

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 10.22.24 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Krystal Valdez

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 10.29.24

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

1. Approval of Commissioners' Court regular meeting minutes from October 15, 2024.

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – OCTOBER 15, 2024

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, OCTOBER 15, 2024, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2ND FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

MEMBERS PRESENT:

COUNTY JUDGE TODD LITTLE

COUNTY CLERK: KRYSTAL VALDEZ

COMMISSIONERS:

PRECINCT 1 COMMISSIONER RANDY STINSON

PRECINCT 2 COMMISSIONER LANE GRAYSON

PRECINCT 3 COMMISSIONER LOUIS PONDER

PRECINCT 4 COMMISSIONER KYLE BUTLER

OPENING COURT:

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

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

INVOCATION AND PLEDGE OF ALLEGIANCE: *PRECINCT 4 COMMISSIONER KYLE BUTLER*

RECOGNITIONS:

R.1 RECOGNITION OF ENGINEER TED KANTOR FOR HIS SERVICE TO ELLIS COUNTY.

CONSENT AGENDA: MINUTE ORDER 471.24

ADMINISTRATIVE:

A.1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*

A.2 APPROVING OF COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM OCTOBER 1, 2024. –
COUNTY CLERK KRYSTAL VALDEZ

A.3 ACCEPTING OF THE JUSTICE OF THE PEACE, PRECINCT 1 MONTHLY REPORT FOR SEPTEMBER 2024,
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *CHRIS MACON, JP PCT. 1*

A.4 ACCEPTING OF THE JUSTICE OF THE PEACE, PRECINCT 4 MONTHLY REPORT FOR SEPTEMBER 2024,
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *MIKE MCKENNA, JP PCT. 4*

A.5 APPROVING OF THE DEPARTMENT OF DEVELOPMENT'S (DOD) MONTHLY FINANCIAL REPORT FOR
SEPTEMBER 2024, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – *DOD DIRECTOR ALBERTO
MARES*

A.6 APPROVING OF A BUDGET-NEUTRAL CORRECTION TO DISPATCHER AND DISPATCHER SUPERVISOR STEP PLAN
SALARIES TO REFLECT INTENDED SALARY DISTRIBUTIONS. – *CHIEF OF STAFF RYAN GARRETT*

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

REGULAR AGENDA – DISCUSSION, CONSIDERATION AND ACTION:

DEPARTMENT OF DEVELOPMENT

MINUTE ORDER 472.24 (1.1) APPROVING TO ACCEPT A PERFORMANCE BOND FOR THE PROPOSED JEWEL ESTATES. THE ± 15.318-ACRE SITE IS LOCATED ± 5,210 FEET NORTH OF THE INTERSECTION OF FM 813 AND ROBBETT ROAD, SITUATED IN THE A. SLAYBACK SURVEY, ABSTRACT NO. 1005, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 1.

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

MINUTE ORDER 473.24 (1.2) RATIFYING STAFF ACTION ON A PLAT OF G MARTINEZ & BROS ESTATES, PHASE 3. THE ± 1.104-ACRE SITE IS LOCATED ± 1,390 FEET SOUTHWEST OF THE INTERSECTION OF BOBS RUN ROAD AND NEWTON ROAD, SITUATED IN THE R. DE LA PENNA SURVEY, ABSTRACT NO. 3, FERRIS, ROAD AND BRIDGE PRECINCT NO. 1.

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

MINUTE ORDER 474.24 (1.3) RATIFYING STAFF ACTION ON A PLAT OF MARTINEZ FARMS, PHASE ONE. THE ± 2.331-ACRE SITE IS LOCATED ± 3,650 FEET SOUTHEAST OF THE INTERSECTION OF WESTER ROAD AND TRUMBULL ROAD, SITUATED IN LITTLETON WHITE SURVEY, ABSTRACT NO. 1110, FERRIS, ROAD AND BRIDGE PRECINCT NO. 1.

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

MINUTE ORDER 475.24 (1.4) RATIFYING STAFF ACTION ON A PLAT OF MONTES ADDITION. THE ± 2.200-ACRE SITE IS LOCATED ± 210 FEET EAST OF THE INTERSECTION OF GLEN OAKS DR AND FM 387, SITUATED IN J. STROOP SURVEY, ABSTRACT NO. 142, WAXAHACHIE, ROAD AND BRIDGE PRECINCT 1.

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

MINUTE ORDER 476.24 (1.5) RATIFYING STAFF ACTION ON A PLAT OF NEWTON ESTATES. THE ± 6.714-ACRE SITE IS LOCATED ± 2,300 FEET SOUTHWEST OF THE INTERSECTION OF MAPLE DRIVE AND NEWTON ROAD, SITUATED IN THE R. DE LA PENNA SURVEY, ABSTRACT NO. 3, FERRIS, ROAD AND BRIDGE PCT. 1; SUBJECT TO THE FOLLOWING CONDITION(S):

- 1) PROVIDE A WATER UTILITY ENDORSEMENT FORM PRIOR TO THE FILING OF THE PLAT.

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

MINUTE ORDER 477.24 (1.6) RATIFYING STAFF ACTION ON A PLAT OF SKYLINE ESTATES. THE ± 3.611-ACRE SITE IS LOCATED ± 4,600 FEET NORTHEAST OF THE INTERSECTION OF NORTH IH-45 SERVICE ROAD AND HAMPPEL ROAD, SITUATED IN THE R. DE LA PENNA SURVEY, ABSTRACT NO. 3, FERRIS ROAD AND BRIDGE PRECINCT NO. 1; SUBJECT TO THE FOLLOWING CONDITION(S):

- 1) PROVIDE A WATER UTILITY ENDORSEMENT FORM PRIOR TO THE FILING OF THE PLAT.

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

MINUTE ORDER 478.24 (1.7) RATIFYING STAFF ACTION ON A PLAT OF TF 3208. THE ± 3.604-ACRE SITE IS LOCATED ± 5,920 FEET SOUTHEAST OF THE INTERSECTION OF FM 780 AND WICKLIFFE ROAD, SITUATED IN W. HENRY SURVEY, ABSTRACT NO. 428, I. THOMPSON SURVEY, ABSTRACT NO. 1089, AND R. NOLEN SURVEY, ABSTRACT NO. 1264, FERRIS, ROAD AND BRIDGE PRECINCT NO.1.

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

MINUTE ORDER 479.24 (1.8) RATIFYING STAFF ACTION ON A PLAT OF BETIK ESTATES. THE ± 26.399-ACRE SITE IS LOCATED AT THE SOUTHWEST CORNER OF FM 984 AND ROACH ROAD, SITUATED IN THE JOSEPH BOREN SURVEY, ABSTRACT NO. 36, ENNIS, ROAD AND BRIDGE PRECINCT NO. 2.

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

MINUTE ORDER 480.24 (1.9) RATIFYING STAFF ACTION ON A PLAT OF MAYSRING ESTATES, LOTS 1-4, BLOCK A. THE ± 12.146-ACRE SITE IS LOCATED SOUTHEAST OF THE INTERSECTION OF BACAK ROAD AND FM 877, SITUATED IN JOHN BALL SURVEY, ABSTRACT NO. 47, AVALON, ROAD AND BRIDGE PRECINCT 2.

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

MINUTE ORDER 481.24 (1.10) RATIFYING STAFF ACTION ON A PLAT OF BLAIR PROPERTY NO. 3. THE ± 3.042-ACRE SITE IS LOCATED ± 1,900 FEET NORTHWEST OF THE INTERSECTION OF FORRESTON ROAD AND BLAIR ROAD, SITUATED IN THE E.C. SCHOOL LAND SURVEY, ABSTRACT NO. 328, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3.

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

MINUTE ORDER 482.24 (1.11) RATIFYING STAFF ACTION ON A PLAT OF EDGEWOOD ESTATES FINAL PLAT. THE ± 80.559-ACRE SITE IS LOCATED AT THE INTERSECTION OF FM 875 AND FLORENCE DR, SITUATED IN THE D. FEARS SURVEY, ABSTRACT NO. 378, WAXAHACHIE, ROAD AND BRIDGE PRECINCT 3; SUBJECT TO THE FOLLOWING CONDITION(S):

- 1) LABEL EACH LOT WITH LOT DESIGNATION.

- 2) SHOW THE ETJ LINES ON THE PLAT DRAWING.
- 3) REDUCE THE BUILDING SETBACK LINE TO 25 FEET.
- 4) PROVIDE A UTILITY LETTER FOR SUBDIVISION FROM ONCOR.
- 5) UPDATE THE FLOODPLAIN FIRM INFORMATION ON THE PLAT.
- 6) PROVIDE CURRENT TAX CERTIFICATES DEMONSTRATING ALL PROPERTY TAXES ARE PAID IN FULL FOR PARCEL ID 296637. THE CERTIFICATES MAY ACCOMPANY THE PLATS AT THE TIME OF DELIVERY.
- 7) PAY \$474.00 FOR THE HOA LOTS AND PLAT FILING FEES.
- 8) PROVIDE RECORD DRAWINGS ELECTRONICALLY INCLUDING HARD COPIES TO ENGINEERING. TWO COPIES ARE REQUIRED.
- 9) PROVIDE A FILED A COPY OF THE CCR'S FOR THIS SUBDIVISION. PLEASE INCLUDE A NOTE ON THE PLAT.
- 10) PLEASE SATISFY ANY OUTSTANDING COMMENTS FROM FINAL INSPECTION.
- 11) ADDRESS ANY OUTSTANDING COMMENTS FROM GIS REGARDING ROAD NAMES.

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

MINUTE ORDER 483.24 (1.12) RATIFYING STAFF ACTION ON A PLAT OF HAVERON ADDITION, LOTS 1 & 2, BLOCK A. THE ± 19.275-ACRE SITE IS LOCATED ± 530 FEET WEST OF THE INTERSECTION OF BILLINGSLEY DR AND EAST HIGHLAND ROAD, SITUATED IN F.K. KING SURVEY, ABSTRACT No. 600, THE J. BILLINGSLEY SURVEY, ABSTRACT No. 76 AND THE J. CHAPMAN SURVEY, ABSTRACT No. 209, IN THE EXTRATERRITORIAL JURISDICTIONS (ETJs) OF THE CITY OF OAK LEAF AND CITY OF OVILLA, ROAD AND BRIDGE PRECINCT No. 4; SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) SHOW THE ETJ LINES FOR OVILLA AND OAK LEAF.
- 2) UPDATE THE PLAT TITLE BLOCK TO REFLECT "PARTIALLY IN THE ETJ OF THE CITY OF OVILLA AND OAK LEAF".
- 3) LABEL ALL BUILDING SETBACK LINES AND DRAINAGE UTILITY EASEMENTS.
- 4) ADD A CERTIFICATE OF DEDICATION WITH ORIGINAL SIGNATURES OF ALL PROPERTY OWNERS AND SPACE FOR NOTARY SIGNATURES.
- 5) UPDATE THE COURT SIGNATURE BLOCK TO MATCH THE ATTACHED SAMPLE PLAT.
- 6) ADD THE OSSF STATEMENT AND SIGNATURE LINE TO MATCH THE ATTACHED SAMPLE PLAT.
- 7) SHOW ON THE PLAT WHERE THE NEAREST FIRE HYDRANT IS LOCATED.
- 8) ADD THE OWNERS CERTIFICATE TO MATCH THE ATTACHED SAMPLE PLAT.
- 9) REMOVE SURVEY NOTE NUMBER 2 AND NUMBER 3.
- 10) LABEL THE WIDTH OF THE ROW ON HIGHLAND ROAD.

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

PURCHASING

MINUTE ORDER 484.24 (2.1) APPROVING THE PURCHASE OF NAS SERVER 128TB, REPLACEMENT STORAGE AND A BACKUP SOLUTION FROM SAFARIMICRO, FOR THE ELLIS COUNTY SHERIFF'S OFFICE AND JAIL, USING THE TIPS COOPERATIVE CONTRACT #240101 IN AN AMOUNT OF \$94,149.29 PLUS SHIPPING.

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

MINUTE ORDER 485.24 (2.2) AUTHORIZING THE ADVERTISEMENT AND SOLICITATION FOR COMPETITIVE SEALED PROPOSALS (CSP) FOR RENOVATION SERVICES FOR THE ELLIS COUNTY COURTS AND ADMINISTRATIVE BUILDING.

