission Action for The Stallions Preliminary Plat  
 (Parcel ID No. 303413, 303414, 303366, 303367, 303368, 303369)**

The Department of Development (DoD) received your plat application for the Waxahachie Industrial Park Preliminary Plat on August 4, 2025, for 52 proposed lots on ± 80.000 acres. After staff review, the Director of Planning & Development deems this plat application as **approved\***, subject to meeting the following conditions and/or requirements:

**Surveyor comments:**

1. Add the two additional deeds to the general description.
2. Add the owner's statement and signature line from the sample preliminary plat.
3. Add a general plat note to include the ETJ removal information (ordinance no. and city approval date).
4. Add the DoD Director's statement and signature line, including the County's general OSSF statement and signature line for plats.
5. Please note that any residual land of less than 10 acres must be platted.
6. Label the radius of the cul-de-sac.
7. Reblock the subdivision to begin with Block A.
8. Add the proposed length of each road.
9. Renumber the subdivision data table. There are currently two number 9's.
10. Slightly darken the contours shown on the plat drawing.
11. The proposed building setback lines shown on the plat drawing exceed the County's subdivision regulations for lots that are not adjacent to a thoroughfare road. Please ensure that the front building setback line is 25 ft. throughout the subdivision.
12. Please contact our GIS department to select approved street names for this development. Rudder Lane and Murphy Crossing are denied, as they are already in use. Their email is [addressing@co.ellis.tx.us](mailto:addressing@co.ellis.tx.us).
13. Lot 6, Block B is missing the length along Doss Drive.
14. Since this subdivision is proposing internal roads, all lots must be facing internally. Lots 13-15, Block B do not meet this requirement.
15. Lot 3, Block B is missing a length along Murphy Crossing.
16. Lots 9-10, Block C needs to be redrawn to remove the proposed pond. Please redraw the pond as an additional HOA lot.
17. Number 7 on the subdivision data table is missing a letter at the end of the sentence (disposal).
18. Number 9 is missing the closing parentheses and punctuation.



**DEPARTMENT OF DEVELOPMENT**  
Ellis County  
302 North Monroe Street, Second Floor  
Waxahachie, TX 75165

✉: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
☎: 972-825-5200  
🌐: [ellispermits.com](http://ellispermits.com)

**Applicant comment:**

1. Please contact Rockett SUD regarding a corrected will serve letter. The letter provided has parcel id number 303413 listed twice and is missing parcel id number 303414.

Once the plat drawing has been approved without any outstanding comments or conditions, staff will need five (5) revised sets of the plat on 18"x 24" sheets with original stamps, seals, and signatures.

As stated in the county's development regulations (Volume I, Section III) and the TLGC §232.001, the ensuing step is final ratification from the Ellis County Commissioners' Court. Based on this information, this preliminary plat application request is tentatively scheduled for court action on **September 2, 2025**.

*\*Please note that the county will be closed on September 1, 2025, in observance of Labor Day.*

Please let me know if you have any other questions or if I can be of further assistance.

Kind regards,

*Sara Garcia*

Sara Garcia

Assistant Director

Ellis County Department of Development

Phone: 972-825-5200      Email: [sara.garcia@co.ellis.tx.us](mailto:sara.garcia@co.ellis.tx.us)

cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development

Angelica Barber, Planner, Crimilda Aguilar-McAdams, Permit & Planning Technician

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

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		September 2, 2025	
<b>REPORTING DEPARTMENT:</b> Department of <i>Development (DoD)</i>			
<b>AGENDA TYPE</b>	<b>Funny Farm Acres, Lot 1, Block A</b> <b>Pct. No. 3</b> <b>AGENDA ITEM NO. 1.4</b>		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

**CAPTION:**  
 Discussion, consideration, and action to ratify staff action on a final plat of Funny Farm Acres, Lot 1, Block A. The ± 3.009-acre site is located ± 490 feet northeast of the intersection of Bee Creek School House Road and FM 308, Grandview, 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. 283718

**APPLICANT(s):**  
 Jaycee & Colton Bartley, Owners

**ATTACHMENTS:**

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

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

- The applicant wishes to create one (1) lot for residential use.

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Bee Creek School House Road	Local (60 feet)	30 feet	Yes

**WATER SOURCE:**

PROVIDER	Line Size	Date of Confirmation
Files Valley	3-inch	07/30/2025

**NOTICE REQUIREMENTS (if applicable):**

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

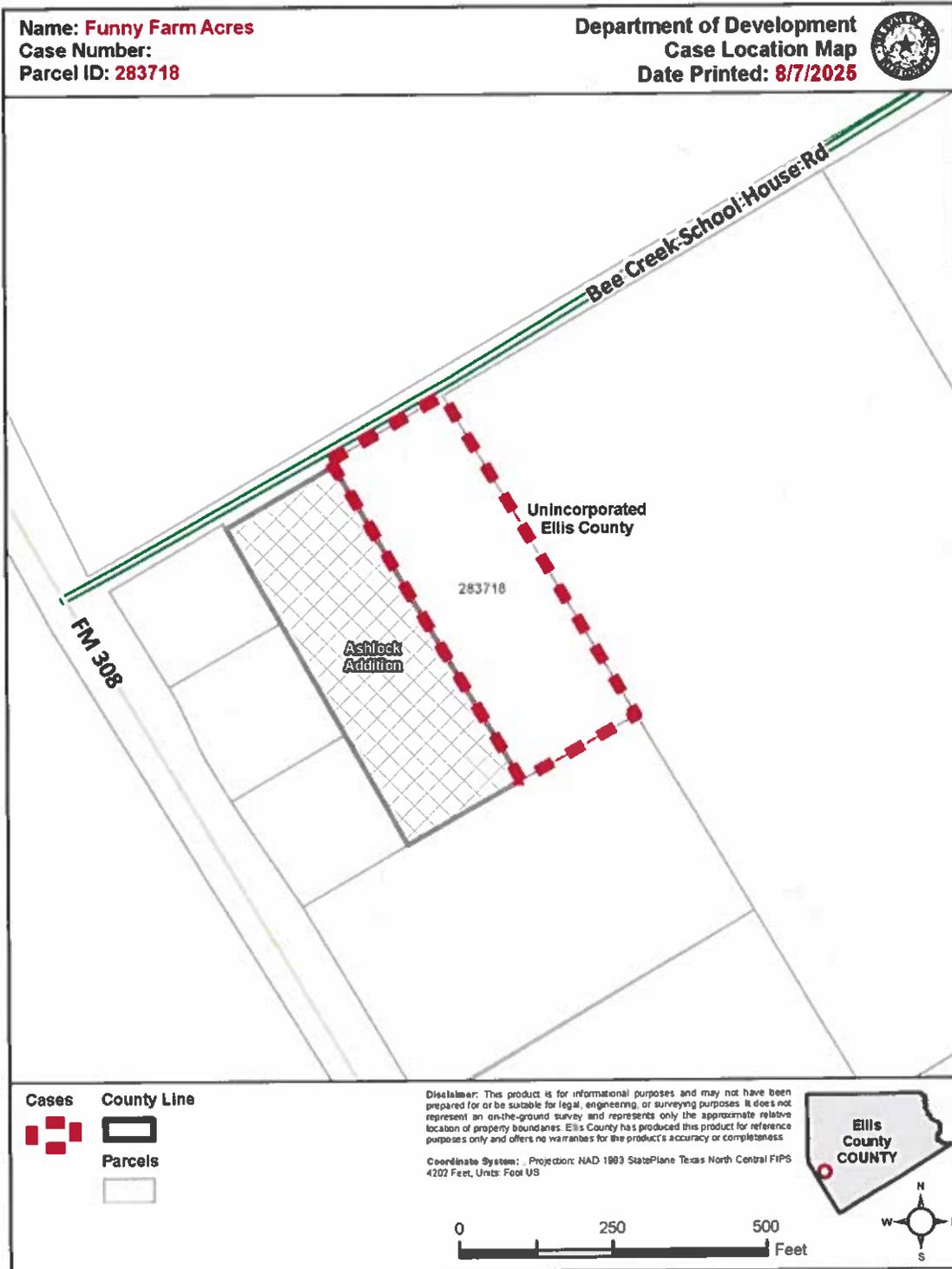
**ANALYSIS:**  
 Staff reviewed this plat on August 18, 2025, and recommends **approval of this plat, subject to the following twenty-five (25) conditions:**

- Applicant comments:**
1. The notary statement within the Waiver of "Takings Impact Assessment (TIA)" Form is incomplete. Please provide a corrected form.
  2. Documentation from Files Valley regarding completion of the road bore and installation of the water meter is due at the time of submitting a development permit application(s).

- Surveyor comments:**
3. Add the lot and block to the title block.
  4. Within the first and second paragraphs of the metes and bounds, please capitalize Bartley.
  5. Add owner contact information to the plat including the names and address.
  6. Please identify the calculated area of the lot on the plat drawing.
  7. Add an arrow indicating the Point of Beginning.

8. Update ownership and legal description information within the metes and bounds and on the plat drawing for the tract to the west of said property. Please include recorded bearings, measurements, and easements.
9. Within the fourth paragraph of the metes and bounds, please indicate the scale of measure for 208.03.
10. Update ownership and legal description information within the metes and bounds and on the plat drawing for the tract east of said property. Please include recorded bearings, measurements, and easements.
11. For the east corner of said tract, the deed calls for a ½" iron rod set with a cap stamped RPLS 5544, whereas the metes and bounds and plat drawing indicate a ½" steel rod found. Please confirm if this refers to the same point.
12. Identify a second survey benchmark set by site with the State Plan Coordinate System (Texas North Central – 4202) on the plat drawing.
13. Update the front drainage and utility easement to be twenty (20) feet.
14. Please provide recording information for the thirty (30) foot overhead electric easement indicated in the plat drawing.
15. Please hatch the area that is to be dedicated for right-of-way along Bee Creek School House Road on the plat drawing.
16. Please identify the square feet to be dedicated for right-of-way along Bee Creek School House Road.
17. Update the Floodplain Statement to identify that the Firm Panel Number and date is defined by FEMA.
18. Correct the owner's certificate to identify the updated legal description of the property.
19. Update the signature lines within the owner's certificate to be: Authorized Property Owner's Signature.
20. Update the court signature block to identify John Wray as the County Judge.
21. Update the court signature block to identify Louis Ponder as Commissioner, Precinct No. 3.
22. Update the language within the OSSF Statement to match the attached sample plat.
23. Update the preparation date within the plat.
24. The scale identified on the bottom right side differs in pages one (1) and two (2) of the plat. Please correct accordingly.
25. Identify the location of FM 308 within the plat drawing

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







**DEPARTMENT OF DEVELOPMENT**  
 Ellis County  
 302 N Monroe St 2<sup>nd</sup> Floor  
 Waxahachie, TX 75165

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

August 18, 2025

Jaycee Bartley  
 12231 FM 157  
 Maypearl, TX 76064

**Re: Plat Application Submission Action for Funny Farm Acres, Lot 1, Block A (Parcel No. 283718)**

The Department of Development (DoD) received your plat application for Funny Farm Acres, Lot 1, Block A on August 4th, 2025, for one (1) proposed lot consisting of  $\pm$  3.009 acres. After staff review, the Director of Planning & Development approves\* this plat application, subject to meeting the following conditions and/or requirements:

**Applicant comments:**

1. The notary statement within the Waiver of "Takings Impact Assessment (TIA)" Form is incomplete. Please provide a corrected form.

**Surveyor comments:**

1. Add the lot and block to the title block.
2. Within the first and second paragraphs of the metes and bounds, please capitalize Bartley.
3. Add owner contact information to the plat including the names, address, and telephone number.
4. Please identify the calculated area of the lot on the plat drawing.
5. Add an arrow indicating the Point of Beginning.
6. Update ownership and legal description information within the metes and bounds and on the plat drawing for the tract to the west of said property. Please include recorded bearings, measurements, and easements.
7. Within the fourth paragraph of the metes and bounds, please indicate the scale of measure for 208.03.
8. Update ownership and legal description information within the metes and bounds and on the plat drawing for the tract east of said property. Please include recorded bearings, measurements, and easements.
9. For the east corner of said tract, the deed calls for a ½" iron rod set with a cap stamped RPLS 5544, whereas the metes and bounds and plat drawing indicate a ¼" steel rod found. Please confirm if this refers to the same point.
10. Identify a second survey benchmark set by site with the State Plan Coordinate System (Texas North Central – 4202) on the plat drawing.
11. Update the front drainage and utility easement to be twenty (20) feet.
12. Please provide recording information for the thirty (30) foot overhead electric easement indicated in the plat drawing.
13. Please hatch the area that is to be dedicated for right-of-way along Bee Creek School House Road on the plat drawing.
14. Please identify the square feet to be dedicated for right-of-way along Bee Creek School House Road.
15. Update the Floodplain Statement to identify that the Firm Panel Number and date is defined by FEMA.
16. Correct the owner's certificate to identify the updated legal description of the property.
17. Update the signature lines within the owner's certificate to be: Authorized Property Owner's Signature.
18. Update the court signature block to identify John Wray as the County Judge.

Page 1 of 2

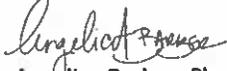
19. Update the court signature block to identify Louis Ponder as Commissioner, Precinct 3.
20. Update the language within the OSSF Statement to match the attached sample plat.
21. Update the preparation date within the plat.
22. The scale identified on the bottom right side differs in pages one (1) and two (2) of the plat. Please correct accordingly.
23. Identify the location of FM 308 within the plat drawing.

Once the plat drawing has been approved by staff without any outstanding comments or conditions, staff will need five (5) revised sets of the plat on 18"x 24" regular print sheets with original stamps, seals, and signatures before court signature and filing. As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for court action on **September 2nd, 2025**.

**As a reminder, all County offices will be closed Monday, September 1<sup>st</sup>, 2025, in observance of Labor Day.**

Please contact me should there be any questions, or if I can be of further assistance.

Respectfully,



Angelica Barber, Planner

Ellis County Department of Development

Phone: 972-825-5200

Email: [angelica.barber@co.ellis.tx.us](mailto:angelica.barber@co.ellis.tx.us)

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

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

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		September 2, 2025	
<b>REPORTING DEPARTMENT:</b> Department of <i>Development (DoD)</i>			
<b>AGENDA TYPE</b>	<b>Tommie's Place, Lots 1 &amp; 2, Block A</b> <b>Pct. No. 3</b> <b>AGENDA ITEM NO. 1.5</b>		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

**CAPTION:**  
 Discussion, consideration, and action to ratify staff action on a final plat of Tommie's Place, Lots 1 & 2, Block A. The ± 2.227-acre site is located ± 2,450 feet southeast of the intersection of Blair Road and Edna Road, Waxahachie, Road and Bridge Precinct No. 3.

**CASE TYPE:**

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

**PARCEL ID OR ADDRESS:**  
 Parcel ID No. 200149

**APPLICANT(s):**  
 David G. Blair, Owner

**ATTACHMENTS:**

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

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

- The applicant wishes to create two (2) lots for residential use.

