

A2

# COMMISSIONERS COURT MEETING AGENDA REQUEST

The Commissioners Court meets in regular session at 2:00pm every other Tuesday. Special sessions may be scheduled as needed to conduct County business. Meetings are held in the Commissioner's Courtroom, located on the 2nd floor of the Historic Courthouse at 101 West Main Street - Waxahachie, Texas.

**Agenda requests and all supporting documentation must be submitted by 12:00pm (noon) on the Monday of the week prior to the Commissioners Court meeting, unless otherwise noted.**

This deadline ensures adequate time to prepare the agenda.

**Please fill out this form completely:**

SUBMISSION DATE: 12.26.25

PREFERRED DATE TO BE PLACED ON AGENDA: 01.06.26

NAME: Krystal Valdez PHONE: \_\_\_\_\_

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

DEPARTMENT OR ASSOCIATION: County Clerk

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

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

1. Approval of Commissioner's Court regular meeting minutes from December 22, 2025.

SUPPORTING DOCUMENT(S) ATTACHED? Yes:  No:

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

**\*All agreements, contracts, and other instruments that legally bind the County must be reviewed and approved as to form and content by the County Attorney before they are submitted to the County Judge for placement on the Commissioners Court agenda.**

ELLIS COUNTY COMMISSIONERS COURT  
OFFICIAL MINUTES – DECEMBER 22, 2025

THE ELLIS COUNTY COMMISSIONERS COURT MET ON MONDAY, DECEMBER 22, 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: *COUNTY COMMISSIONER PRECINCT 1 RANDY STINSON*

**RECOGNITIONS**

R.1 RECOGNIZING THE RETIREMENT OF MINNIE KETCHUM AND HER YEARS OF SERVICE TO ELLIS COUNTY.

**CONSENT AGENDA: MINUTE ORDER 489.25**

**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 DECEMBER 9TH, 2025. - *COUNTY CLERK KRYSTAL VALDEZ*
- A.3 APPROVING THE COMMISSIONERS' COURT WORKSHOP MINUTES FROM DECEMBER 12TH, 2025. - *COUNTY CLERK KRYSTAL VALDEZ*
- A.4 APPROVING TO CORRECT MINUTE ORDER #467.25 TO LIST COMMISSIONER LANE GRAYSON AS THE COUNTY JUDGE PRO TEMPORE. - *COUNTY CLERK KRYSTAL VALDEZ*
- A.5 ACCEPTING OF THE CONSTABLE, PRECINCT 2 MONTHLY REPORT FOR NOVEMBER 2025, PURSUANT TO TEXAS LGC §114.044. - *CONSTABLE PRECINCT 2 CASEY BORDERS*
- A.6 ACCEPTING OF THE ENGINEERING DEPARTMENTS MONTHLY FINANCIAL REPORT FOR NOVEMBER 2025, PURSUANT TO TEXAS LGC §114.044. - *COUNTY ENGINEER ZACH GERICH*
- A.7 ACCEPTING OF THE DEPARTMENT OF DEVELOPMENT'S MONTHLY FINANCIAL REPORT FOR NOVEMBER 2025, PURSUANT TO TEXAS LGC §114.044. - *DEPARTMENT OF DEVELOPMENT DIRECTOR ALBERTO MARES*

- A.8 ACCEPTING OF THE TREASURER’S MONTHLY FINANCIAL REPORT FOR NOVEMBER 2025, PURSUANT TO TEXAS LGC §114.044. - *COUNTY TREASURER CHERYL CHAMBERS*
- A.9 ACCEPTING OF THE COUNTY AUDITOR’S MONTHLY FINANCIAL REPORT FOR SEPTEMBER 2025, PURSUANT TO TEXAS LGC §114.025. - *COUNTY AUDITOR STACI PARR*
- A.10 ACCEPTING OF THE COUNTY AUDITOR’S MONTHLY FINANCIAL REPORT FOR OCTOBER 2025, PURSUANT TO TEXAS LGC §114.025. - *COUNTY AUDITOR STACI PARR*
- A.11 APPROVING OF THE TABULATED REPORT OF THE COUNTY’S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM NOVEMBER 20, 2025 – DECEMBER 10, 2025, PURSUANT TO TEXAS LGC §114.024. - *COUNTY AUDITOR STACI PARR*
- A.12 ACCEPTING OF THE APPOINTMENT OF MARK HAMILTON IN PLACE OF NORMAN PREWITT, TERM BEGINNING JANUARY 1<sup>ST</sup>, 2026 - DECEMBER 31<sup>ST</sup>, 2027 TO ESD #9 (PALMER). – *FIRE MARSHAL TIM BIRDWELL*
- A.13 ACCEPTING OF THE ESD BOARD’S REAPPOINTMENTS FOR A 2-YEAR TERM BEGINNING ON JANUARY 1<sup>ST</sup>, 2026 THROUGH DECEMBER 31<sup>ST</sup>, 2027. – *FIRE MARSHAL TIM BIRDWELL*
  - #1. (MAYPEARL) – KHALAF MOHOMMED
  - #2. (MIDLOTHIAN) – TIMOTHY RAVEN, WILLIAM HOLMES JR., AND DORINDA SIMS
  - #3. (ITALY) - CLAY SPARKS AND JOHN ALLEN
  - #4. (RED OAK) – SHAUN MALONE AND ALAN HANES
  - #5. (FERRIS) – STEVE SALMON AND MARK HOPE
  - #6. (WAXAHACHIE) – JASON SMITHEY AND RICHARD BEER
  - #7. (BRISTOL) – RICHARD WOODS, ERIC KEATHLY AND DUSTIN DIXON
  - #8. (AVALON) – ELIZABETH MCEWEN AND TEANER JOHNSON
  - #9. (PALMER) – DAREN WYNN
  - #10. (BARDWELL) – DAVID HOLLYWOOD, JR., SHANTEL COLEMAN AND SHERYL HONZA
  - #11. (ALMA) – CODY TROJACEK, TROY JONES AND ABBY BRADBURY
  - #12. (MILFORD) – ERIC HAAKE, RODNEY GUTHRIE AND DARLA KNIGHT
- A.14 ACCEPTING OF THE ESD BOARD’S REAPPOINTMENTS FOR A 1-YEAR TERM BEGINNING ON JANUARY 1<sup>ST</sup>, 2026 THROUGH DECEMBER 31<sup>ST</sup>, 2026. – *FIRE MARSHAL TIM BIRDWELL*
  - #10. (BARDWELL) – BRENTON VRLA AND CHESTER WILLIAMS
  - #11 (ALMA) – RICHARD CHAMBERLAIN AND JAMES MACH
  - #12 (MILFORD) – LORNA KALOI AND JAMES HEARON
- A.15 APPROVING THE APPOINTMENT OF VERONICA RAYFIELD, FELICIA NEWMAN-MOFFETT AND KEISHA MOLINA TO THE ELLIS COUNTY CHILD WELFARE BOARD FOR A THREE-YEAR TERM THAT WILL BEGIN ON JANUARY 1<sup>ST</sup>, 2026 AND END ON JANUARY 1<sup>ST</sup>, 2029. – *COUNTY JUDGE JOHN WRAY*
- A.16 ACCEPTING THE RESIGNATION OF KYLE MITCHELL FROM THE ELLIS COUNTY CHILD WELFARE BOARD, EFFECTIVE IMMEDIATELY. – *COUNTY JUDGE JOHN WRAY*

**FINANCIAL CONSENT:**

- F.1 ACCEPTING OF THE ESTRAY REVENUE BY SHEIRFF'S OFFICE IN THE AMOUNT OF \$700.00 AS UNANTICIPATED REVENUE:  
INCREASE 001-0010-508700 (ESTRAY) BY \$700.00  
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. – COUNTY AUDITOR STACI PARR

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

## REGULAR AGENDA

### DEPARTMENT OF DEVELOPMENT:

**NO ACTION** (1.1) DISCUSSION, CONSIDERATION, AND ACTION TO RELEASE MAINTENANCE BONDS AND ACCEPT INFRASTRUCTURE FOR BISON MEADOWS. THE PROPERTY CONTAINS ± 111.936 ACRES OF LAND LOCATED AT THE INTERSECTION OF FM 813 AND FM 387, IN THE ETJ OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PCT. NO. 1.

**MINUTE ORDER 490.25** (1.2) APPROVING TO RATIFY STAFF ACTION OF APPROVAL OF THE RESUBMISSION OF THE PRELIMINARY PLAT OF LEGENDARY HILLS ON HAMROCK. THE ± 296-ACRE SITE IS LOCATED NORTHWEST OF THE INTERSECTION OF HAMROCK LANE AND DALE ACRES ROAD, ITALY, ROAD AND BRIDGE PRECINCT NO. 3. SUBJECT TO THE FOLLOWING CONDITIONS:

1. SUBSTITUTE PAGE NUMBERS FOR REFERENCE FOR THE MATCH LINE, RATHER THAN LETTERS. THIS WILL MINIMIZE ANY POTENTIAL CONFUSION WITH BLOCK RANGES.
2. UPDATE DALE ACRES TO DALE ACRES ROAD WITHIN THE METES AND BOUNDS DESCRIPTION ON PAGE 2.
3. REPOSITION THE PLAT DRAWING TO WHERE EACH LOT APPEARS IN ITS ENTIRETY ON A SINGULAR PAGE.
4. UPDATE THE OWNER'S ACKNOWLEDGEMENT STATEMENT, CERTIFICATE, AND WRITTEN PROPERTY DESCRIPTION TO CORRECT THE SPELLING OF NANCY BORNHORST'S NAME.
5. UPDATE THE NOTARY STATEMENT TO CORRECT THE SPELLING OF NANCY BORNHORST'S NAME.
6. THE PREVIOUS SUBMISSION INDICATED PHASE LINES ON THE PLAT DRAWING FOR THE DEVELOPMENT. IS THE SUBDIVISION NO LONGER BEING DEVELOPED IN PHASES?
7. PROPOSED STREET NAMES NEED TO BE REVIEWED AND APPROVED BEFORE THE FINAL PRINTING OF THE PRELIMINARY PLAT, AND BEFORE SUBMITTAL OF THE CIVIL PLANS. CONTACT GIS AT [ADDRESSING@ELLISCOUNTYTX.GOV](mailto:ADDRESSING@ELLISCOUNTYTX.GOV) FOR ASSISTANCE.
8. LABEL THE WIDTH AND LENGTH OF THE SIDE DRAINAGE EASEMENT FOR LOT 19, BLOCK E.
9. LABEL THE WIDTH OF THE REAR EASEMENT FOR LOTS 45 & 46, BLOCK E.
10. REMOVE THE REAR & SIDE TWENTY-FIVE (25) FOOT BUILDING LINE ALONG HAMROCK ROAD AND DALES ACRES ROAD FOR LOTS 1 - 6 & 23, BLOCK C.
11. THE ARROWS IDENTIFYING THE 20-FOOT DRAINAGE & UTILITY EASEMENT LOCATED ON LOT 19, BLOCK C ARE INCONSISTENT WITH ADJACENT LOTS. CONFIRM OR REVISE THE LOCATION OF THE EASEMENT.
12. REMOVE THE REAR TWENTY-FIVE (25) FT BUILDING LINE ALONG HAMROCK ROAD FOR LOTS 1 - 4, BLOCK D.
13. BLOCK E, LOTS 23 - 29, 40, 41 & 50 - 54 ARE MISSING REAR LOT DIMENSIONS. UPDATE THE PLAT DRAWING ACCORDINGLY.

14. UPDATE THE FLOODPLAIN STATEMENT TO INCLUDE BOTH FEMA FIRM PANEL MAP NUMBERS.
15. THE DEED PROVIDED DOES NOT CONTAIN METES AND BOUNDS DESCRIPTIONS FOR TRACTS VI, VII & VIII (PER THE WRITTEN DESCRIPTION). UPDATE THE WRITTEN DESCRIPTION OR PROVIDE A METES AND BOUNDS DESCRIPTION FOR THE TRACTS.
16. REVIEW AND CONFIRM THE ABSTRACTS IDENTIFIED WITHIN THE TITLE BLOCK. THE I. HUDSON SURVEY, ABSTRACT NO. 200, IS NOT DESCRIBED WITHIN THE RECORDED DEED OR WRITTEN PLAT DESCRIPTION.
17. THE WRITTEN DESCRIPTION REGARDING THE PERALES TRACTS DOES NOT MATCH THE PLAT DRAWING. PLEASE REVIEW AND CONFIRM.
18. PLEASE PROVIDE A COPY OF THE FOLLOWING RECORDED DEED: VOL. 561, PG. 531.
19. ORIGINAL SIGNATURES FOR THE PROPERTY OWNERS WILL NEED TO BE RECORDED ON THE ORIGINAL TIA WAIVER FORM. THIS MAY BE SUBMITTED AT THE TIME OF FINAL PLAT APPLICATION SUBMISSION.
20. PREPARE A TRAFFIC STUDY FOR THIS SUBDIVISION.
21. WORK WITH STAFF ON THE POTENTIAL REDESIGN / REALIGNMENT OF STREETS AND LOTS AROUND THE PROPOSED AREA, KNOWN AS THE PHYLLIS STREET, MAKINNON WAY & DALE ACRES INTERSECTION AND AREA.

PUBLIC PARTICIPATION: CARRIE JANEK, ITALY

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

**MINUTE ORDER 491.25** (1.3) TABLING TO JANUARY 6<sup>TH</sup>, A VARIANCE REQUESTS FOR PARCEL ID No. 274632, 183403 – (PROPOSED THE TRAILS AT HIDDEN CREEK DEVELOPMENT) FROM VOLUME III, SECTION IV (D) OF THE STANDARD CONSTRUCTION DETAILS TO WAIVE THE REQUIRED CEMENT STABILIZED FLEX BASE. THE ± 65.892-ACRE SITE IS LOCATED ± 830 FEET SOUTHWEST OF THE INTERSECTION OF BUCHANAN DRIVE AND SOUTH RING ROAD, WAXAHACHIE, ROAD AND BRIDGE PRECINCT No. 4.

PUBLIC PARTICIPATION: WILLIAM LEONHARDT, WAXAHACHIE; SCOTT ROSENBERGER, WAXAHACHIE; MARIE KELLEY, WAXAHACHIE; PATRICK KELLY, WAXAHACHIE

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

## PURCHASING:

**MINUTE ORDER 492.25** (2.1) APPROVING THE AWARD OF BID NUMBER RFB-2025-010 EXTERMINATION PEST CONTROL AND BEE REMOVAL SERVICES AND AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE CONTRACTS WITH THE VENDORS UPON FINAL LEGAL REVIEW AS FOLLOWS:

1. GROUP A TO ABC HOME AND COMMERCIAL SERVICES, BANDIT BUSTERS LLC, CROSS COUNTRY PEST CONTROL, AND ELLIS COUNTY PEST SERVICES FOR TERMITE REMOVAL AND TREATMENT ON AN AS NEEDED BASIS.
2. GROUP B TO ABC HOME AND COMMERCIAL SERVICES AND CROSS COUNTRY PEST CONTROL FOR BEE REMOVAL AND TREATMENT ON AN AS NEEDED BASIS.
3. GROUP C TO ELLIS COUNTY PEST SERVICES FOR ROUTINE QUARTERLY PEST CONTROL.

4. GROUP D TO BANDIT BUSTERS LLC, ELLIS COUNTY PEST SERVICES, CROSS COUNTRY PEST CONTROL, AND ABC HOME AND COMMERCIAL SERVICES FOR EMERGENCY PEST ISSUES ON AN AS NEEDED BASIS.

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

**MINUTE ORDER 493.25** (2.2) APPROVING A PRICE REDETERMINATION FOR CARE STAR BEHAVIORAL HEALTH SERVICES LLC FOR RFP-2024-008 BEHAVIORAL HEALTH ASSESSMENTS FOR THE VETERANS TREATMENT COURT.

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

**MINUTE ORDER 494.25** (2.3) APPROVING TO LEASE A COPIER FOR COUNTY AUDITOR'S OFFICE FROM XEROX USING THE OMNIA PARTNERS COOPERATIVE CONTRACT NUMBER R241205 IN ACCORDANCE WITH THE COOPERATIVE PURCHASING PROGRAM, TEXAS LOCAL GOVERNMENT CODE §271.

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

**ADMINISTRATIVE:**

**NO ACTION** (3.1) INTRODUCING VERONICA RAYFIELD, NEW CASE MANAGER FOR BEHAVIORAL HEALTH. – *BEHAVIORAL HEALTH DIRECTOR CAITLIN WILKINSON*

**NO ACTION** (3.2) PRESENTATION OF THE 2025 SEXUAL ASSAULT RESPONSE TEAM MEMBERS, PROTOCOLS AND BIENNIAL REPORT. – *COUNTY AND DISTRICT ATTORNEY LINDY BEATY*

**MINUTE ORDER 495.25** (3.3) APPROVING TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE RAVE MOBILE SAFETY SUITE, USING HGAC # 17724-HGAC (TX) – RA05-21, IN AN AMOUNT NOT TO EXCEED \$119,000.00 FOR THE FIRST YEAR. RECOMMENDATION MADE BY THE COURTHOUSE SECURITY COMMITTEE WITH THE PURCHASE AMOUNT TO BE FUNDED BY THE COURTHOUSE SECURITY FUNDS. – *COUNTY JUDGE JOHN WRAY*

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

**RECESS TO EXECUTIVE SESSION** **2:57 P.M.**

MOTION TO RECESS BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER PONDER, 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 HEATH DELGADO ACOSTA, LLP, VIA REMOTE CONFERENCE, REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING TCEQ MATTERS, SPECIFICALLY PENDING TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEMS PERMITS (TPDES), AND PENDING PETITIONS FOR THE CREATION OF MUNICIPAL UTILITY DISTRICTS (MUD's).
- 4.2 PURSUANT TO TEXAS GOVERNMENT CODE §551.071 (1), CONSULTATION WITH LEGAL COUNSEL, D. RANDALL MONTGOMERY & ASSOCIATES, PLLC, VIA REMOTE CONFERENCE, REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING SEDGEWICK AND BLACKSHEEP PDR.
- 4.3 PURSUANT TO TEXAS GOVERNMENT CODE §551.071 (1), CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING CURRENT COURTVIEW JUSTICE SOLUTIONS INC. D/B/A EQUIVANT CONTRACT.