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

MINUTE ORDER 486.24 (2.3) AUTHORIZING TO REMOVE AND REPLACE THE EXISTING, NON-FUNCTIONAL CHILLER AT THE COURTS & ADMINISTRATION BUILDING WITH A YORK YVAA CHILLER IN AN AMOUNT NOT TO EXCEED \$892,424.00 FROM THE PERMANENT IMPROVEMENT BUILDING REPAIRS BUDGET LINE.

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

ADMINISTRATIVE

MINUTE ORDER 487.24 (3.1) APPROVING TO CONTINUE FUNDING FOR CONSTABLES 1-4 FOR JUSTICE SOLUTIONS LLC FOR THE CURRENT FISCAL YEAR AS A HOLDOVER WHILE TRANSITIONING TO EQUIVANT. THE LGS CONTRACT FOR SERVICES WILL BE THE SAME PRICE AS THE EXISTING ONE, CONTRACT WILL BE SIGNED PENDING LEGAL REVIEW. – *PRECINCT 1 CONSTABLE ROY CALLENDER*

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

MINUTE ORDER 488.24 (3.2) APPROVING OF A RESOLUTION OF SUPPORT IN THE AMOUNT OF \$62,000.00 FOR MEALS ON WHEELS TO APPLY FOR A GRANT FROM THE TEXAS DEPARTMENT OF AGRICULTURE. – *COUNTY JUDGE TODD LITTLE*

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

MINUTE ORDER 489.24 (3.3) APPROVING FOR THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TO INSTALL AND MAINTAIN FLOCK SAFETY AUTOMATIC LICENSE PLATE READER (LPR) CAMERAS ON PUBLIC RIGHTS-OF-WAY IN ELLIS COUNTY, INCLUDING AUTHORIZATION TO SIGN A MULTIPLE USE AGREEMENT (MUA) BETWEEN ELLIS COUNTY AND TXDOT. – *SHERIFF BRAD NORMAN*

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECONDED BY COMMISSIONER GRAYSON, MOTION CARRIED 3-1 WITH COMMISSIONER PONDER VOTING NO

MINUTE ORDER 490.24 (3.4) APPROVING OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE ELLIS COUNTY SHERIFF'S OFFICE AND THE TEXAS DEPARTMENT OF PUBLIC SAFETY (DPS) FOR THE

SHERIFF'S OFFICE TO GAIN ACCESS TO THE TEXAS AUTOMATED LICENSE PLATE READER (LPR)
DATABASE. – *SHERIFF BRAD NORMAN*

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER STINSON, MOTION CARRIED 3-1
WITH COMMISSIONER PONDER VOTING NO

MINUTE ORDER 491.24 (3.5) APPROVING FOR \$52,139.08 TO BE PAID OUT OF THE BEHAVIORAL
HEALTH DIRECTOR'S CONTRACT SERVICES BUDGET FOR THE FIRST QUARTERLY PAYMENT TO THE NORTH
TEXAS BEHAVIORAL HEALTH AUTHORITY (NTBHA) FOR COUNTY MATCHING FUNDS IN FISCAL YEAR
2025. THE TOTAL AMOUNT TO BE PAID IN FY25 WOULD BE \$208,556.32. – *BEHAVIORAL HEALTH
DIRECTOR CAITLIN WILKINSON*

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

MINUTE ORDER 492.24 (3.6) APPROVING FOR THE COUNTY JUDGE TO SIGN AN ENGAGEMENT LETTER
WITH PATILLO, BROWN & HILL LLP TO PERFORM EXTERNAL AUDIT SERVICES FOR THE FY24 ANNUAL
AUDIT FOR ELLIS COUNTY. – *COUNTY AUDITOR STACI PARR*

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

MINUTE ORDER 493.24 (3.7) APPROVING OF A LIMITED-SERVICE DEPUTY AGREEMENT BETWEEN ELLIS
COUNTY AND RANDALL'S FOOD MARKET (DBA TOM THUMB) FOR THE PERFORMANCE OF
REGISTRATION SERVICES IN COMPLIANCE WITH THE TEXAS TRANSPORTATION CODE
§520.0071(A). – *COUNTY TAX ASSESSOR-COLLECTOR RICHARD ROZIER*

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

RECESS TO EXECUTIVE SESSION **3:16 P.M.**

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

EXECUTIVE SESSION

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

- 4.1** PURSUANT TO GOVERNMENT CODE §551.071(1), CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING TCEQ MATTERS, SPECIFICALLY PENDING TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEMS PERMITS (TPDES) AND PENDING PETITIONS FOR THE CREATION OF MUNICIPAL UTILITY DISTRICTS (MUDs).
- 4.2** PURSUANT TO GOVERNMENT CODE §551.071(1), CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING THE SETTLEMENT IN CAUSE NO. 110141 IN THE 40TH DISTRICT COURT, STYLED ELLIS COUNTY, TEXAS V. M. SHARP LIMITED FAMILY PARTNERSHIP, ET. AL.
- 4.3** PURSUANT TO TEXAS GOVERNMENT CODE §551.072, DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY IF THE DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON.

RECONVENED TO REGULAR SESSION 4:30 P.M.

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

(TO AGENDA ITEM 3.8)

MINUTE ORDER 494.24 (3.8) APPROVING TO RELEASE THE MAINTENANCE BOND AND REJECT THE MAINTENANCE OF THE ROADS FOR MURRAY ESTATES AT RUTH RD. IN WAXAHACHIE, ROAD AND BRIDGE PRECINCT 1. – ATTORNEY KEITH ADKISSON, COUNTY & DISTRICT ATTORNEY'S OFFICE

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

ADJOURNMENT 4:31 P.M.

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON OCTOBER 29, 2024
ARE HEREBY APPROVED.

PRESIDING OFFICER:

TODD LITTLE, COUNTY JUDGE

RANDY STINSON, COMMISSIONER, PCT 1

LANE GRAYSON, COMMISSIONER, PCT 2

LOUIS PONDER, COMMISSIONER, PCT 3

KYLE BUTLER, COMMISSIONER, PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 15TH DAY OF OCTOBER 2024.

KRYSTAL VALDEZ, COUNTY CLERK

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 10.16.2024 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Barbara Anglen

PHONE: 972-825-5381 FAX: _____

DEPARTMENT OR ASSOCIATION: Audit

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

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

Accept the September 2024 cash audit reports.



Ellis County Auditor's Office

Staci Parr, CGFO
County Auditor

Patricha Bremer
First Assistant Auditor

Finance

Open
Assistant Auditor

Open
Assistant Auditor

Internal Audit

Barbara Anglen
Internal Audit Lead

DeVonda Spurlock, CFE
Assistant Auditor

Wendy Hernandez
Assistant Auditor

Wendy Scott
Assistant Auditor

Transaction Audit

Martine Hamby
Transaction Audit Lead

Melanie Dowdle
Assistant Auditor

Bernadine Mejia
Assistant Auditor

Date: October 16, 2024

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

From: Barbara Anglen
Assistant Auditor

Re: Audit of Cash Receipt Deposits

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

Constable Precinct #1

- ✓Treasurer's receipt balanced with the total amount of listed receipts.
- ✓No missing receipts were noted.
- ✓One voided receipt was noted, issued 2 receipts for same citation, not reissued.
- X Deposits were made to the Treasurer's office more than 5 days after the earliest receipt.

On 9.19.2024 Receipt R2024-02414 for \$180.00 had a delay of 8 days.

Constable Precinct #2

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



Ellis County Auditor's Office

Constable Precinct #3

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

Constable Precinct #4

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- X Deposits were made to the Treasurer's office more than 5 days after the earliest receipt.
On 9.11.2024 Receipt R2024-02329 for \$530.00 had a delay of 11 days.

Community Supervision and Corrections Department (CSCD)

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

County Clerk

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ Eighteen (18) voided receipts were noted, seventeen (17) were reissued the same day, one (1) was not reissued.
- ✓ Deposits were made to the Treasurer's office promptly.

County & District Attorney

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

Department of Development

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

District Clerk

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ Twelve (12) voided receipts were noted, ten (10) were reissued the same day or next day, two (2) were duplicate receipts therefore, not reissued.
- ✓ Deposits were made to the Treasurer's office promptly.



Ellis County Auditor's Office

Elections

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

Engineering

- ✓Treasurer's receipt balanced with the total amount of listed receipts.
- ✓No missing receipts were noted.
- ✓One (1) voided receipt was noted, certified payment was returned, receipt was not reissued.
- ✓Deposits were made to the Treasurer's office promptly.

Fire Marshal

- ✓Treasurer's receipt balanced with the total amount of listed receipts.
- ✓No missing receipts were noted.
- ✓Two (2) voided receipts were noted, one (1) was reissued the same day, one (1) was not reissued, fee paid twice.
- ✓Deposits were made to the Treasurer's office promptly.

Indigent Health

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

Justice of the Peace Precinct #1

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

Justice of the Peace Precinct #2

- ✓Treasurer's receipt balanced with the total amount of listed receipts.
- ✓No missing receipts were noted.
- ✓Four (4) voided receipts were noted, three (3) were reissued the same day, one (1) was not reissued.
- ✓Deposits were made to the Treasurer's office promptly.

Justice of the Peace Precinct #3

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



Ellis County Auditor's Office

Justice of the Peace Precinct #4

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

Juvenile Probation

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

Law Library

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

Sheriff

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

Tax Office

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

Treasurer

- ✓Treasurer's deposit reports balanced with the total amount of listed cash receipts.
- ✓No missing receipts were noted.
- ✓Five (5) voided receipts were noted, four (4) were reissued the same day or the next day, one (1) was not reissued.
- ✓Deposits were made to the bank promptly.

Except for offices that have deposits made more than 5 days after the earliest receipt, we conclude that receipts collected by the above-listed offices are being handled properly according to the Texas Local Government Code.

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

Barbara Anglen
Assistant Auditor – Internal Audit Lead

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 10/23/2024 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Staci Parr