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

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

**WATER SOURCE:**

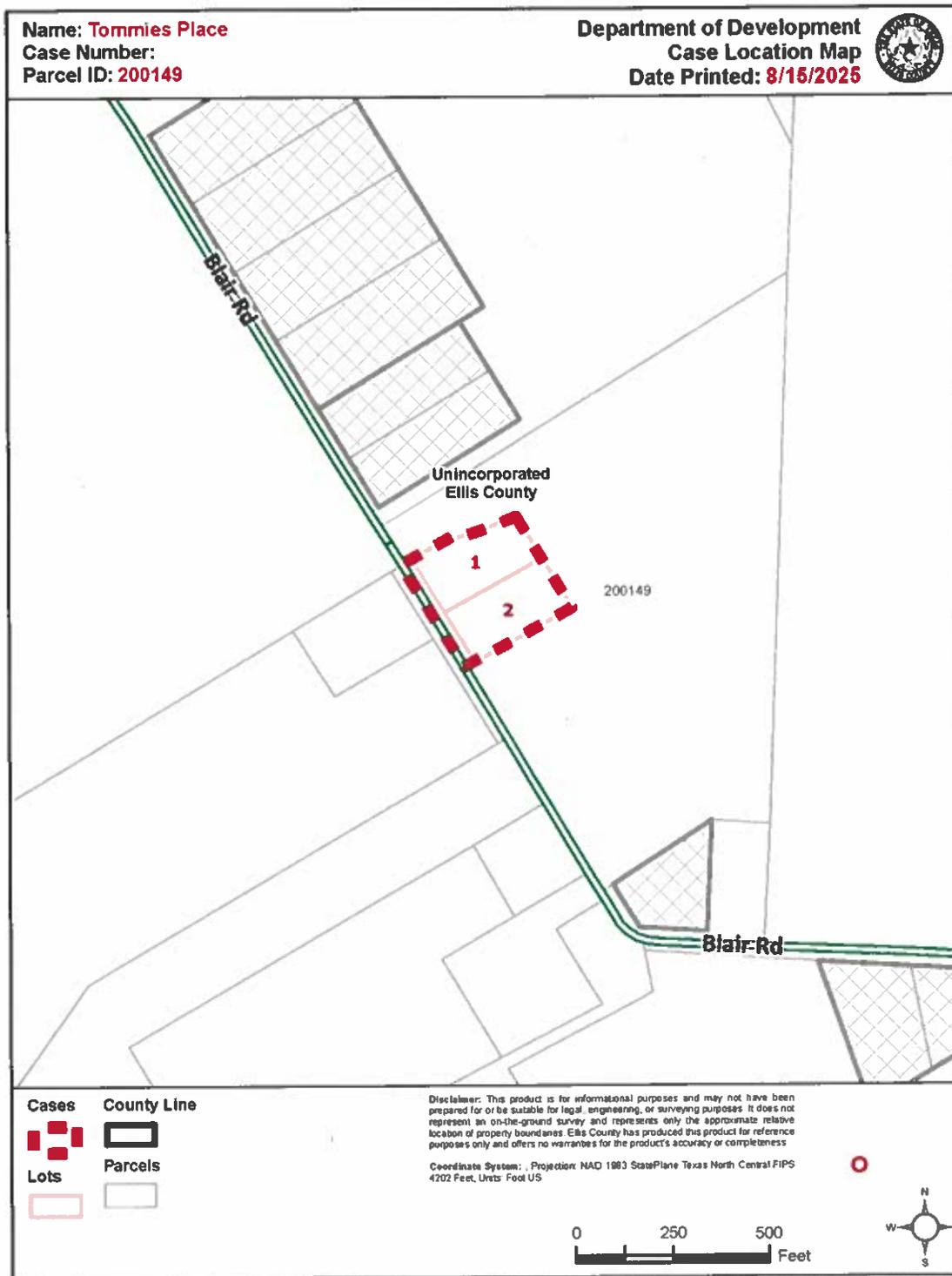
PROVIDER	Line Size	Date of Confirmation
Nash-Forreston	2-inch	07/09/2025

**NOTICE REQUIREMENTS (if applicable):**

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

- ANALYSIS:**  
 Staff reviewed this plat on August 18, 2025, and recommends **approval of this plat, subject to the following eight (8) conditions:**
1. Within the owner's certificate, signature line, and notary statement, please correct the owner's name to identify the same as the enclosed deed.
  2. The deed and title block identifies E.C. School Land Survey Abstract No. 328, whereas the metes and bounds calls for Abstract No. 326. Please address the discrepancy.
  3. Add the block designation to Lot 1 within the plat drawing.
  4. Please correct the plat drawing to identify Blair Road rather than US Highway 77.
  5. A minute portion of Axl Blair Rd Estates Lot 2, Block A, is within the depicted area of the plat drawing. Please update the plat drawing accordingly.
  6. Correct the front build line to be twenty-five (25) feet.
  7. Within the plat drawing, identify the shaded area with the FEMA Map Panel Number and effective date.
  8. Please identify a title for the OSSF Statement.

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







DEPARTMENT OF DEVELOPMENT  
Ellis County  
302 N Monroe St 2<sup>nd</sup> Floor  
Waxahachie, TX 75165

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

August 18, 2025

David G. Blair  
520 Blair Rd  
Waxahachie, TX 75165

**Re: Plat Application Submission Action for Tommie's Place, Lots 1 & 2, Block A (Parcel No. 200149)**

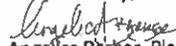
The Department of Development (DoD) received your plat application for Tommie's Place, Lots 1 & 2, Block A on August 4th, 2025, for two (2) proposed lots consisting of ± 2.227 acres. After staff review, the Director of Planning & Development approves\* this plat application, subject to meeting the following conditions and/or requirements:

**Surveyor comments:**

1. Within the owner's certificate, signature line, and notary statement, please correct the owner's name to identify the same as the enclosed deed.
2. The deed and title block identifies E.C. School Land Survey Abstract No. 328, whereas the metes and bounds calls for Abstract No. 326. Please address the discrepancy.
3. Add the block designation to Lot 1 within the plat drawing.
4. Please correct the plat drawing to identify Blair Road rather than US Highway 77.
5. A minute portion of Axl Blair Rd Estates Lot 2, Block A, is within the depicted area of the plat drawing. Please update the plat drawing accordingly.
6. Correct the front build line to be twenty-five (25) feet.
7. Within the plat drawing, identify the shaded area with the FEMA Map Panel Number and effective date.
8. Please identify a title for the OSSF Statement.

Once the plat drawing has been approved by staff without any outstanding comments or conditions, staff will need five (5) revised sets of the plat on 18"x 24" regular print sheets with original stamps, seals, and signatures before court signature and filing. As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for court action on **September 2nd, 2025**. **As a reminder, all County offices will be closed Monday, September 1<sup>st</sup>, 2025, in observance of Labor Day.** Please contact me should there be any questions, or if I can be of further assistance.

Respectfully,

  
Angelica Barber, Planner

Ellis County Department of Development

Phone: 972-825-5200

Email: [angelica.barber@co.ellis.tx.us](mailto:angelica.barber@co.ellis.tx.us)

cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development

Sara Garcia, Assistant Director of Planning & Development

Crimilda Aguilar-McAdams, Permit & Planning Technician

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

Page 1 of 1

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		September 2, 2025	
<b>REPORTING DEPARTMENT:</b> Department of <i>Development (DoD)</i>			
<b>AGENDA TYPE</b>	<b>Ovilla Business Park, Lot 1, Block A Pct. No. 4 AGENDA ITEM NO. 1.6</b>		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

**CAPTION:**

Discussion, consideration, and action to ratify staff action on a final plat of Ovilla Business Park, Lot 1, Block A. The ± 1.771-acre site is located ± 640 feet south of the intersection of FM 664 (Ovilla Road) and Shiloh Road, in the extraterritorial jurisdiction (ETJ) of the City of Ovilla, Road and Bridge Precinct No. 4.

**CASE TYPE:**

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

**PARCEL ID OR ADDRESS:**

Parcel ID No. 180032

**APPLICANT(s):**

Mary R. Williams & Michael R. Williams, Owners

**ATTACHMENTS:**

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

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

- The applicant wishes to create one (1) lot for future use.
- On June 10<sup>th</sup>, 2025, the Ellis County Commissioners' Court approved a road frontage variance for this property (Minute Order No. 291.25), caused by the expansion of FM 664.

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
FM 664 (Ovilla Road)	Principal Arterial (140 feet)	Existing, TxDOT purchased 0.24 acres of ROW on September 18, 2023.	Yes

**WATER SOURCE:**

PROVIDER	Line Size	Date of Confirmation
Sardis Lone Elm	12-inch	07/10/2025

**NOTICE REQUIREMENTS (if applicable):**

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

**ANALYSIS:**

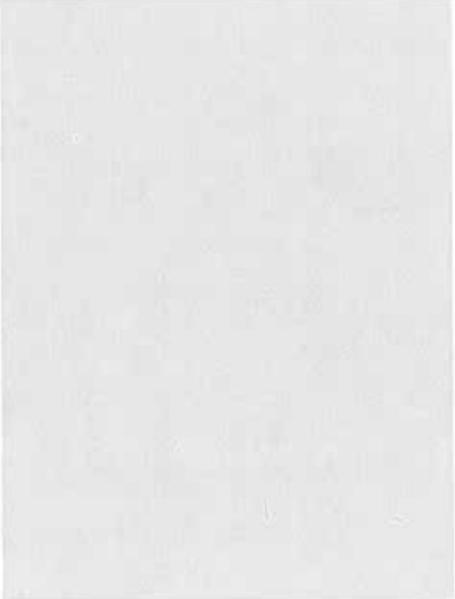
Staff reviewed this plat on August 18, 2025, and recommends **approval of this plat, subject to the following nine (9) conditions:**

**Applicant Comments:**

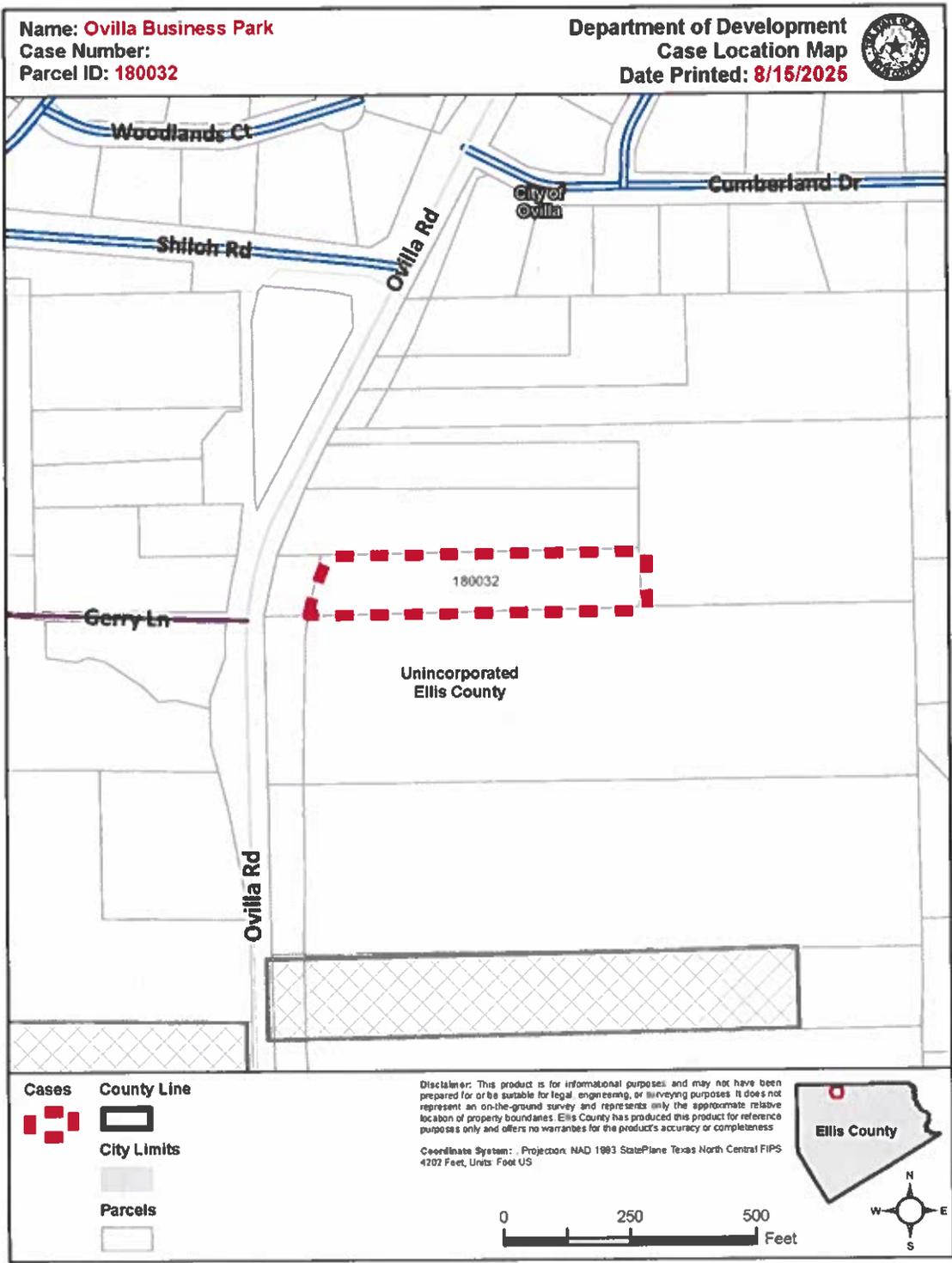
1. Please provide a signed application page to include the joint owner, Michael R. Williams' signature.
2. Provide a signed and notarized Waiver of "Takings Impact Assessment (TIA)" Form by all property owners.

**Surveyor Comments:**

3. Please provide additional documentation regarding property ownership. Volume 2531, Page 1875 is a Deed of Trust.
4. Within the second paragraph of the metes and bounds, update the name of the adjoining owner to the south to match the plat drawing.
5. Update ownership information regarding Jerry Ross Kerr. ECAD indicates changes in 2018.

- 
6. Please identify and label all deed calls, bearings and measurements on the plat drawing.
  7. Please label a title for the OSSF statement within the plat.
  8. Add a general plat note referencing the Road Frontage Variance approved by the Ellis County Commissioners' Court on June 10, 2025 – Minute Order. No. 291.25.
  9. Add a general plat note referencing the right-of-way purchased by the State of Texas.

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







**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**  
 302 N Monroe St 2<sup>nd</sup> Floor  
 Waxahachie, TX 75165

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

August 18, 2025

Mary R Williams & Michael R Williams  
 212 Lakewood Dr  
 Waxahachie, TX 75165

**Re: Plat Application Submission Action for Ovilla Business Park, Lot 1, Block A (Parcel No. 180032)**

The Department of Development (DoD) received your plat application for Ovilla Business Park, Lot 1, Block A on August 4th, 2025, for one (1) proposed lot consisting of ± 1.771 acres. After staff review, the Director of Planning & Development approves\* this plat application, subject to meeting the following conditions and/or requirements:

**Applicant comments:**

1. Please provide a signed application page to include the joint owner, Michael R. Williams' signature.
2. Provide a signed and notarized Waiver of "Takings Impact Assessment (TIA)" Form by all property owners.