## **ADJOURN EXECUTIVE SESSION AND RECONVENE REGULAR SESSION 4:11 P.M.**

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

**MINUTE ORDER 496.25** (3.4) AUTHORIZING D. RANDALL MONTGOMERY & ASSOCIATES, PLLC TO TAKE LEGAL ACTION ON BEHALF OF THE COUNTY AGAINST SEDGEWICK AND BLACKSHEEP PDR, LLC, ALLSAINTS LLC AND/OR DANIEL MCGEE. - *COUNTY JUDGE JOHN WRAY*

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

**MINUTE ORDER 497.25** (3.5) AUTHORIZING THE ELLIS COUNTY & DISTRICT ATTORNEY'S OFFICE TO SEND ON BEHALF OF THE COUNTY, A TERMINATION LETTER TO COURTVIEW JUSTICE SOLUTIONS INC. D/B/A EQUIVANT - *COUNTY JUDGE JOHN WRAY*

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

## **ADJOURN REGULAR SESSION 4:13 P.M.**

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON DECEMBER 22ND, 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 6<sup>TH</sup> DAY OF JANUARY 2026.

\_\_\_\_\_  
KRYSTAL VALDEZ, COUNTY CLERK

A3

# COMMISSIONERS COURT MEETING AGENDA REQUEST

The Commissioners Court meets in regular session at 2:00pm every other Tuesday. Special sessions may be scheduled as needed to conduct County business. Meetings are held in the Commissioner's Courtroom, located on the 2nd floor of the Historic Courthouse at 101 West Main Street - Waxahachie, Texas.

**Agenda requests and all supporting documentation must be submitted by 12:00pm (noon) on the Monday of the week prior to the Commissioners Court meeting, unless otherwise noted.**

This deadline ensures adequate time to prepare the agenda.

**Please fill out this form completely:**

SUBMISSION DATE: 12.18.25

PREFERRED DATE TO BE PLACED ON AGENDA: 1.6.26

NAME: John Wray PHONE: 972.825.5011

ADDRESS: 101 West Main St

DEPARTMENT OR ASSOCIATION: County Judge

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

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

**CONSENT FINANCIAL AGENDA-**

**Approval of yearly contribution to The Heights Ellis County Family Resources in an amount of \$50,000 from the community support line for FY26.**

SUPPORTING DOCUMENT(S) ATTACHED? Yes:  No:

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

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# INVOICE

The Heights - Ellis County Family Resources  
2330 W FM 875  
Midlothian, TX 76065-5915

jay.trull@me.com  
+1 (972) 921-8777  
The Heights Ellis County Family Resources



Bill to  
Ellis County

### Invoice details

Invoice no.: 2084  
Terms: Net 30  
Invoice date: 10/30/2025  
Due date: 11/29/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Operating Public Funding Income</b>	2026 Public Safety Advocacy Services For Domestic Violence Victims	1	\$50,000.00	\$50,000.00

**Total** **\$50,000.00**

### Ways to pay



**Overdue** 11/29/2025

[View and pay](#)

A4

# COMMISSIONERS COURT MEETING AGENDA REQUEST

The Commissioners Court meets in regular session at 2:00pm every other Tuesday. Special sessions may be scheduled as needed to conduct County business. Meetings are held in the Commissioner's Courtroom, located on the 2nd floor of the Historic Courthouse at 101 West Main Street - Waxahachie, Texas.

**Agenda requests and all supporting documentation must be submitted by 12:00pm (noon) on the Monday of the week prior to the Commissioners Court meeting, unless otherwise noted.**

This deadline ensures adequate time to prepare the agenda.

**Please fill out this form completely:**

SUBMISSION DATE: 12/26/25

PREFERRED DATE TO BE PLACED ON AGENDA: 1/6/26

NAME: John Wray PHONE: 972.825.5011

ADDRESS: 101 West Main St. Waxahachie

DEPARTMENT OR ASSOCIATION: County Judge

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

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

**Consent agenda-**

**Approval of the Ellis County Commissioners Court to receive the results of the 2026 Certified Results of the Ellis Appraisal District Board of Directors Election. The two candidates with the largest cumulative vote totals were Tim Cummings and Walter Erwin.**

SUPPORTING DOCUMENT(S) ATTACHED? Yes:  No:

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

**\*All agreements, contracts, and other instruments that legally bind the County must be reviewed and approved as to form and content by the County Attorney before they are submitted to the County Judge for placement on the Commissioners Court agenda.**

STATE OF TEXAS

COUNTY OF ELLIS

**CERTIFICATION  
OF  
ELLIS APPRAISAL DISTRICT  
2026  
BOARD OF DIRECTORS ELECTION**

I, Kathy A. Rodrigue, Chief Appraiser of the Ellis Appraisal District, Ellis County, Waxahachie, Texas do hereby certify the results of the Board of Directors election.

In compliance with Section 6.03(k), the votes for the 2026 election have been counted. The two candidates receiving the largest cumulative votes are **Tim Cummings** and **Walter Erwin** and they are elected to serve on the 2026-2029 Ellis Appraisal District Board of Directors. The following is a true and correct result of the cumulative votes cast in the election:

Tim Cummings	689
Walter Erwin	940
Sherri Lampkin	30
Nathan Potter	300
Total Votes Cast	1,959
Votes Not Cast	41
Total Possible Votes	2,000

GIVEN UNDER MY HAND, on this the 15<sup>th</sup> day of December, 2025.

  
\_\_\_\_\_  
Kathy A. Rodrigue  
Chief Appraiser  
Ellis Appraisal District  
Waxahachie, Texas 75168

A5

# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 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: December 10, 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: December 22, 2025

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

Discussion, Consideration and approval to lease a copier for District Attorney's Office from Xerox using the Omnia Partners Cooperative Contract Number R24/2025 in accordance with the Cooperative Purchasing Program, Chapter 271 of the Texas Government Code.

# Lease Agreement



Customer: COUNTY OF ELLIS

BillTo: COUNTY OF ELLIS  
DISTRICT ATTORNEY  
FL 1  
109 S JACKSON ST  
WAXAHACHIE, TX 75165-3745

Install: COUNTY OF ELLIS  
DISTRICT ATTORNEY  
FL 1  
109 S JACKSON ST  
WAXAHACHIE, TX 75165-3745

State or Local Government Negotiated Contract : 072855400

## Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8255H2 (XEROX C8255H2)	<ul style="list-style-type: none"> <li>- Office Finisher</li> <li>- 2/3 Hole Punch</li> <li>- Convenience Stapler</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: FMV	1/16/2026

## Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Color	Volume Band	Per Print Rate	
1. C8255H2	\$207.03	1: Black and White Impressions	1 - 21,000 21,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
<b>Total</b>	<b>\$207.03</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

## Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: John Wray, County Judge      Phone: (972)825-5458</p> <p>Signature: _____      Date: _____</p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p><b>Cari Morris</b> <b>(903)880-8638</b></p> <p>For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a></p>
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## Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**SOLUTION/SERVICES:**

**4. OVERSIZE PRINTS.** Each print made on the following Equipment; C8255H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or

equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

**5. END USER LICENSE AGREEMENT.** If the Xerox brand Products acquired include B Series (model Bxxx), C Series (model Cxxx) AltaLink, PrimeLink and/or VersaLink Products, the terms and conditions of the End User License Agreement located at <https://www.xerox.com/product-eula> shall apply.

**PRICING PLAN/OFFERING SELECTED:**

**6. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**GENERAL TERMS & CONDITIONS:**

**7. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on [xerox.com](http://xerox.com). You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

Ab

# COMMISSIONERS COURT MEETING AGENDA REQUEST

The Commissioners Court meets in regular session at 2:00pm every other Tuesday. Special sessions may be scheduled as needed to conduct County business. Meetings are held in the Commissioner's Courtroom, located on the 2nd floor of the Historic Courthouse at 101 West Main Street - Waxahachie, Texas.

**Agenda requests and all supporting documentation must be submitted by 12:00pm (noon) on the Monday of the week prior to the Commissioners Court meeting, unless otherwise noted.**

This deadline ensures adequate time to prepare the agenda.

**Please fill out this form completely:**

SUBMISSION DATE: 12/26/25

PREFERRED DATE TO BE PLACED ON AGENDA: 1/6/26

NAME: EJ Harbin PHONE: 972.825.5117

ADDRESS: 302 N Monroe St. Waxahachie

DEPARTMENT OR ASSOCIATION: Purchasing

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

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

**Discussion, consideration, and approval to lease a copier for 40th District Court's office from Xerox using the Omnia Partners Cooperative Contract Number R241205 in accordance with the Cooperative Purchasing Program, Chapter 271 of the Texas Government Code.**

SUPPORTING DOCUMENT(S) ATTACHED? Yes:  No:

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

**\*All agreements, contracts, and other instruments that legally bind the County must be reviewed and approved as to form and content by the County Attorney before they are submitted to the County Judge for placement on the Commissioners Court agenda.**

# Lease Agreement



Customer: COUNTY OF ELLIS

BillTo: COUNTY OF ELLIS  
40TH DISTRICT COURT  
FL 2  
109 S JACKSON ST  
WAXAHACHIE, TX 75165-3745

Install: COUNTY OF ELLIS  
40TH DISTRICT COURT  
FL 2  
109 S JACKSON ST  
WAXAHACHIE, TX 75165-3745

State or Local Government Negotiated Contract : 072855400

## Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8235H2 (XEROX C8235H2)	<ul style="list-style-type: none"> <li>- 1 Line Fax</li> <li>- Office Finisher</li> <li>- 2/3 Hole Punch</li> <li>- Convenience Stapler</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: FMV	1/16/2026

## Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8235H2	\$194.46	1: Black and White Impressions	1 - 5,500 5,501+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
<b>Total</b>	<b>\$194.46</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

## Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: John Wray, County Judge                      Phone: (972)825-5458</p> <p>Signature: _____                      Date: _____</p>	<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p> <p><b>Cari Morris</b> <b>(903)880-8638</b></p> <p>For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a></p>
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## Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**SOLUTION/SERVICES:**

**4. OVERSIZE PRINTS.** Each print made on the following Equipment; C8235H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or

equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

**5. END USER LICENSE AGREEMENT.** If the Xerox brand Products acquired include B Series (model Bxxx), C Series (model Cxxx) AltaLink, PrimeLink and/or VersaLink Products, the terms and conditions of the End User License Agreement located at <https://www.xerox.com/product-eula> shall apply.

**PRICING PLAN/OFFERING SELECTED:**

**6. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**GENERAL TERMS & CONDITIONS:**

**7. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on [xerox.com](http://xerox.com). You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

A7

# COMMISSIONERS COURT MEETING AGENDA REQUEST

The Commissioners Court meets in regular session at 2:00pm every other Tuesday. Special sessions may be scheduled as needed to conduct County business. Meetings are held in the Commissioner's Courtroom, located on the 2nd floor of the Historic Courthouse at 101 West Main Street - Waxahachie, Texas.

**Agenda requests and all supporting documentation must be submitted by 12:00pm (noon) on the Monday of the week prior to the Commissioners Court meeting, unless otherwise noted.**

This deadline ensures adequate time to prepare the agenda.

**Please fill out this form completely:**

SUBMISSION DATE: **December 29, 2025**

PREFERRED DATE TO BE PLACED ON AGENDA: **January 6, 2026**

NAME: **E.J. Harbin** PHONE: **972-825-5118**

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

DEPARTMENT OR ASSOCIATION: **Purchasing - Consent Agenda**

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

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

**Discussion, Consideration and approval to lease two (2) copiers for the new Jury Selection at Courts and Admin, from Xerox using the Omnia Partners Cooperative Contract Number R241205 in accordance with the Cooperative Purchasing Program, Chapter 271 of the Texas Government Code. These will replace the ones from the Civic Center that are currently month to month.**

SUPPORTING DOCUMENT(S) ATTACHED? Yes:  No:

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

**\*All agreements, contracts, and other instruments that legally bind the County must be reviewed and approved as to form and content by the County Attorney before they are submitted to the County Judge for placement on the Commissioners Court agenda.**

# Lease Agreement



Customer: COUNTY OF ELLIS

**Bill To:** COUNTY OF ELLIS  
 JURY SELECTION  
 FL 1  
 109 S JACKSON ST  
 WAXAHACHIE, TX 75165-3745

**Install:** COUNTY OF ELLIS  
 JURY SELECTION  
 FL 1  
 109 S JACKSON ST  
 WAXAHACHIE, TX 75165-3745

State or Local Government Negotiated Contract : 072855400

Solution		Agreement Information	Requested Install Date
Item	Product Description		
1. C8245H2 (XEROX C8245H2)	<ul style="list-style-type: none"> <li>- Office Finisher</li> <li>- 2/3 Hole Punch</li> <li>- Convenience Stapler</li> <li>- Db Wifi &amp; Bt Kit</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: FMV	1/16/2026
2. C8245H2 (XEROX C8245H2)	<ul style="list-style-type: none"> <li>- Office Finisher</li> <li>- 2/3 Hole Punch</li> <li>- Convenience Stapler</li> <li>- Db Wifi &amp; Bt Kit</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: FMV	1/16/2026

## Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.	Thank You for your business! This Agreement is proudly presented by Xerox and <b>Cari Morris</b> (903)880-8638 For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>
Signer: John Wray, County Judge                      Phone: (972)825-5458	
Signature: _____                      Date: _____	

Monthly Pricing

Item	Lease Minimum Payment	Jobs	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. C8245H2	\$193.56	1: Black and White Impressions	1 - 15,500 15,501+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
2. C8245H2	\$193.56	1: Black and White Impressions	1 - 15,500 15,501+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
<b>Total</b>	<b>\$387.12</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

## Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

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**SOLUTION/SERVICES:**

**4. OVERSIZE PRINTS.** Each print made on the following Equipment; C8245H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or

equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

**5. END USER LICENSE AGREEMENT.** If the Xerox brand Products acquired include B Series (model Bxxx), C Series (model Cxxx) Altallink, PrimeLink and/or VersaLink Products, the terms and conditions of the End User License Agreement located at <https://www.xerox.com/product-eula> shall apply.

**PRICING PLAN/OFFERING SELECTED:**

**6. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

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# COMMISSIONERS COURT AGENDA REQUEST

A8

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: 8.5.2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: TIM BIRDWELL

PHONE: 972-825-5555

FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: ELLIS COUNTY FIRE MARSHAL

ADDRESS: 302 N. MONROE STE. 235

PREFERRED DATE TO BE PLACED ON AGENDA: January 6, 2026

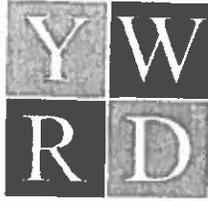
DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Approval of Compilation report. Pursuant to 775.082, Texas Health and Safety Code, acceptance of the annual Compilation Report of the fiscal accounts and records of ESD#8 Avalon.

**ELLIS COUNTY EMERGENCY SERVICES  
DISTRICT #8**

**STATEMENT OF CASH RECEIPTS  
AND DISBURSEMENTS**

Year Ended September 30, 2025



# YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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

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

Management is responsible for the accompanying statement of cash receipts and disbursements of Ellis County Emergency Services District #8 (District) for the year ended September 30, 2025, in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the statement of cash receipts and disbursements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on the statement of cash receipts and disbursements.

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

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

*YWRD, P.C.*

YWRD, P.C.

*Certified Public Accountants*

Waxahachie, Texas

December 16, 2025

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

**ELLIS COUNTY EMERGENCY SERVICES DISTRICT #8**  
**STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS**  
Year Ended September 30, 2025

<b>CASH RECEIPTS</b>	
Ad Valorem Taxes Collected	\$ 100,819
Grant and Donations	122,500
Interest	19
Other	10,944
<b>TOTAL CASH RECEIPTS</b>	<u>234,282</u>
<b>CASH DISBURSEMENTS</b>	
Avalon Volunteer Fire Department:	
Administration	50
Operation and Maintenance	29,013
Planning and Goals	223,848
Emergency Services District #8:	
Administration	2,758
Operation and Maintenance	1,727
Planning and Goals	881
<b>TOTAL CASH DISBURSEMENTS</b>	<u>258,277</u>
<b>DECREASE IN CASH</b>	(23,995)
<b>BEGINNING CASH</b>	<u>136,234</u>
<b>ENDING CASH</b>	<u><u>\$ 112,239</u></u>

See accountant's compilation report

A9

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		January 6, 2026	
<b>REPORTING DEPARTMENT:</b> Department of Development (DoD)			
<b>AGENDA TYPE</b>	<b>Newman Acres Preliminary Plat</b> <b>Pct. No. 1</b> <b>CONSENT AGENDA ITEM NO. 1</b>		
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

**CAPTION:**  
 Ratify staff action of approval on a preliminary plat of Newman Acres. The ± 37.474-acre site is located southwest of the intersection of Epps Road and Palmyra Road, in the extraterritorial jurisdiction (ETJ) of the City of Palmer, Road and Bridge Precinct No. 1.

**CASE TYPE:**

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

**PARCEL ID OR ADDRESS:**  
 Parcel ID No. 209044

**APPLICANT(s):**  
 John Paul Newman, owner  
 Matt Newman, applicant

**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 twelve (12) lots for residential use along Epps Road and Palmyra Road.
- Should the Commissioners' Court approve this preliminary plat, the applicant's next step would be to submit civil plans (drainage, etc.) for this proposed subdivision to the County Engineer's Office for review and approval prior to the commencement of any on-site improvements and/or the submission of a final plat application.
- 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
Epps Road	Local (60 ft.)	30 ft.	Yes
Palmyra Road	Major Collector (100 ft.)	50 ft.	No

**WATER SOURCE:**

PROVIDER	Line Size	Date of Confirmation
Rockett SUD	4-inch along Epps Road & 8-inch along Palmyra Road	10/29/2025

**ANALYSIS:**  
 Staff reviewed this plat on December 22nd, 2025, and recommends approval of this plat, subject to the following **twenty (20) conditions:**

**Surveyor Comments:**

1. At the time of final plat application submission, lots with direct driveway access to roads indicated on the Master Thoroughfare Plan (which includes Palmyra Road) shall not be allowed without meeting one of the following alternatives as approved in Ellis County's Quality Growth Initiatives, Volume III, Section II (C)(4): (i) access provided via a parallel

slip street, or (ii) shared access drives and shared access easements between multiple lots.