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

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: 101 W Main St

PREFERRED DATE TO BE PLACED ON AGENDA: 10/29/2024

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

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

Acceptance of County Auditor's Monthly Report for September 2024

pursuant to Texas Local Government Code §114.025

*
County Attorney Approval

Ellis County Auditor's Report
September 2024
Fiscal Year 2024

Benchmark for 12 Months = 100.00%

	<u>2024 Budget</u>	<u>YTD Rev/Exp</u> <u>as of 9/30/2024</u>	<u>% of Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
General Fund Revenues					
NON-DEPARTMENTAL	96,314,714	74,109,863	76.95%	72,857,644	1.72%
AUDITOR	8,708	(1,479)	-16.98%	3,603	-141.05%
INFORMATION TECHNOLOGY	-	-	N/A	-	N/A
AG EXTENSION	-	-	N/A	-	N/A
DEPARTMENT OF DEVELOPMENT	646,500	941,937	145.70%	609,201	54.62%
VETERANS SERVICE OFFICER	13,119	22,034	167.95%	5,036	337.53%
COVID 19 REVENUES	-	-	0.00%	-	N/A
AUXILLARY COURTHOUSE- CIVIC CENTER	-	-	N/A	-	N/A
VEHICLE REPLACEMENT FUND	-	-	0.00%	-	N/A
40TH JUDICIAL DISTRICT COURT	-	-	N/A	-	N/A
378TH JUDICIAL DISTRICT COURT	-	4,400	N/A	-	N/A
ELECTIONS	365,925	367,380	100.40%	297,351	23.55%
PURCHASING	2,000	1,471	73.56%	1,358	8.30%
DISTRICT CLERK	995,250	1,248,725	125.47%	982,974	27.04%
COUNTY CLERK	1,628,900	2,060,677	126.51%	1,686,978	22.15%
SHERIFF REVENUES	731,775	308,658	42.18%	273,954	12.67%
COUNTY ATTORNEY	346,500	103,565	29.89%	84,794	22.14%
TAX COLLECTOR	1,854,500	1,750,800	94.41%	2,376,066	-26.32%
CIVIL ENGINEER	108,050	159,223	147.36%	410,637	-61.23%
COUNTY COURT AT LAW #1	256,000	253,568	99.05%	315,784	-19.70%
COUNTY TREASURER	105	75	71.43%	51	47.06%
EMERGENCY MANAGEMENT	500	-	0.00%	38	-100.00%
FIRE MARSHAL	-	-	N/A	-	N/A
JUSTICE OF THE PEACE PCT. 1	152,700	172,123	112.72%	153,426	12.19%
JUSTICE OF THE PEACE PCT. 2	167,285	186,423	111.44%	180,332	3.38%
JUSTICE OF THE PEACE PCT. 3	88,110	121,581	137.99%	95,523	27.28%
JUSTICE OF THE PEACE PCT. 4	116,900	129,995	111.20%	110,047	18.13%
CONSTABLE PCT. 1	50,150	77,290	154.12%	61,709	25.25%
CONSTABLE PCT. 2	65,915	64,435	97.75%	72,158	-10.70%
CONSTABLE PCT. 3	55,000	120,097	218.36%	77,998	53.97%
CONSTABLE PCT. 4	51,000	85,955	168.54%	74,186	15.86%
UNCLAIMED PROPERTY	-	59,722	N/A	14,546	310.57%
LATCF REVENUE	-	-	N/A	-	N/A
BUDGETED FUND BALANCE	-	-	0.00%	-	N/A
	104,019,607	- 82,348,519	79.17%	80,745,393	1.99%
General Fund Expenditures					
PROCEEDS FROM ISSUANCE OF FINANCED PURCHASES	-	-	N/A	(483,290)	-100.00%
SHERIFF	17,423,934	16,239,660	93.20%	15,844,575	2.49%
JAIL	14,253,278	13,718,328	96.25%	11,956,497	14.74%
MAINTENANCE	979,717	1,010,780	103.17%	977,098	3.45%
COUNTY AUDITOR	1,441,999	1,132,474	78.54%	1,419,818	-20.24%
INFORMATION TECHNOLOGY	1,421,235	1,401,956	98.64%	918,629	52.61%
TEXAS A&M AGRILIFE EXTENSIONS	322,197	284,619	88.34%	761,481	-62.62%
DEPARTMENT OF DEVELOPMENT	1,415,939	1,255,174	88.65%	1,181,659	6.22%
VETERANS SERVICE OFFICER	169,798	165,645	97.55%	150,710	9.91%
COMMISSIONERS	785,086	582,364	74.18%	606,945	-4.05%
INDIGENT HEALTH CARE	4,709,387	4,290,695	91.11%	4,648,482	-7.70%
MENTAL HEALTH JUV EXP	360,011	136,278	37.85%	57,300	137.83%
COVID 19 EXPENDITURES	-	-	N/A	(8,339)	-100.00%
VACCINE HUB	-	-	N/A	-	N/A
AUXILLARY COURTHOUSE- CIVIC CENTER	-	15,160	N/A	6,101	-148.48%
MAY SEVERE WEATHER	-	-	N/A	-	N/A
NON-DEPARTMENTAL	11,580,651	10,010,572	86.44%	7,904,821	26.64%
LEASE PAYMENTS	-	-	0.00%	-	N/A
CAPITAL LEASES	562,787	562,787	100.00%	872,601	-35.50%
STATE MANDATED INDIGENT LEGAL	2,250,000	3,535,647	157.14%	2,887,876	22.43%
40TH JUDICIAL DISTRICT COURT	405,409	401,812	99.11%	293,901	36.72%
378TH JUDICIAL DISTRICT COURT	612,004	557,994	91.17%	459,851	21.34%
443RD JUDICIAL DISTRICT COURT	426,889	516,439	120.98%	381,781	35.27%
INDIGENT DEFENSE	124,361	116,347	93.56%	109,663	6.09%
ELECTIONS	1,539,098	1,396,106	90.71%	1,379,534	1.20%
PURCHASING	598,946	590,397	98.57%	563,631	4.75%
General Fund Expenditures (Continued)					
DISTRICT CLERK	1,413,546	1,392,930	98.54%	1,364,406	2.09%
COUNTY CLERK	1,660,907	1,611,548	97.03%	1,412,790	14.07%
HIGHWAY PATROL	164,806	157,482	95.56%	149,928	5.04%
GAME WARDEN	-	-	0.00%	46	-100.00%
COUNTY ATTORNEY	6,724,641	5,657,154	84.13%	5,809,441	-2.62%
TAX COLLECTOR	2,058,265	2,035,409	98.89%	1,775,910	14.61%
CIVIL ENGINEER	1,347,535	1,147,482	85.15%	1,243,800	-7.74%
COUNTY COURT AT LAW #1	625,925	600,829	95.99%	524,573	14.54%

Ellis County Auditor's Report
September 2024
Fiscal Year 2024

Benchmark for 12 Months = 100.00%

	<u>2024 Budget</u>	<u>YTD Rev/Exp</u> <u>as of 9/30/2024</u>	<u>% of Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
COUNTY COURT AT LAW #2	600,976	585,124	97.36%	497,107	17.71%
COUNTY COURT AT LAW #3	571,279	469,362	82.16%	478,369	-1.88%
COUNTY JUDGE	468,377	474,232	101.25%	376,934	25.81%
COUNTY TREASURER	430,211	388,431	90.29%	390,970	-0.65%
JUVENILE SERVICES	-	-	0.00%	-	0.00%
JUVENILE DETENTION	-	-	100.00%	-	100.00%
HUMAN RESOURCES AND SERVICES	493,914	441,700	89.43%	421,519	4.79%
EMERGENCY MANAGEMENT	357,205	252,344	70.64%	298,970	-15.60%
FIRE MARSHAL	843,692	721,648	85.53%	702,837	2.68%
JUSTICE OF THE PEACE PCT.1	440,882	426,004	96.63%	395,006	7.85%
JUSTICE OF THE PEACE PCT.2	578,582	546,522	94.46%	546,658	-0.02%
JUSTICE OF THE PEACE PCT.3	401,059	356,300	88.84%	380,470	-6.35%
JUSTICE OF THE PEACE PCT.4	453,315	398,077	87.81%	388,335	2.51%
CONSTABLE PCT.1	335,632	330,678	98.52%	235,074	40.67%
CONSTABLE PCT.2	348,668	337,454	96.78%	256,159	31.74%
CONSTABLE PCT.3	335,152	327,771	97.80%	236,614	38.53%
CONSTABLE PCT.4	326,416	225,598	69.11%	229,628	-1.75%
INTERFUND TRANSFERS	11,438,832	11,438,832	100.00%	7,900,527	44.79%
DEBT RETIREMENT	9,267,500	-	0.00%	-	N/A
GRANT N - MENTAL HEALTH SERVICES	-	-	0.00%	125	-100.00%
	103,070,043	- 88,244,142	85.62%	78,907,519	11.83%
<i>Revenues Over/(Under) Expenditures</i>	<i>949,564</i>	<i>(5,895,624)</i>		<i>1,837,874</i>	
<i>Road & Bridge Funds - Revenues</i>					
ROAD & BRIDGE PCT. 1	4,213,444	2,005,672	47.60%	2,327,329	-13.82%
ROAD & BRIDGE PCT. 2	3,955,101	1,938,724	49.02%	2,425,250	-20.06%
ROAD & BRIDGE PCT. 3	3,418,812	2,164,530	63.31%	2,418,312	-10.49%
ROAD & BRIDGE PCT. 4	4,660,565	2,152,642	46.19%	2,483,280	-13.31%
	16,247,921	8,261,568	50.85%	9,654,171	-14.42%
<i>Road & Bridge Funds - Expenditures</i>					
ROAD & BRIDGE PCT. 1	4,213,444	1,717,720	40.77%	1,633,535	5.15%
ROAD & BRIDGE PCT. 2	3,955,101	1,318,774	33.34%	1,733,645	-23.93%
ROAD & BRIDGE PCT. 3	3,418,812	2,349,630	68.73%	2,160,670	8.75%
ROAD & BRIDGE PCT. 4	4,660,565	2,621,554	56.25%	1,660,393	57.89%
	16,247,921	8,007,677	49.28%	7,188,244	11.40%
<i>Revenues Over/(Under) Expenditures</i>	<i>-</i>	<i>253,891</i>		<i>2,465,927</i>	
<i>Farm to Market Funds - Revenues</i>					
FARM TO MARKET 1	4,654,519	1,898,005	40.78%	1,821,028	4.23%
FARM TO MARKET 2	2,445,272	1,653,573	67.62%	1,519,996	8.79%
FARM TO MARKET 3	2,371,852	1,646,581	69.42%	1,529,563	7.65%
FARM TO MARKET 4	3,165,891	1,924,093	60.78%	1,746,026	10.20%
	12,637,534	7,122,252	56.36%	6,616,613	7.64%
<i>Farm to Market Funds - Expenditures</i>					
FARM TO MARKET 1	4,654,519	1,210,446	26.01%	1,436,293	-15.72%
FARM TO MARKET 2	2,445,272	1,439,058	58.85%	998,510	44.12%
FARM TO MARKET 3	2,371,852	1,351,095	56.96%	1,545,285	-12.57%
FARM TO MARKET 4	3,165,891	1,422,981	44.95%	1,511,120	-5.83%
	12,637,534	5,423,580	42.92%	5,491,208	-1.23%
<i>Revenues Over/(Under) Expenditures</i>	<i>-</i>	<i>1,698,672</i>		<i>1,125,405</i>	
<i>Interest & Sinking Funds - Revenues</i>					
SERIES 16 INTEREST & SINKING	3,882,649	3,393,310	87.40%	3,375,879	0.52%
	3,882,649	3,393,310	87.40%	3,375,879	0.52%
<i>Interest & Sinking Funds - Expenditures</i>					
SERIES 16 INTEREST & SINKING	3,882,649	3,411,263	87.86%	3,413,013	-0.05%
	3,882,649	3,411,263	87.86%	3,413,013	-0.05%
<i>Revenues Over/(Under) Expenditures</i>	<i>-</i>	<i>(17,952)</i>		<i>(37,134)</i>	
<i>Special Revenue Funds - Revenues</i>					
LATERAL ROADS	462,446	66,717	14.43%	76,869	-13.21%
COUNTY & DISTRICT COURT TECH	47,534	6,276	13.20%	3,168	98.11%
JUSTICE COURT TECHNOLOGY	241,234	25,014	10.37%	22,373	11.81%
DC ARCHIVES RECORDS MANAGEMENT	186,497	9,962	5.34%	9,097	9.51%
JURY	417,684	433,816	103.86%	212,630	104.02%
LAW LIBRARY	297,744	346,414	116.35%	306,121	13.16%
RECORDS MANAGEMENT	2,661,719	531,856	19.98%	495,548	7.33%
CC ARCHIVES RECORDS MANAGEMENT	2,156,567	498,017	23.09%	487,654	2.12%
FIRE MARSHAL SPECIAL FUND	226,013	62,949	27.85%	65,275	-3.56%