**Surveyor comments:**

1. Please provide additional documentation regarding property ownership. Volume 2531, Page 1875 is a Deed of Trust.
2. Add a telephone number to the owner contact on the plat.
3. Within the second paragraph of the metes and bounds, update the name of the adjoining owner to the south to match the plat drawing.
4. Update ownership information regarding Jerry Ross Kerr. ECAD indicates changes in 2018.
5. Please identify and label all deed calls, bearings and measurements on the plat drawing.
6. Please label a title for the OSSF statement within the plat.
7. Add a general plat note referencing the Road Frontage Variance approved by the Ellis County Commissioners' Court on June 10, 2025 – Minute Order. No. 291.25.
8. Add a general plat note referencing the right-of-way purchased by the State of Texas.
9. Please confirm if the 1-story garage as shown in Instrument No. 2327793 is within the proposed front utility and drainage easement and/or the front building line, or if the building is to be removed from the property.

Once the plat drawing has been approved by staff without any outstanding comments or conditions, staff will need five (5) revised sets of the plat on 18"x 24" regular print sheets with original stamps, seals, and signatures before court signature and filing. As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for court action on **September 2nd, 2025**.

**As a reminder, all County offices will be closed Monday, September 1<sup>st</sup>, 2025, in observance of Labor Day.**

Please contact me should there be any questions, or if I can be of further assistance.

Page 1 of 2

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		September 2, 2025	
<b>REPORTING DEPARTMENT:</b> Department of <i>Development (DoD)</i>			
<b>AGENDA TYPE</b> <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>Renaissance Phase 1 Performance Bond Acknowledgment</b> <b>Pct. No. 4</b> <b>AGENDA ITEM NO. 1.7</b>		

**CAPTION:**  
 Discussion, consideration, and action to approve the performance bond submittals for the proposed Renaissance Subdivision, Phase 1. The ± 107.1-acre site is located at the northwest corner of Patrick Road and West Sterrett Road, situated in The C. Goar Survey, Abstract No. 401, and The C. Hurst Survey, Abstract No. 456, Waxahachie, Road and Bridge Precinct No. 4.

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

**PARCEL ID OR ADDRESS:**  
 Parcel ID No. 271638, 184443, 184434, 290304

**APPLICANT(s):**  
 Sterrett Road Partners, LP, SRP SS, LLC, JBI Partners, Inc.

**ATTACHMENTS:**  
 1) Location Map  
 2) Performance Bond  
 3) Draft Order w/Exhibits

**STAFF RECOMMENDATION:**  
 **Approved, as presented**  
 Approved w/ conditions  
*(See Analysis section)*

**PROPOSAL & BACKGROUND INFORMATION:**

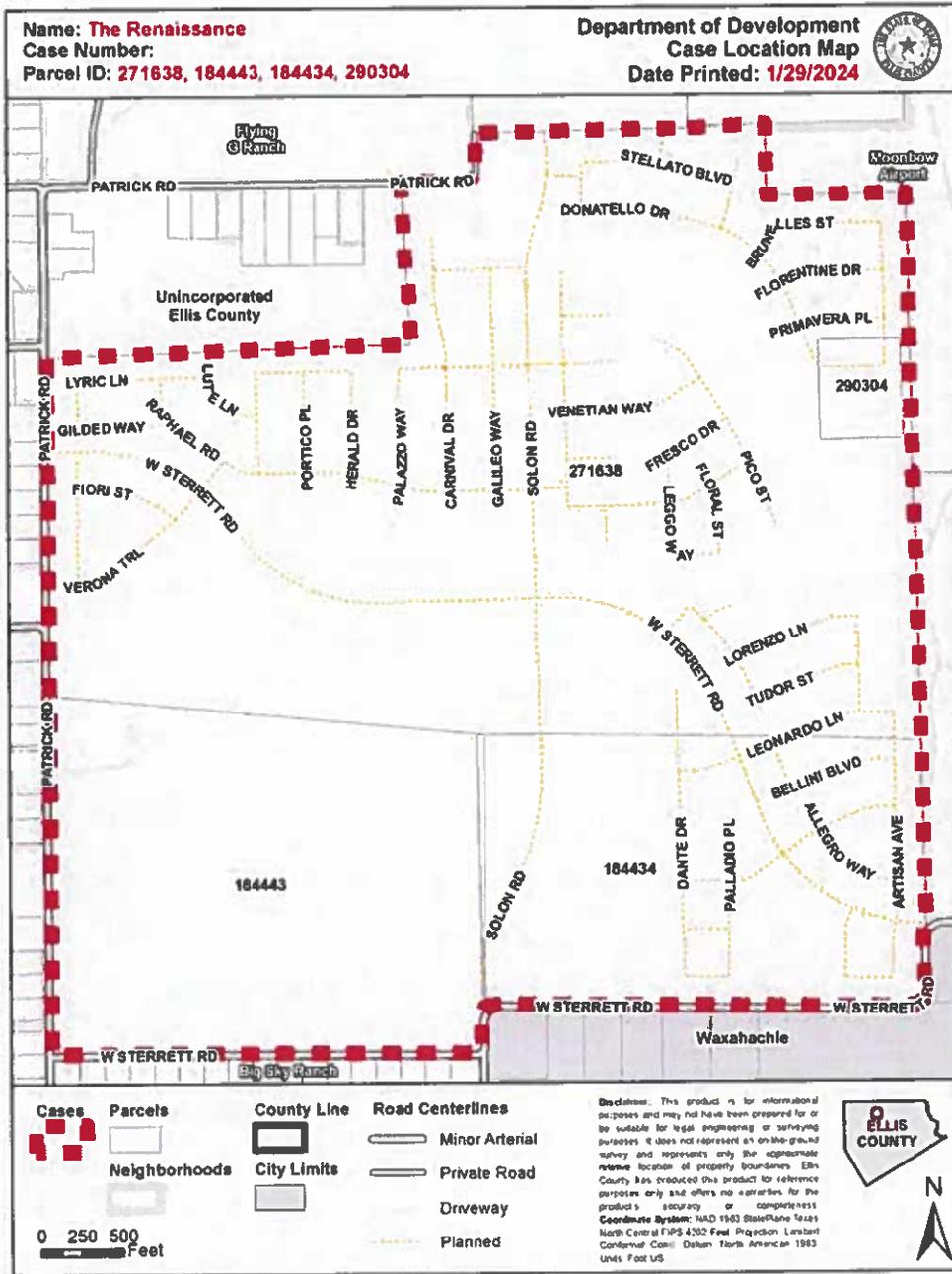
- The applicant requests that the County accept the following documentation satisfying the requirements for a Performance Bond for the construction of Renaissance, Phase 1:
  - Bond No. 9471441**– in the amount of eight million, nine hundred ninety-eight thousand, thirty dollars, & 85/100 (\$8,998,030.85) issued by Colonial American Casualty & Surety Company and Fidelity and Deposit Company of Maryland submitted by Glenn Thurman, Inc. for paving improvements.
  - Bond No. GM248771**– in the amount of eleven million, three hundred fifteen thousand, seven hundred ten dollars, & 00/100 (\$11,315,710.00) issued by Great Midwest Insurance Company submitted by Circle H Contractors, LP, for the construction of the infrastructure for water, sewer & storm drainage.
  - Bond No. 602-209974-6** – in the amount of four million, twenty-six thousand, eight hundred thirty dollars, & 57/100 (\$4,026,830.57) issued by United States Fire Insurance Company submitted by Hammett Excavation Inc., for earthwork.
- The civil plans for Renaissance Phase 1 consisting of 369 lots, was approved by the County’s 3<sup>rd</sup> party engineering consultant on May 23, 2025.
- Once the infrastructure is completed, a final plat identical to the construction plans will be forthcoming for approval.

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

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

**Approve** this request demonstrating that the following performance bonds meet the requirements as outlined in Section VII (A) (2) (Performance Guarantees) of the Subdivision and Development Regulations:

- **Bond No. 9471441**– in the amount of eight million, nine hundred ninety-eight thousand, thirty dollars, & 85/100 (\$8,998,030.85) issued by Colonial American Casualty & Surety Company and Fidelity and Deposit Company of Maryland submitted by Glenn Thurman, Inc. for paving improvements.
- **Bond No. GM248771**– in the amount of eleven million, three hundred fifteen thousand, seven hundred ten dollars, & 00/100 (\$11,315,710.00) issued by Great Midwest Insurance Company submitted by Circle H Contractors, LP, for the construction of the infrastructure for water, sewer & storm drainage.
- **Bond No. 602-209974-6** – in the amount of four million, twenty-six thousand, eight hundred thirty dollars, & 57/100 (\$4,026,830.57) issued by United States Fire Insurance Company submitted by Hammett Excavation Inc., for earthwork.



## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Glenn Thurman, Inc., Principal, and Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland, Surety herein, a corporation duly organized under the laws of the State of Illinois and authorized to issue surety bonds in the State of Texas, are held and firmly bound unto Sterrett Road Municipal Management District ("District" and/or "Obligee") in the sum of Eight Million, Nine Hundred Ninety Eight Thousand, Thirty and 85/100 Dollars (\$ 8,998,030.85) for the payment of which sum we will bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract, hereinafter referred to as the "Contract", with Obligee, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, to construct at **Renaissance, Phase 1** (the "Project"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein:

WHEREAS, **D.R. Horton – Texas, LTD** ("Developer") and District have entered into an agreement whereby, among other provisions, Developer has agreed to administer the payments and assume all payment obligations under the Contract:

WHEREAS, the Developer is the owner of the real property on which the improvements are to be constructed, more particularly described as follows (the "Property"):

107.1 acres out of the Clement Goar Survey, Abstract No. 401, Ellis County, Texas; and

WHEREAS, Developer has agreed to convey the Project to District after completion of the construction of the Project.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully construct the improvements as provided in the Contract in accordance with the plans, specifications, and contract documents and shall fully indemnify and save harmless Obligee and Developer from all costs and damage which Obligee and/or Developer may suffer by reason of Principal's default, including liquidated damages assessed pursuant to the Contract, and reimburse and repay Obligee and/or Developer all outlay and expense which Obligee and/or Developer may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

Whenever Principal shall be, and declared by Obligee or Developer to be, in default under the Contract, Obligee and/or Developer, having performed Obligee's obligations thereunder, may call upon the Surety who shall promptly remedy the default and:

1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions, and, upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amounts set forth in the first paragraph hereof

plus all change orders approved pursuant to the Contract. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by Oblige to Principal under the Contract and any amendments thereto, less the amount properly paid by Oblige to Principal.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Contract or to the work to be performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

Surety expressly agrees to be bound to, and shall have the right to participate in, any mandatory dispute resolution procedures required in the Contract therein incorporated with regard to any claim asserted against this Bond.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code and Chapter 53 of the Texas Property Code, as amended, and any other applicable statutes of the State of Texas. If any legal action be filed upon this Bond, exclusive venue shall lie in Dallas County, State of Texas.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal: Glenn Thurman, Inc.

By:  \_\_\_\_\_  
Its: Vice President

Colonial American Casualty and Surety Company  
Surety: and Fidelity and Deposit Company of Maryland

By:  \_\_\_\_\_  
Its: Attorney-in-Fact Robbi Morales

APPROVED:

Obligee: Sterrett Road Municipal Management  
District

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[Attach Power of Attorney for Surety's Attorney-in-Fact.]

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Circle H Contractors, LP, Principal, and Great Midwest Insurance Company, Surety herein, a corporation duly organized under the laws of the State of Texas and authorized to issue surety bonds in the State of Texas, are held and firmly bound unto **Sterrett Road Municipal Management District** ("District" and/or "Obligee") in the sum of <sup>eleven million three hundred fifteen thousand seven hundred ten</sup> NO/100 (\$ 11,315,710.00 ) for the payment of which sum we will bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract, hereinafter referred to as the "Contract", with Obligee, dated the 20th day of June, 2025, to construct at **Renaissance, Phase 1** (the "Project"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

WHEREAS, **D.R. Horton – Texas, LTD** ("Developer") and District have entered into an agreement whereby, among other provisions, Developer has agreed to administer the payments and assume all payment obligations under the Contract:

WHEREAS, the Developer is the owner of the real property on which the improvements are to be constructed, more particularly described as follows (the "Property"):

107.1 acres out of the Clement Goar Survey, Abstract No. 401, Ellis County, Texas; and

WHEREAS, Developer has agreed to convey the Project to District after completion of the construction of the Project.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully construct the improvements as provided in the Contract in accordance with the plans, specifications, and contract documents and shall fully indemnify and save harmless Obligee and Developer from all costs and damage which Obligee and/or Developer may suffer by reason of Principal's default, including liquidated damages assessed pursuant to the Contract, and reimburse and repay Obligee and/or Developer all outlay and expense which Obligee and/or Developer may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

Whenever Principal shall be, and declared by Obligee or Developer to be, in default under the Contract, Obligee and/or Developer, having performed Obligee's obligations thereunder, may call upon the Surety who shall promptly remedy the default and:

1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions, and, upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amounts set forth in the first paragraph hereof

plus all change orders approved pursuant to the Contract. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by Oblige to Principal under the Contract and any amendments thereto, less the amount properly paid by Oblige to Principal.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Contract or to the work to be performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

Surety expressly agrees to be bound to, and shall have the right to participate in, any mandatory dispute resolution procedures required in the Contract therein incorporated with regard to any claim asserted against this Bond.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code and Chapter 53 of the Texas Property Code, as amended, and any other applicable statutes of the State of Texas. If any legal action be filed upon this Bond, exclusive venue shall lie in \_\_\_ County, State of Texas.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this 20th day of June, 2025

Principal: Circle H Contractors, LP

By: [Signature]  
Its: President  
GP for Circle H Contractors, LP

Surety: Great Midwest Insurance Company

By: [Signature]  
Its: Attorney-in-Fact Sheri R Allen

APPROVED:

Oblige: Sterrett Road Municipal Management District

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[Attach Power of Attorney for Surety's Attorney-in-Fact.]