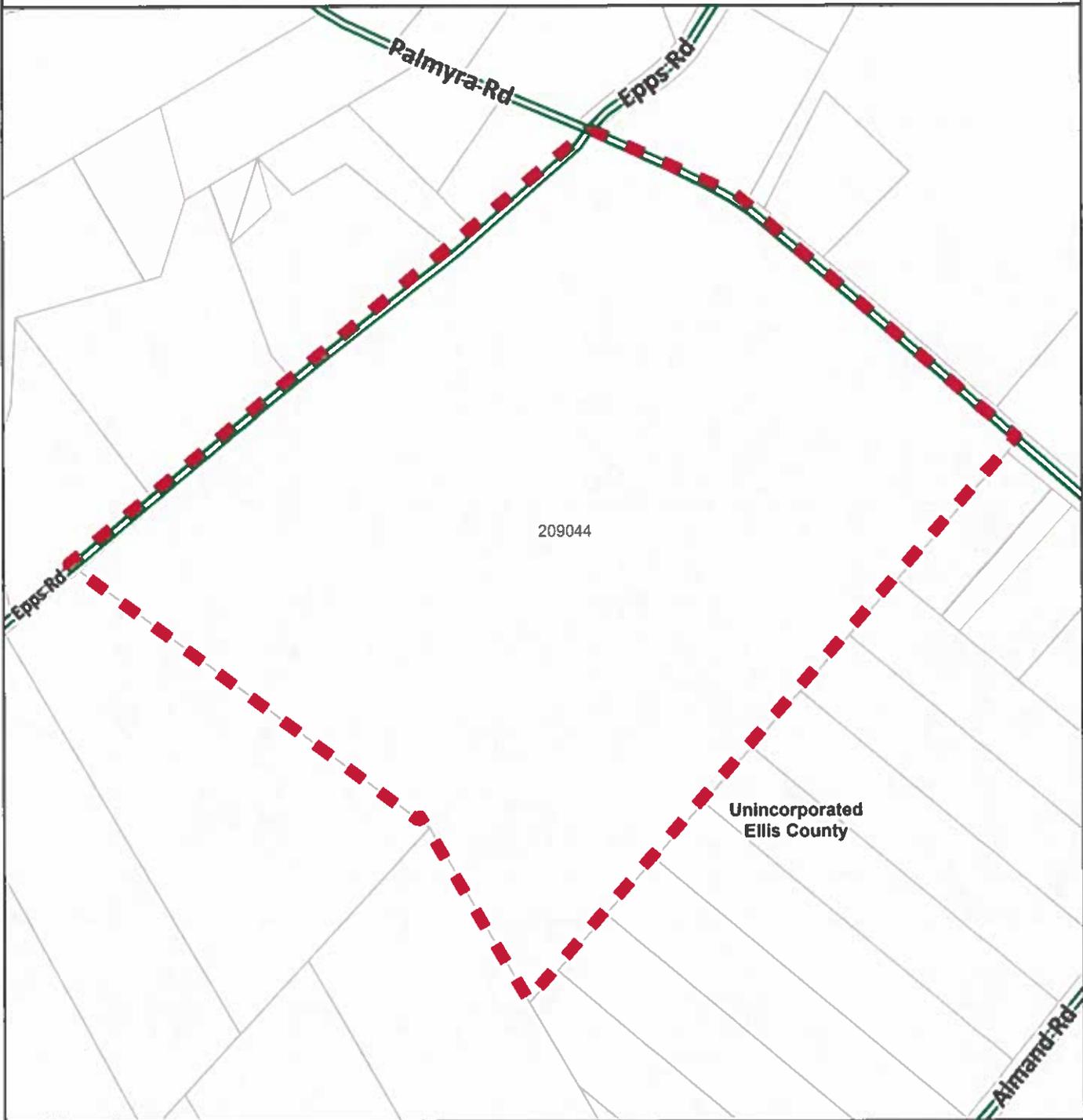
2. Two (2) survey benchmarks are required to be labeled on the final plat.
3. This property is located within the extraterritorial jurisdiction (ETJ) of the City of Palmer. Update the plat title block, plat drawing, and written property description to reflect this revision.
4. Palmyra Road is classified as a major collector road according to Ellis County's 2024 Master Thoroughfare Plan. Fifty (50) feet of right-of-way measured from the centerline of the road is required for right-of-way dedication for Palmyra Road. Please update the plat drawing, as well as label the acreage of the right-of-way dedication for both Palmyra Road and Epps Road.
5. Update Epps Road within the written property description clarifying that the existing 60-foot right-of-way for Epps Road is east of the intersection at Palmyra Road. The right-of-way west of the intersection of Palmyra Road is unrecorded variable width.
6. Add the deed calls to the plat drawing that differ from the plat calls for the property line along Palmyra Road.
7. L2 and L3 labels are missing from the plat drawing. Please add to the drawing.
8. Label the monument type for the beginning of L1 on the plat drawing and update the written property description.
9. Identify the monument for the southwest corner of said Newman tract on the plat drawing.
10. The following bearing on the plat drawing does not match the written property description: S 53°26'42" E. Review and revise.
11. Identify the monument for the northwest corner of said Newman tract on the plat drawing.
12. Identify the monument type for the point for corner in the north line of said Newman tract.
13. Update the front building line setback to be twenty-five (25) feet for Lots 8 – 12.
14. Label the drainage and utility easement along the southwest line of Lot 12 on the plat drawing.
15. Add 2-foot elevation contours to the plat drawing.
16. Update the floodplain statement to reference both FEMA Firm Panel Nos. 48139C0205G and 48139C0210G, effective date October 19th, 2023.
17. Add a block to each proposed lot description (i.e., Lot 1, Block A).
18. Correct Almond Road to Almand Road in the vicinity map.
19. The plat for South Farm Estates identifies a 100-foot Texas Power & Light easement between Lots 3 and 4. Please confirm if the same easement traverses this property. Update the plat drawing and plat notes if necessary.
20. Increase the minimum font size on Page 2 to at least 8-point.

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



Name: **Newman Acres**  
Case Number:  
Parcel ID: **209044**

Department of Development  
Case Location Map  
Date Printed: **12/19/2025**



**Cases**

**County Line**

**Parcels**

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

Coordinate System: Projection: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Units: Foot US

Ellis County





# NEWMAN ACRES

PRELIMINARY PLAT

37.474 ACRES

L. WHITE SURVEY  
ABSTRACT NO 1110  
ELLIS COUNTY, TEXAS  
12 RESIDENTIAL LOTS

OWNER  
JOHN W. NEWMAN  
888 BRADNER ROAD  
EMERALD, TX 77019  
972.855.5789

REGISTERED  
TEXAS BEAUTY CAPTURE &  
SURVEYING, L.L.C.  
P.O. BOX 222  
WAXAHACH, TX 75165  
409.811.0038  
TITLE FROM NO 10194389

APPROXIMATE LOCATION  
OF PROCKETT SPECIAL EASEMENT  
VOL. 564, P. 448  
CORRECT

DAVID A. MILLER  
VOL. 641  
CORRECT

LOT 1  
PALMYRA PARK  
CAB. L. S. 327  
CORRECT

LOT 2  
PALMYRA PARK  
CAB. L. S. 327  
CORRECT

LOT 3  
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LEBLI CHRISTINA TREVIÑO MARES &  
DAVID A. MILLER  
VOL. 641  
CORRECT

RHIGOLEA C MILLER  
&  
DAVID A. MILLER  
VOL. 2843263  
CORRECT



VICINITY MAP  
NOT TO SCALE



SCALE: 1" = 100'

DAVID MILLER  
INST. NO. 283264  
CORRECT

APPROXIMATE LOCATION  
OF PROCKETT SPECIAL EASEMENT  
VOL. 564, P. 448  
CORRECT

PAUL MIDDLETON  
VOL. 181, P. 1778  
CORRECT

PAUL MIDDLETON  
VOL. 180, P. 1038  
CORRECT

MANUEL MORA &  
INST. NO. 2358897  
CORRECT

LOT 1  
1.242 ACRES

LOT 2  
1.407 ACRES

LOT 3  
1.530 ACRES

LOT 4  
1.571 ACRES

LOT 5  
1.613 ACRES

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1.654 ACRES

LOT 7  
1.697 ACRES

LOT 8  
4.866 ACRES

LOT 9  
4.870 ACRES

LOT 10  
4.874 ACRES

LOT 11  
4.877 ACRES

LOT 12  
5.604 ACRES

PALMYRA ROAD  
(VARIABLE WIDTH  
UNRECORDED ROW)  
S 48°54'55" E 675.22'

EPPS ROAD  
(VARIABLE WIDTH  
UNRECORDED ROW)  
N 50°52'08" E 1110.03'

EPPS ROAD  
(CALLED 80' ROW)  
S 65°48'53" E 323.58'

LOT 113  
BURNHAM ESTATES  
CAB. A. S. 480  
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**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

December 22, 2025

Matt Newman  
660 Brazier Rd  
Ennis, TX 75152

John Paul Newman  
668 Brazier Rd  
Ennis, TX 75119

**Re: Plat Application Submission Action for a Preliminary Plat of Newman Acres (Parcel No. 209044)**

The Department of Development (DoD) received your plat application for a preliminary plat of Newman Acres on December 8th, 2025, for twelve (12) proposed lots consisting of ± 37.474 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. At the time of final plat application submission, lots with direct driveway access to roads indicated on the Master Thoroughfare Plan (which includes Palmyra Road) shall not be allowed without meeting one of the following alternatives as approved in Ellis County's Quality Growth Initiatives, Volume III, Section II (C)(4): (i) access provided via a parallel slip street, or (ii) shared access drives and shared access easements between multiple lots.
2. As a reminder, two (2) survey benchmarks are required to be labeled on the final plat.
3. This property is located within the extraterritorial jurisdiction (ETJ) of the City of Palmer. Update the plat title block, plat drawing, and written property description to reflect this revision.
4. Palmyra Road is classified as a major collector road according to Ellis County's 2024 Master Thoroughfare Plan. Fifty (50) feet of right-of-way measured at the centerline is required for right-of-way dedication for Palmyra Road. Please update accordingly, as well as label the acreage of the right-of-way dedication for both Palmyra Road and Epps Road on the plat drawing.
5. Update Epps Road within the written property description to clarify that the existing 60-foot right-of-way for Epps Road is east of the intersection at Palmyra Road. The right-of-way west of the intersection of Palmyra Road is unrecorded variable width.
6. Add the deed calls to the plat drawing that differ from the plat calls for the property line along Palmyra Road.
7. L2 and L3 labels are missing from the plat drawing. Update accordingly.
8. Label the monument type for the beginning of L1 on the plat drawing and update the written property description.
9. Identify the monument for the southwest corner of said Newman tract on the plat drawing.
10. The following bearing on the plat drawing does not match the written property description:  
S 53°26'42" E.
11. Identify the monument for the northwest corner of said Newman tract on the plat drawing.
12. Identify the monument type for the point for corner in the north line of said Newman tract.
13. Update the front building line setback to be twenty-five (25) feet for Lots 8 – 12.

14. Label the drainage and utility easement along the southwest line of Lot 12 on the plat drawing.
15. 2-foot elevation contours are required for preliminary plats. Update the drawing accordingly.
16. Update the floodplain statement to reference both FEMA Firm Panel Nos. 48139C0205G and 48139C0210G, effective date October 19<sup>th</sup>, 2023.
17. Add a block to each proposed lot description (i.e., Lot 1, Block A).
18. Correct Almond Road to Almand Road in the vicinity map.
19. The plat for South Farm Estates identifies a 100-foot TP & L easement between Lots 3 and 4. Please confirm if the same easement traverses this property. Update the plat drawing and plat notes if necessary.
20. Increase the minimum font size on Page 2 to at least an 8 pt.

Please forward a revised plat by email for review. 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 **January 6th, 2026**.

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

**All County offices will be closed Wednesday, December 24th, Thursday, December 25th, and Thursday, January 1st.**

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***

A10

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		January 6, 2026	
<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>Centre Point Addition, Lots 1 &amp; 2, Block 1</b> <b>Pct. No. 2</b> <b>CONSENT AGENDA ITEM NO. 2</b>		

**CAPTION:**  
 Ratify staff action of approval on a final plat of Centre Point Addition, Lots 1 & 2, Block 1. The ± 11.054-acre site is located ± 390 feet southeast of the intersection of FM 984 (Waxahachie Avenue) and Planters Gin Road, partially located within the city limits and the extraterritorial jurisdiction (ETJ) of the City of Bardwell, Road and Bridge Precinct No. 2.

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

**PARCEL ID OR ADDRESS:**  
 Parcel ID No. 313704

**APPLICANT(s):**  
 Centre Point Properties, LLC,  
 Sheryl Honza, applicant

- 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.
  - A portion of Lot 1 lies within the City of Bardwell, with the remaining property shown within the plat being within the extraterritorial jurisdiction (ETJ) of the City of Bardwell.
  - The City of Bardwell approved this plat on December 1, 2025.

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

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
FM 984	Collector (80 ft.)	0 ft.	TBD

**WATER SOURCE:**

PROVIDER	Line Size	Date of Confirmation
Rural Bardwell Water	3-inch	12/17/2025

**NOTICE REQUIREMENTS (if applicable):**

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

**ANALYSIS:**  
 Staff reviewed this plat on December 22nd, 2025, and recommends **approval of this plat, subject to the following sixteen (16) conditions:**

- Applicant / Surveyor Comments:**
1. Please confirm with the City of Bardwell that the city's signature block on this plat will remain at the time of filing. If the city's signature block is to remain, the final printed plat copies will require new city signatures prior to plat filing. Otherwise, if the city prefers to remove the signature block from the plat, written documentation on official City letterhead confirming the entities official action on this plat would be required for review by the Department of Development Director. An additional filing fee may be required if a letter is submitted in lieu of official signatures.

2. Prior to the filing of the final plat, please provide permit approval or written confirmation from TxDOT regarding driveway access for Lots 1 & 2. Please label any shared access easements on the plat drawing as required by TxDOT.

**Surveyor Comments:**

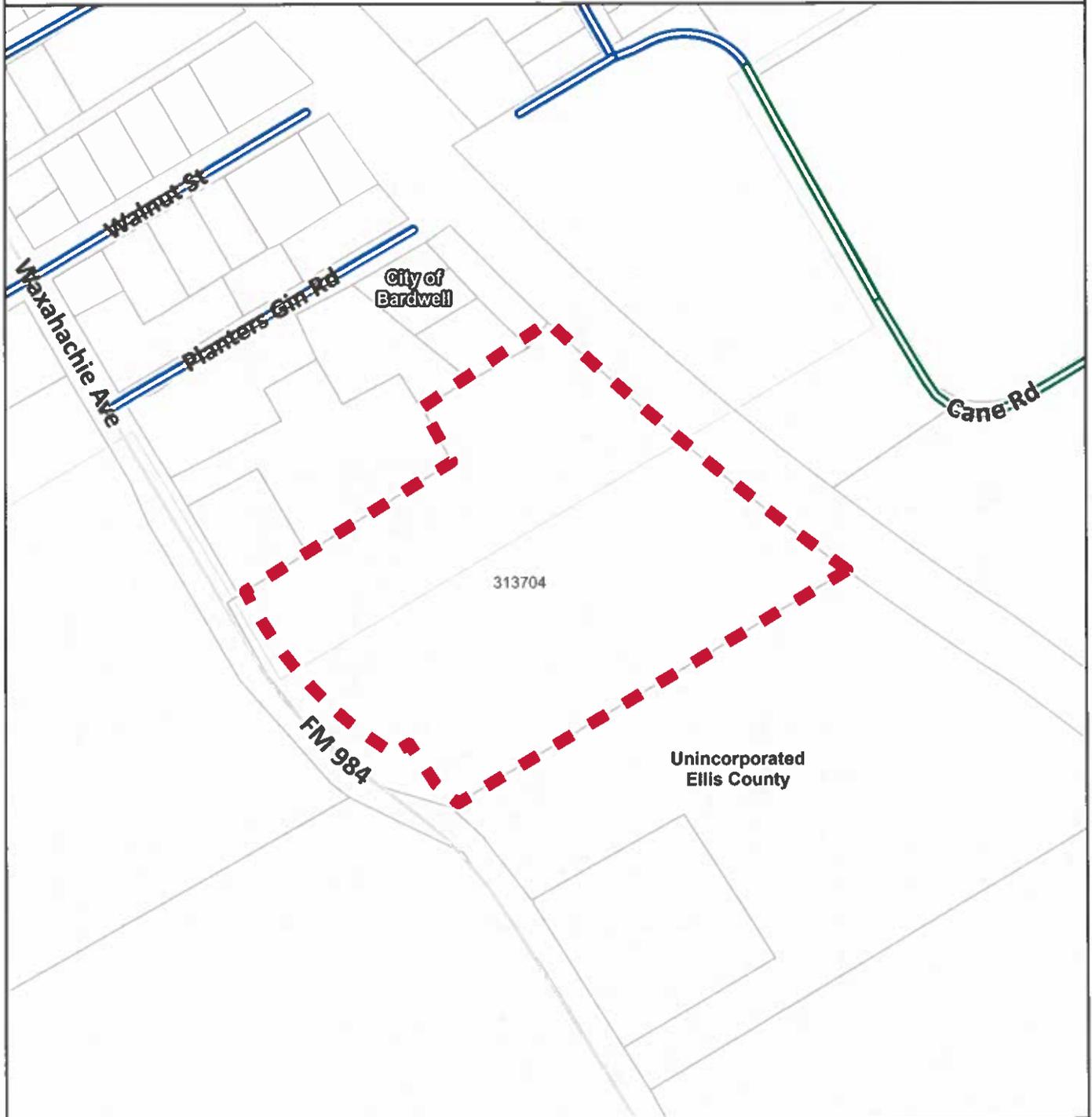
1. Add "final plat" to the title block.
2. Update the description of the property's location throughout the plat to be partially located within the City of Bardwell and partially in the extraterritorial jurisdiction (ETJ) of the City of Bardwell, Ellis County, Texas.
3. Update Planter Gin Rd to Planters Gin Rd and S Pecan St to Pecan St in the vicinity map.
4. Label the existing right-of-way width for FM 984 on the plat drawing. Ellis County's Master Thoroughfare Plan classifies FM 984 as a collector road, requiring forty (40) feet of right-of-way measured at the centerline of the road. Additional right-of-way dedication may be required if the existing right-of-way dedication does not meet the minimum requirements as indicated within the adopted Master Thoroughfare Plan.
5. Label two (2) survey benchmarks on the plat drawing with ground coordinates.
6. Update the ownership information for the adjacent Sutton tract and Bendayan tract on the plat drawing.
7. The written property description identifies Jorge Almanza Valades as an adjacent owner, whereas the plat drawing labels Jorge Almanza Valdez. Update the ownership information accordingly.
8. Add the adjacent property line and ownership for Parcel No. 185662 to the plat drawing.
9. The monument identification on the plat drawing differs from the written property description for the end of the curve to the left along the northeast property line. Review and revise.
10. Add the deed calls that differ from the plat calls to the plat drawing for the property line along FM 984.
11. Update the FEMA Firm Map Panel No. in the floodplain statement to be 48139C0375F, effective June 3, 2013.
12. Remove "By: Centre Point Properties, LLC" located above the owner signature line on Sheet 2.
13. Update the name under the owner's signature line to: Sheryl Honza, Authorized Agent of Centre Point Properties, LLC.
14. Revise the date within all signature blocks and notary statements on Sheet 2 to year 2026.