*Ellis County Auditor's Report
September 2024
Fiscal Year 2024*

Benchmark for 12 Months = 100.00%

	<u>2024 Budget</u>	<u>YTD Rev/Exp as of 9/30/2024</u>	<u>% of Budget Received/ Used</u>	<u>Prior Year YTD</u>	<u>Increase/ (Decrease) from Prior Year</u>
DISTRICT COURTS RECORDS TECH	249,368	15,457	6.20%	12,803	20.73%
DA CHECK PROCESSING	144,617	7,427	5.14%	7,964	-6.75%
DA DRUG FORFEITURE	342,511	49,346	14.41%	58,804	-16.08%
GENERAL RECORDS MGMT/PRESERVAT	849,321	171,282	20.17%	142,299	20.37%
COURTHOUSE SECURITY	521,882	147,559	28.27%	148,037	-0.32%
COURT REC. PRESERVATION	198,006	43,375	21.91%	30,275	43.27%
ELECTION ADMIN FEES	54,000	158,535	293.58%	31,100	409.76%
TRANSFER FROM	-	-	N/A	-	N/A
SHERIFF FEDERAL FORFEITURE	567,917	146,986	25.88%	52,909	177.81%
COUNTY CLERK VITALS PRESERVATION	51,679	11,000	21.29%	10,238	7.45%
SHERIFF SEIZURE	179,853	8,761	4.87%	7,748	13.08%
SHERIFF FORFEITURE	375,279	53,446	14.24%	31,485	69.75%
DA DRUG SEIZURE	537,194	687,950	128.06%	244,073	181.86%
COURT FACILITY FEE FUND	218,100	88,957	0.00%	106,300	0.00%
OPIOID SETTLEMENT	299,683	22,279	0.00%	99,138	0.00%
CONSTABLE 2 FORFEITURE	1,467	37	2.54%	36	2.59%
CONSTABLE 1 FORFEITURE	181	-	0.00%	-	N/A
CONSTABLE 4 FORFEITURE	-	-	0.00%	-	N/A
TREASURER'S HELD PROPERTY	1,436	36	2.49%	35	2.58%
PAYROLL	-	-	0.00%	-	N/A
JUVENILE PROBATION FEES	78,906	4,942	100.00%	10,600	-53.38%
JJAEP	719,199	604,077	83.99%	753,979	-19.88%
TRUANCY & PREVENTION	75,625	16,396	21.68%	13,611	20.46%
AMERICAN RESCUE PLAN ACT	25,111,433	9,576,856	38.14%	13,886,115	-31.03%
SPECIAL INVENTORY - TAX OFFICE	-	-	N/A	-	N/A
DEBT RETIREMENT/REDUCTION	-	-	N/A	-	N/A
CONSTABLE PCT LEOSE FUND	7,254	-	0.00%	-	N/A
CONSTABLE PCT 2 LEOSE FUND	6,451	1,652	25.61%	649	154.56%
CONSTABLE PCT 3 LEOSE FUND	4,231	-	0.00%	607	-100.00%
CONSTABLE PCT 4 LEOSE FUND	4,547	1,545	33.97%	607	154.52%
SHERIFF OFFICE LEOSE FUND	77,080	27,141	35.21%	10,417	160.56%
DISTRICT ATTORNEY LEOSE FUND	1,940	2,299	118.49%	776	196.40%
COURT REPORTER SERVICES FUND	20,000	87,287	436.44%	-	N/A
LANGUAGE ACCESS FUND	30,201	26,626	88.16%	12,864	106.97%
COURT INIT. GUARD/PUB PROBATION ADMIN	5,000	-	0.00%	-	N/A
CLERK OF THE COURT - DISTRICT CLERK	25,000	-	0.00%	-	N/A
CLERK OF THE COURT - COUNTY CLERK	5,000	-	0.00%	-	N/A
SUBDIVISION INSPECTION FEES	15,000	2,775	18.50%	-	N/A
SEIZED FUNDS	-	82,870	N/A	-	N/A
VEHICLE REPLACEMENT FUND	2,933,756	1,602,127	54.61%	1,078,716	48.52%
SB22 - Sheriff	-	506,747	N/A	-	N/A
SB22 - DA	-	277,212	N/A	-	N/A
	40,410,555	16,414,085	40.62%	18,430,919	-10.94%
<i>Special Revenue Funds - Expenditures</i>					
LATERAL ROADS	417,146	-	0.00%	-	N/A
LATERAL ROADS	15,100	-	0.00%	-	N/A
LATERAL ROADS	15,100	-	0.00%	-	N/A
LATERAL ROADS	15,100	-	0.00%	-	N/A
COUNTY & DISTRICT CT TECH	47,534	-	0.00%	948	-100.00%
JUSTICE COURT TECHNOLOGY	241,234	-	0.00%	-	N/A
DC ARCHIVES RECORDS MANAGEMENT	186,497	-	0.00%	-	N/A
JURY	417,684	464,928	111.31%	217,882	113.39%
LAW LIBRARY	297,744	288,379	96.85%	281,388	2.48%
RECORDS MANAGEMENT	2,661,719	97,887	3.68%	255,302	-61.66%
CC ARCHIVES RECORDS MANAGEMENT	2,156,567	359,824	16.69%	955,603	-62.35%
FIRE MARSHAL SPECIAL FUND	226,013	12,485	5.52%	81,780	-84.73%
DISTRICT COURTS RECORDS TECH	249,368	-	0.00%	-	N/A
DA CHECK PROCESSING	144,617	137	0.10%	268	-48.71%
DA DRUG FORFEITURE	342,511	485	0.14%	2,099	-76.87%
GENERAL RECORDS MGMT/PRESERVAT	849,321	-	0.00%	-	N/A
COURTHOUSE SECURITY	521,882	337	0.06%	101,932	-99.67%
COURT REC. PRESERVATION	198,006	-	0.00%	-	N/A
ELECTION ADMIN FEES	54,000	46,197	85.55%	172,380	-73.20%
SHERIFF FEDERAL FORFEITURE	567,917	-	0.00%	444	-100.00%
COUNTY CLERK VITALS PRESERVATION	51,679	6,007	11.62%	11,132	-46.04%
SHERIFF SEIZURE	179,853	-	0.00%	-	N/A
SHERIFF FORFEITURE	375,279	-	0.00%	78,477	-100.00%
DA DRUG SEIZURE	537,194	849,955	158.22%	181,281	368.86%
COURT FACILITY FEE FUND	218,100	-	0.00%	-	N/A
OPIOID SETTLEMENT	299,683	-	0.00%	-	N/A
CONSTABLE 2 FORFEITURE	1,467	-	0.00%	-	N/A
CONSTABLE 1 FORFEITURE	181	-	0.00%	-	N/A
CONSTABLE 4 FORFEITURE	-	-	N/A	-	N/A
TRUANCY & PREVENTION	75,625	-	0.00%	-	N/A
AMERICAN RESCUE PLAN ACT	25,111,433	10,298,321	41.01%	12,701,630	-18.92%
SPECIAL INVENTORY - TAX OFFICE	-	-	N/A	-	N/A
TREASURER'S HELD PROPERTY	1,436	-	0.00%	-	N/A
JUVENILE PROBATION FEES	78,906	1,684	0.00%	9,257	-81.81%
JJAEP	719,199	671,700	93.40%	643,055	4.45%
SB22 - Sheriff	500,000	63,918	12.78%	-	N/A
SB22 - DA	-	248,098	N/A	-	N/A
CONSTABLE PCT LEOSE FUND	7,254	-	0.00%	-	N/A
CONSTABLE PCT 2 LEOSE FUND	6,451	-	0.00%	-	N/A

Ellis County Auditor's Report
September 2024
Fiscal Year 2024

Benchmark for 12 Months = 100.00%

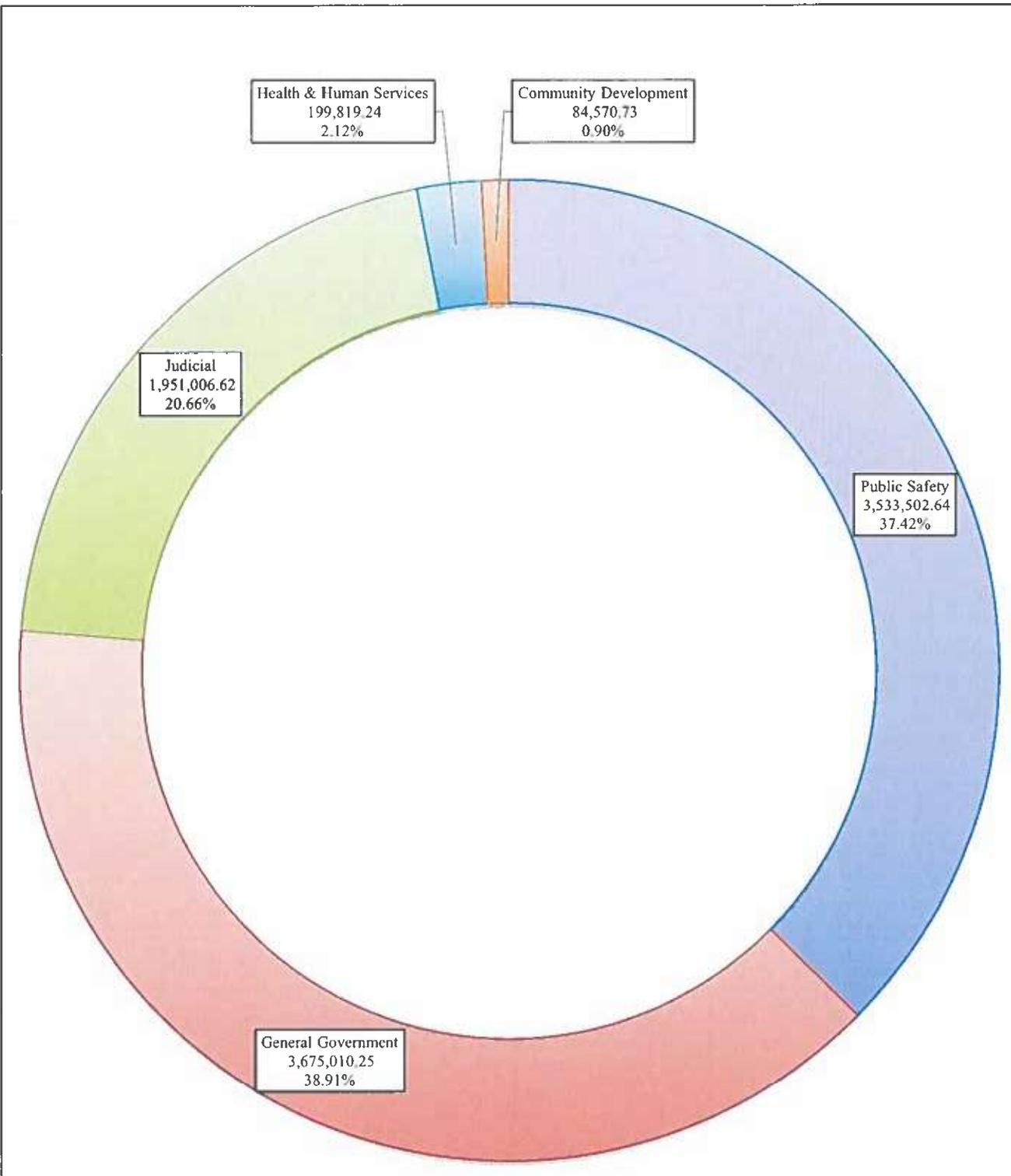
	<u>2024 Budget</u>	<u>YTD Rev/Exp</u> as of 9/30/2024	<u>% of Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
CONSTABLE PCT 3 LEOSE FUND	4,231	-	0.00%	-	N/A
CONSTABLE PCT 4 LEOSE FUND	4,547	-	0.00%	-	N/A
SHERIFF OFFICE LEOSE FUND	77,080	6,028	7.82%	10,721	-43.78%
DISTRICT ATTORNEY LEOSE FUND	1,940	404	20.82%	717	-43.64%
LANGUAGE ACCESS FUND	30,201	900	2.98%	-	N/A
COURT REPORTER SERVICES FUND	20,000	-	0.00%	-	N/A
COURT INIT. GUARD/PUB PROBATION ADMIN	5,000	-	0.00%	-	N/A
CLERK OF THE COURT - DISTRICT CLERK	25,000	-	0.00%	-	N/A
CLERK OF THE COURT - COUNTY CLERK	5,000	-	0.00%	-	N/A
SUBDIVISION INSPECTION FEES	15,000	-	0.00%	-	N/A
INTERFUND TRANSFERS	-	-	N/A	(152,330)	-100.00%
VEHICLE REPLACEMENT FUND	2,933,756	1,158,614	39.49%	848,157	36.60%
	40,910,555	14,576,288	35.63%	16,402,122	-11.13%
<i>Revenues Over/(Under) Expenditures</i>	<i>(500,000)</i>	<i>1,837,717</i>		<i>2,028,797</i>	
Capital Projects Funds - Revenues					
ROAD IMPROVEMENT FUND	2,459,742	529,918	21.54%	574,630	-7.78%
PERMANENT IMPROVEMENT	23,240,581	13,669,214	58.82%	8,552,732	59.82%
ROW AVAILABLE	162,912	4,537	2.79%	10,081	-54.99%
ROAD DISTRICT 1	917,153	46,618	5.08%	45,965	1.42%
ROAD DISTRICT 5	16,437	829	5.04%	838	-1.16%
ROAD DISTRICT 16	214,623	10,818	5.04%	9,758	10.86%
SERIES 19 BOND PROJECT	2,633,992	66,884	2.54%	134,026	-50.10%
	29,645,440	14,328,819	48.33%	9,328,031	53.61%
Capital Projects Funds - Expenditures					
ROAD IMPROVEMENT FUND	2,459,742	286,711	11.66%	35,361	710.81%
PERMANENT IMPROVEMENT	23,350,884	15,116,079	64.73%	2,092,721	622.32%
ROW AVAILABLE	502,199	106,212	21.15%	115,094	-66.29%
ROAD DISTRICT 1	917,153	-	0.00%	109,362	-100.00%
ROAD DISTRICT 5	16,437	-	0.00%	-	N/A
ROAD DISTRICT 16	214,623	-	0.00%	-	N/A
SERIES 19 BOND PROJECT	2,633,992	2,576,767	97.83%	613,709	319.87%
	30,095,830	18,085,769	60.10%	3,166,247	471.21%
<i>Revenues Over/(Under) Expenditures</i>	<i>(449,590)</i>	<i>(3,756,951)</i>		<i>6,161,794</i>	