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Hammitt Excavation Inc., Principal, and United States Fire Insurance Company, Surety herein, a corporation duly organized under the laws of the State of Delaware and authorized to issue surety bonds in the State of Texas, are held and firmly bound unto Sterrett Road Municipal Management District ("District" and/or "Obligee") in the sum of Four Million Twenty Six Thousand Eight Hundred Fifty 57/100 (\$ 4,026,830.57) for the payment of which sum we will bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract, hereinafter referred to as the "Contract", with Obligee, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ to construct at Renaissance, Phase 1 (the "Project"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

WHEREAS, D.R. Horton – Texas, LTD ("Developer") and District have entered into an agreement whereby, among other provisions, Developer has agreed to administer the payments and assume all payment obligations under the Contract;

WHEREAS, the Developer is the owner of the real property on which the improvements are to be constructed, more particularly described as follows (the "Property"):

107.1 acres out of the Clement Goar Survey, Abstract No. 401, Ellis County, Texas ; and

WHEREAS, Developer has agreed to convey the Project to District after completion of the construction of the Project.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully construct the improvements as provided in the Contract in accordance with the plans, specifications, and contract documents and shall fully indemnify and save harmless Obligee and Developer from all costs and damage which Obligee and/or Developer may suffer by reason of Principal's default, including liquidated damages assessed pursuant to the Contract, and reimburse and repay Obligee and/or Developer all outlay and expense which Obligee and/or Developer may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

Whenever Principal shall be, and declared by Obligee or Developer to be, in default under the Contract, Obligee and/or Developer, having performed Obligee's obligations thereunder, may call upon the Surety who shall promptly remedy the default and:

1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions, and, upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amounts set forth in the first paragraph hereof

plus all change orders approved pursuant to the Contract. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by Obligeo to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligeo to Principal.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Contract or to the work to be performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

Surety expressly agrees to be bound to, and shall have the right to participate in, any mandatory dispute resolution procedures required in the Contract therein incorporated with regard to any claim asserted against this Bond.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code and Chapter 53 of the Texas Property Code, as amended, and any other applicable statutes of the State of Texas. If any legal action be filed upon this Bond, exclusive venue shall lie in Cole County, State of Texas.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Principal:

By: Hammett Excavation Inc.  
Its: Gaylon Hammett President

Surety: United States Fire Insurance Company

By: Neira Hernandez  
Its: Attorney-in-Fact Neira Hernandez

APPROVED:

Obligee: **Sterrett Road Municipal Management District**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[Attach Power of Attorney for Surety's Attorney-in-Fact.]

**COMMISSIONERS COURT OF ELLIS COUNTY**  
**ORDER NO. \_\_\_\_\_**

On this 2<sup>nd</sup> day of September 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, APPROVING THE PERFORMANCE BOND SUBMITTAL FOR THE CONSTRUCTION OF THE PROPOSED RENAISSANCE, PHASE 1 SUBDIVISION (PARCEL ID NO. 271638, 184443, 184434, 190304), AS SHOWN IN EXHIBIT B. THE ± 107.1-ACRE SITE LOCATED AT THE NORTHWEST CORNER OF PATRICK ROAD AND WEST STERRETT ROAD, SITUATED IN THE C. GOAR SURVEY, ABSTRACT NO. 401 AND THE C. HURST SURVEY, ABSTRACT NO. 456, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 4, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

**SECTION 1. ACCEPTANCE OF BOND SUBMITTAL DOCUMENTATION**

The Commissioners' Court finds that the proposed bond documentation satisfies the criteria outlined in Section VII of the adopted Development Regulations and hereby accepts the following performance bonds for the Renaissance Phase 1 Subdivision:

- **Bond No. 9471441**– in the amount of eight million, nine hundred ninety-eight thousand, thirty dollars, & 85/100 (\$8,998,030.85) issued by Colonial American Casualty & Surety Company and Fidelity and Deposit Company of Maryland submitted by Glenn Thurman, Inc. for paving improvements.
- **Bond No. GM248771**– in the amount of eleven million, three hundred fifteen thousand, seven hundred ten dollars, & 00/100 (\$11,315,710.00) issued by Great Midwest Insurance Company submitted by Circle H Contractors, LP, for the construction of the infrastructure for water, sewer & storm drainage.
- **Bond No. 602-209974-6** – in the amount of four million, twenty-six thousand, eight hundred thirty dollars, & 57/100 (\$4,026,830.57) issued by United States Fire Insurance Company submitted by Hammett Excavation Inc., for earthwork.

**SECTION 2. CONFLICTS.**

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

**SECTION 3. SEVERABILITY CLAUSE**

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

**SECTION 4. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, ON THIS DAY THE 2<sup>nd</sup> DAY OF SEPTEMBER 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

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Glenn Thurman, Inc., Principal, and Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland, Surety herein, a corporation duly organized under the laws of the State of Illinois and authorized to issue surety bonds in the State of Texas, are held and firmly bound unto Sterrett Road Municipal Management District ("District" and/or "Obligee") in the sum of Eight Million, Nine Hundred Ninety Eight Thousand, Thirty and 85/100 Dollars (\$ 8,998,030.85) for the payment of which sum we will bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract, hereinafter referred to as the "Contract", with Obligee, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, to construct at **Renaissance, Phase 1** (the "Project"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein:

WHEREAS, **D.R. Horton – Texas, LTD** ("Developer") and District have entered into an agreement whereby, among other provisions, Developer has agreed to administer the payments and assume all payment obligations under the Contract:

WHEREAS, the Developer is the owner of the real property on which the improvements are to be constructed, more particularly described as follows (the "Property"):

107.1 acres out of the Clement Goar Survey, Abstract No. 401, Ellis County, Texas; and

WHEREAS, Developer has agreed to convey the Project to District after completion of the construction of the Project.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully construct the improvements as provided in the Contract in accordance with the plans, specifications, and contract documents and shall fully indemnify and save harmless Obligee and Developer from all costs and damage which Obligee and/or Developer may suffer by reason of Principal's default, including liquidated damages assessed pursuant to the Contract, and reimburse and repay Obligee and/or Developer all outlay and expense which Obligee and/or Developer may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

Whenever Principal shall be, and declared by Obligee or Developer to be, in default under the Contract, Obligee and/or Developer, having performed Obligee's obligations thereunder, may call upon the Surety who shall promptly remedy the default and:

1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions, and, upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amounts set forth in the first paragraph hereof

plus all change orders approved pursuant to the Contract. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by Oblige to Principal under the Contract and any amendments thereto, less the amount properly paid by Oblige to Principal.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Contract or to the work to be performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

Surety expressly agrees to be bound to, and shall have the right to participate in, any mandatory dispute resolution procedures required in the Contract therein incorporated with regard to any claim asserted against this Bond.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code and Chapter 53 of the Texas Property Code, as amended, and any other applicable statutes of the State of Texas. If any legal action be filed upon this Bond, exclusive venue shall lie in Dallas County, State of Texas.

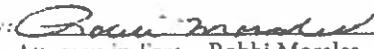
IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal: Glenn Thurman, Inc.

By:   
Its: Vice President

Colonial American Casualty and Surety Company  
Surety: and Fidelity and Deposit Company of Maryland

By:   
Its: Attorney-in-Fact Robbi Morales

APPROVED:

Obligee: Sterrett Road Municipal Management District

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[Attach Power of Attorney for Surety's Attorney-in-Fact.]

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Circle H Contractors, LP, Principal, and Great Midwest Insurance Company, Surety herein, a corporation duly organized under the laws of the State of Texas and authorized to issue surety bonds in the State of Texas, are held and firmly bound unto Sterrett Road Municipal Management District ("District" and/or "Obligee") in the sum of <sup>Eleven million three hundred fifteen</sup> NO/100 (\$11,315,710.00) for the payment of which sum we will bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract, hereinafter referred to as the "Contract", with Obligee, dated the 20th day of June, 2025, to construct at Renaissance, Phase 1 (the "Project"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

WHEREAS, D.R. Horton - Texas, LTD ("Developer") and District have entered into an agreement whereby, among other provisions, Developer has agreed to administer the payments and assume all payment obligations under the Contract;

WHEREAS, the Developer is the owner of the real property on which the improvements are to be constructed, more particularly described as follows (the "Property"):

107.1 acres out of the Clement Goar Survey, Abstract No. 401, Ellis County, Texas; and

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NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully construct the improvements as provided in the Contract in accordance with the plans, specifications, and contract documents and shall fully indemnify and save harmless Obligee and Developer from all costs and damage which Obligee and/or Developer may suffer by reason of Principal's default, including liquidated damages assessed pursuant to the Contract, and reimburse and repay Obligee and/or Developer all outlay and expense which Obligee and/or Developer may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

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1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions, and, upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amounts set forth in the first paragraph hereof

plus all change orders approved pursuant to the Contract. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by Obligor to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligor to Principal.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Contract or to the work to be performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

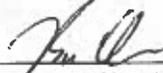
Surety expressly agrees to be bound to, and shall have the right to participate in, any mandatory dispute resolution procedures required in the Contract therein incorporated with regard to any claim asserted against this Bond.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code and Chapter 53 of the Texas Property Code, as amended, and any other applicable statutes of the State of Texas. If any legal action be filed upon this Bond, exclusive venue shall lie in \_\_\_ County, State of Texas.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this 20th day of June, 2025

Principal: Circle H Contractors, LP

By:   
Its: President of Circle H Contractors, LP

Surety: Great Midwest Insurance Company

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

APPROVED:

Obligee: Sterrett Road Municipal Management District

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[Attach Power of Attorney for Surety's Attorney-in-Fact ]

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Hammett Excavation Inc., Principal, and United States Fire Insurance Company, Surety herein, a corporation duly organized under the laws of the State of Delaware and authorized to issue surety bonds in the State of Texas, are held and firmly bound unto Sterrett Road Municipal Management District ("District" and/or "Obligee") in the sum of Four Million Twenty Six thousand Eight Hundred Fifty 57/100 (\$ 4,026,830.57) for the payment of which sum we will bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract, hereinafter referred to as the "Contract", with Obligee, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, to construct at **Renaissance, Phase 1** (the "Project"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

WHEREAS, **D.R. Horton - Texas, LTD** ("Developer") and District have entered into an agreement whereby, among other provisions, Developer has agreed to administer the payments and assume all payment obligations under the Contract;

WHEREAS, the Developer is the owner of the real property on which the improvements are to be constructed, more particularly described as follows (the "Property"):

107.1 acres out of the Clement Goar Survey, Abstract No. 401, Ellis County, Texas; and

WHEREAS, Developer has agreed to convey the Project to District after completion of the construction of the Project.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully construct the improvements as provided in the Contract in accordance with the plans, specifications, and contract documents and shall fully indemnify and save harmless Obligee and Developer from all costs and damage which Obligee and/or Developer may suffer by reason of Principal's default, including liquidated damages assessed pursuant to the Contract, and reimburse and repay Obligee and/or Developer all outlay and expense which Obligee and/or Developer may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

Whenever Principal shall be, and declared by Obligee or Developer to be, in default under the Contract, Obligee and/or Developer, having performed Obligee's obligations thereunder, may call upon the Surety who shall promptly remedy the default and:

1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions, and, upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amounts set forth in the first paragraph hereof

plus all change orders approved pursuant to the Contract. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by Oblige to Principal under the Contract and any amendments thereto, less the amount properly paid by Oblige to Principal.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Contract or to the work to be performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

Surety expressly agrees to be bound to, and shall have the right to participate in, any mandatory dispute resolution procedures required in the Contract therein incorporated with regard to any claim asserted against this Bond.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code and Chapter 53 of the Texas Property Code, as amended, and any other applicable statutes of the State of Texas. If any legal action be filed upon this Bond, exclusive venue shall lie in Colan County, State of Texas.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Principal:

By: Hammett Excavation Inc.  
Its: Gaylon Hammett President

Surety: United States Fire Insurance Company

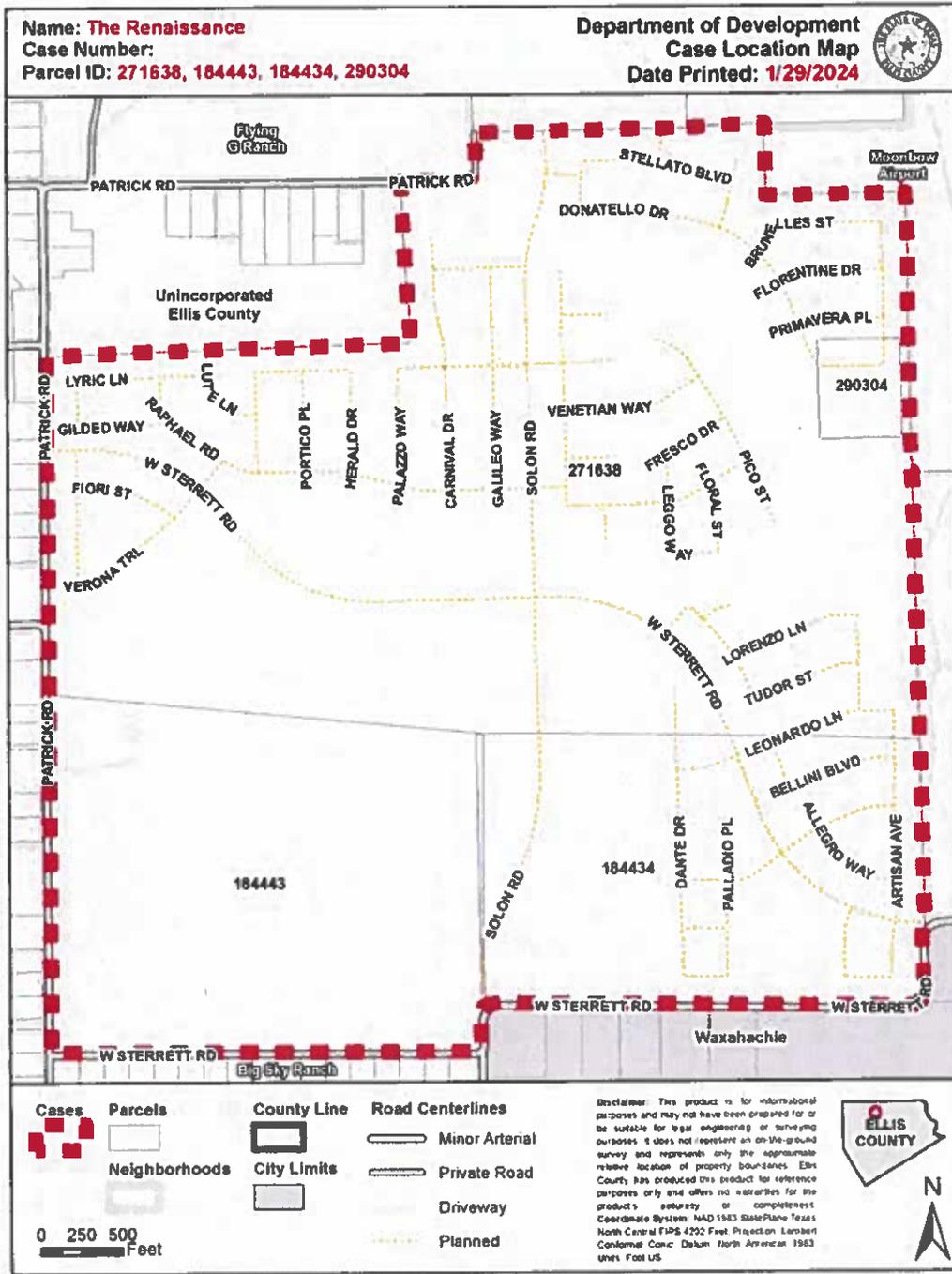
By: Neira Hernandez  
Its: Attorney-in-Fact Neira Hernandez

APPROVED:

Oblige: Sterrett Road Municipal Management District

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[Attach Power of Attorney for Surety's Attorney-in-Fact.]