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



Name: **Centre Point Addition**  
Case Number:  
Parcel ID: **313704**

Department of Development  
Case Location Map  
Date Printed: **12/19/2025**



**Cases**

**County Line**

**City Limits**

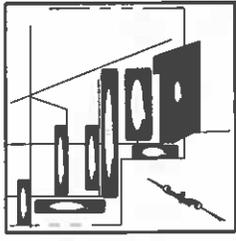
**Parcels**

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

Coordinate System: . Projection: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Units: Foot US

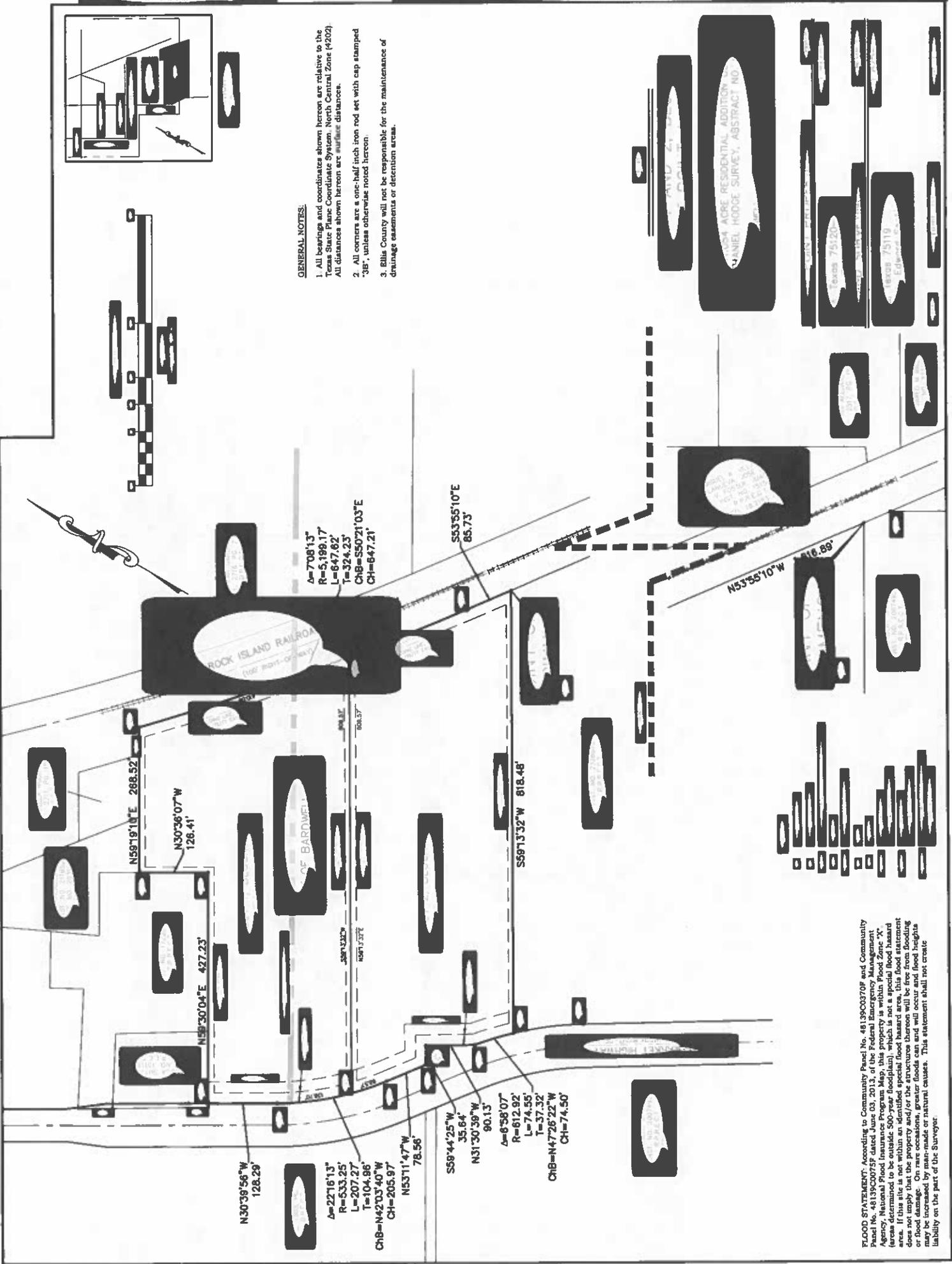






**GENERAL NOTES:**

1. All bearings and coordinates shown hereon are relative to the True Sine and Cosine System with Central Zone (4202). All distances shown hereon are surface distances.
2. All corners are a one-half inch iron rod set with cap stamped "38", unless otherwise noted hereon.
3. Billis County will not be responsible for the maintenance of drainage easements or detention areas.



**FLOOD STATEMENT:** According to Community Panel No. 48139C0370F and Community Panel No. 48139C0075F dated June 03, 2013, of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property is within Flood Zone "X" (areas determined to be outside 500-year floodplain), which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures and contents thereof are being or may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.





**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

December 22, 2025

Centre Point Properties, LLC  
Sheryl Honza  
278 N Anthony  
Ennis, TX 75119

**Re: Plat Application Submission Action for Centre Point Addition, Lots 1 & 2, Block 1 (Parcel No. 313704)**

The Department of Development (DoD) received your plat application for Centre Point Addition, Lots 1 & 2, Block 1 on December 8th, 2025, for two (2) proposed lots consisting of ± 11.054 acres. After staff review, the Director of Planning & Development **approves\*** this plat application, subject to meeting the following conditions and/or requirements:

**Applicant / Surveyor Comments:**

1. Please confirm with the City of Bardwell that the city's signature block on this plat will remain at the time of filing. If the city's signature block is to remain, the final printed plat copies will require new city signatures prior to plat filing. Otherwise, if the city prefers to remove the signature block from the plat, written documentation from the City of Bardwell would be required for review by the Department of Development Director.
2. Prior to plat filing, please provide permit approval or written confirmation from TxDOT regarding driveway access for Lots 1 & 2. Please label any shared access easements on the plat drawing as required by TxDOT.

**Surveyor Comments:**

1. Add "final plat" to the title block.
2. Update the description of the property's location throughout the plat to be partially located within the City of Bardwell and partially in the extraterritorial jurisdiction (ETJ) of the City of Bardwell, Ellis County, Texas.
3. Update Planter Gin Rd to Planters Gin Rd and S Pecan St to Pecan St in the vicinity map.
4. Label the existing right-of-way width for FM 984 on the plat drawing. Ellis County's Master Thoroughfare Plan classifies FM 984 as a collector road, requiring forty (40) feet of right-of-way measured at the centerline of the road.
5. Label two (2) survey benchmarks on the plat drawing with ground coordinates.
6. Update the ownership information for the adjacent Sutton tract and Bendayan tract on the plat drawing.
7. The written property description identifies Jorge Almanza Valades as an adjacent owner, whereas the plat drawing labels Jorge Almanza Valdez. Update the ownership information accordingly.
8. Add the adjacent property line and ownership for Parcel No. 185662 to the plat drawing.
9. The monument identification on the plat drawing differs from the written property description for the end of the curve to the left along the northeast property line.
10. Add the deed calls that differ from the plat calls to the plat drawing for the property line along FM 984.

11. Update the FEMA Firm Map Panel No. in the floodplain statement to be 48139C0375F, effective June 3, 2013.
12. Remove "By: Centre Point Properties, LLC" located above the owner signature line on Sheet 2.
13. Update the name under the owner's signature line to: Sheryl Honza, Authorized Agent of Centre Point Properties, LLC.
14. Revise the date within all signature blocks and notary statements on Sheet 2 to year 2026.

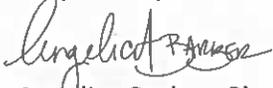
Please forward a revised plat by email for review. Once a plat drawing has been approved by staff without any outstanding comments or conditions, staff will need five (5) revised sets of the plat on 18"x 24" regular print sheets with original stamps, seals, and signatures before court signature and filing.

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 **January 6th, 2026**.

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

***All County offices will be closed Wednesday, December 24th, Thursday, December 25th, and Thursday, January 1st.***

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***

All

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		January 6, 2026	
<b>REPORTING DEPARTMENT:</b> <i>Department of Development (DoD)</i>			
<b>AGENDA TYPE</b>	<b>Platting Exemption Request From Parcel ID No. 177658 Pct. No. 2 CONSENT AGENDA ITEM NO. 3</b>		
<input checked="" type="checkbox"/> Consent Agenda			
<input type="checkbox"/> Regular Agenda			
<input type="checkbox"/> Public Hearing			

**CAPTION:**  
**Approval of a platting exemption from Parcel ID No. 177658, as stated in Texas Local Government Code, Section 232.0015 (e).** The ± 1.548-acre site is located ± 55 feet northeast of the intersection of Cut Off Road and FM 1181, partially located within the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road and Bridge Precinct No. 2.

**CASE TYPE:**

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

**PARCEL ID OR ADDRESS:**  
Parcel ID No. 177658

**APPLICANT(s):**  
David & Kathryn Trojacek,  
Amanda & Kevin Ford

**ATTACHMENTS:**

- 1) Location Map
- 2) Proposed exempted property
- 3) Draft Order

**STAFF RECOMMENDATION:**

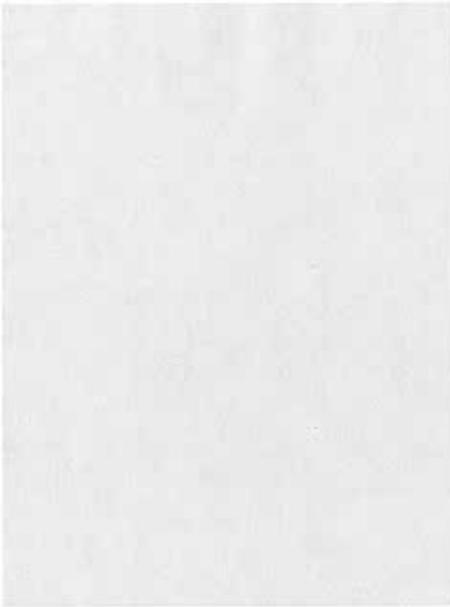
- Approved, as presented
- Approved w/ conditions (See Analysis section)**
- Disapprove

**PROPOSAL & BACKGROUND INFORMATION:**

- The applicant requests to deed a portion of the property by applying for a platting exemption, giving ± 1.548 acres to their daughter and son-in-law, Amanda and Kevin Ford, to build a home, out of the overall ± 28.285 acres.
- Outlined within LGC §232.0015(e) – EXCEPTIONS TO PLAT REQUIREMENTS: *“A county may not require the owner of a tract of land located outside the limits of a municipality who divides the tract into four or fewer parts and does not lay out a part of the tract described by Section 232.001 (a) (3) to have a plat of the subdivision prepared if each of the lots is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code. If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the platting requirements of this subchapter apply.”*
- Additionally, per the County’s Quality Growth Initiatives Vol. I, Section VIII (C) (1), *“In cases where the subdivision of land is by gift, devise, or descent to a family member related up to the third degree by affinity (marriage) or consanguinity (blood), a platting exemption may be granted by the Commissioners Court.”*

**FINAL ANALYSIS:**  
In reviewing the applicant’s request for a platting exemption per the established criteria set by the Commissioners Court and as allowed by state law, staff recommends **approval of this plat exemption request, subject to the following (six) 6 conditions:**

1. Label the existing right-of-way dedication, along with recording information, on the grantee’s survey for FM 1181.

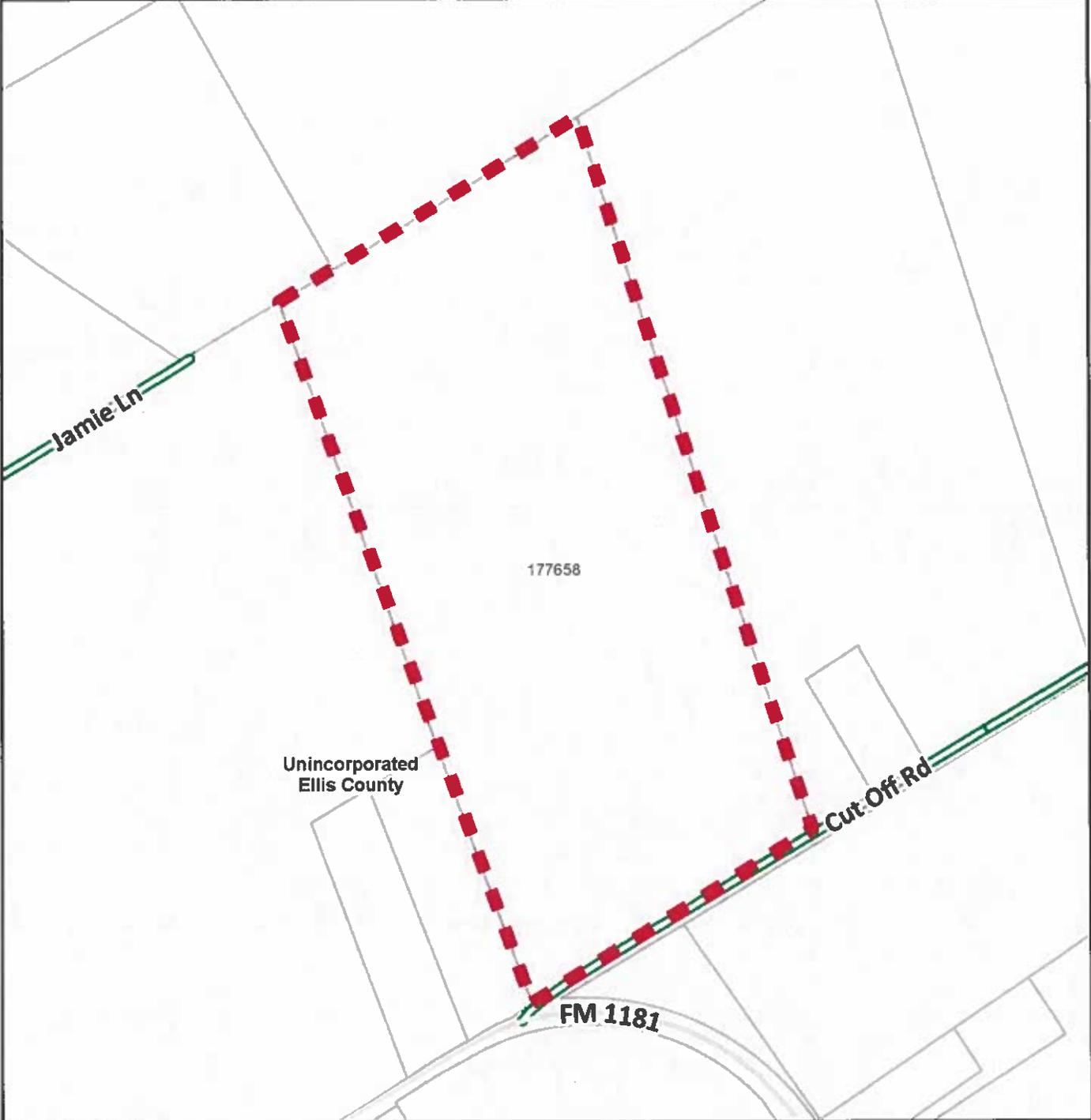


2. The property is required to dedicate the appropriate right-of-way in accordance with the County's Thoroughfare Plan at the time of platting.
3. No further subdivision of this entire ± 1.548-acre site shall occur until it meets the subdivision requirements in effect at that time.
4. As stated in Texas LGC 232.0015 (e), if any piece of this property sells outside of the family, the entire property shall be platted prior to its sale.
5. Adherence to any other regulations relating to this particular plat exemption and other documents signed as part of this application.
6. Approval of this platting exemption request does not extend to multi-tenant, multi-unit, or any other commercial structures or businesses without meeting the requirements in effect at that time.



Name: **Plat Exemption Request PID 177658**  
Case Number:  
Parcel ID: **177658**

Department of Development  
Case Location Map  
Date Printed: **12/19/2025**



**Cases**  **County Line** 

**Parcels** 

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

**Coordinate System:** . Projection NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Units: Foot US







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

On this, the 6<sup>th</sup> day of January, 2026, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

**COUNTY JUDGE:**

- Judge John Wray

**COMMISSIONERS:**

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

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

**AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, GRANTING A PLAT EXEMPTION DETERMINATION FROM PID NO 177658, AS STATED IN TEXAS LOCAL GOVERNMENT CODE, SECTION 232.0015 (E). THE ± 1.548-ACRE SITE IS LOCATED ± 55 FEET NORTHEAST OF THE INTERSECTION OF CUT OFF ROAD AND FM 1181, PARTIALLY LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT NO. 2.**

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

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

**SECTION 1. GRANTING OF A PLAT EXEMPTION DETERMINATION.**

The Commissioners' Court finds that the plat exemption determination outlined in Section 232.0015 (e) of the Texas Local Government Code applies to Parcel ID No. 177658, as shown in Exhibit A and as described below and approved with the conditions outlined in Section 2 below:

**SECTION 2. CONDITIONS OF APPROVAL.**

- 1) Label the existing right-of-way dedication, along with recording information, on the grantee's survey for FM 1181.
- 2) The property is required to dedicate the appropriate right-of-way in accordance with the County's Thoroughfare Plan at the time of platting.
- 3) No further subdivision of this entire ± 1.548-acre site shall occur until it meets the subdivision requirements in effect at that time.
- 4) As stated in Texas LGC 232.0015 (e), if any piece of this property sells outside of the family, the entire property shall be platted prior to its sale.

- 5) Adherence to any other regulations relating to this particular plat exemption and other documents signed as part of this application.
- 6) Approval of this platting exemption request does not extend to multi-tenant, multi-unit, or any other commercial structures or businesses without meeting the requirements in effect at that time.