Other Funds - Revenues					
TRUST AND AGENCY FUND	-	-	0.00%	-	0.00%
LEEVE 2	349,701	27,493	7.86%	29,353	-6.34%
LEEVE 3	355,244	89,917	25.31%	75,575	18.98%
LEEVE 4	8,365	320	3.82%	320	-0.20%
	713,310	117,730	16.50%	195,248	11.86%
Other Funds - Expenditures					
TRUST AND AGENCY FUND	-	-	0.00%	-	N/A
LEEVE 2	349,701	98,450	0.00%	66,500	48.05%
LEEVE 3	355,244	-	0.00%	40,862	-100.00%
LEEVE 4	8,365	-	0.00%	-	N/A
	713,310	98,450	13.80%	107,362	-8.30%
<i>Revenues Over/(Under) Expenditures</i>	<i>-</i>	<i>19,280</i>		<i>(2,114)</i>	

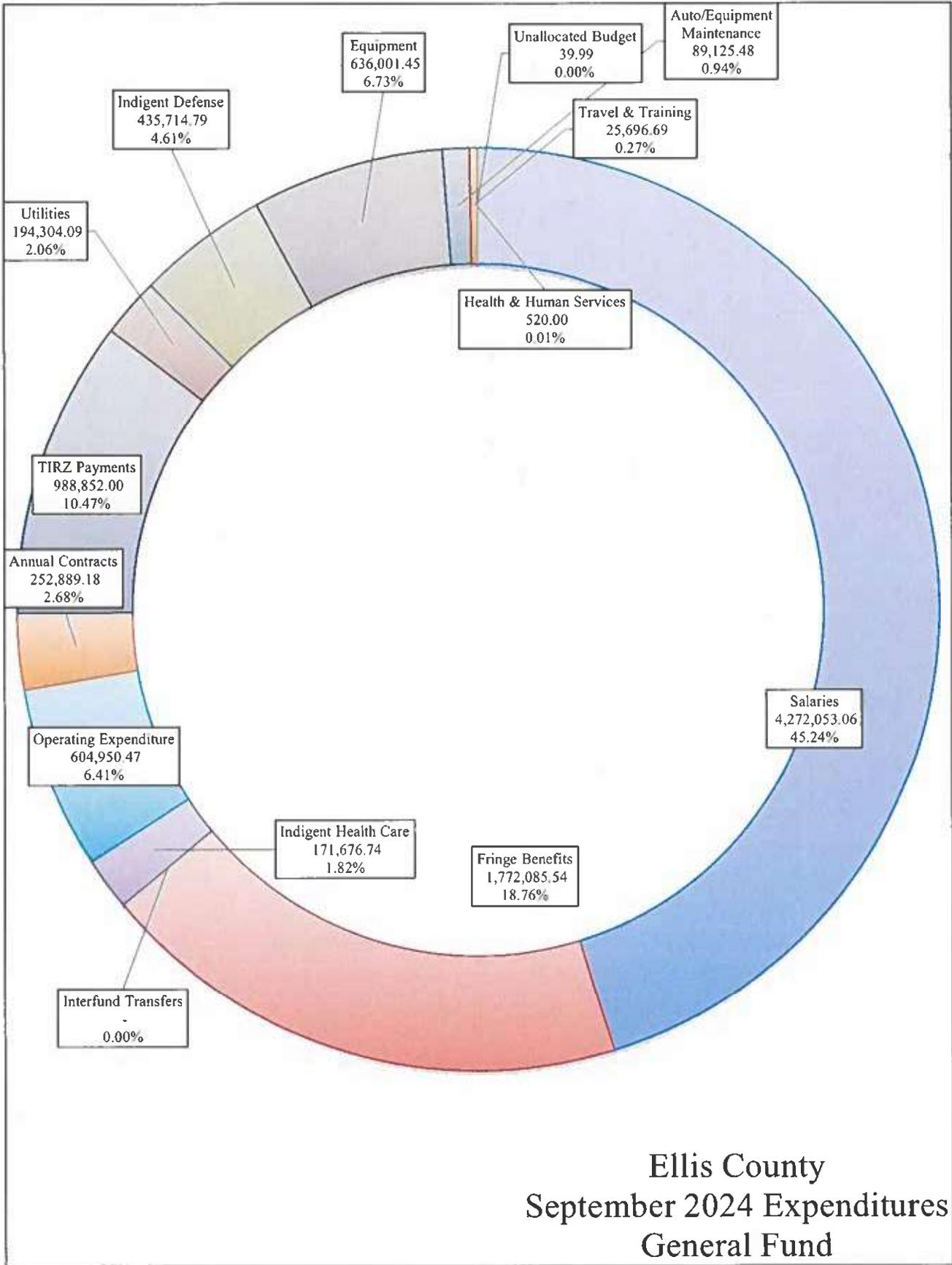
Summary					
REVENUE SUMMARY	207,557,016	131,986,203	63.59%	128,256,253	2.91%
EXPENDITURE SUMMARY	207,557,043	137,847,169	66.41%	114,675,714	20.21%
<i>Revenues Over/(Under) Expenditures</i>	<i>\$ (26.68)</i>	<i>(5,860,966)</i>		<i>13,580,539</i>	

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

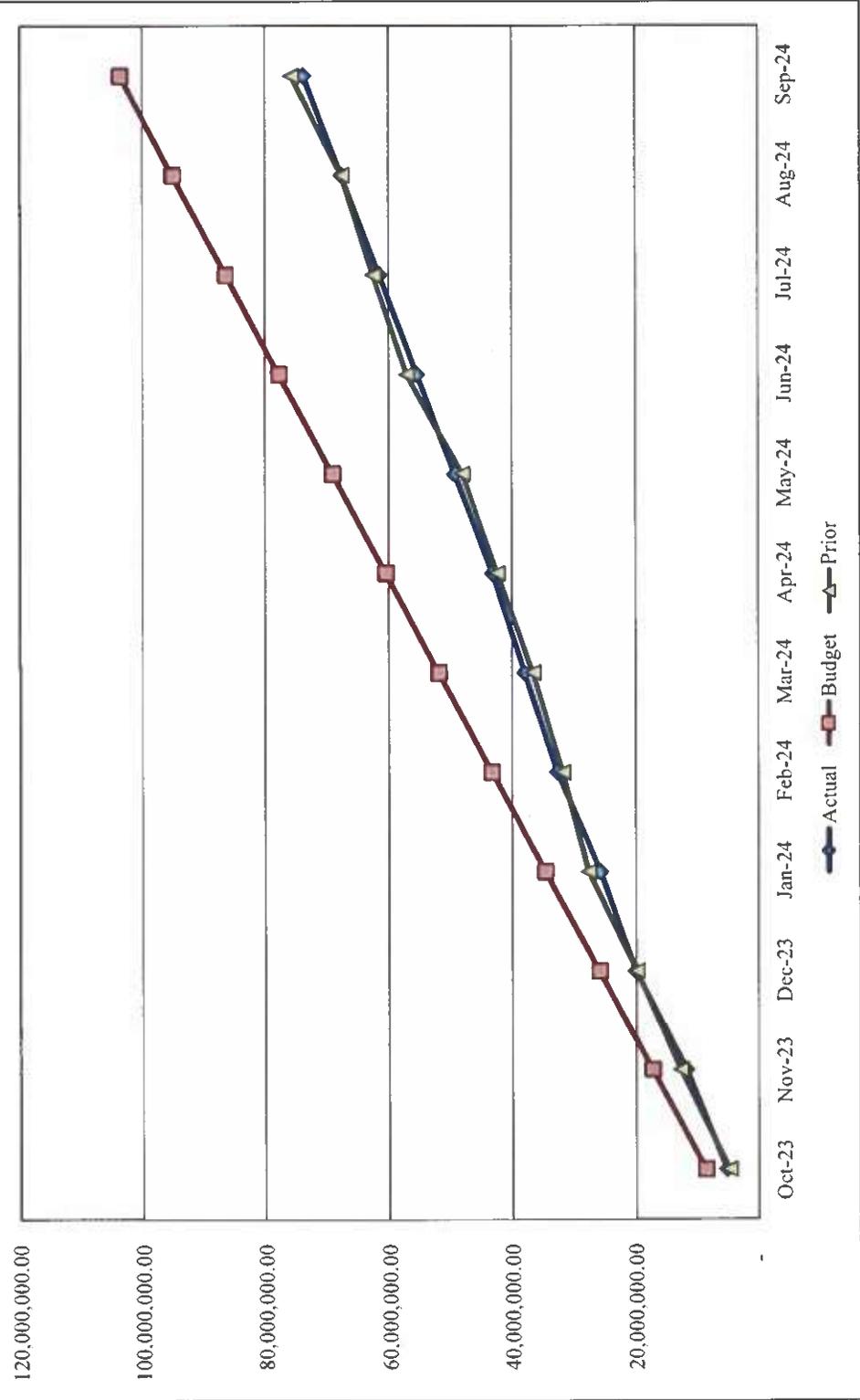
	General Fund	R&B #1	R&B #2	R&B #3	R&B #4	F/M #1	F/M #2	F/M #3	F/M #4
REVENUES									
Property Taxes	\$ 108,799.03	\$ 1,742.83	\$ 1,742.81	\$ 1,742.83	\$ 1,742.83	\$ 2,725.51	\$ 2,725.51	\$ 2,725.48	\$ 2,725.48
Mixed Beverage Taxes	-	-	-	-	-	-	-	-	-
License and permits	-	-	-	-	-	-	-	-	-
Fines & Fees	531,943.21	57,983.27	43,214.12	43,214.10	43,214.09	-	-	-	-
Charges for Services	85,621.22	-	-	-	-	-	-	-	-
Grant Revenue	6,134.32	-	-	-	-	-	-	-	-
Intergovernmental	99,959.39	-	-	-	-	-	-	-	-
Interfund Transfers	-	-	-	-	-	-	-	-	-
Investment income	409,539.03	5,596.25	-	-	87,792.67	-	-	-	-
Sale of Equipment	-	-	-	-	-	-	-	-	-
Beginning Fund Balance	541,343.77	-	-	-	68.20	-	-	-	-
Miscellaneous	1,783,339.97	65,322.35	44,956.93	44,956.93	132,817.79	2,725.51	2,725.51	2,725.48	2,725.48
Total Revenues									
EXPENDITURES									
General Government	3,675,010.25	-	-	-	-	-	-	-	-
Public Safety	3,533,502.64	-	-	-	-	-	-	-	-
Judicial	1,951,006.62	-	-	-	-	-	-	-	-
Community Development	84,570.73	258,592.73	146,412.58	534,350.01	227,105.06	216,461.32	249,633.49	203,269.38	211,087.99
Infrastructure and Environmental	-	-	-	-	-	-	-	-	-
Interfund Transfers	-	-	-	-	-	-	-	-	-
Health and Human Services	199,819.24	-	-	-	-	-	-	-	-
Corrections & Rehabilitation	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-
Interest & Fiscal Charges	-	-	-	-	-	-	-	-	-
Total Expenditures	9,443,909.48	258,592.73	146,412.58	534,350.01	227,105.06	216,461.32	249,633.49	203,269.38	211,087.99
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(7,660,569.51)	(193,270.38)	(101,455.65)	(489,393.08)	(94,287.27)	(213,735.81)	(246,897.98)	(200,543.90)	(208,362.51)
OTHER FINANCING SOURCES (USES)									
Issuance of Long Term Debt	-	-	-	-	-	-	-	-	-
Sale of Capital Assets	-	-	-	-	-	-	-	-	-
Insurance Recoveries	-	-	-	-	-	-	-	-	-
Operating Transfers In	-	-	-	-	-	-	-	-	-
Operating Transfers Out	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-	-	-	-
NET CHANGE IN FUND BALANCES	(7,660,569.51)	(193,270.38)	(101,455.65)	(489,393.08)	(94,287.27)	(213,735.81)	(246,897.98)	(200,543.90)	(208,362.51)
FUND BALANCE, BEGINNING	\$ 41,815,672.02	\$ 3,027,019.34	\$ 2,925,709.72	\$ 1,554,945.91	\$ 2,245,336.47	\$ 3,637,262.95	\$ 1,116,237.63	\$ 1,026,282.11	\$ 1,925,447.11
PRIOR PERIOD ADJUSTMENT									
FUND BALANCE, ENDING	\$ 34,155,102.51	\$ 2,833,748.96	\$ 2,824,254.07	\$ 1,065,552.83	\$ 2,151,049.20	\$ 3,423,527.14	\$ 869,339.65	\$ 825,738.21	\$ 1,717,084.60