<b>ELLIS COUNTY COMMISSIONERS' COURT</b>		September 2, 2025	
<b>REPORTING DEPARTMENT:</b> Department of <i>Development (DoD)</i>			
<b>AGENDA TYPE</b>	<b>Winding Creek Estates Supplemental Maintenance Bond Release</b>		
<input type="checkbox"/> Consent Agenda	<b>Pct. No. 4</b> <b>AGENDA ITEM NO. 1.8</b>		
<input checked="" type="checkbox"/> Regular Agenda			
<input type="checkbox"/> Public Hearing			

**CAPTION:**

**Discussion, consideration, and action to release supplemental Maintenance Bond No. #S-344212 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 extraterritorial jurisdiction (ETJ) of the City of Ovilla, Road & Bridge Precinct No. 4.

**CASE TYPE:**

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

**PARCEL ID OR ADDRESS:**

Parcel ID No. 286229

**APPLICANT(s):**

Vernon Jack Development, LLC

**ATTACHMENTS:**

- 1) Location Map
- 2) Plat
- 3) Court Order

**STAFF RECOMMENDATION:**

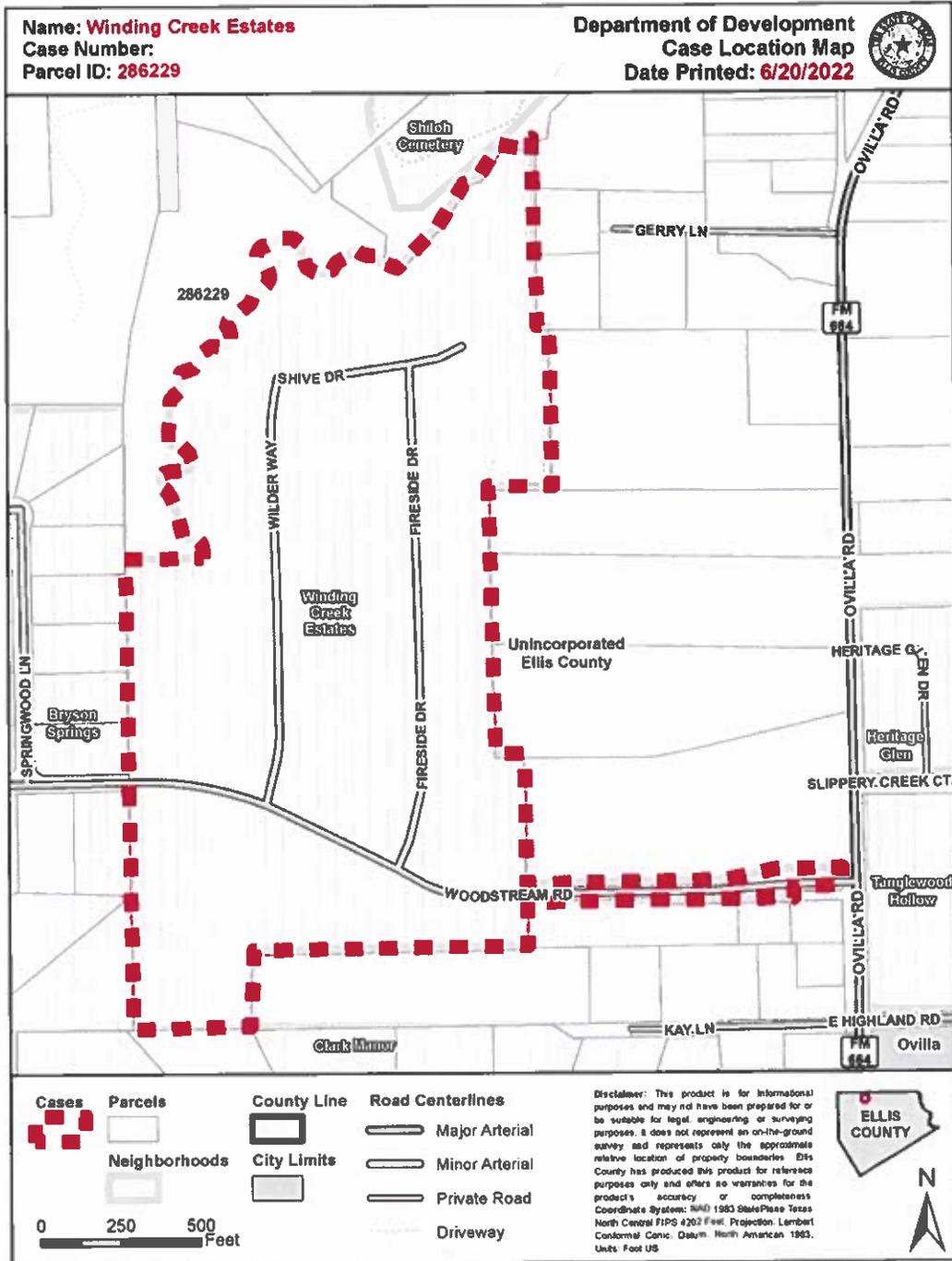
- Approved, as presented**
- Approved w/ conditions  
(See Analysis section)
- Disapprove

**PROPOSAL & BACKGROUND INFORMATION:**

- The Commissioners' Court approved the release of Maintenance Bond No. 332857 for five hundred nine thousand, five hundred & 0/100 dollars (\$509,500.00), issued by NGM Insurance Company on June 10, 2025, and accepted the following replacement maintenance bonds:
  - **Maintenance Bond No. #S-344211**, in the amount of fifty-four thousand and 00/100 (\$54,000.00), issued by NGM Insurance Company, and
  - **Maintenance Bond No.#S-344212**, in the amount of thirty-thousand dollars & 00/100 (\$30,000.00), issued by NGM Insurance Company, Minute Order No. 292.25.
- Staff informed the court on June 10, 2025, of outstanding infrastructure issues still remaining within the subdivision.
- Since last report, the following issues affecting the right-of-way within Winding Creek Estates have been corrected. These issues included:
  - 1) Streetlights were initially installed within the proposed right-of-way. Three structures have since been relocated outside of the right-of-way.
  - 2) A drainage deficiency had been identified along the southern right-of-way for Woodstream Lane, west of the intersection of FM 664. This drainage deficiency has been corrected and inspected by county staff.

The developer requests release of the supplemental maintenance bond for the previously outstanding drainage deficiency:

- Staff recommends that the court proceed in the following manner:  
**Approve release of Maintenance Bond No.#S-344212**, in the amount of thirty-thousand dollars & 00/100 (\$30,000.00), issued by NGM Insurance Company, received for the outstanding drainage deficiency along the southern right-of-way for Woodstream Lane, west of the intersection of FM 664.



-96 634865 32 512634 Author: aick.magnes GIS@co.ellis.tx.us Date Printed: 6/20/2022 G:\GIS\Maps\Templates\Ellis County Layout\111 DOD\DOC Case Location.mxd



**COMMISSIONERS COURT OF ELLIS COUNTY  
ORDER NO. \_\_\_\_\_**

On the 2<sup>nd</sup> day of September 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, RELEASING SUPPLEMENTAL MAINTENANCE BOND NO. #S-344212, IN THE AMOUNT OF THIRTY THOUSAND & NO/100 (\$30,000), ISSUED BY NGM INSURANCE COMPANY. 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 EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF OVILLA, ROAD & BRIDGE PRECINCT NO. 4, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE.**

**WHEREAS**, the Commissioners Court of Ellis County, Texas, adopted the "Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on August 2, 2023, pursuant to Minute Order 398.23, hereinafter referred to as "Development Regulations"; and,

**WHEREAS**, "Volume I –Development Standards," Section VII (C) (7) (i) states, "At the end of the two (2) year period, the owner/developer may request to the County Commissioners' Court for acceptance and maintenance of such infrastructure. The release of any bond shall only be by Order of the Commissioners' Court";

**WHEREAS**, "Volume I –Development Standards," Section VII (C) (7) (ii) states, "To request a release, the owner shall present a written request to release said bond, including a notarized certificate of completion stating that all bills relating to work covered by the construction bond have been paid.";

**WHEREAS**, "Volume I –Development Standards," Section VII (C) (7) (iii) states, "The request shall contain a statement by the developer of compliance with these regulations."

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

**SECTION 1. RELEASE OF SUPPLEMENTAL MAINTENANCE BOND**

The Commissioners' Court finds all roads and drainage constructed within Winding Creek Estates is built in accordance with the approved civil plans and the County's current adopted Development Regulations, satisfying the overall criteria outlined in Section VII (C) (5) (6) of the adopted Development Regulations. The Ellis County

Commissioners' Court finds all drainage deficiencies identified along the southern right-of-way of Woodstream Lane and west of the intersection of FM 664 within the Winding Creek Estates subdivision have been corrected. The Commissioners' Court releases the following maintenance bond:

1. **Maintenance Bond No: #S-344212** – for drainage culverts in the amount of thirty thousand & no/100 (\$30,000), issued by NGM Insurance Company on June 6, 2025.

**SECTION 2. CONFLICTS.**

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

**SECTION 3. SEVERABILITY CLAUSE**

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

**SECTION 4. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, ON THIS DAY, THE 2<sup>ND</sup> DAY OF SEPTEMBER 2025.**

\_\_\_\_\_  
John Wray, County Judge

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

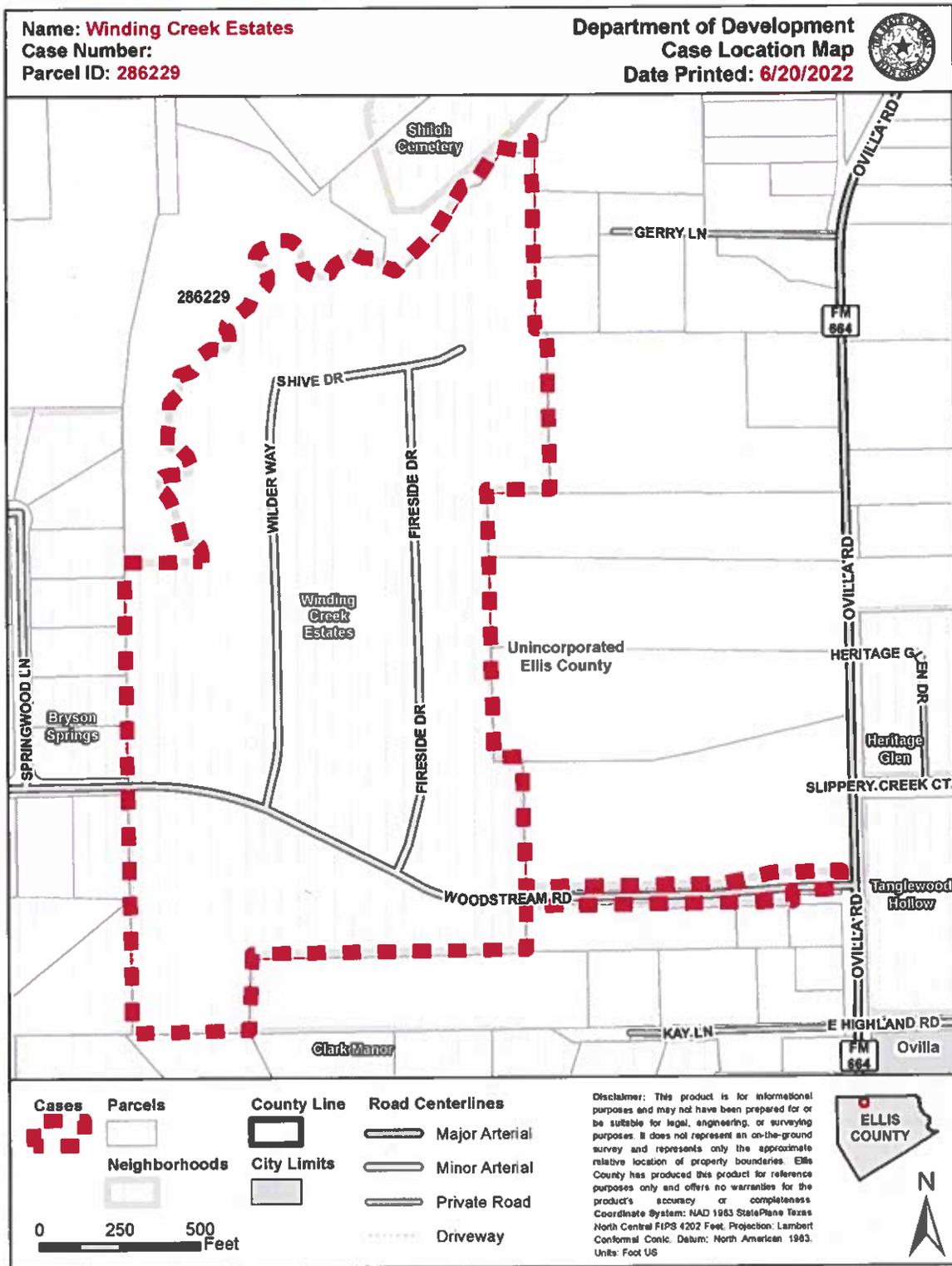
\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Louis Ponder, Precinct No. 3

\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk



MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Vernon Jack Developments, LLC, as Principal(s), and the NGM Insurance Company, a corporation existing under the laws of the State of Texas and duly authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto Ellis County Judge Todd Little, or their Successor(s) in office, in the penal sum of Thirty thousand & no/100(USD) (\$30,000.00), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this 6th day of June, 2025 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above-named Principal(s) did on this 6th day of June, 2025 enter into a contract with Ellis County Judge Todd Little, or their successors in office, for the construction of Drainage Culverts in the subdivision, Winding Creek Estates to the satisfaction of the Ellis County Department of Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Vernon Jack Developments, LLC shall maintain and make good all defects appearing in the work performed by Vernon Jack Developments, LLC due to faulty workmanship or materials which may develop during the period of twelve (12) months from June 6, 2025 the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

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

Bobby Glass  
PRINCIPAL(S)