**SECTION 3. EFFECTIVE DATE**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, ON THIS DAY, THE 6TH DAY OF JANUARY, 2026.**

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

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

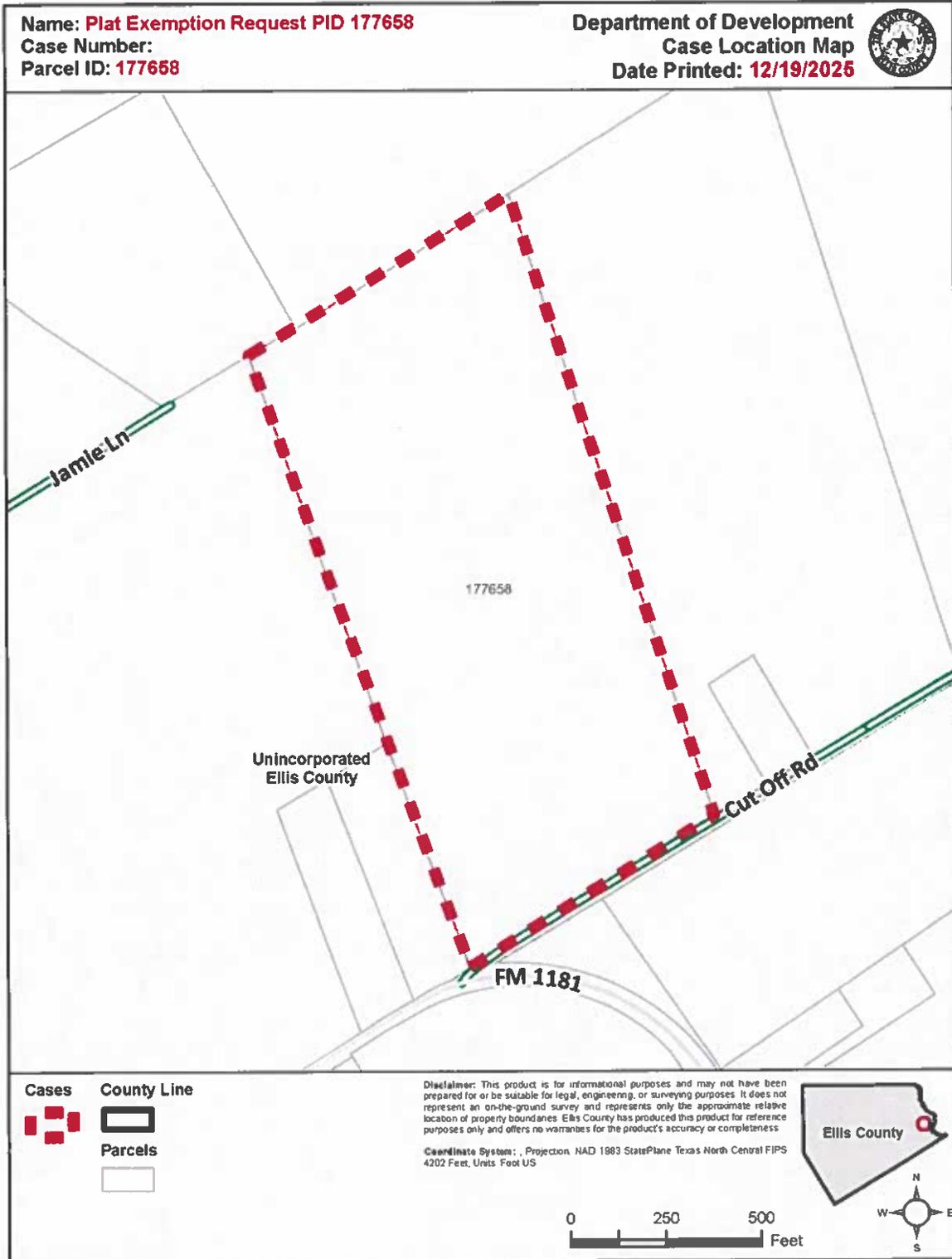
\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

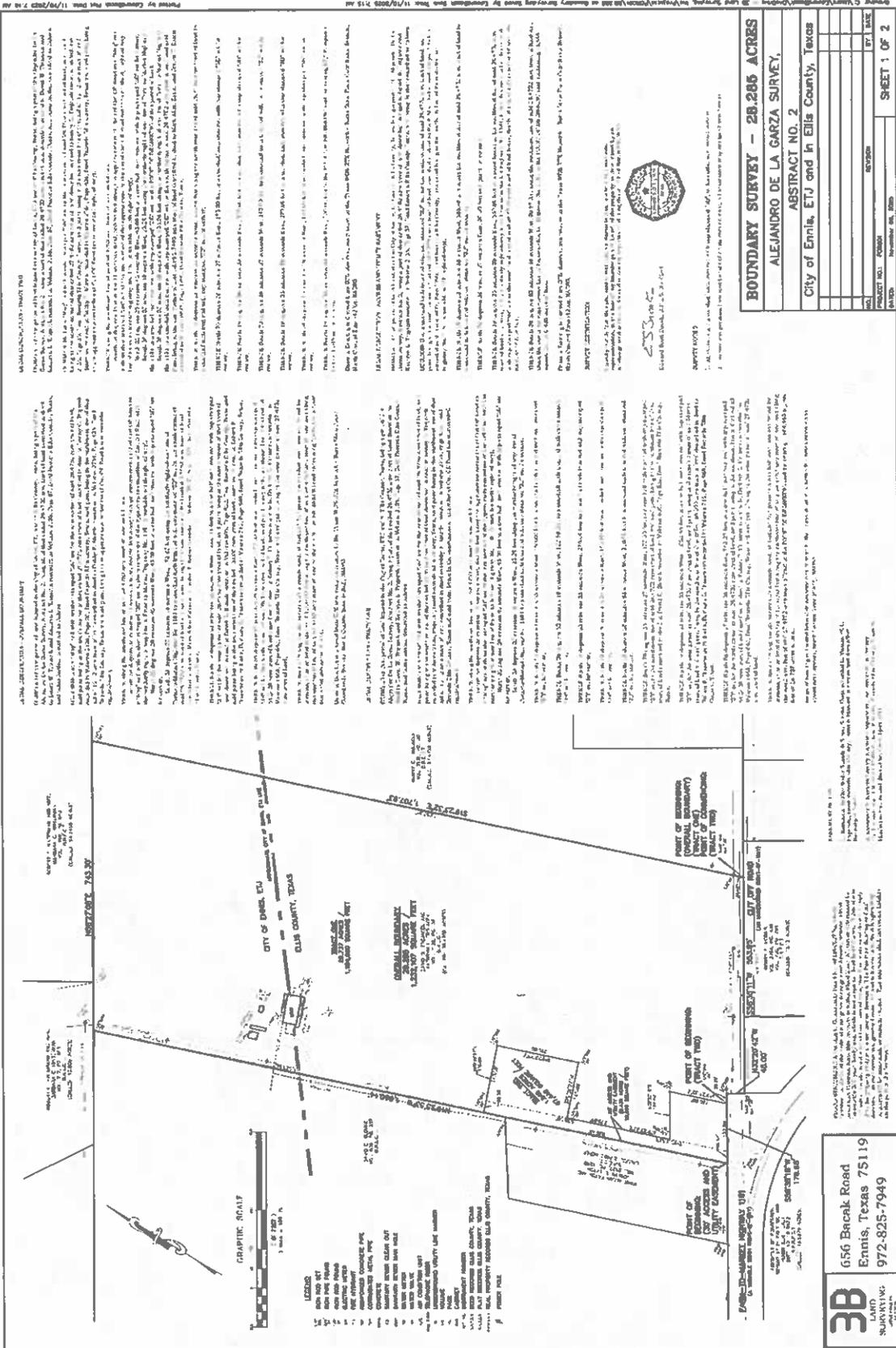
\_\_\_\_\_  
Commissioner Louis Ponder, Precinct No. 3

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

**ATTEST:**

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





F1

# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at 2:00 p.m. every other Tuesday. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 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: 12/16/2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Jackie Miller Jr.

PHONE: 972-825-5023 FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Justice of the Peace Pct. 2

ADDRESS: 2675 W. US Hwy. 287 Bus., Ste. 110, Waxahachie, TX

75167 PREFERRED DATE TO BE PLACED ON AGENDA: 01/06/2026

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

**\*\*Financial Consent Agenda\*\***  
Line Item Transfer

- DECREASE- 001-0520-508350 Training by \$300.00
- DECREASE- 001-0520-508740 Docket Books/Printing by \$300.00
- INCREASE- 001-0520-508060 Official Bond/Dues by \$300.00
- INCREASE- 001-0520-508070 Operating Expenditures by \$300.00



DOD

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		January 6, 2026	
<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>Palmer Park Performance Letter of Credit Acceptance</b> <b>Pct. No. 1</b> <b>AGENDA ITEM NO. 1.1</b>		

**CAPTION:**  
**Discussion, consideration, and action to accept the performance letter of credit for the proposed Palmer Park subdivision.** The ± 16.837-acre site is located ± 745 feet west of the intersection of FM 813 and Neck Road, situated in the R. De La Pena Survey, Abstract No. 3, in the extraterritorial jurisdiction (ETJ) of the City of Palmer, Road and Bridge Precinct No. 1.

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

**PARCEL ID OR ADDRESS:**  
 Parcel ID No. 294626

**APPLICANT(s):**  
 MEQ Properties, LLC  
 Laura Quintero

**ATTACHMENTS:**  
 1) Location Map  
 2) Performance Letter of Credit  
 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 Performance Letter of Credit for the construction of Palmer Park:
  - Letter No. 5695-500** in the amount of six hundred sixty-eight thousand, one hundred ninety dollars & 67/100 (\$668,190.67), issued by Plains Capital Bank.
- The Commissioners' Court approved the preliminary plat consisting of 6 lots on February 20, 2025.
- A revised preliminary plat to include an open space lot for drainage and to develop as a privately maintained subdivision was approved by the Commissioners' Court on August 6, 2024.
- The civil plans for Palmer Park were approved by the County Engineer's Office on July 28, 2024.
- 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 or letter of credit 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 letter of credit meets the requirements as outlined in Section VII (A) (2) (Performance Guarantees) of the Subdivision and Development Regulations:

- Letter of Credit No. 5695-500** in the amount of six hundred, sixty-eight thousand, one hundred ninety dollars & 67/100 (\$668,190.67), issued by Plains Capital Bank.

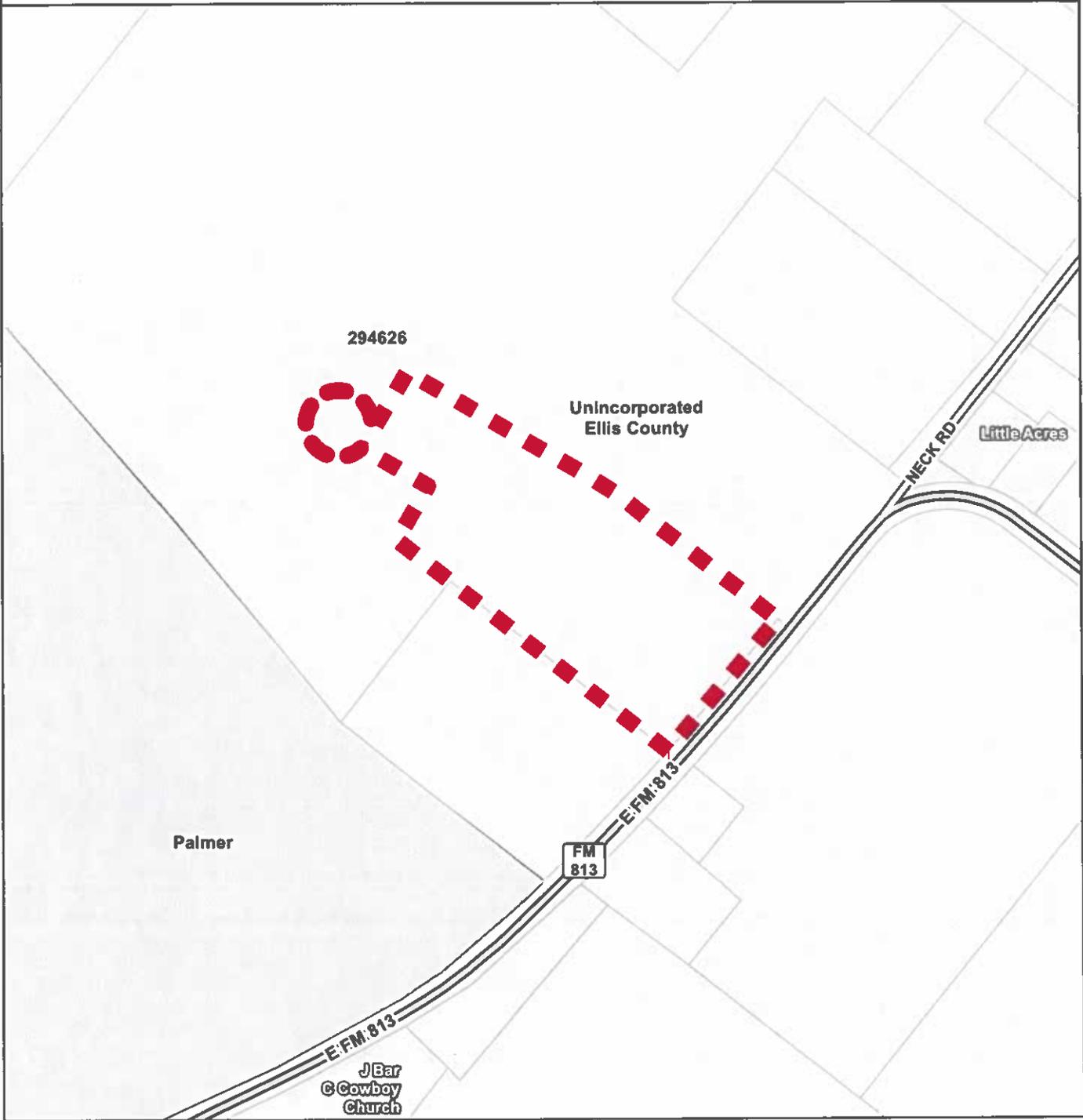
Agenda Item No. 1.1-- Palmer Park Performance Letter of Credit Acceptance

**Report Authored by:** Sara Garcia – Assistant Director

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

Name: **Palmer Park**  
 Case Number:  
 Parcel ID: **294626**

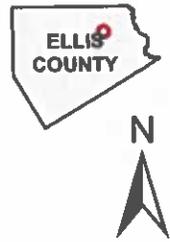
Department of Development  
 Case Location Map  
 Date Printed: **1/29/2024**



<b>Cases</b> 	<b>Parcels</b> 	<b>County Line</b> 	<b>Road Centerlines</b> Major Arterial
<b>Neighborhoods</b> 	<b>City Limits</b> 	Minor Arterial	Driveway

0      250      500  
 Feet

**Disclaimer:** This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Ellis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.  
 Coordinate System: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Projection: Lambert Conformal Conic, Datum: North American 1983, Units: Foot US



Agenda Item No. 1.1– Palmer Park Performance Letter of Credit Acceptance

**Report Authored by:** Sara Garcia – Assistant Director

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

**IRREVOCABLE LETTER OF CREDIT**

**Borrower:** M.E.Q. PROPERTIES, LLC  
6340 EVERGLADE RD  
DALLAS, TX 75227-2719

**Lender:** PlainsCapital Bank  
Camp Bowie  
3707 Camp Bowie Blvd Suite 100  
Fort Worth, TX 76107

**Beneficiary:** County Judge of Ellis County, Texas or their successor in office  
109 South Jackson Street  
Waxahachie, TX 75165

**NO.: 5695-500**

**EXPIRATION DATE.** This letter of credit shall expire upon the earlier of the close of business on 01-01-2027 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Six Hundred Sixty-eight Thousand One Hundred Ninety & 67/100 Dollars (\$668,190.67) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY:** PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: THE ORIGINAL LETTER OF CREDIT MUST BE RETURNED.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** All drafts must be marked "DRAWN UNDER PlainsCapital Bank IRREVOCABLE LETTER OF CREDIT NO. 5695-500 DATED 01-01-2026," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

**PERMITTED TRANSFEREES.** The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

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

On this 6<sup>th</sup> day of January 2026, 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, ACCEPTING THE PERFORMANCE LETTER OF CREDIT (EXHIBIT A) FOR THE CONSTRUCTION OF THE PROPOSED PALMER PARK SUBDIVISION (PARCEL ID NO 294626), AS SHOWN IN EXHIBIT B. THE ± 16.837-ACRE SITE IS LOCATED ± 745 FEET WEST OF THE INTERSECTION OF FM 813 AND NECK ROAD, SITUATED IN THE R. DE LA PENA SURVEY, ABSTRACT NO. 3, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF PALMER, ROAD AND BRIDGE PRECINCT NO. 1, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Commissioners Court of Ellis County, Texas, adopted the "Ellis County Growth Initiatives, Volume 1 – 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 PERFORMANCE LETTER OF CREDIT**

The Commissioners' Court finds that the proposed bonds satisfy the criteria outlined in Section VII of the adopted Development Regulations and hereby approves the following performance bond for the Palmer Park Subdivision:

- **Letter of Credit No. 5695-500**– in the amount of six hundred sixty-eight thousand, one hundred ninety dollars & 67/100 (\$668,190.67), issued by Plains Capital Bank.

**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 6<sup>th</sup> DAY OF JANUARY 2026.**

\_\_\_\_\_  
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



## IRREVOCABLE LETTER OF CREDIT

**Borrower:** M.E.Q. PROPERTIES, LLC  
8340 EVERGLADE RD  
DALLAS, TX 75227-2718

**Lender:** PlainsCapital Bank  
Camp Bowie  
3707 Camp Bowie Blvd Suite 100  
Fort Worth, TX 76107

**Beneficiary:** County Judge of Ellis County, Texas or their successor in office  
109 South Jackson Street  
Waxahachie, TX 75185

**NO.: 5695-500**

**EXPIRATION DATE.** This letter of credit shall expire upon the earlier of the close of business on 01-01-2027 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Six Hundred Sixty-eight Thousand One Hundred Ninety & 677/100 Dollars (\$668,190.67) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

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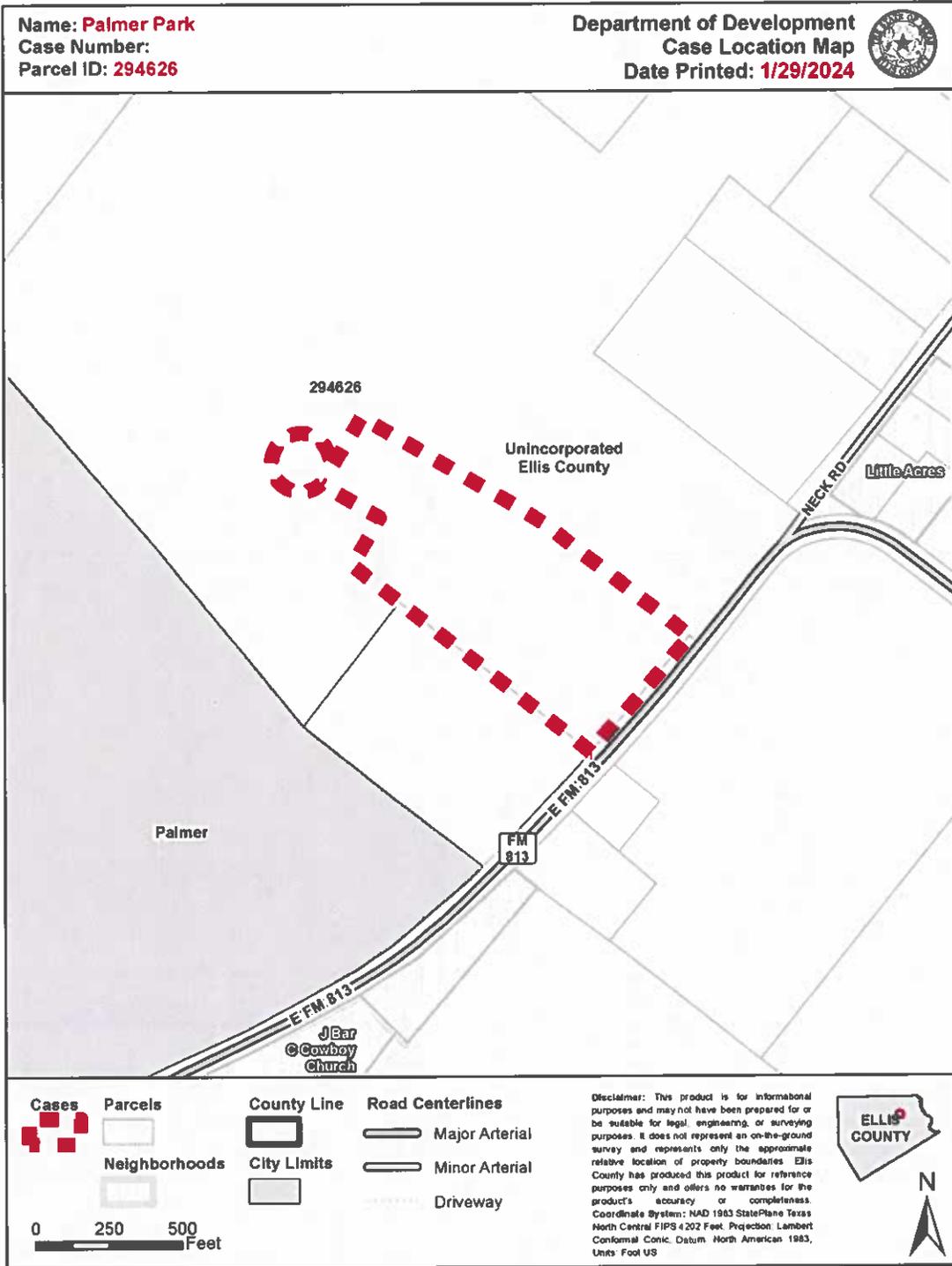
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**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.