Ellis County
September 2024 Expenditures
General Fund

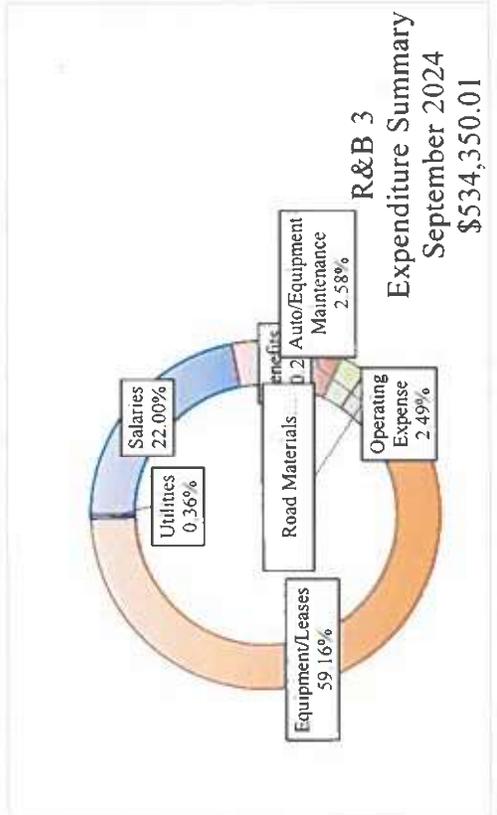
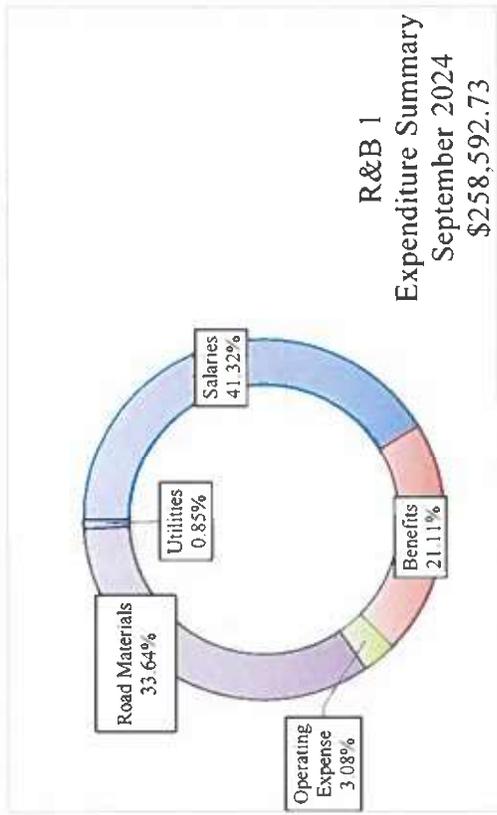
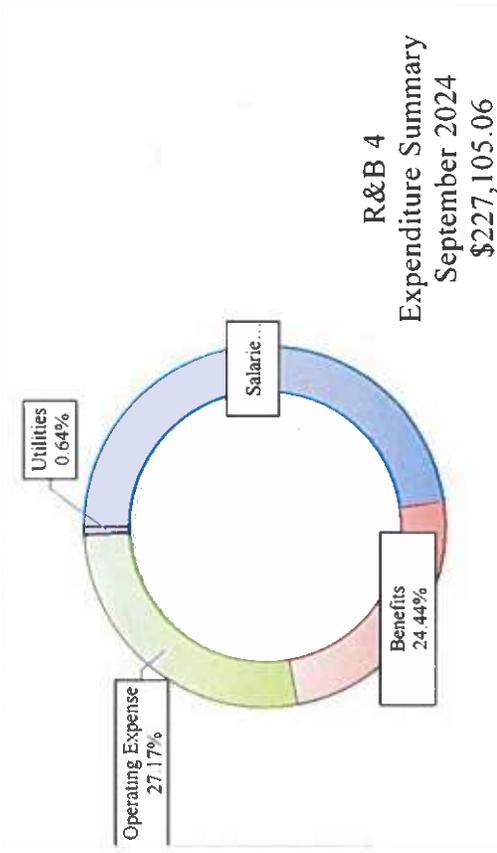
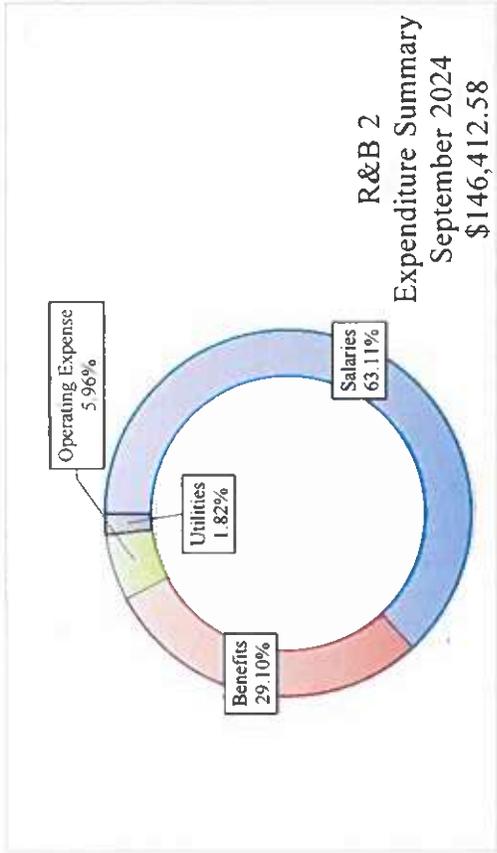


General Fund Expenditure Projection FY2024

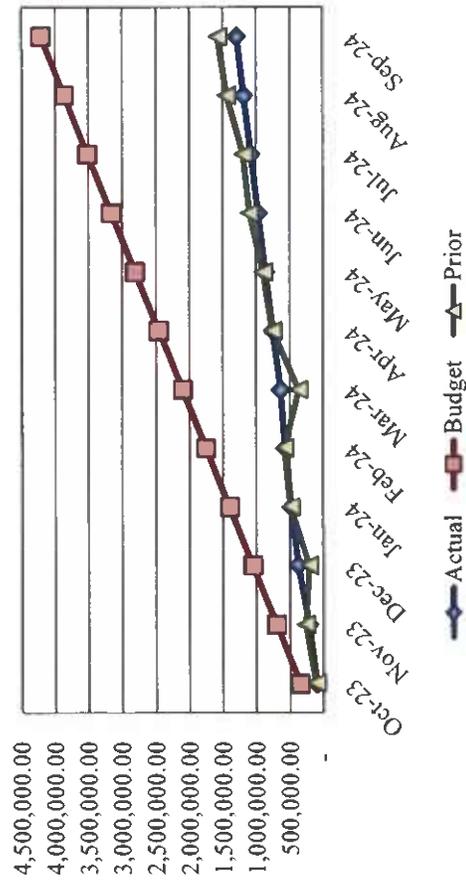


Road & Bridge Expenditure Summary - September 2024

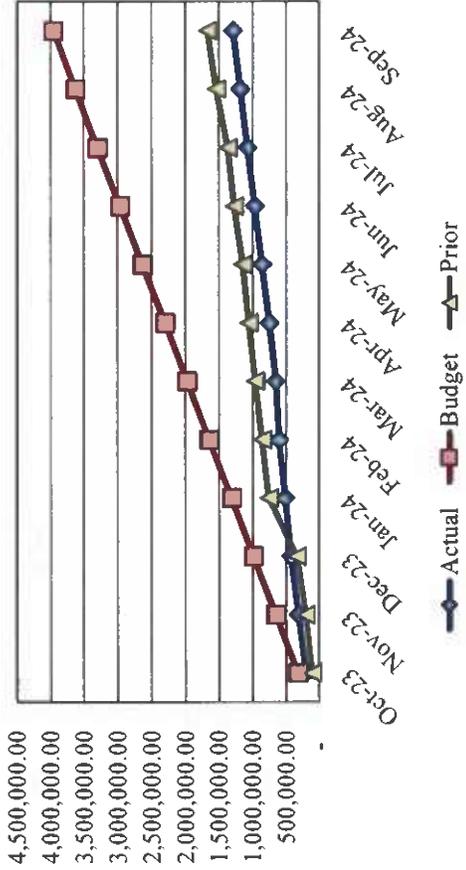
	R&B #1	R&B #2	R&B #3	R&B #4
Salaries	\$ 106,843.72	\$ 92,403.93	\$ 117,531.06	\$ 108,432.72
Benefits	54,581.56	42,613.07	54,738.79	55,507.55
Operating Expense	7,972.60	8,727.49	13,284.82	61,712.23
Road Materials	86,994.89		16,948.80	
Auto/Equipment Maintenance			13,809.71	
Equipment/Leases			316,127.25	
Utilities	2,199.96	2,668.09	1,909.58	1,452.56
Debt Service - Interest				
Debt Service - Principal				
	\$ 258,592.73	\$ 146,412.58	\$ 534,350.01	\$ 227,105.06



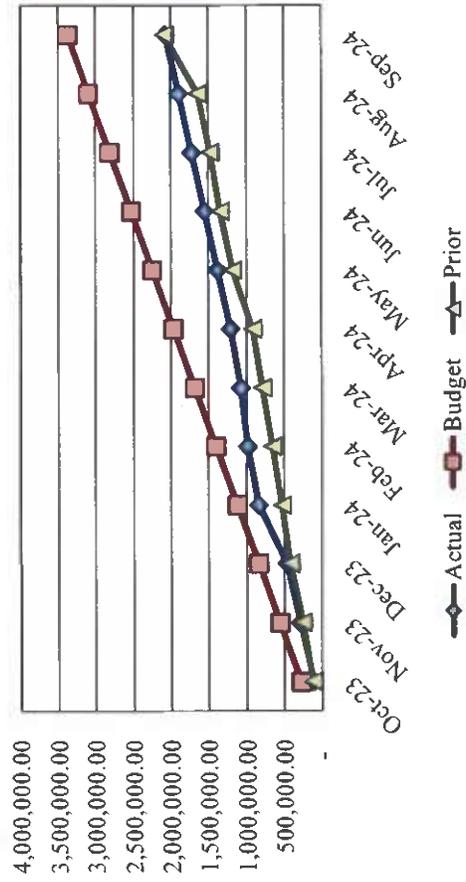
Road & Bridge Pct. #1
Expenditure Projection FY2024



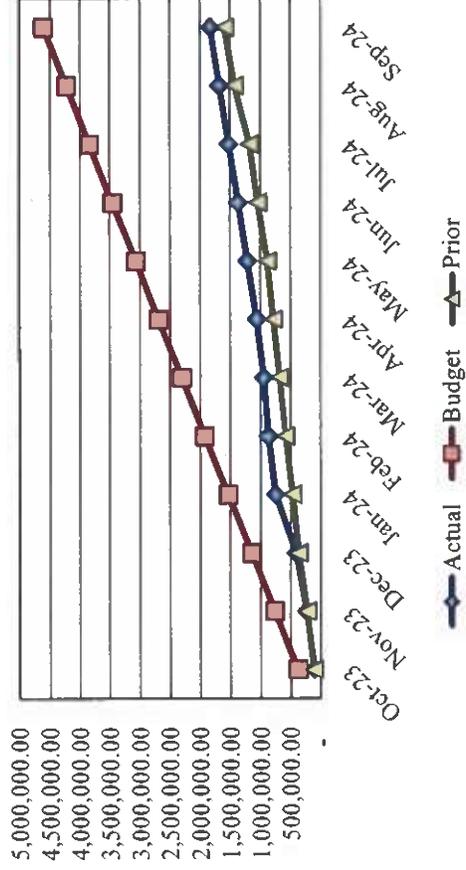
Road & Bridge Pct. #2
Expenditure Projection FY2024