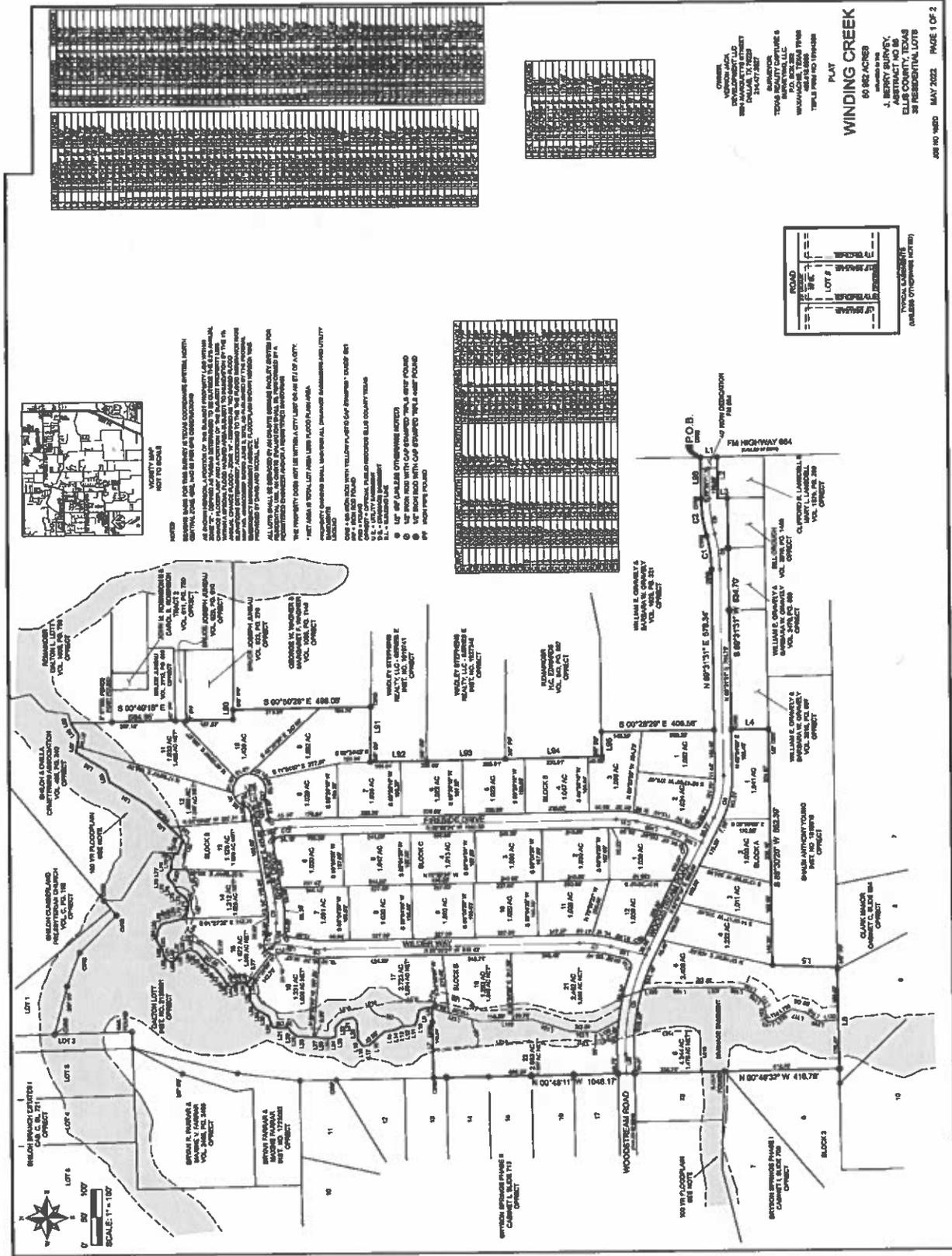
Sheri R Allen  
SURETY

Bobby Glass  
PRINTED NAME

Sheri R Allen  
PRINTED NAME

President/owner  
TITLE

Attorney-in-Fact  
TITLE



**WINDING CREEK**  
 PLAT  
 01 BEACREB  
 1. ABBEY SURVEY, ABSTRACT NO. 86, ELLIS COUNTY, TEXAS  
 28 RESIDENTIAL LOTS

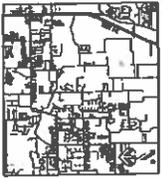
089 NO. 0620 MAY 2022 PAGE 1 OF 2

OWNER:  
 WINDING CREEK DEVELOPMENT, L.P.  
 2800 WINDING CREEK DRIVE  
 DALLAS, TX 75228  
 214.977.2827

REGISTERED SURVEYOR:  
 TOMMY W. JONES & ASSOCIATES, L.L.C.  
 1000 W. WINDING CREEK DRIVE  
 DALLAS, TX 75228  
 214.977.2827



TYPICAL EASEMENT (SEE PAGE 01 OF 02)



NOTES:  
 1. THIS PLAT IS A SUPPLEMENTAL PLAT TO THE ORIGINAL PLAT, ABSTRACT NO. 86, ELLIS COUNTY, TEXAS, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SAID ORIGINAL PLAT.  
 2. THE SURVEY IS BASED ON THE SURVEY OF THE ORIGINAL PLAT, ABSTRACT NO. 86, ELLIS COUNTY, TEXAS, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SAID ORIGINAL PLAT.  
 3. THE SURVEY IS BASED ON THE SURVEY OF THE ORIGINAL PLAT, ABSTRACT NO. 86, ELLIS COUNTY, TEXAS, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SAID ORIGINAL PLAT.  
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 9. THE SURVEY IS BASED ON THE SURVEY OF THE ORIGINAL PLAT, ABSTRACT NO. 86, ELLIS COUNTY, TEXAS, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SAID ORIGINAL PLAT.  
 10. THE SURVEY IS BASED ON THE SURVEY OF THE ORIGINAL PLAT, ABSTRACT NO. 86, ELLIS COUNTY, TEXAS, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SAID ORIGINAL PLAT.

# 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 2<sup>nd</sup> 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 Monday of the week preceding Commissioners Court, unless otherwise specified.** This will give ample time for preparation of the agenda.

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

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

**Please fill out this form completely:**

DATE: August 22, 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: September 2, 2025

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

Discussion, consideration and action on a sole source exemption under Local Government Code Section 262.024 (4) "a personal or professional service", from the bidding requirements of Local Government Code Section 262.023, for the purchase of WestLaw Proflex products provided by Thomson Reuters for the Ellis County Law Library.

# 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 2<sup>nd</sup> 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: August 22, 2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

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: September 2, 2025

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

Discussion, consideration and approval for the purchase of West Proflex products for a term of five years, in a total amount of \$137,720.64, from Thomson Reuters using the approved personal or professional service exemption, for the Ellis County Law Library.



**Order Form**

**Order ID: Q-10283131**

Contact your representative [greg.kelly@thomsonreuters.com](mailto:greg.kelly@thomsonreuters.com) with any questions. Thank you.

**Sold To Account Address**

Account #: 1000282721  
 ELLIS COUNTY  
 LAW LIBRARY  
 109 S JACKSON ST  
 WAXAHACHIE TX 75165-3745 US

**Shipping Address**

Account #: 1000282721  
 ELLIS COUNTY  
 LAW LIBRARY  
 109 S JACKSON ST  
 WAXAHACHIE TX 75165-3745 US

**Billing Address**

Account #: 1000282721  
 ELLIS COUNTY  
 LAW LIBRARY  
 109 S JACKSON ST  
 WAXAHACHIE, TX 75165-3745  
 US

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**For non-federal customers the following shall apply:** Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

**ProFlex Products**  
 See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,077.00	60

**Minimum Terms**

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

**Post Minimum Terms**

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

**Banded Product Subscriptions.** You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

## Miscellaneous

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

**Material Change.** If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Confidentiality of Ordering Document.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

## Product Specific Terms

**Document Intelligence Product Specific Terms:** The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

**Additional Terms for Services with Generative AI Skills:** The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <http://tr.com/genai-terms>.

**CoCounsel Core and CoCounsel Drafting Product Specific Terms:** The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.

**Product Specific Terms and Service Levels:** The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

**The Federal Product Specific Terms can be found here:** <http://tr.com/federal-product-specific-terms>

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

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal

- Westlaw Patron Access
- Westlaw Public Records

**Drafting Tools Product Specific Terms:** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <https://www.thomsonreuters.com/draftingassistant-and-clausefinder-st>.

### Amended Terms and Conditions

#### Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Acknowledgement: Order ID: Q-10283131**

\_\_\_\_\_  
Signature of Authorized Representative for order

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

This Order Form will expire and will not be accepted after 10/31/2025.



**Thomson  
Reuters™**

**Attachment**

**Order ID: Q-10283131**

Contact your representative greg.kelly@thomsonreuters.com with any questions. Thank you.

**Payment, Shipping, and Contact Information**

**Payment Method:**  
Payment Method: Bill to Account  
Account Number: 1000282721  
This order is made pursuant to:

**Order Confirmation Contact (#28)**  
Contact Name: Cloud, Safaa  
Email: safaa.cloud@co.ellis.tx.us

**Shipping Information:**  
Shipping Method: Ground Shipping - U.S. Only

**eBilling Contact**  
Contact Name Safaa Cloud  
Email safaa.cloud@co.ellis.tx.us

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000282721	ELLIS COUNTY	109 S JACKSON ST WAXAHACHIE TX 75165-3745 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
6	Attorneys	43102993	Westlaw Precision Preferred with CoCounsel National Primary Law, Enterprise access, Government
6	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
6	Attorneys	42566958	Gvt - WL4G O'Connor's (WestlawPRO™)

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Safaa	Cloud	safaa.cloud@co.ellis.tx.us	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42510229	Westlaw Edge National Primary Law, Enterprise access, Government
42566959	Gvt - WL4G O'Connor's (WestlawPRO™)
42077754	Westlaw All Analytical, Enterprise access, Government

**Charges During Minimum Term**

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$2,077.00	5.00%	\$2180.85	5.00%	\$2289.89	5.00%	\$2404.38	5.00%	\$2524.60	Monthly

**Charges During Minimum Term**

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

# 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 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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

**Please fill out this form completely:**

DATE: August 25, 2025 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Purchasing Department

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

PREFERRED DATE TO BE PLACED ON AGENDA: September 2, 2025

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

Discussion, consideration, and action to execute contract agreements with Tenex Software Solutions for Precinct Central ePollbook System Sale and License Agreement and Software for 100 ePollbooks using the Texas Association of School Boards BuyBoard Cooperative Contract Number 710-23 in the amount of \$181,090.00.

# 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 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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

**Please fill out this form completely:**

DATE: August 25, 2025 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Purchasing Department

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

PREFERRED DATE TO BE PLACED ON AGENDA: September 2, 2025

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

Discussion, consideration, and action to execute contract agreements with Tenex Software Solutions for Voter Registration License and Maintenance Agreement using the Texas Association of School Boards BuyBoard Cooperative Contract Number 710-23 in the amount of \$205,000.00.

# COMMISSIONERS COURT AGENDA REQUEST

2.5

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

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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.**

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**Please fill out this form completely:**

DATE: August 8, 2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Purchasing Department

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

PREFERRED DATE TO BE PLACED ON AGENDA: September 2, 2025

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

Discussion, consideration and approval for the award of Bid Number RFB-2025-008 Miscellaneous Concrete Work with J.C. Concrete Brothers LLC, Park Construction & Building Maintenance, Southven Construction LLC, Joe Muirhead Concrete Services, Don Smith Concrete LLC, Lookup Construction Services, and J&K Excavation LLC and the authorization for the County Judge to execute the contracts upon final legal review.

Line #	Description	QTY	UOM	J.C. Concrete Bros LLC Total Price Unit	J.C. Concrete Bros LLC Extended	Park Construction and Building Maintenance Total Price Unit	Park Construction and Building Maintenance Extended	Southern Construction llc (LLC) Total Price Unit	Southern Construction llc (LLC) Extended	Joe Multhead Concrete Services Total Price Unit	Joe Multhead Concrete Services Extended	Don Smith Concrete LLC Total Price Unit	Don Smith Concrete LLC Extended	Lookup Construction Services (Russell Broome) Total Price Unit	Lookup Construction Services (Russell Broome) Extended	J&K Excavation LLC Total Price Unit	J&K Excavation LLC Extended
1	State the minimum mobilization/trip charge required for completing the job.	1	EA	\$2,685.00	\$2,685.00	\$475.00	\$475.00	\$600.00	\$600.00	\$350.00	\$350.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
2	A. Small repairs (potholes, curb repair, head walks, flumes or other miscellaneous work and damages that comprise less than 10% of a panel).	1	SQ. FT.	\$685.00	\$685.00	\$35.00	\$35.00	\$17.00	\$17.00	\$17.50	\$17.50	\$50.00	\$50.00	\$10.00	\$10.00	\$20.00	\$20.00
3	State the minimum mobilization/trip charge required for completing the job.	1	EA	\$2,685.00	\$2,685.00	\$475.00	\$475.00	\$600.00	\$600.00	\$350.00	\$350.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
4	Large repairs (cutting out and repairing entire panels) Removal & disposal of damaged concrete	1	SQ. FT.	\$15.00	\$15.00	\$10.35	\$10.35	\$15.00	\$15.00	\$10.00	\$10.00	\$4.75	\$4.75	\$5.00	\$5.00	\$4.00	\$4.00
5	Large repairs (cutting out and repairing entire panels) Removal & disposal of subgrade	1	CY	\$195.00	\$195.00	\$45.00	\$45.00	\$62.50	\$62.50	\$75.00	\$75.00	\$65.00	\$65.00	\$39.00	\$39.00	\$45.00	\$45.00
6	Large repairs (cutting out and repairing entire panels) Replacement of subgrade with 6" of compacted limestone subgrade and 6" of compacted road base (provided by Ellis County as Option).	1	CY	NO BID	NO BID	\$60.00	\$60.00	\$60.00	\$60.00	\$250.00	\$250.00	\$55.00	\$55.00	\$135.00	\$135.00	\$38.50	\$38.50
7	Large repairs (cutting out and repairing entire panels) Option	1	CY	NO BID	NO BID	\$45.00	\$45.00	\$60.00	\$60.00	\$125.00	\$125.00	\$65.00	\$65.00	\$40.00	\$40.00	\$25.00	\$25.00
8	Large repairs (cutting out and repairing entire panels) Placement of new concrete	1	CY	\$225.00	\$225.00	\$125.00	\$125.00	\$1,000.00	\$1,000.00	\$175.00	\$175.00	\$475.00	\$475.00	\$46.00	\$46.00	\$600.00	\$600.00
9	State the minimum mobilization/trip charge required for completing the job.	1	EA	\$2,685.00	\$2,685.00	\$475.00	\$475.00	\$600.00	\$600.00	\$350.00	\$350.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00
10	Driveway repairs: Removal & disposal of damaged concrete	1	SQ. FT.	\$11.00	\$11.00	\$11.25	\$11.25	\$8.00	\$8.00	\$4.00	\$4.00	\$4.75	\$4.75	\$5.00	\$5.00	\$5.00	\$5.00
11	Driveway repairs: Removal & disposal of subgrade	1	CY	\$195.00	\$195.00	\$67.50	\$67.50	\$62.50	\$62.50	\$75.00	\$75.00	\$55.00	\$55.00	\$45.00	\$45.00	\$50.00	\$50.00
12	Driveway repairs: Removal & disposal of culvert	1	Lump Sum	\$480.00	\$480.00	\$750.00	\$750.00	\$650.00	\$650.00	\$1,750.00	\$1,750.00	\$500.00	\$500.00	\$750.00	\$750.00	\$200.00	\$200.00
13	Driveway repairs: Installation of culvert (provided by Ellis County)	1	Lump Sum	\$480.00	\$480.00	\$575.00	\$575.00	\$850.00	\$850.00	\$2,250.00	\$2,250.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$350.00	\$350.00
14	Driveway repairs: Replacement of subgrade with road base provided by Ellis County & compaction of	1	CY	\$325.00	\$325.00	\$60.00	\$60.00	\$60.00	\$60.00	\$50.00	\$50.00	\$55.00	\$55.00	\$35.00	\$35.00	\$20.00	\$20.00
15	Driveway repairs: Placement of new concrete	1	CY	\$225.00	\$225.00	\$650.00	\$650.00	\$1,000.00	\$1,000.00	\$175.00	\$175.00	\$475.00	\$475.00	\$750.00	\$750.00	\$600.00	\$600.00
16	State the minimum mobilization/trip charge required for completing the job.	1	EA	\$2,685.00	\$2,685.00	\$475.00	\$475.00	\$600.00	\$600.00	\$350.00	\$350.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00
17	From time-to-time other services may become necessary as part of a concrete job. These services will be priced on an as needed basis.**	1	EA	**	**	**	**	**	**	**	**	**	**	**	**	**	**

\*\*This line is for projects that will be priced on an as-needed basis. Quotes will need to be obtained from three awarded suppliers. Project is awarded to the lowest quote. Minimum mobilization charge applies.