-98 649879 32 439792 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 1/29/2024 G:\GIS\Maps\Templates\Ellis County Layouts\11 000 ID00 Case Location.mxd

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		January 6, 2026	
<b>REPORTING DEPARTMENT:</b> Department of Development (DoD)			
<b>AGENDA TYPE</b>	<b>Cobbs Place, Lot 1B, Block A, Replat Pct. No. 3 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 on a replat of Cobbs Place Lot 1B, Block A.** The ± 1.497-acre site is located ± 505 feet northeast of the intersection of North Armstrong Road and Sharon Lane, partially located in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Road and Bridge Precinct No. 3.

**CASE TYPE:**

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

**PARCEL ID OR ADDRESS:**  
Parcel ID No. 259023 & 313161

**APPLICANT(s):**  
Larry Cobbs, 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 requests to replat Rhea Place, Lot 1, by adjusting the original lot lines, reducing the original lot size to ± 1.497 acres.
  - The Commissioners' Court approved a simplified plat of Rhea Place, Lot 1, on July 26<sup>th</sup>, 2016.

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

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
North Armstrong Road	Minor Arterial (100 ft.)	40 ft. (40 ft. existing along original lot line)	No

**WATER SOURCE:**

PROVIDER	Line Size	Date of Confirmation	Serviced Lot
Mt. Peak SUD	12-inch line	11/18/2025	1B

**NOTICE REQUIREMENTS (if applicable):**

NEWSPAPER	WEBSITE	CERTIFIED MAIL
Waxahachie Sun; 12/03, 12/10, 12/17	12/01	December 1, 2025 – One (1) Notice

**ANALYSIS:**  
Staff reviewed this replat on December 2, 2025, and recommends **approval of this replat, subject to the following eighteen (18) conditions:**

- Applicant Comments:**
1. Provide a completed and signed plat application from Diane M. Cobbs.
  2. Provide fee payment of \$25.00 for filing of the second plat page.
  3. Provide a copy of the deed for proof of ownership for Lot 1, Rhea Place.

### **Surveyor Comments:**

1. This property is located partially within the extraterritorial jurisdiction (ETJ) of the City of Maypearl. Update the written property description, title block, to reflect the replat's updated name, Cobb's Place Lot 1B, Block A.
2. Add the recorded ownership information to the written property description for Lot 1 of Rhea Place.
3. Update Armstrong Road to North Armstrong Road within the written property description and plat drawing.
4. Update the ownership information for Cari Lynn Rucker within the written property description and plat drawing.
5. The following call within the written property description does not match the plat drawing: "...passing at a distance of 510.10 feet to a ½" iron rod with cap stamped "RPLS 4480" found for the southwest corner of said Lot 1, RCC Addition...". Review and revise.
6. Label the iron rod set for the southwest corner of said Lot 1, Rhea Place on the plat drawing.
7. Label the front building line setback measurement for Lot 1B.
8. Update the side utility and drainage easements to be 10 feet for Lot 1A.
9. According to Ellis County's Master Thoroughfare, North Armstrong Road is classified as a minor arterial road. Fifty (50) feet of right-of-way dedication measured at the centerline of North Armstrong Road is required for Lot 1B. Please update the plat.
10. Add deed calls and original plat calls to the plat drawing that differ from the ground calls of this replat.
11. Update Maron Rd to Marion Rd within the vicinity map.
12. Please confirm that the orientation of the north arrow on the plat drawing is correct and update if necessary.
13. Update the dates within the signature blocks and notary statements on Page 2 to year 2026.
14. Label the location of the existing well on the plat drawing.
15. Revise the plat drawing, and contents of the replat to reflect Lot 1B only.



Name: **Cobbs Place Replat**  
Case Number:  
Parcel ID: **259023**

Department of Development  
Case Location Map  
Date Printed: **12/19/2025**



<b>Cases</b>	<b>County Line</b>
	<b>Parcels</b>

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

Coordinate System: . Projection: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Units: Foot US

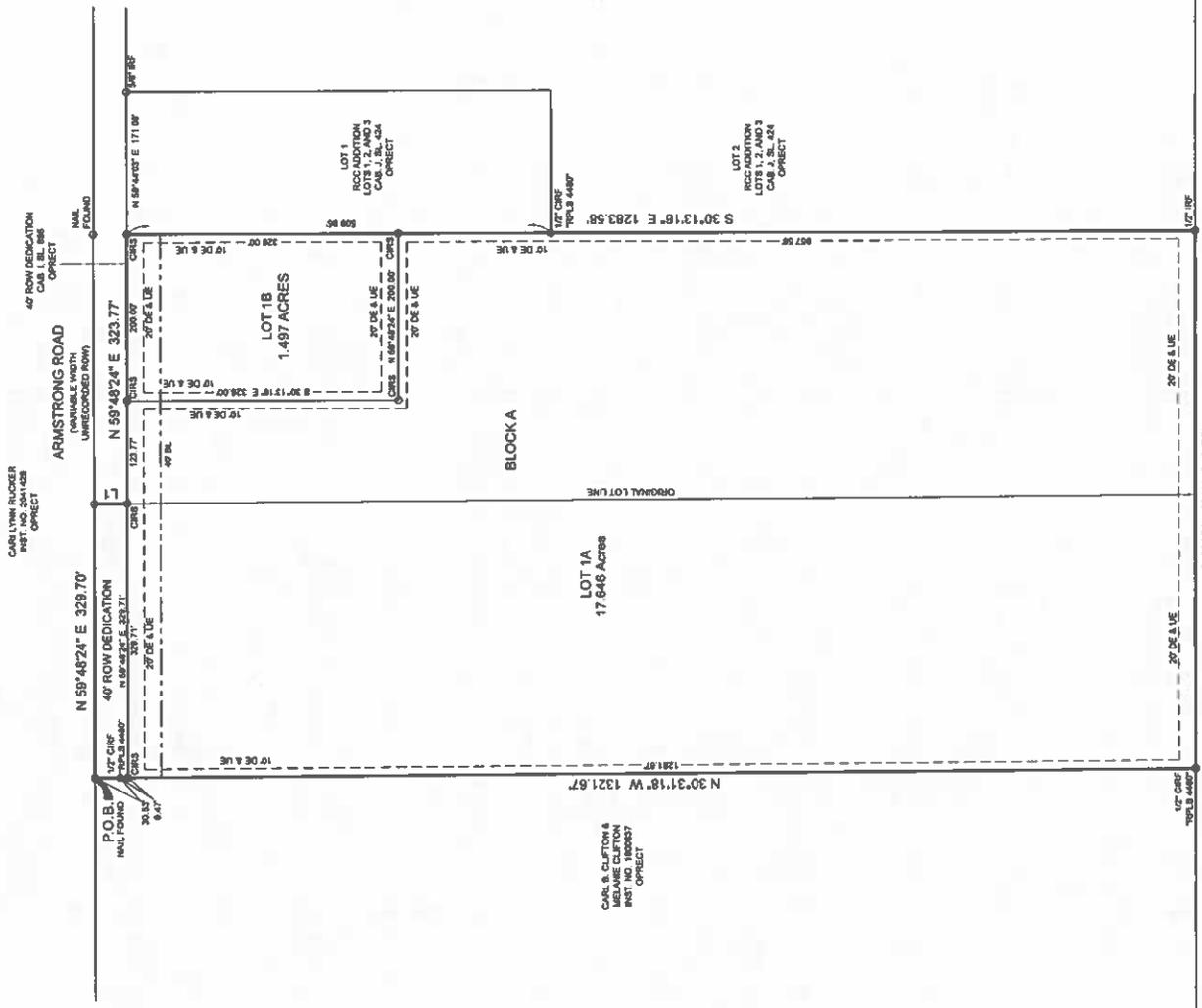




REPLAT  
**COBBS PLACE  
 LOTS 1A & 1B BLOCK A**

18.445 ACRES  
 BEING A REPLAT OF LOT 1, RHEA PLACE  
 CABINET I, SLIDE 695  
 OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS  
 T. TAYLOR SURVEY, ABSTRACT NO. 1084,  
 ELLIS COUNTY, TEXAS  
 2 RESIDENTIAL LOTS

JULY 2025  
 JOB NO 18910  
 PAGE 1 OF 2



CARLYNN RUCKER  
 INST. NO. 2041428  
 O.P.R.C.T.

40' ROW DEDICATION  
 CAB. I, SL. 695  
 O.P.R.C.T.

ARMSTRONG ROAD  
 UNRECORDED ROW  
 UNAVAILABLE WIDTH

N 59°48'24" E 323.77'

N 59°48'24" E 329.70'

P.O.B.  
 MAIL FOUND

LOT 1B  
 1.487 ACRES

LOT 1A  
 17.646 ACRES

LOT 1  
 18.445 ACRES

BLOCK A

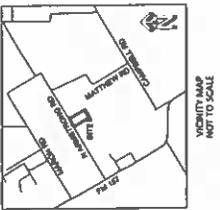
CARL S. CLIFTON &  
 MELANIE CLIFTON  
 INST. NO. 1800837  
 O.P.R.C.T.

LOT 2  
 1.2 AND 3  
 CAB. 2, SL. 524  
 O.P.R.C.T.

SURVEYOR:  
 TEXAS REALTY CAPTURE &  
 SURVEYING, L.L.C.  
 810 BOJISSE  
 WAXAHACHIE, TEXAS 75168  
 TEL: 972.311.1111  
 TEXAS REG. NO. 11184308

OWNER:  
 LARRY A. COBBE &  
 LINDA M. COBBE  
 660 N. ARMSTRONG ROAD  
 VENUS, TX 75094  
 714.790.3881

RAY LYNN CAMPBELL  
 VOL. 258, PG. 1793  
 O.P.R.C.T.



**NOTE:**  
 BEARING BASIS FOR THIS SURVEY IS TEXAS COORDINATE SYSTEM, NORTH  
 CENTRAL ZONE 4502. HAD 80 PER GPS OBSERVATIONS  
 THE SUBJECT PROPERTY LIES WITHIN ZONE "C" - DEFINED AS "AREAS  
 DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"  
 ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 881300000F,  
 WHICH WAS PREPARED AND PUBLISHED BY THE FEDERAL EMERGENCY  
 MANAGEMENT AGENCY.  
 ALL LOTS SHALL BE SERVICED BY AN ON-LINE SEWAGE FACILITY SYSTEM  
 FOR RESIDENTIAL USE. AN ON-SITE EVALUATION SHALL BE PERFORMED BY A  
 REGISTERED ENGINEER AND/OR A REGISTERED SANITARIAN.

**LEGEND**  
 CRS = 68 IRON ROD WITH YELLOW PLASTIC CAP STAMPED "TRICOP SET"  
 IRF = IRON ROD FOUND  
 PND = FOUND  
 O.P.R.C.T. = OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS  
 S.L. = SURVEYOR'S EASEMENT & UTILITY easement  
 B.L. = BUILDING LINE







**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

December 2, 2025

Larry A Cobbs  
550 N Armstrong Rd  
Venus, TX 76084

**Re: Plat Application Submission Action for Cobbs Place Lots 1A & 1B, Block A, Replat (Parcel No. 259023 & 313161)**

The Department of Development (DoD) received your application for a replat of Cobbs Place Lots 1A & 1B, Block A for two (2) proposed lots consisting of ± 19.445 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. A letter from Prairielands Groundwater Conservation District (PGCD) regarding the use of the existing well for Lot 1A is required prior to the plat being filed.
2. An original and sealed 2025 tax certificate issued by the Tax Office indicating a zero-dollar balance is required prior to the plat being filed.
3. Provide a completed and signed plat application from Diane M. Cobbs.
4. Provide fee payment of \$25.00 for filing of the second plat page.
5. Provide a copy of the deed for Lot 1 of Rhea Place.

**Surveyor Comments:**

1. Please add the recorded ownership information to the written property description for Lot 1 of Rhea Place.
2. This property is located *partially* within the extraterritorial jurisdiction (ETJ) of the City of Maypearl. Update the written property description, title block, and plat accordingly.
3. Update Armstrong Road to North Armstrong Road within the written property description and plat drawing.
4. Update the ownership information for Cari Lynn Rucker within the written property description and plat drawing.
5. The following call within the written property description does not match the plat drawing: "...passing at a distance of 510.10 feet to a ½" iron rod with cap stamped "RPLS 4480" found for the southwest corner of said Lot 1, RCC Addition...". Review and update accordingly.
6. Label the iron rod set for the southwest corner of said Lot 1, Rhea Place on the plat drawing.
7. Add the deed record and plat calls to the plat drawing.
8. Update Maron Rd to Marion Rd within the vicinity map.
9. Please confirm the orientation of the north arrow on the plat drawing is correct and update if necessary.
10. Label the front building line setback measurement for Lot 1B.
11. Update the side utility and drainage easements to be 10 feet for Lot 1A.
12. Update the dates within the signature blocks on Page 2 to accommodate for 2026.

13. According to Ellis County's Master Thoroughfare, North Armstrong Road is classified as a minor arterial road. A total of fifty (50) feet of right-of-way dedication measured at the centerline of North Armstrong Road is required for Lots 1A & 1B by this replat. Please update the plat accordingly.
14. Label the location of the existing well on the plat drawing.
15. Add the following two (2) statements to the owner's certificate:
  - Lot 1A of Cobbs Place will use groundwater as the source of water supply. Each lot utilizing groundwater as the source of water supply shall adhere to requirements of the Prairielands Groundwater Conservation District and maintain their well registration.
  - In the event the property is further divided, conveyed in part, or sold, or in the event a portion of the property is dedicated to public right of way or easement, the well owner must retain ownership of the acreage or groundwater rights necessary to maintain compliance with the tract size and spacing requirements of the District Rules for a well registration or permit with the District to remain valid.

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) and the TLGC §232.001, the ensuing step is formal approval from the Ellis County Commissioners' Court. Based on this information, this replat application request is tentatively scheduled for court action on **January 6th, 2026**.

Please contact me if there are 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>		January 6, 2026	
<b>REPORTING DEPARTMENT:</b> Department of Development (DoD)			
<b>AGENDA TYPE</b>	<b>Estates of Hidden Creek Performance Bond Acceptance Pct. No. 4 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 accept the performance bond for the northern portion of the Estates of Hidden Creek subdivision. The ± 44.50-acre site is located ± 1,335 feet north of the intersection of the northern portion of Stonebriar Drive and FM 387, 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:**

North of Westgrove Ln.

**APPLICANT(s):**

J & K Excavation, LLC

**ATTACHMENTS:**

- 1) Location Map
- 2) Performance Bond
- 3) Draft Order w/Exhibits

**STAFF RECOMMENDATION:**

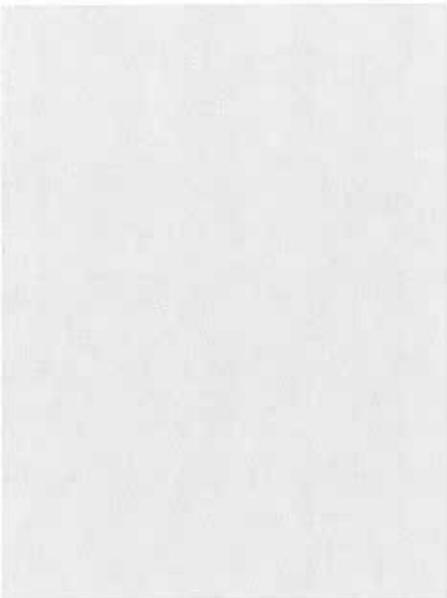
- Approved, as presented**
- Approved w/ conditions  
(See Analysis section)

**PROPOSAL & BACKGROUND INFORMATION:**

- The applicant requests that the County accept the following Performance Bond for the construction of the northern portion Estates of Hidden Creek:
  - **Bond No. GM255332-** in the amount of one million two hundred nineteen thousand four hundred twenty-seven dollars & 50/100 (\$1,219,427.50) issued by Great Midwest Insurance Company.
- The Commissioners' Court approved the final plat consisting of 67 lots for residential use and three (3) open space lots maintained by the HOA on November 3, 2020.
- The civil plans for the Estates of Hidden Creek were approved by the County Engineer's Office during the summer of 2020.
- This subdivision was originally intended to be finished in 1 phase, but due to the rising cost of construction, only the southern half of the subdivision has been completed. This bond is to construct the northern portion of the subdivision, completing this subdivision.
- Once the infrastructure is completed for the following streets within the subdivision, a maintenance bond will be forthcoming for acceptance. Streets to be completed during construction of the northern portion of the Estates of Hidden Creek are:
  - Stonebriar Lane - ± 1,236 ft.
  - Mill Run Lane - ± 1, 218 ft.
  - Stonebrook Court - ± 537 ft.
  - Westgrove Lane - ± 189 ft.