Road & Bridge Pct. #3
Expenditure Projection FY2024

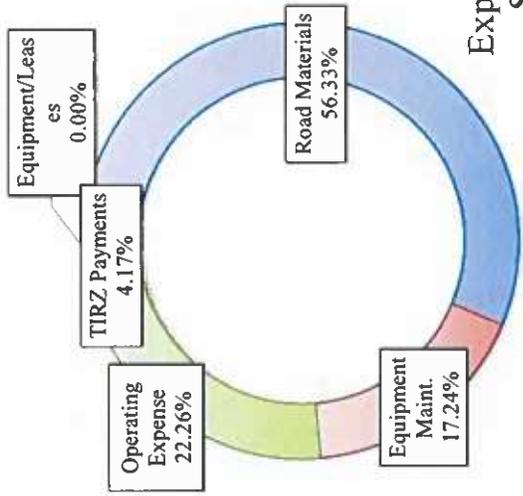


Road & Bridge Pct. #4
Expenditure Projection FY2024

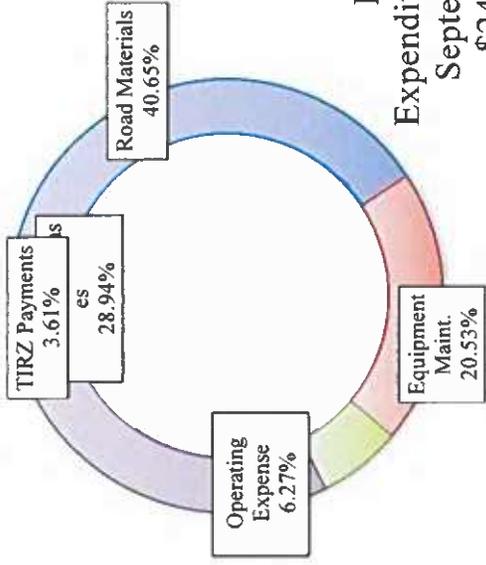


Farm to Market Expenditure Summary - September 2024

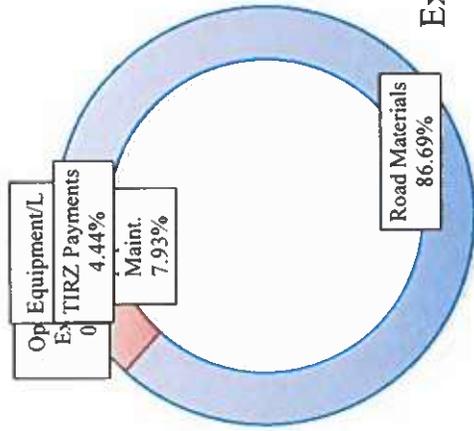
	F/M #1	F/M #2	F/M #3	F/M #4
Road Materials	\$ 121,939.75	\$ 101,480.16	\$ 176,212.37	\$ 115,992.07
Equipment Maint.	37,317.35	51,253.23	16,121.34	26,651.52
Operating Expense	48,186.22	15,639.10	1,917.67	68,444.40
Equipment/Leases	-	72,233.00	-	-
TIRZ Payments	9,018.00	9,018.00	9,018.00	-
	\$ 216,461.32	\$ 249,623.49	\$ 203,269.38	\$ 211,087.99



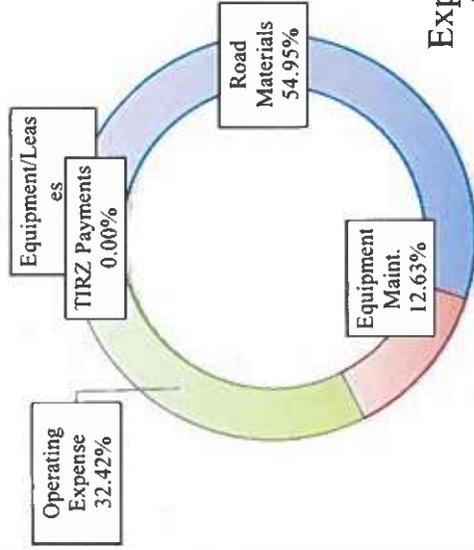
F/M 1
Expenditure Summary
September 2024
\$216,461.32



F/M 2
Expenditure Summary
September 2024
\$249,623.49

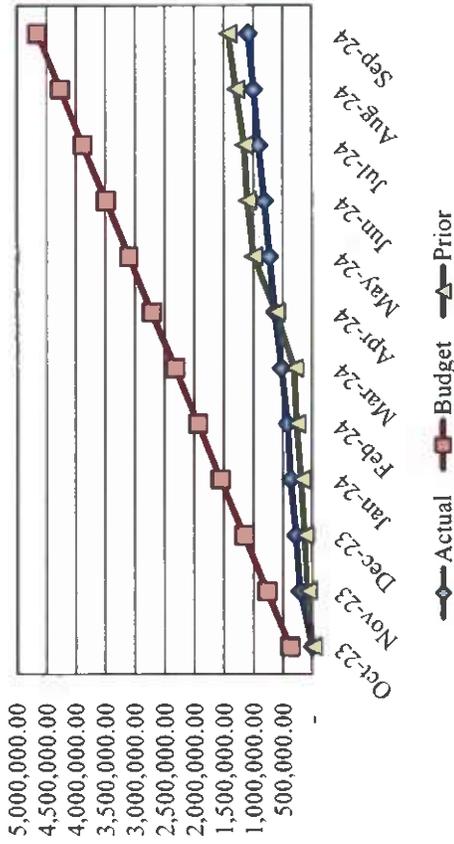


F/M 3
Expenditure Summary
September 2024
\$203,269.38

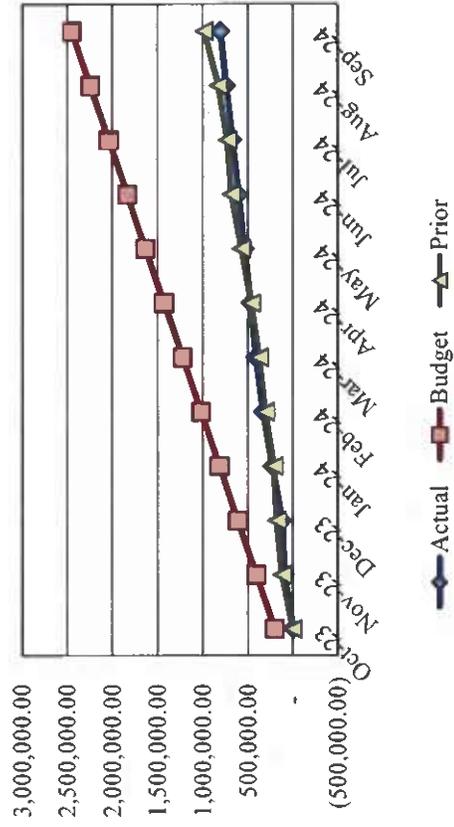


F/M 4
Expenditure Summary
September 2024
\$211,087.99

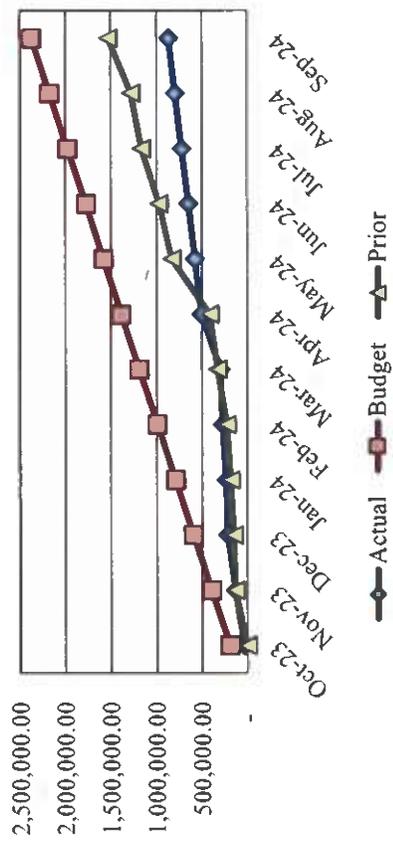
Farm to Market Pct. #1
Expenditure Projection FY2024



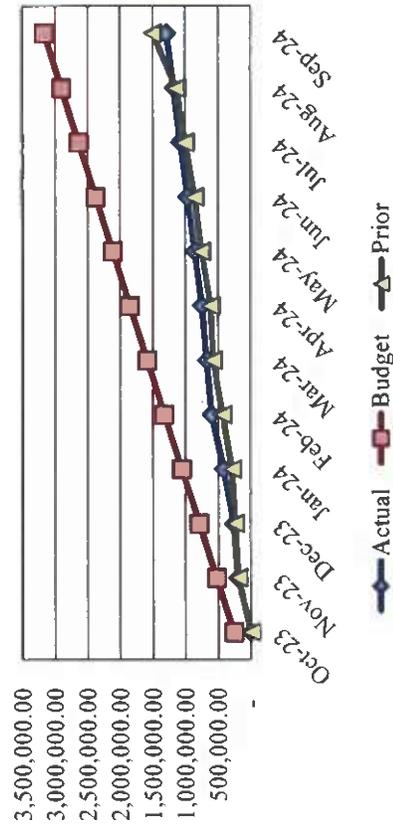
Farm to Market Pct. #2
Expenditure Projection FY2024



Farm to Market Pct. #3
Expenditure Projection FY2024



Farm to Market Pct. #4
Expenditure Projection FY2024



COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 10/23/2024 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Staci Parr

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

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: 101 W Main St, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 10/29/2024

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

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

Present a tabulated report of the county's receipts and disbursements of funds from
September 21, 2024 - October 19, 2024 pursuant to Local Government Code §114.024