# COMMISSIONERS COURT AGENDA REQUEST

2.6

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> 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: August 21, 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: September 2, 2025

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

Discussion, consideration and action to amend Lease Contract No. 3432C with American National Leasing (M.O. # 106.24) to change the payee from King George Safety Solutions to Marshal Stuff Incorporated for Ellis County Constable Precinct 1.



**AMERICAN NATIONAL**  
LEASING COMPANY\*

**BOB ELMORE**  
Leasing President

**Lease Addendum**

This addendum is to change the upfitter listed on the lease purchase contract number 3432C for (1) Chevrolet Silverado VIN# 3GCUDAED7RG182473 in the name of Ellis County, Texas dated January 9<sup>th</sup>, 2024. This will remove the existing upfit company listed as King George Safety Solutions to Marshal Stuff Incorporated. The upfit/conversion for this unit in the amount of \$7,030.00 will remain the same.

Judge John Wray

Ellis County, Texas

Bob Elmore

American National Leasing Company

# COMMISSIONERS COURT AGENDA REQUEST

2.7

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> 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: August 21, 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: September 2, 2025

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

Discussion, consideration and action to amend Lease Contract No. 3427C with American National Leasing (M.O. # 107.24) to change the payee from King George Safety Solutions to Marshal Stuff Incorporated for Ellis County Constable Precinct 3.



**AMERICAN NATIONAL**  
LEASING COMPANY\*

**BOB ELMORE**  
Leasing President

### **Lease Addendum**

This addendum is to change the upfitter listed on the lease purchase contract number 3427C for (1) 2023 Ford F-150 Responder VIN# 1FTFW1P86PKD03910 in the name of Ellis County, Texas dated December 26<sup>th</sup>, 2023. This will remove the existing upfit company listed as King George Safety Solutions to Marshal Stuff Incorporated. The upfit/conversion for this unit in the amount of \$11,957.00 will remain the same.

Judge John Wray

Ellis County, Texas



Bob Elmore

American National Leasing Company

# COMMISSIONERS COURT AGENDA REQUEST

2.8

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

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DATE: August 21, 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: September 2, 2025

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

Discussion, consideration and action to approve the vehicle upfit for Ellis County Constable Pct. 3 in an amount of \$31,562 using Marshal Stuff Incorporated.



**QUOTE**

4625 Homestead Way  
 Joshua, TX 76058  
 Phone:817-360-2224

Quote Number: 2232  
 Quote Date: 8-14-2025

Billing Address:		Shipping Address:	
Company:	<b>Ellis County Constable Pct 3</b>	Company:	
Name:	<b>Constable Polk</b>	Name:	
Address:	<b>101 W. Main St.</b>	Address:	
City/State/Zip	<b>Waxahachie, TX 75165</b>	City/State/Zip	

Shipping Method:

Order Information: 2025 Ford F150 Responder Truck

Qty	Part #	Product Description		
1	57-24065	Westin HDX Grill Guard for F150	\$900.00	\$900.00
1	77710581AX	Auxbeam 30" off road light stick	\$120.00	\$120.00
1	WH-C399	Whelen Cencom Core Siren & PA Amplifier	\$865.00	\$865.00
1	WH-CCTL7	21 Push-Buttons, 4-Position Slide Switch, Microphone with Extension Cable	\$289.00	\$289.00
1	WH-C399SP	Whelen ScanPort for 2025 Ford F150	\$115.00	\$115.00
3	WH-CEM16	Whelen WeCanX Core 16 Expansion Module	\$185.00	\$555.00
2	WH-SA315U	Whelen 100 watt Siren /PA Speaker	\$238.00	\$476.00
1	WH-SAK73	Dual SA315 Siren Speaker Mounting Bracket	\$35.00	\$35.00
1	WH-CHOWLER	Whelen WeCanX Low Frequency Howler Siren System	\$650.00	\$650.00
1	WH-CEXAMP	Whelen WeCanX External Amplifier	\$250.00	\$250.00
1	WH-BSFW478	Whelen Inner Edge FST, Tri Color - F150 Red/Blue/White	\$1,400.00	\$1,400.00
8	WH-TLI3JC	Whelen Surface Mount T-ION Trio Red/Blue/White-under Side Door/Running boards	\$145.00	\$1,160.00
8	WH-TIONBKT1	Whelen T-ION L-Bracket	\$15.00	\$120.00
2	U180JC	Whelen U-Series Under Mirror Lights	\$215.00	\$430.00
1	U18047	Whelen U-Series Under Mirror Mounts	\$25.00	\$25.00
1		3D printed F150 Spoiler Mounts	\$120.00	\$120.00
6	WH-TLI3JA	Whelen T-ION Trio Red/Blue/Amber-Rear Cab	\$145.00	\$870.00
6	WH-TLI3JC	Whelen T-ION Trio Red/Blue/White for Grill Guard	\$145.00	\$870.00
2	WH-TLI3JC	Whelen T-ION Trio Red/Blue/White for Rear Bumper	\$145.00	\$290.00
1	ARGES1	Whelen Arges Remote Controlled Spotlight	\$515.00	\$515.00
1	ARGCH1	Whelen Arges Control Head	\$229.00	\$229.00
1	ARG47CD	Whelen Arges Vehicle Mount F150	\$83.00	\$83.00
6	EMPS1QMS4RBW	Soundoff Signal Mpower Facia 3 Trio – under tallgate	\$145.00	\$870.00
3	3SRCCDCR	3" Compartment Light – RW	\$70.00	\$210.00
1	C-VSW-2400-F150-1	Havis Vehicle Specific Wide Console for F150	\$735.00	\$735.00
1	CUP2-1001	Havis Dual Cup Holder	\$56.00	\$56.00
2	C-ARM-102	Havis Arm Rest	\$78.00	\$156.00



# COMMISSIONERS COURT AGENDA REQUEST

2.9

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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: August 21, 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: September 2, 2025

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

Discussion, consideration and action to approve vehicle upfit for the Ellis County Fire Marshall in an amount of \$11,618.92 with Dana Safety Supply using TIPS-USA Contract # 240102.

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-847-8762

Sales Quote No.	584166-A
Customer No.	ELLISFIREM

Bill To
ELLIS COUNTY FIRE MARSHALL 302 N Monroe St Waxahachie, TX 75165

Ship To
(For Pickup) FORT WORTH 800 Railhead Rd Ste 344 Fort Worth, TX 76106

Contact: TIM BIRDWELL  
Telephone: 972-825-5555  
E-mail: tim.birdwell@co.ellis.tx.us

Contact: RYAN GARRETT  
Telephone: 817-676-8463  
E-mail: RGARRETT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/01/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Ryan Garrett	RYAN GARRETT FORT WORTH	TIM BIRDWELL			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO ELLIS COUNTY FIRE MARSHAL - 2025 F-150 2WDr Warehouse: FTWO	0.0000	0.00
1	1	N	INFO FRONT OF VEHICLE Warehouse: FTWO	0.0000	0.00
1	1	Y	36-54085 WES Push Bumper EliteXD (FORD F150 21-22) Warehouse: FTWO	503.1800	503.18
1	1	Y	36-6015SMP4 Westin, Elite Push Bumper Light Channel Warehouse: FTWO	41.9300	41.93
1	1	Y	36-52065WC Westin PB Elite XD Wire Cover Warehouse: FTWO	41.9300	41.93
1	1	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: FTWO MOUNT TO FRONT PUSH BUMPER	187.1300	187.13
1	1	Y	RTL-EMPLR00004 SOI MPOWER HPS 4-MOD LIGHTBAR (WHT) Warehouse: FTWO MOUNT TO FRONT PUSH BUMPER	895.4900	895.49

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Print Time	07:22:27 PM
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Printed By: Ryan Garrett

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-847-8762

Sales Quote No.	584166-A
Customer No.	ELLISFIREM

**Bill To**

ELLIS COUNTY FIRE MARSHALL  
 302 N Monroe St  
 Waxahachie, TX 75165

**Ship To**

(For Pickup)  
 FORT WORTH  
 800 Railhead Rd Ste 344  
 Fort Worth, TX 76106

Contact: TIM BIRDWELL  
 Telephone: 972-825-5555  
 E-mail: tim.birdwell@co.ellis.tx.us

Contact: RYAN GARRETT  
 Telephone: 817-676-8463  
 E-mail: RGARRETT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/01/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Ryan Garrett	RYAN GARRETT FORT WORTH	TIM BIRDWELL			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	EMPS4STS4J SOI, MPWR HD, 4", STM, CLR HSG, RED/BLU Warehouse: FTWO MOUNT IN CROSSBAR USING WESTIN LIGHT CHANNEL	117.6000	470.40
2	2	Y	EMPS2STS4J SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU Warehouse: FTWO MOUNT TO SIDE OF PUSH BUMPER FOR INTERSECTOR LIGHTING	117.6000	235.20
1	1	Y	ENFWB01EVT SOI, NFILB, FRNT, 8MOD, 2021-24 F150, RB/RB Warehouse: FTWO QSF079493 Ford F-150 (2021-24) Split Front (DRV)  D12 D12 D12 D12 D12 D12 D12  (PAS)  R_B R_B R_B R_B R_B R_B R_B R_B	996.8000	996.80
1	1	N	INFO DSC w/ LIN Breakout Box (Included) SIDE OF VEHICLE LIGHTING Warehouse: FTWO	0.0000	0.00
2	2	Y	ESLRL7316J SOI SL RUNNING LIGHT, 72", 6MOD, DUAL COLOR RED/BLU Warehouse: FTWO	358.4000	716.80

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-847-8762

Sales Quote No.	584166-A
Customer No.	ELLISFIREM

Bill To
ELLIS COUNTY FIRE MARSHALL 302 N Monroe St Waxahachie, TX 75165

Ship To
(For Pickup) FORT WORTH 800 Railhead Rd Ste 344 Fort Worth, TX 76106

Contact: TIM BIRDWELL  
Telephone: 972-825-5555  
E-mail: tim.birdwell@co.ellis.tx.us

Contact: RYAN GARRETT  
Telephone: 817-676-8463  
E-mail: RGARRETT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/01/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Ryan Garrett	RYAN GARRETT FORT WORTH	TIM BIRDWELL			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	PSLVBK06 SOI MNT KIT SL Running Light Ford F-150 RB Warehouse: FTWO Mounting Kit for SL Running Light includes: Bracket & Hardware Kit, Ford F-150 2021-2024	36.4000	72.80
1	1	N	INFO REAR OF VEHICLE Warehouse: FTWO	0.0000	0.00
1	1	Y	EMPTC00RW0 SOI, MPWR TRFC CNTRL, 52", 8MOD, RA/RA Warehouse: FTWO 52" 8 Head Rear mpower® Traffic Controller w/ 15' LIN DSC Technology (DRV)  D12  D12  D12  D12  D12  D12  D12  D12  (PAS)  R_A  R_A  R_A  R_A  R_A  R_A  R_A  R_A  R_A  X Housing Color - Black Extrusion Lens Color - All Clear Lenses Accessories - PNFLBSPLT1 Mount Kit - PMPTCM03 (x3) Long 3-Hole	1,011.2600	1,011.26
2	2	Y	EMPS2QMS5RBA SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/AMB Warehouse: FTWO MOUNT BETWEEN TAILGATE AND REAR BUMPER	130.6600	261.32
1	1	N	INFO INTERIOR EQUIPMENT Warehouse: FTWO	0.0000	0.00

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-847-8762

Sales Quote No.	584166-A
Customer No.	ELLISFIREM

Bill To
ELLIS COUNTY FIRE MARSHALL 302 N Monroe St Waxahachie, TX 75165

Ship To
(For Pickup) FORT WORTH 800 Railhead Rd Ste 344 Fort Worth, TX 76106

**Contact: TIM BIRDWELL**  
**Telephone: 972-825-5555**  
**E-mail: tim.birdwell@co.ellis.tx.us**

**Contact: RYAN GARRETT**  
**Telephone: 817-676-8463**  
**E-mail: RGARRETT@DANASAFETYSUPPLY.COM**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/01/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Ryan Garrett	RYAN GARRETT FORT WORTH	TIM BIRDWELL			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	7170-0882-01 GJ, CONSOLE PKG, 2021-23 F150, RMK TAB, 20", WIDE Warehouse: FTWO  KIT INCLUDES 2021+ Ford F-150 Wide Body Console Box (7160-1626) Magnetic Base Cell Phone Holder (7160-0996-00) Internal Cup Holder (7160-0846) Rear Armrest (7160-0429)  WEIGHT: 44.9 lbs / 20.37 kg HEIGHT: 16.5 in / 41.91 cm WIDTH: 14 in / 35.56 cm DEPTH: 28.63 in / 72.72 cm	813.7700	813.77
1	1	Y	20033 GJ SOI 500 SERIES FACEPLATE Warehouse: FTWO	0.0000	0.00
1	1	Y	7160-0321 GJ FULL FACEPLATE FOR XTL2500/5000 Warehouse: FTWO	0.0000	0.00
1	1	Y	18492 GJ face plate 1.5" blank Warehouse: FTWO	0.0000	0.00
1	1	Y	16298 GJ 4.5" X 2" DEEP W/ KNOCKOUT Warehouse: FTWO	42.4200	42.42

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-847-8762

Sales Quote No.	584166-A
Customer No.	ELLISFIREM

Bill To
ELLIS COUNTY FIRE MARSHALL 302 N Monroe St Waxahachie, TX 75165

Ship To
(For Pickup) FORT WORTH 800 Railhead Rd Ste 344 Fort Worth, TX 76106

Contact: TIM BIRDWELL  
Telephone: 972-825-5555  
E-mail: tim.birdwell@co.ellis.tx.us

Contact: RYAN GARRETT  
Telephone: 817-676-8463  
E-mail: RGARRETT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/01/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Ryan Garrett		RYAN GARRETT FORT WORTH	TIM BIRDWELL		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	3130-0155 GJ 3 BLANK FILLER PLATE Warehouse: FTWO	4.5000	4.50
1	1	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: FTWO	35.0000	35.00
1	1	Y	ENGSA5100RSP SOI, 500 SERIES PUSHBTN 100W CNTRL, +VOICE PLBK Warehouse: FTWO	832.5300	832.53
1	1	Y	ENGLMK013 SOI BP LINK KIT, SUPER DUTY, '24 F150, '25 PIU Warehouse: FTWO	350.0000	350.00
1	1	Y	ENGHNK06 SOI 10FT REMOTE NODE HARNESS Warehouse: FTWO	87.7300	87.73
1	1	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: FTWO	178.7300	178.73
1	1	Y	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: FTWO	45.0000	45.00