**FINAL ANALYSIS:**

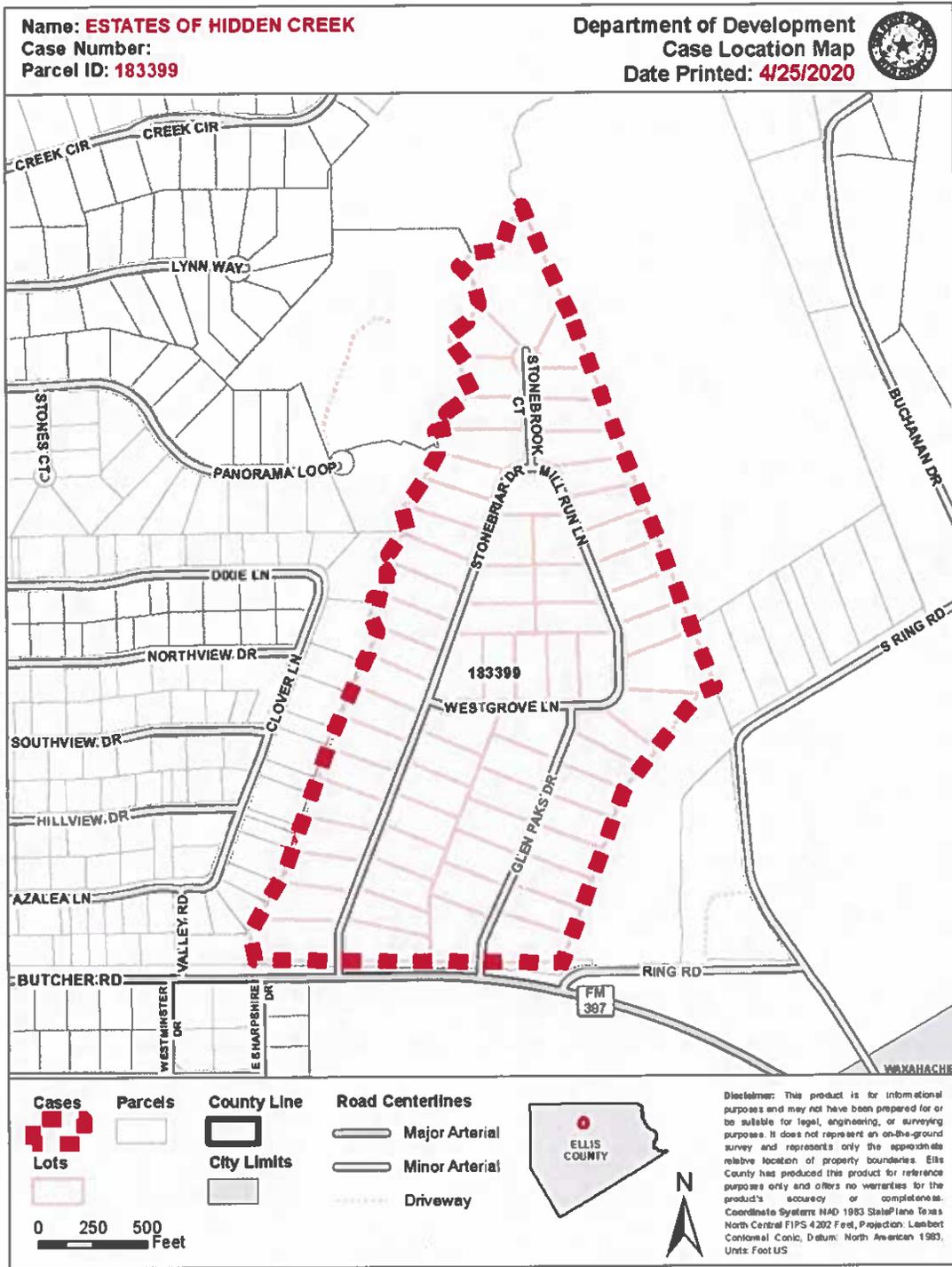
Section VII (A) (2) (Performance Guarantees) of the Subdivision and Development Regulations states the bond or letter of credit amount shall be equal to one hundred percent (100%) of all contracts, agreements, and bids to construct roads, streets, street signs, underground utilities, required drainage 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 bond meets the requirements as outlined in Section VII (A) (2) (Performance Guarantees) of the Subdivision and Development Regulations:

- **Bond No. GM255332** - in the amount of one million two hundred nineteen thousand four hundred twenty-seven dollars & 50/100 (\$1,219,427.50) issued by Great Midwest Insurance Company.



Agenda Item No. 1.3 – Estates of Hidden Creek Phase 2 Performance Bond Acceptance

*Report Authored by:* Sara Garcia – Assistant Director

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

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

On this 6<sup>th</sup> day of January 2026, 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,  
 ACCEPTING THE PERFORMANCE LETTER OF CREDIT (EXHIBIT A) FOR THE  
 CONSTRUCTION OF THE NORTHERN PORTION OF THE ESTATES OF HIDDEN  
 CREEK AS SHOWN IN EXHIBIT B. THE ± 44.50-ACRE SITE IS LOCATED ± 1,335  
 FEET NORTH OF THE INTERSECTION OF THE NORTHERN PORTION OF  
 STONEBRIAR DRIVE AND FM 387, 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 PERFORMANCE BOND**

The Commissioners' Court finds that the proposed bonds satisfy the criteria outlined in Section VII of the adopted Development Regulations and hereby approves the following performance bond for the completion of the northern portion of the Estates of Hidden Creek:

**Bond No.GM255332** - in the amount of one million, two hundred nineteen thousand four hundred twenty-seven dollars & 50/100 (\$1,219,427.50) issued by Great Midwest Insurance Company.

**SECTION 2. CONFLICTS.**

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

**SECTION 3. SEVERABILITY CLAUSE**

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

**SECTION 4. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, ON THIS DAY THE 6<sup>th</sup> DAY OF JANUARY 2026.**

\_\_\_\_\_  
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

Bond No. GM255332

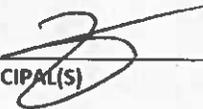
**PERFORMANCE BOND**

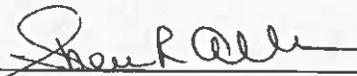
THAT, J&K Excavation, LLC, (hereinafter called the Principal), as Principal, and, Great Midwest Insurance Company, (hereinafter called the Surety), a corporation organized under the laws of the State of Texas licensed to do business in the State of Texas and admitted to write bonds, as Surety, in the State of Texas, are held and firmly bound unto Judge Todd Little, Ellis County Judge, or their successor(s) in office (hereinafter called the Oblige), in the amount of One million two hundred nineteen thousand four hundred twenty seven & 50/100 Dollars (USD) (\$1,219,427.50), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that the roads and streets and drainage requirements for the subdivision known as Estates of Hidden Creek-Phase II shall be constructed by Principal in accordance with the specifications and standards adopted by the Ellis County Commissioners' Court and within the time set by the Court, which is two (2) years from the below date of execution of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal and Surety, have signed and sealed this instrument this the 17th day of October, 2025.

  
\_\_\_\_\_  
PRINCIPAL(S)

  
\_\_\_\_\_  
SURETY

\_\_\_\_\_  
PRINTED NAME

Sheri R Allen  
\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Attorney-in-Fact  
\_\_\_\_\_  
TITLE

SEAL



46.807128 32.464001 Author: rebecca.charles 015@co.ellis.tx.us Date Printed: 4/25/2020 O:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\00D Case Location.mxd

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		January 6, 2026	
<b>REPORTING DEPARTMENT:</b> <i>Department of Development (DoD)</i>			
<b>AGENDA TYPE</b> <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>Variance Request for PID No. 274632, 183403</b> <b>(proposed The Trails at Hidden Creek subdivision)</b> <b>Pct. No 4</b> <b>AGENDA ITEM NO. 1.4</b>		

**CAPTION:**  
 Discussion, consideration, and action upon variance requests for Parcel ID No. 274632 and 183403 – (proposed the Trails at Hidden Creek development) from Volume III, Section IV (D) of the Standard Construction Details to waive the required cement stabilized flexbase. The ± 65.892-acre site is located ± 830 feet southwest of the intersection of Buchanan Drive and South Ring Road, Waxahachie, Road and Bridge Precinct No. 4.

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

**APPLICANT:**  
 Owners Erik Barnard, Kyle Beller, Jonathan & Lindsay Jo Markert  
 Hunter Glass, Representative

**ATTACHMENTS:**  
 1) Location Map  
 2) Applicant Letter of Request

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

**PROPOSAL & BACKGROUND INFORMATION:**

- The applicant seeks a variance to waive the required 6-inch cement stabilized flexbase found in Volume III, Section IV (D) of the Standard Construction Details, which the Commissioners Court adopted and became effective on September 1, 2023.
  - Their request seeks to instead adhere to the County’s pre-September 2023 standards consisting of six (6) inches of lime stabilization and six (6) inches of concrete.
  - The applicant has indicated that they would be willing to consider gating the subdivision if the Court approves this request.
- An additional variance was listed on the initial public notice mailing regarding the paved section width. The notice indicated that the applicant wishes to reduce the paved section by 1 ft.
  - Upon further research, staff discovered that the applicant must apply for a variance through the City of Waxahachie for the 80 x 520’ section of proposed right-of-way in accordance with the current interlocal agreement. No action is required by Court regarding this request.
- A preliminary plat consisting of 51 residential lots was approved by Commissioners’ Court on March 18, 2025 (Minute Order No. 264.25).
- The soils report originally accompanying the variance request contained technical errors, prompting the applicant to request that the Commissioners’ Court table this item until their next meeting (January 6, 2026).

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

DATE OF NOTIFICATION	NO. OF LETTERS
12/23/2025	Eighteen (18) letters

The previous notices sent on 11/26/2025 generated three (3) opposition letters from surrounding property owners. These letters still apply.

**PERTINENT REGULATION(s):**

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

Relief Sought From:	County Development Standard:	Applicant's Request:	Difference:
Required cement-stabilized flexbase	"Compacted cement stabilized flexbase shall be required below the concrete surface..."; 6-inch requirement  - Vol. III, Sec. IV (D)	Not requiring cement-stabilized flexbase, based on existing soil conditions & geotechnical report.	Not providing the 6-inch compacted cement stabilized flexbase as required by the County.

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

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

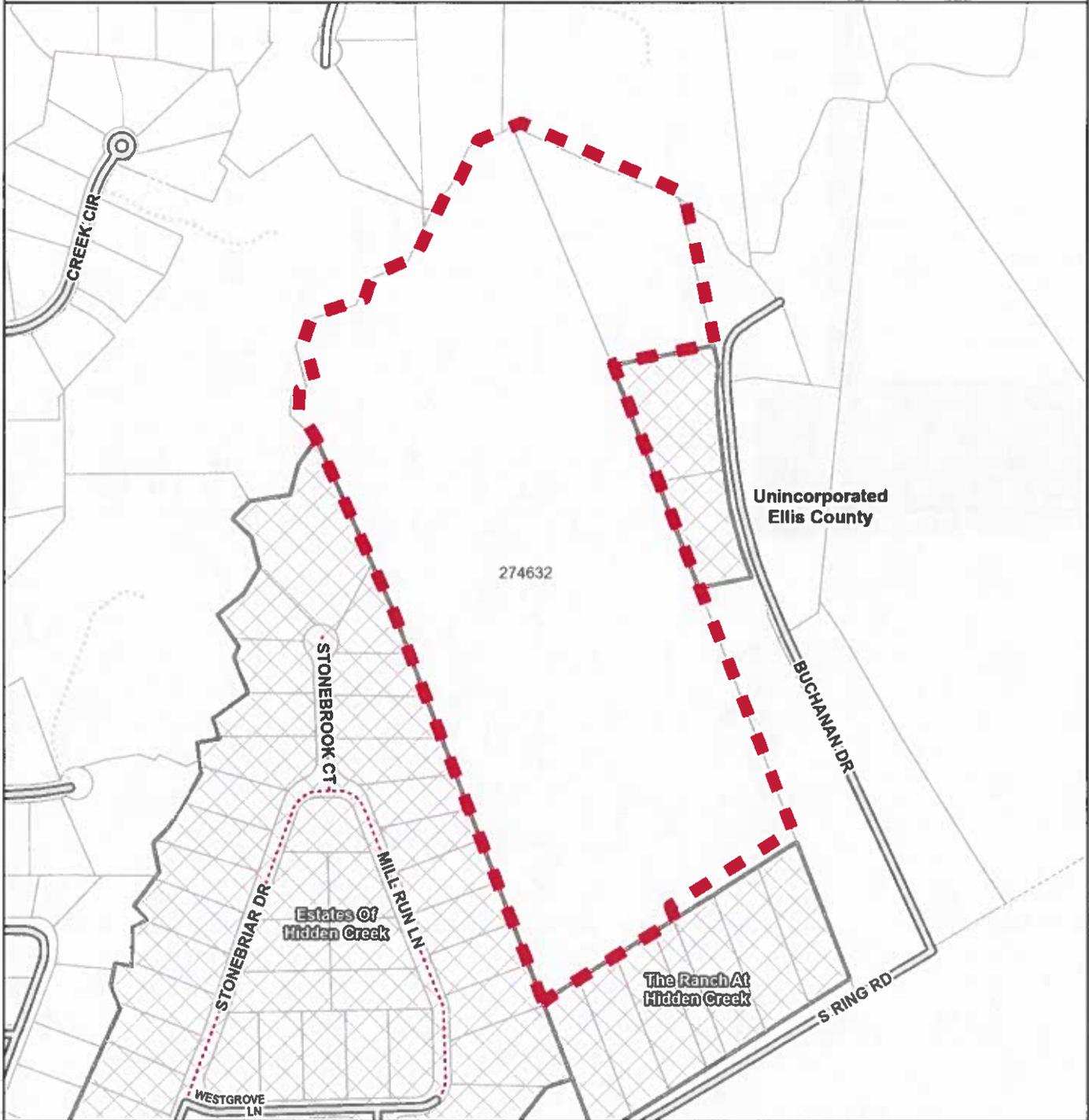
**ANALYSIS:**

At the time of submission of this report, the updated soils report has not been received by the Department of Development. Once the updated soils report has been reviewed, a supplemental report will be submitted with the staff's findings, including any communication received from the public, and an updated staff recommendation.



Name: **The Trails at Hidden Creek**  
 Case Number:  
 Parcel ID: **274632, 183403**

Department of Development  
 Case Location Map  
 Date Printed: **4/23/2025**



**Cases**



**Defined Areas**



**County Line**



**Parcels**



**Road Centerlines**



Minor Arterial



Driveway



Under Construction

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

**Coordinate System:** Projection: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet Units: Foot US



ELLIS COUNTY





# **Variance Request**

Vernon Jack Developments, LLC is requesting a variance to the road requirements for The Trails at Hidden Creek development. We should not have to install the extra 12 inches of subgrade because more than 60% of the property has exposed limestone and the other 40% has limestone less than a foot deep. There would be no point in digging up limestone to put down a lesser quality material for road strength.

Another option we would like to explore would be gating the neighborhood. If the neighborhood is gated, hopefully the county will allow a variance to stay with the old road standard and not have to install the unnecessary subgrade.

-Hunter Glass

3.1

# COMMISSIONERS COURT MEETING AGENDA REQUEST

The Commissioners Court meets in regular session at 2:00pm every other Tuesday. Special sessions may be scheduled as needed to conduct County business. Meetings are held in the Commissioner's Courtroom, located on the 2nd floor of the Historic Courthouse at 101 West Main Street - Waxahachie, Texas.

**Agenda requests and all supporting documentation must be submitted by 12:00pm (noon) on the Monday of the week prior to the Commissioners Court meeting, unless otherwise noted.**

This deadline ensures adequate time to prepare the agenda.

**Please fill out this form completely:**

SUBMISSION DATE: 12/26/2025

PREFERRED DATE TO BE PLACED ON AGENDA: 1/6/2026

NAME: Zach Gerich PHONE: 972 825 5111

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

DEPARTMENT OR ASSOCIATION: Engineering

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

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

**Discussion, consideration, and action to execute a contract with Kimley-Horn and Associates to perform services on the Drainage Master Plan for Ellis County Engineering Department.**

SUPPORTING DOCUMENT(S) ATTACHED? Yes:  No:

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

**\*All agreements, contracts, and other instruments that legally bind the County must be reviewed and approved as to form and content by the County Attorney before they are submitted to the County Judge for placement on the Commissioners Court agenda.**

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered by and between ELLIS COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina Corporation, hereinafter referred to as "Firm", to be effective from and after the date as provided herein.

### WITNESSETH:

**WHEREAS**, the County desires to engage the services of the Firm to provide professional engineering services as needed for various County projects.

**WHEREAS**, the Firm desires to render such services for the County upon the terms and conditions provided herein.

### NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

#### **I. Retention of the Firm**

The County hereby agrees to retain the Firm to perform professional engineering services; Firm agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

#### **II. Scope of Services**

The parties agree that Firm shall perform such services set forth and described on Scope of Work - Exhibit "A", on an as needed basis. Work shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written amendments may be authorized from time to time by the County.

#### **III. Schedule of Services**

The Firm agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County. Firm shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Firm shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### **IV. Compensation and Method of Payment**

The parties agree that Firm/Individual shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Rate Schedule attached hereto as

Exhibit "C" and thereby made a part of this Agreement. Firm further agrees that it will prepare and present such monthly progress reports and itemized statements per the Rate Schedule described in said Exhibit "C". Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Firm further agrees to the following terms prior to payment being due by County: Payment of each invoice will be due within 30 days of receipt, or as required by law.

#### **V. Information to be provided by the County**

The County agrees to furnish to Firm, prior to the Firm's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

#### **VI. Meetings**

In addition to providing the progress reports as required under Paragraph IV herein above, Firm agrees to attend all regularly scheduled meetings and other meetings, as may be required in the Exhibit "A". Firm shall, at such meetings, outline work accomplished and special problems or delays encountered during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period.

#### **VII. Professional Liability Insurance**

Firm agrees to meet all insurance requirements as set forth on Exhibit "E" which is attached hereto and thereby made a part of this Agreement.

#### **VIII. Indemnity**

The Firm shall indemnify and save harmless Ellis County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property to the extent that the injuries or damages are caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or the indemnitor's agent, employee, subcontractor or supplier of the surveyor in the execution of, or performance under this contract which may result from award. Firm shall pay any judgment with cost which may be obtained against Ellis County and participating entities proportional to such injury or damages caused by the Firm's negligence. The Firm is not obligated to indemnify the County in any manner whatsoever for the County's own negligence.

#### **IX. Independent Contractor**

In the performance of services hereunder, the Firm shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

#### **X. Assignment and Subletting**

The Firm agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Firm further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Firm from its full obligations to the County as provided by this Agreement.