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-847-8762

Sales Quote No.	584166-A
Customer No.	ELLISFIREM

**Bill To**

ELLIS COUNTY FIRE MARSHALL  
 302 N Monroe St  
 Waxahachie, TX 75165

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(For Pickup)  
 FORT WORTH  
 800 Railhead Rd Ste 344  
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Contact: TIM BIRDWELL  
 Telephone: 972-825-5555  
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Contact: RYAN GARRETT  
 Telephone: 817-676-8463  
 E-mail: RGARRETT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/01/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Ryan Garrett		RYAN GARRETT FORT WORTH	TIM BIRDWELL		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: FTWO	45.0000	45.00
1	1	N	INFO CUSTOMER SUPPLIED EQUIPMENT Warehouse: FTWO THE FIRE MARSHALS WILL BE PROVIDING A RADIO FOR INSTALL IN THE CONSOLE ** MOTOROLA APX 8500 ALL-BAND MP MOBILE RADIO **	0.0000	0.00
1	1	Y	INSTALL KIT 100/150 AMP CIRCUIT BREAKER Warehouse: FTWO	35.0000	35.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: FTWO LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	350.0000	350.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: FTWO ** WE WILL NEED TO REMOVE THE FACTORY CONSOLE **	2,850.0000	2,850.00

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-847-8762

Sales Quote No.	584166-A
Customer No.	ELLISFIREM

**Bill To**

ELLIS COUNTY FIRE MARSHALL  
 302 N Monroe St  
 Waxahachie, TX 75165

**Ship To**

(For Pickup)  
 FORT WORTH  
 800 Railhead Rd Ste 344  
 Fort Worth, TX 76106

Contact: TIM BIRDWELL  
 Telephone: 972-825-5555  
 E-mail: tim.birdwell@co.ellis.tx.us

Contact: RYAN GARRETT  
 Telephone: 817-676-8463  
 E-mail: RGARRETT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/01/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Ryan Garrett		RYAN GARRETT FORT WORTH	TIM BIRDWELL		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days		

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Subtotal	11,103.92
Freight	515.00
<b>Order Total</b>	<b>11,618.92</b>

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# COMMISSIONERS COURT AGENDA REQUEST

2.10

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

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

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

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

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

**Please fill out this form completely:**

DATE: August 12, 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: September 2, 2025

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

Discussion, consideration and action to advertise and solicit Bids for Pest Control.

# COMMISSIONERS COURT AGENDA REQUEST

2.11

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

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

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

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

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

**Please fill out this form completely:**

DATE: August 20, 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: September 2, 2025

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

Discussion, consideration and action to advertise and solicit Bids for Drainage Culverts.

# 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 2<sup>nd</sup> 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 Monday of the week preceding Commissioners Court, unless otherwise specified**. This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: 8/20/25 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: John Wray

PHONE: 972.825.5011 FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: County Judge

ADDRESS: 101 West Main Street in Waxahachie

PREFERRED DATE TO BE PLACED ON AGENDA: 9.2.25

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

Admin Agenda-

Discussion, consideration and action to cancel the scheduled Commissioners Court meeting on September 9th, 2025.

# COMMISSIONERS COURT AGENDA REQUEST

3.2

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 2<sup>nd</sup> 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 Monday of the week preceding Commissioners Court, unless otherwise specified.** This will give ample time for preparation of the agenda.

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

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

**Please fill out this form completely:**

DATE: 08/15/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Caitlin Wilkinson

PHONE: 214-949-2382 FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: BEHAVIORAL HEALTH

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 09-02-2025

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

Discussion, consideration, and action to allow North Texas Behavioral Health Authority to accept grant for Mental Health Deputy from Health and Human Services Commission, requiring county match.

# COMMISSIONERS COURT AGENDA REQUEST

P1

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 2<sup>nd</sup> 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: 8.5.25 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: CHERYL CHAMBERS / REPRESENTATIVES OF LOCAL NONPUBLIC HOSPITALS

PHONE: 972.825.5127 FAX: 972.825.5129

DEPARTMENT OR ASSOCIATION: TREASURER

ADDRESS: 101 W MAIN ST

PREFERRED DATE TO BE PLACED ON AGENDA: September 2<sup>nd</sup>, 2025

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

**Conduct a public hearing to discuss setting the mandatory payment rate for Fiscal Year 26 applicable to Ellis County's local provider participation program. The Ellis County Commissioner's Court will hold the public hearing pursuant to section Chapter 296A.101 of the Texas Health & Safety Code, which authorized the creation of the Ellis County local provider participation program. Public hearing to discuss the amounts of any mandatory payments that the commissioners court intends to require during the year and how the revenue derived from those payments is to be spent.**

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# COMMISSIONERS COURT AGENDA REQUEST

3.3  
2

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

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

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**Please fill out this form completely:**

DATE: 8.5.2025 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: CHERYL CHAMBERS / REPRESENTATIVES OF LOCAL NONPUBLIC HOSPITALS

PHONE: 972.825.5127 FAX: 972.825.5129

DEPARTMENT OR ASSOCIATION: TREASURER

ADDRESS: 101 W MAIN ST

PREFERRED DATE TO BE PLACED ON AGENDA: September 2<sup>nd</sup>, 2025

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

Discussion, consideration, and approval to set mandatory payment rate for Fiscal Year 26 pursuant to Chapter 296A.101 of the Texas Health & Safety Code.

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# COMMISSIONERS COURT AGENDA REQUEST

PA

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 2<sup>nd</sup> 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: July 28, 2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Zachary Gerich

PHONE: 972 935 5111

FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Engineering

ADDRESS: 302 Monroe St., Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: September 2, 2025

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

**PUBLIC HEARING--**

Public hearing regarding the installation of stop signs at the intersection of Angus Road and Hoyt Road (Precinct 3).

# COMMISSIONERS COURT AGENDA REQUEST

3.4

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> 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: July 28, 2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Zachary Gerich

PHONE: 972 935 5111

FAX: \_\_\_\_\_

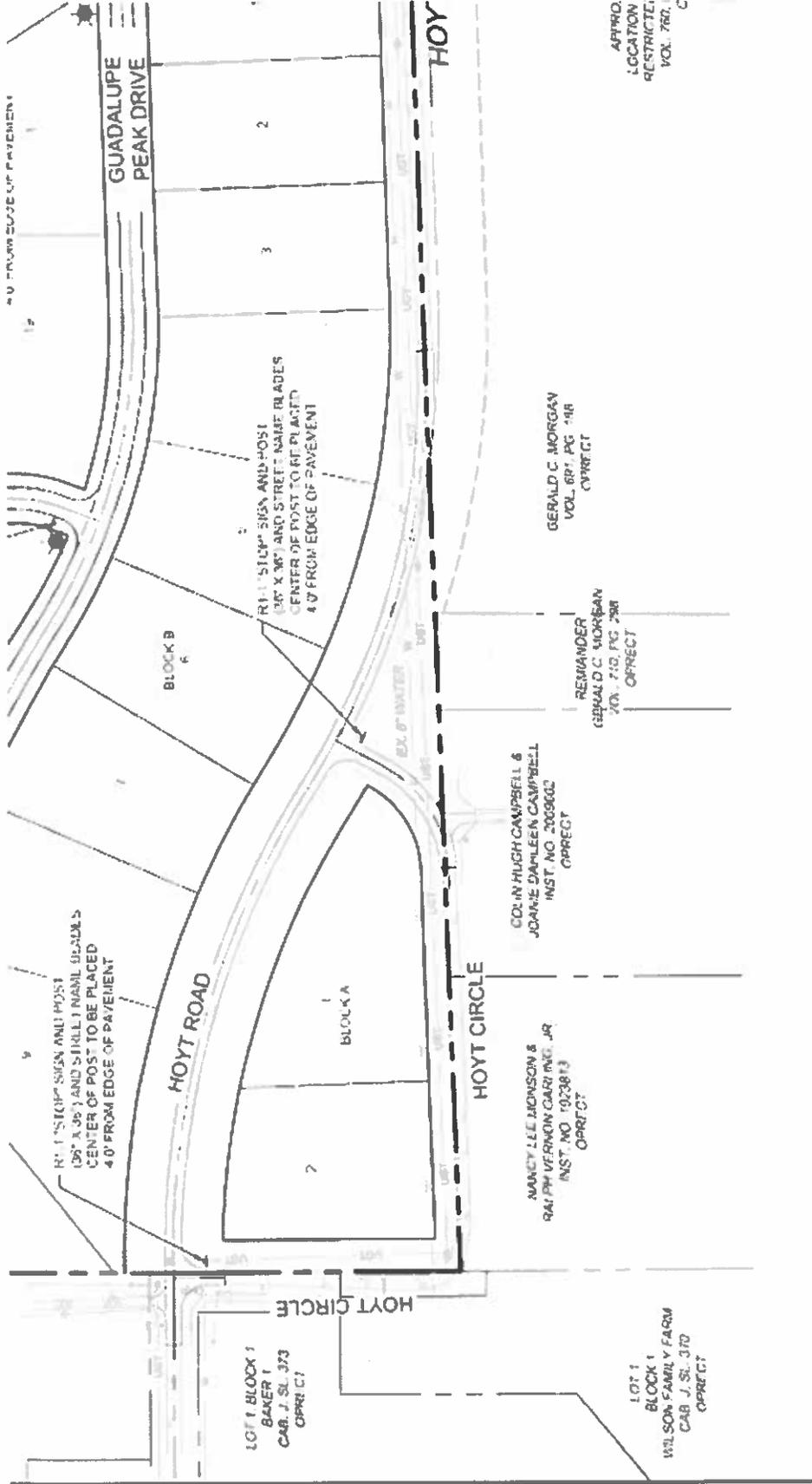
DEPARTMENT OR ASSOCIATION: Engineering

ADDRESS: 302 Monroe St., Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: September 2, 2025

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

Discussion, consideration and action regarding the installation of stop signs at the intersection of Angus Road and Hoyt Road (Precinct 3).



40' FROM EDGE OF PAVEMENT

12" STOP SIGN AND POST  
(36" X 36") AND 5/16" DIA. NAIL HEADS  
CENTER OF POST TO BE PLACED  
4.0' FROM EDGE OF PAVEMENT

LOT 1 BLOCK 1  
BAKER T  
CAB. J. SL. 373  
OPRECT

LOT 1  
BLOCK 1  
WILSON FAMILY FARM  
CAB. J. SL. 370  
OPRECT

NANCY LEE MONSON &  
941 PHILIPSON GARD INC. JR  
INST. NO. 1023813  
OPRECT

COLIN HUGH CAMPBELL &  
JOANNE DANILEEN CAMPBELL  
INST. NO. 2069602  
OPRECT

REMAINDER  
GERALD C. MORGAN  
VOL. 710, PG. 298  
OPRECT

GERALD C. MORGAN  
VOL. 697, PG. 148  
OPRECT

12" STOP SIGN AND POST  
(36" X 36") AND STREET NAME BLADES  
CENTER OF POST TO BE PLACED  
4.0' FROM EDGE OF PAVEMENT

APPRO.  
LOCATION  
RESTRICTED  
VOL. 760, C

# COMMISSIONERS COURT AGENDA REQUEST

3.5

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 2<sup>nd</sup> 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 Monday of the week preceding Commissioners Court, unless otherwise specified.** This will give ample time for preparation of the agenda.

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

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

**Please fill out this form completely:**

DATE: 08/22/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Louis Ponder

PHONE: 214-980-2402

FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Precinct No. 3

ADDRESS: \_\_\_\_\_

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

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

Discussion, consideration, and action on a road improvement agreement between Ellis County and Xe International Investments, LLC through their agent JL Smith, regarding Judys Lane.

ROAD IMPROVEMENT AGREEMENT

STATE OF TEXAS

§

COUNTY OF ELLIS

§

§

ROAD IMPROVEMENT AGREEMENT  
BETWEEN ELLIS COUNTY AND \_\_\_\_\_

WHEREAS, \_\_\_\_\_(hereinafter "Company") has requested to subdivide a tract of land within Ellis County, Texas, currently known as Judys Addition (See Exhibit A attached hereto) (hereinafter "Property"); and

WHEREAS, the Property is located adjacent to Judys Lane, an unpaved County maintained road located in Ellis County Road and Bridge Precinct No. 3; and

WHEREAS, Company's preliminary plat, as currently proposed, does not meet Ellis County's (hereinafter "County") minimum paved public road frontage requirements for subdividing the property; and

WHEREAS, Company and County agree that if Judys Lane were paved, the Company's preliminary plat, as currently proposed, would meet the County's minimum paved public road frontage requirements for subdividing the property; and

WHEREAS, Company has agreed to compensate the County for a portion of the cost of paving Judys Lane; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company agrees to deposit funds in the amount of \$30,000.00 to be designated for use in paving Judys Lane.
2. County agrees that said funds shall be used exclusively for the cost of paving Judys Lane adjacent to the Property.
3. Such funds may be released when the subdivision of the Property is substantially complete.
4. For purposes of this agreement, the subdivision of the Property shall be considered substantially complete upon Company's submission to County of a preliminary plat for the subdivision of the Property.
5. County agrees to provide Company an accounting of the use of said funds at the conclusion of the improvements to Judys Lane.
6. County agrees that, should any of the funds deposited by Company remain unused at the conclusion of the improvements to Judys Lane, County will return such unused funds to Company.

7. Per Minute Order 346.25, approved by the Commissioners Court on July 22, 2025, County agrees that after the acceptance and approval of this agreement and confirmation of funds deposited by Company, Company may proceed with its proposed preliminary plat of the Property.
8. Also as stated in the Minute Order 346.25, approved by the Commissioners Court on July 22, 2025, future actions on the road construction shall be established in this agreement and those being listed below:
  - Upon receipt of the funds, the corresponding precinct shall place Judys Lane on the County's next seasonal schedule for road work/repair.
  - County shall give Company notice of commencement of improvements to Judys Lane no less than 48 hours prior to commencement of said improvements.
  - Company shall be responsible for the relocation of existing utilities, if necessary.
  - Prior to or concurrent with preliminary plat submittal, the Company shall submit a final plat of the right-of-way dedication of Judys Lane to ensure the improvements to Judys Lane occur within dedicated right-of-way. The final plat of the right-of-way dedication shall be filed after approval.
  - Nothing in this agreement shall be construed to except Company from any other applicable county regulations, policies, or procedures.

Agreed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
John Wray, Ellis County Judge

Approved by Ellis County Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Attest:

\_\_\_\_\_  
Ellis County Clerk

Company:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Authorized Agent for: \_\_\_\_\_

THE STATE OF TEXAS

§

§

COUNTY OF ELLIS

§

I do hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 2025  
 personally appeared before me \_\_\_\_\_, being by me first duly  
 sworn, declared that they are the \_\_\_\_\_ of  
 \_\_\_\_\_ and that they have been duly authorized to execute  
 the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_\_ day of  
 \_\_\_\_\_,  
 2025.

\_\_\_\_\_  
 Notary Public, State of Texas