#### **XI. Audits and Records/Prohibited Interest**

The Firm agrees that at any time during normal business hours, and as often as County may deem necessary, Firm shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

The Firm agrees that it is aware of the conflict of interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Firm shall execute the Affidavit shown in Exhibit "F". Firm understands and agrees that the existence of a conflict of interest during the term of this Agreement will render the agreement voidable.

#### **XII. Contract Termination**

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Firm / Individual. In the event of such termination without cause, Firm shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Firm in connection with this Agreement. Firm shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Firm shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

#### **XIII. Ownership of Documents**

Original documents created by Firm are the property of the Firm / Individual; however, the Project is the property of the County, and Firm may not use the drawings and specifications therefore for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of documents as County may reasonably require. Upon completion of the services or any earlier termination of this Agreement under Article XII, Firm will promptly furnish the County with all documents related to the services performed under this agreement. Any reuse will be at the County's sole risk and without liability or legal exposure to Firm.

#### **XIV. Complete Contract**

This Agreement, including the exhibits hereto numbered "A" through "F", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

**XV. Mailing of Notices**

Unless instructed otherwise in writing, Firm agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

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

County agrees that all notices or communications to Firm permitted or required under this Agreement shall be addressed to Firm at the following address:

Kimley-Horn and Associates, Inc.  
Attn: Misty Christian  
801 Cherry Street,  
Unit 11, Suite 1300,  
Fort Worth, TX 76102

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

**XVI. Miscellaneous**

**A. Paragraph Headings**

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

**B. Interpret Contract Fairly**

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

**C. Venue/Governing Law**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Ellis County, Texas. The venue for any litigation related to this Agreement shall be in Ellis County, Texas.

**D. Parties Bound**

County and Firm , and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

**E. Severability**

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

**F. Effective Date**

This Agreement shall be effective from and after execution by both parties hereto.

**G. Term of Agreement**

The term of Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Firm.

**H. Observe and Comply**

Firm shall at all times observe and exercise the standard of care to comply with all applicable and published federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Firm agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

**I. Expenses for Enforcement**

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

**J.** The Firm shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Firm have any authority or responsibility to stop or direct the work of any contractor.

Ellis County Drainage Master Plan-Phase 1

**WITNESS OUR HANDS AND SEALS** on the date indicated below.

ELLIS COUNTY, TEXAS

Date: \_\_\_\_\_

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

\_\_\_\_\_

KIMLEY-HORN AND ASSOCIATES, INC.

Date: December 10, 2025

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

Title: Regional Contract Lead

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **INTRODUCTION**

Ellis County (TX) desires to develop a Master Drainage Plan for the County. The Master Drainage Plan will be prepared in phases in order to adhere to allocated budgets for the project. The first phase will be performed on the South Prong. The project will consist of collecting available drainage and flood studies and preparing an existing conditions floodplain map reflecting existing and ultimate hydrologic conditions. As the budget permits, once the existing/ultimate floodplain mapping and water surface elevations are known, the Firm will develop mitigation measures to address flooding structures/roadway crossings. This Task Order contract will allow for the scope and budgets to be reallocated and adjusted based upon the available studies collected and the results of the existing conditions analysis. The anticipated scope of services is outlined below in more detail.

#### **SCOPE OF SERVICES**

The Firm anticipates performing the following services as part of this Scope:

##### **Task 1: Existing Conditions Analysis**

- Collect relevant LIDAR, parcel data, street, jurisdictional boundaries and other GIS files to develop an existing conditions workmap
- Collect relevant flood studies from the County and FEMA
- Review the flood studies provided to determine what aspects of the modeling and flood study can be used to assist with the existing conditions analysis
- Meet with the County to discuss any questions, discrepancies and missing data within the flood studies.
- Determine the level of effort associated to develop a comprehensive watershed hydrologic analysis for the watershed.
- Prepare an existing conditions model for the watershed (HMS). The model will be based upon Atlas 14. Existing conditions will be based upon constructed improvements as of December 2025. Upstream detention will not be taken into account. The analysis will include the 100-year design storm.
- The Firm and the County will discuss the results of the hydrologic analysis. An exhibit will be prepared to show the flow change locations and 100-year existing flows.
- Once the hydrologic assumptions and results are approved by the County, the Firm will prepare a hydraulic conditions study for the watershed. The analysis will include reviewing the available flood study hydraulic models and determine the missing data and/or what information can be used to develop a comprehensive hydraulic analysis. The Firm will use LIDAR to supplement missing cross sectional information to include in the HEC-RAS model.
- The Firm will determine the 100-year existing conditions floodplain mapping. An exhibit will be prepared to determine the 100-year existing floodplain.

##### **Task 2: Ultimate Conditions Analysis**

- Create an ultimate conditions workmap and base file exhibit.
- Prepare a ultimate conditions model for the watershed (HMS). The model will be based upon Atlas 14. Upstream detention will not be taken into account. The analysis will include the 100-year design storm. For the ultimate conditions, the Firm and the County will discuss future land use assumptions to include in the analysis.
- The Firm and the County will discuss the results of the hydrologic analysis. An exhibit will be prepared to show the flow change locations and 100-year ultimate flows.

## Ellis County Drainage Master Plan-Phase 1

- Once the hydrologic assumptions and results are approved by the County, the Firm will prepare a hydraulic conditions study for the watershed (HEC-RAS).
- The Firm will determine the 100-year ultimate conditions floodplain mapping. An exhibit will be prepared to determine the 100-year ultimate floodplain on an aerial.
- The Firm will meet with the County to discuss the results of the hydraulic study and calibrate the model based upon historical drainage complaints and known flooding areas.
- The Firm will provide the hydrologic and hydraulic workmaps to the County, as well as the HEC-RAS model.

### Task 3: Mitigation Alternatives

The Firm will meet with the County to discuss potential mitigation alternatives for the flooding areas discussed in Task 2. It is unknown at the time of this proposal how many mitigation alternatives will be evaluated, therefore, an approximate budget is allocated towards this Task.

**EXHIBIT "B"**

**PROJECT SCHEDULE**

It is anticipated Task 1 and Task 2 will take approximately six (6) months to complete. The schedule for Task 3 will be determined during the project.

**EXHIBIT "C"**

**Schedule of Rates and Expenses**

Services under this agreement will be performed on a Task Order basis. The County will request services for each Task Order. The Firm will then prepare scope, fee and schedule as necessary to perform the services requested for each Task Order.

Each Task Order shall include Scope for Services as Attachment "A". This scope will outline tasks required to complete the Task Order. For each task the scope shall include a detailed description of the task, outline any assumptions and list the required deliverables.

Each Task Order shall include Attachment "B" detailing the compensation for the Task Order Authorization. Compensation will be based upon hours agreed to by the County and the Firm for each Task Order Authorization. Compensation will be based on the Schedule of Rates of this agreement. Compensation for each Task Order shall be based upon agreed upon not-to-exceed fee and paid via invoiced amount. For budgeting purposes, the following tasks and associated amounts are provided. The budgets can be reallocated upon approval by the County.

The Engineer will perform the Scope of Services in Tasks 1 – 3 for the total budgeted not to exceed fee below.

Basic Services (Hourly)

Task 1 Existing Conditions Analysis	\$ 60,000
Task 2 Ultimate Conditions Analysis	\$ 35,000
Task 3 Mitigation Alternatives	\$ 30,000
<b>Total Budgeted Fee</b>	<b>\$125,000</b>

All permitting, applications, and similar project fees will be paid directly by the County.

**Kimley-Horn and Associates, Inc.  
Standard Rate Schedule  
(Hourly Rate)**

Senior Professional I	\$240 - \$265
Senior Professional II	\$180 - \$250
Professional	\$160 - \$210
Senior Technical Support	\$115 - \$190
Technical Support	\$70 - \$100
Analyst	\$105 - \$175
Support Staff	\$75 - \$115

**Effective until June 2026**

**EXHIBIT "D"**

**INFORMATION TO BE PROVIDED BY THE COUNTY**

The County will make available to Firm any and all information, data, etc. as it may have in its possession relating to any project.

**EXHIBIT "E"**

**INSURANCE REQUIREMENTS**

1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Ellis County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$1,000,000
- General Aggregate: \$2,000,000

1.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

1.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

1.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

1.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

1.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.2.1 A waiver of subrogation in favor of Ellis County, its officials, employees, volunteers and officers shall be for General Liability, Commercial Automobile Liability and Workers' Compensation.

1.2.2 The vendor's insurance coverage shall name Ellis County as additional insured under the General Liability policy.

1.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Ellis County of any decrease in the insurance coverage limits.

## Ellis County Drainage Master Plan-Phase 1

- 1.2.4 All insurance policies shall be endorsed to the effect that Ellis County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
- 1.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 1.3 All insurance shall be purchased from an insurance company that meets the following requirements:
  - 1.1.1 A financial rating of A+VII or better as assigned by the BEST Rating Company or equivalent.
- 1.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
  - 1.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - 1.4.2 Sets forth the notice of cancellation or termination to Ellis County.

**EXHIBIT "F"**

**AFFIDAVIT OF REGULATION OF CONFLICTS OF INTEREST**

The undersigned declares and affirm that during the term of this contract they will maintain compliance as defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Firm Kimley-Horn and Associates, Inc.

Title of Authority Regional Contract Lead

Signature of Authority \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS            }

COUNTY OF TARRANT    }

**BEFORE ME**, on this day personally appeared Bradley J. Hill, known to me (or proved to me on the oath of \_\_\_\_\_ or through drivers license (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public, State of Texas

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

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

# COMMISSIONERS COURT MEETING AGENDA REQUEST

3.2

The Commissioners Court meets in regular session at 2:00pm every other Tuesday. Special sessions may be scheduled as needed to conduct County business. Meetings are held in the Commissioner's Courtroom, located on the 2nd floor of the Historic Courthouse at 101 West Main Street - Waxahachie, Texas.

**Agenda requests and all supporting documentation must be submitted by 12:00pm (noon) on the Monday of the week prior to the Commissioners Court meeting, unless otherwise noted.**

This deadline ensures adequate time to prepare the agenda.

**Please fill out this form completely:**

SUBMISSION DATE: 12/26/25

PREFERRED DATE TO BE PLACED ON AGENDA: 1/6/26

NAME: John Wray PHONE: 972.825.5011

ADDRESS: 101 West Main St. Waxahachie

DEPARTMENT OR ASSOCIATION: County Judge

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

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

Admin agenda-

Discussion, consideration, and action on a recommendation from the Ellis County Court Security Committee to purchase 2 ADA compliant metal detectors in an amount not to exceed \$14,244 to be funded from the Courthouse Security Fund.

SUPPORTING DOCUMENT(S) ATTACHED? Yes:  No:

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

**\*All agreements, contracts, and other instruments that legally bind the County must be reviewed and approved as to form and content by the County Attorney before they are submitted to the County Judge for placement on the Commissioners Court agenda.**

3.3

ELLIS COUNTY COMMISSIONERS COURT		
REPORTING DEPARTMENT: DoD	Date: January 6, 2026	
<b>AGENDA TYPE:</b> <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> Workshop <input type="checkbox"/> Executive <input type="checkbox"/> Other: _____	<b>CASE TYPE:</b> <input type="checkbox"/> Amendment <input type="checkbox"/> Plat <input type="checkbox"/> Bond <input type="checkbox"/> Variance <input type="checkbox"/> Misc. <input checked="" type="checkbox"/> Other: _____	

**ADMINISTRATIVE AGENDA ITEM NO.**

**AGENDA CAPTION:**  
**Discussion, consideration, and action for a feasibility study and needs assessment with Quorum Architects, Inc. for an animal shelter, in partnership with the City of Waxahachie, in an amount not to exceed \$14,500, which is 50% of the overall cost.**

**APPLICANT(s):**  
N/A

**LOCATION:**  
N/A

**ATTACHMENTS:**  
1) Proposal & Scope

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

**BACKGROUND:**

The City of Waxahachie is engaging Quorum Architects, Inc. to perform an updated feasibility study and needs assessment for an animal shelter. As part of this effort, the City and the County are exploring the possibility of a future partnership.

This study aims to evaluate long-term operational and facility needs and explore potential regional models for animal services delivery. It will provide critical information (e.g., space programming, population growth projections, phased development options, and conceptual site layouts) to help determine whether a shared facility model could be viable and beneficial for both entities.

This scope includes stakeholder engagement, site and facility assessment, conceptual planning, and preliminary cost estimates. This work will form the basis for future planning and decision-making related to facility development and potential interlocal collaboration.

The full scope and outline of this proposal from Quorum are found in Attachment No. 1

**ANALYSIS:**

Staff recommends approval, as presented.

Full scope and proposal found on the next page.

December 22, 2025

Dustin Deel  
City of Waxahachie  
408 S. Rogers  
Waxahachie, TX 75165

RE: Waxahachie Animal Shelter  
Feasibility Study and Needs Assessment  
Quorum Number: 25044 – Revised Needs Assessment

Dear Dustin

We are pleased to respond to your request for a fee proposal for Architectural Services for the updated Ellis County / Waxahachie Animal Shelter Feasibility Study and Needs Assessment. We are available to discuss our proposal at your convenience.

**ARCHITECT'S BASIC SERVICES**

1. **Meetings:** Shelter / City/County staff meeting and animal shelter/veterinary clinic tours – Quorum will meet with the Shelter management and staff to gather information and needs of the staff to address capacity, spaces, processes, etc. We will also meet with the Development department to discuss standards, ordinances, and other development requirements that may affect design and cost.

Quorum will assist the City in formal regional coordination with other municipal animal shelters and animal service providers in Ellis County, including one-on-one meetings, a standardized survey, and documentation of findings on perceived needs in the community and interest in partnering.

2. **Needs Assessment** – Quorum will update and/or develop a comprehensive Needs Assessment to establish the building program for a new animal shelter facility serving Waxahachie and Ellis County. The Needs Assessment will define operational needs, parking requirements, and functional and spatial relationships among all program areas. The analysis will include administrative spaces and animal housing areas such as adoption, stray, impound, isolation, and quarantine. Additional spaces to be evaluated include adoption interaction and counseling areas, outdoor courtyards, animal intake areas, workrooms, medical and treatment clinic and spaces, training, meeting and conference rooms, and other ancillary spaces typical of a modern animal care facility.

Quorum will frame or theme the feasibility study around planning a right-sized, modern, and scalable Animal Services facility.

Quorum will assist the City and County in conducting an independent intake and demand analysis, using Staff-provided data as a starting point. Quorum will produce the recommended capacity projections based on information provided by the Staff for animal intake, population, and anticipated animal length of stay time at each facility.

Quorum will develop multiple facility scenarios, including:

1. **City of Waxahachie only:** A facility that includes all functions and operations necessary to service the City of Waxahachie, consolidated within a single building. This option should include a clearly defined plan for scalability, outlining how the facility could expand over time as service demands increase, including future kennel, medical, or support space additions.
2. **City of Waxahachie Plus Limited Partners:** A facility designed to serve the City of Waxahachie while accommodating additional animal intake from limited partner jurisdictions. This option should demonstrate a scalable design approach, with core shelter operations sized to support future expansion.

3. **City of Waxahachie and Ellis County with Regional Medical Surgical Clinic:** A facility developed through a partnership between the City of Waxahachie and Ellis County that includes a centralized medical and surgical clinic. The clinic would support shelter operations for the multiple cities and may include a public-facing component, such as a spay and neuter clinic, as part of a regional service model.
3. **Conceptual Design** – Quorum will analyze up to two (2) site locations provided by City of Waxahachie / Ellis County and provide up to two (2) floor plan and site plan options. The Site plans shall address primary elements such as location, access, parking requirements, flood plain, and general building code and local ordinances. It is our understanding that civil engineering will not be necessary at this concept development phase. In addition to the concept site and floor plans, Quorum will include a preliminary conceptual design for the exterior of the building and provide up to two (2) exterior renderings.
4. **Opinion of Probable Cost** – Quorum will provide an opinion of probable cost for the Project. This information will be developed by Quorum as an estimate to be used for budgetary purposes. It will utilize related unit costs for similarly constructed facilities using square foot costing methods. The Opinion of Probable Cost will include escalation for construction cost & total project cost, identify major cost drivers, and flag areas where future design refinements could impact cost.

Quorum will assist the staff in a high-level governance and cost-sharing framework, outlining potential management structures and phased regional concepts. Staff will provide the high-level information for Quorum to include in the presentation package.

5. **Renderings** – Quorum will produce colored renderings of the floor plan, site plan, and three-dimensional elevations to demonstrate the exterior elevations of an example of what the building could look like.

## COMPENSATION

1. Compensation for Basic Architectural Services as described herein is proposed to be a lump sum fee of **Twenty-Eight Thousand dollars (\$28,000)**, plus **reimbursable costs estimated at \$1,000** for direct expenses such as printing, reproductions, mileage, and other travel-related expenses.
2. Late payments: Accounts unpaid 30 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance.
3. Additional Services – If there is a request to expand the scope of Basic Services, or to include Additional Services in the future, the fee will be negotiated based on the specific scope. Additional Services work shall not be completed until approved by the Client.

## CLIENT RESPONSIBILITIES

1. If there are public meetings for citizen input for the new facility, the staff will conduct such meetings or facilitate citizen's surveys, if necessary, to gather input from the community.
2. Additionally, the City, through the City of Waxahachie's Project Manager, will meet with other relevant city departments, as needed, for development and review of the concept plans to coordinate infrastructure availability, zoning, development issues, codes, and ordinances. This will be communicated to Quorum during development of the Concept site Plans.
3. Owner shall provide Quorum Architects with pertinent documents, at the request of the Architect, including Geotechnical Reports, Surveys, existing drawings, plans, etc. or information that may be useful to the Architect in preparation of the concept site plan and Documents. It is understood through recent discussions with the City that since this land is part of the City's development, the City will provide nearby geotechnical data as well as a boundary and topo survey for use in general concept site plan development. We also understand that a Traffic Impact Study or TIA will not be required.

## ADDITIONAL INFORMATION

1. Quorum Architects, Inc. will provide the Owner with architectural services as required and agreed upon for satisfactory and normal completion of this project. The Architect shall exercise usual and customary professional

# Quorum

ARCHITECTURE · INTERIOR DESIGN

care in his efforts to comply with those laws, codes, ordinances, and regulations, which are in effect as of the date of this agreement.

2. The Architect and its Consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site. The Owner shall obtain a hazardous material evaluation prior to beginning any demolition or construction on site.

Should you have any questions or additional concerns, please feel free to contact us at your convenience. Thank you for trusting Quorum Architects, Inc. to assist you in this endeavor.



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Kim Dowdy-Hickman  
Quorum Architects, Inc.

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Authorized Signature  
City of Waxahachie

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Authorized Signature  
Ellis County