* _____
County Attorney Approval

Trial Balance for Ellis County

From 09/21/2024 to 10/19/2024

Fund	Name	Opening Balance	Debit	Credit	Closing Balance
1	GENERAL FUND	39,872,121.84	6,243,999.57	12,961,233.56	33,154,887.85
2	ROAD IMPROVEMENT FUND	2,217,272.50	9,918.09	-	2,227,190.59
3	ROAD/BRIDGE PCT. 1	2,995,712.97	236,553.52	334,261.63	2,898,004.86
4	ROAD/BRIDGE PCT. 2	2,941,427.79	189,232.10	209,498.90	2,921,160.99
5	ROAD/BRIDGE PCT. 3	1,169,377.17	533,789.92	1,105,234.31	597,932.78
6	ROAD/BRIDGE PCT. 4	2,318,980.75	306,662.08	328,457.48	2,297,185.35
7	ADULT PROBATION	1,569,123.98	169,338.06	222,232.20	1,516,229.84
8	JUVENILE PROBATION	411,329.76	315,677.69	384,007.36	343,000.09
9	F/M PCT. 1	3,593,421.97	137,013.68	321,079.03	3,409,356.62
10	F/M PCT. 2	1,034,641.12	216,465.42	357,333.08	893,773.46
11	F/M PCT. 3	944,849.17	131,091.37	207,208.04	868,732.50
12	F/M PCT. 4	1,865,943.66	120,119.52	443,965.17	1,542,098.01
13	LATERAL ROAD PCT. 1	460,487.69	46,523.30	-	507,010.99
14	COUNTY & DISTRICT CT TECH	51,257.06	391.79	-	51,648.85
15	JUSTICE COURT TECHNOLOGY FUND	247,164.98	2,436.74	-	249,601.72
16	DC ARCHIVES RECORDS MANAGEMENT	191,167.26	863.15	-	192,030.41
17	JURY	48,587.13	3,940.21	15,263.50	37,263.84
18	PERMANENT IMPROVEMENT	6,934,112.18	816,396.31	983,166.57	6,767,341.92
19	LAW LIBRARY	81,369.89	16,078.68	43,566.37	53,882.20
20	TRUST AND AGENCY FUND	-	-	-	-
21	RECORDS MANAGEMENT	2,740,703.87	44,573.79	7,912.10	2,777,365.56
22	CC ARCHIVES RECORDS MANAGEMENT	2,036,332.64	40,716.90	-	2,077,049.54
23	ROW AVAILABLE	57,115.96	1.15	-	57,117.11
24	FIRE MARSHAL SPECIAL FUND	228,095.30	3,372.19	4,282.45	227,185.04
26	DISTRICT COURT RECORDS TECH	258,634.41	1,208.51	-	259,842.92
27	ROAD DISTRICT #1	951,993.63	4,128.51	-	956,122.14
28	ROAD DISTRICT #5	16,919.58	73.38	-	16,992.96
29	ROAD DISTRICT #16	220,915.00	958.04	-	221,873.04
30	CHECK PROCESSING FEE AC	149,073.05	648.47	-	149,721.52
31	DRUG FORFEITURE FUND	330,998.06	9,076.00	-	340,074.06
32	GEN RECORD MANAGE/PRESE	995,603.04	12,090.59	-	1,007,693.63
33	COURTHOUSE SECURITY FUN	571,661.04	10,817.69	337.19	582,141.54
34	COURT REC. PRESERVATION 51.708	217,803.35	3,436.74	-	221,240.09
36	ELECTIONS ADMIN FEES	152,962.92	1,219.03	1,310.50	152,871.45
38	SERIES 07 INTEREST & SINKING	552,958.62	16,345.38	11,255.00	558,049.00
40	SERIES 07 BOND PROJECT	-	-	-	-
42	SHERIFF FEDERAL DRUG FORFEITURE	704,218.24	21,595.09	8,915.00	716,898.33
43	COUNTY CLERK VITALS PRESERVATION	48,574.76	826.49	-	49,401.25
45	ELLIS CO COMM CORRECTIONS	63,840.16	8,858.02	31,168.25	41,529.93
46	SHERIFF SEIZURE FUND	184,734.53	775.71	-	185,510.24
47	SHERIFF DRUG FORFEITURE	420,606.16	26,078.44	-	446,684.60
48	DISTRICT ATTY DRUG SEIZ	454,589.89	22,087.57	26,616.46	450,061.00
50	CIVIL SUPERVISION FEES	262,654.58	21,848.43	21,439.91	263,063.10
53	COURT FACILITY FEES	203,714.39	7,017.57	-	210,731.96
55	OPIOID SETTLEMENT	121,945.75	528.82	-	122,474.57
56	CONSTABLE PCT #2 FORFEITURE	1,510.90	2.88	-	1,513.78
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	79,130.08	1,918.93	-	81,049.01
63	AMERICAN RESCUE PLAN	15,640,818.93	69,400.04	66,400.00	15,643,818.97
66	JUVENILE JUSTICE ALTERNATIVE EDUC.	60,561.25	27,723.42	64,309.37	23,975.30
68	VEHICLE REPLACEMENT FUND	2,848,304.90	751,925.00	21,610.44	3,578,619.46
71	TREASURERS HELD PROPERTY	1,454.46	2.78	-	1,457.24
72	ELLIS COUNTY LEVEE #2	304,534.96	1,284.06	-	305,819.02
73	ELLIS COUNTY LEVEE #3	437,916.54	1,839.00	-	439,755.54
74	ELLIS COUNTY LEVEE #4	8,588.67	16.40	-	8,605.07
75	JUVENILE PROBATION FEES	83,119.50	-	230.74	82,888.76
76	SUBDIVISION INSPECTION FEES	2,775.00	-	-	2,775.00
79	CHAPTER 47 SEIZURE FUND	82,870.00	158.19	-	83,028.19
80	SB22 - SHERIFF	506,747.37	966.63	137,922.86	369,791.14
81	SB22 - COUNTY ATTORNEY	29,113.88	275,090.35	11,185.89	293,018.34
91	UNCLAIMED PROPERTY	59,722.08	114.01	-	59,836.09
125	CONSTABLE PCT 1 LEOSE FUNDS	-	-	-	-
126	CONSTABLE PCT 2 LEOSE FUNDS	2,941.71	-	-	2,941.71
127	CONSTABLE PCT 3 LEOSE FUNDS	1,203.82	-	-	1,203.82
128	CONSTABLE PCT 4 LEOSE FUNDS	2,419.06	-	-	2,419.06
129	SHERIFF LEOSE FUNDS	21,472.39	-	2,395.00	19,077.39
130	DISTRICT ATTY LEOSE FUNDS	1,913.44	-	-	1,913.44
131	LANGUAGE ACCESS FUND	41,164.04	1,197.00	-	42,361.04
132	COURT REPORTER SERVICES	87,287.00	-	-	87,287.00
		101,113,471.06	10,886,412.40	18,333,798.36	93,666,076.10

ELLIS COUNTY COMMISSIONERS COURT		Court Date: October 29, 2024	
REPORTING DEPARTMENT: <i>Engineering</i>			
AGENDA TYPE	Engineering Dept Financial Report September 2024 CONSENT AGENDA ITEM		
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

AGENDA CAPTION:
 Approval of the Engineering Department monthly financial report for September 2024, as Chapter 114.044 of the Texas Local Government Code requires.

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

REVENUE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0375-406680	Map Sales	\$ 0.00
001-0375-409385	Engineering Plan Reviews (Admin/Dams \$71,747.98)	\$ 106,685.98
001-0375-406080	ROW Reviews & Misc.	\$ 100.00
Total Revenues		\$ 106,785.98

EXPENSE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0375-506010	Mileage Reimbursement	\$ 0.00
001-0375-506890	GIS Software	\$ 39.99
001-0375-507030	Telephone	\$ 214.48
001-0375-508010	Supplies	\$ 3,937.13
001-0375-508020	Equipment	\$ 0.00
001-0375-508050	Conference	\$ 350.00
001-0375-508070	Operating Expenditures	\$ 0.00
001-0375-508080	Auto Gas	\$ 2,764.97
001-0375-508190	Computer Equipment	\$ 648.99
001-0375-508350	Training & Education	\$ 0.00
001-0375-508680	Contract Services	\$ 151.13
001-0375-508690	Professional Fees	\$ 0.00
001-0375-508730	Maintenance/Repairs Office Equipment	\$ 0.00
001-0375-508820	Books	\$ 0.00
001-0375-508880	Computer Software	\$ 0.00
001-0375-509330	Consultant	\$ 0.00
001-0375-509740	Dam Projects	\$ 162,628.50
Total Expenditures		\$ 170,735.19

COMMISSIONERS COURT AGENDA REQUEST

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

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Please fill out this form completely:

DATE: 10.24.24 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Ryan Garrett

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Judge

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 10.29.2024

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

*** Consent ***

Approval to move Office of Constable Pct. 3, and the Departments of Behavioral Health, Emergency Management, Information Technology, and Maintenance as outlined in the supplemental document.

Departmental office location update:

Department:	Department Head:	From:	To:
Behavioral Health	Caitlin Wilkinson	Historic Courthouse 101 West Main Street Waxahachie, 75165 Ste 301	Historic Courthouse 101 West Main Street Waxahachie, 75165 Ste B100 (previously Veterans Services)
Constable Precinct 3	Curtis Polk	Historic Courthouse 101 West Main Street Waxahachie, 75165 Ste 105	Historic Courthouse 101 West Main Street Waxahachie, 75165 Ste 102 (previously Purchasing)
Emergency Management	Michaela Sandefer	Historic Courthouse 101 West Main Street Waxahachie, 75165 Ste 8105	Historic Courthouse 101 West Main Street Waxahachie, 75165 Ste 8102 & 8105 (previously Human Resources)
Information Technology	Jocelyn King	Courts & Administration 109 South Jackson Street Waxahachie, 75165 Ste CE115	Courts & Administration 109 South Jackson Street Waxahachie, 75165 Ste 140 & 145 (previously Tax Assessor & Tax Storage)
Maintenance	Keith Roberts	Courts & Administration 109 South Jackson Street Waxahachie, 75165 Ste 154	Courts & Administration 109 South Jackson Street Waxahachie, 75165 Ste M166

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/24/24 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: TODD LITTLE

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

DEPARTMENT OR ASSOCIATION: COUNTY JUDGE

ADDRESS: 101 WEST MAIN STREET

PREFERRED DATE TO BE PLACED ON AGENDA: 10/29/24

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

APPROVAL OF YEARLY CONTRIBUTION IN THE AMOUNT OF \$70,000.00 TO THE ELLIS COUNTY CHILDREN'S ADVOCACY CENTER FOR FY25. FUNDING WILL COME FROM THE COMMUNITY SUPPORT LINE.



INVOICE FOR SERVICES FY 24-25

ISSUED TO:

Cheryl Chambers, County Treasurer
Ellis County
109 S. Jackson
Waxahachie, TX 75165

INVOICE NO: EICoFY25

DATE: 10.18.2024

DUE DATE: 12.15.2024

PAY TO:

Ellis County Children's Advocacy Center, Inc.
425 E. Ross St.
Waxahachie, TX 75165

Thank you for your continued support of the Ellis County Children's Advocacy Center. We continue to see an increase in the number of children in our county who need CAC services. A comprehensive report of statistics will be issued to follow.

Provided:

- 990, Annual Audit
- W-9

DESCRIPTION	UNIT PRICE	QTY	TOTAL
Annual Support based on Population	70000.00	1	\$70,000.00
TOTAL			\$,70,000.00

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/14/24 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: TODD LITTLE

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

DEPARTMENT OR ASSOCIATION: COUNTY JUDGE

ADDRESS: 101 WEST MAIN STREET

PREFERRED DATE TO BE PLACED ON AGENDA: 10/29/24

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

CONSENT AGENDA-
APPROVAL FOR FY24 INVOICE TO ELLIS COUNTY MUSEUM IN THE AMOUNT OF \$50,000.00
FOR THE 2ND YEAR INSTALLMENT.

RECEIVED

OCT 15 2024

Invoice

COUNTY JUDGE

Ellis County Museum, Inc

Date: 10/08/2024

Invoice No.2

To:
Office of the Ellis County Judge
Attn: Todd Little, County Judge
101 W. Main Street
Waxahachie, Texas, 75165

Qty	Item #	Description	Federal EIN	Discount	Line Total
1	Contract	2024 Museum Installment	75- 1285688		50,000.00
Total Discount					
				Subtotal	50,000.00

Please mail a check to the address listed
below or wire funds to:

Citizens National Bank of Texas
REF: Ellis County Museum
Routing: 111901629
Account Number: 120147

Thank you for your contribution!

Ellis County Museum
201 College St
Waxahachie, TX 75165

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/15/24 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: TODD LITTLE

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

DEPARTMENT OR ASSOCIATION: COUNTY JUDGE

ADDRESS: 101 WEST MAIN STREET

PREFERRED DATE TO BE PLACED ON AGENDA: 10/29/24

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

CONSENT AGENDA-
APPROVAL FOR THE COUNTY JUDGE TO OBTAIN MEMBERSHIP FROM THE TEXAS
CONFERENCE OF URBAN COUNTIES FOR FY25 IN THE AMOUNT OF \$10,074.00.



Chairperson

Judge Eddie Treviño Jr.
Cameron County

Chairperson-Elect

Judge David Blackburn
Bell County

Immediate Past Chair

Comm. Theresa Daniel
Dallas County

Vice-Chairpersons

Comm. Justin Rodriguez
Bexar County

Comm. David Stout

El Paso County

Comm. Bo Alfred

Jefferson County

Comm. Scott Ramsey

Midland County

Comm. Gary Fickes

Tarrant County

Comm. Margaret Gómez

Travis County

Directors

Comm. Adrian Garcia

Harris County

Comm. Susan Fletcher

Collin County

Executive Director

John B. Dahill

Policy Director

Adam P. Haynes

Member Counties

Bell · Bexar

Brazoria · Brazos

Cameron · Chambers

Collin · Comal

Dallas · Denton

El Paso · Fort Bend

Galveston · Grayson

Harris · Hays

Hidalgo · Jefferson

Johnson · Kaufman

Lubbock · McLennan

Midland · Nueces

Potter · Randall

Rockwall · San Patricio

Smith · Tarrant

Travis · Webb

Williamson · Wise

500 West 13th Street
Austin, TX 78701

July 16, 2024

Hon. Todd Little
Ellis County Judge
Ellis County Courthouse
101 W. Main St.
Waxahachie, TX 75165

Re: **Invitation to Join the Texas Conference of Urban Counties (CUC)**

Dear Judge Little,

Adam Haynes, our Policy Director, enjoyed talking with you in College Station at the meeting of the North and East Texas County Judges and Commissioners Association.

Texas counties are stronger in Austin when they work together. Ellis County has been a member of CUC in the past, and we would love to have the county return to our ranks.

The Texas Conference of Urban Counties was formed 50 years ago by the six most populous counties in Texas for the purpose of providing a forum for urban county commissioners court members to discuss county government issues, and to forge a united front in working with state officials in the state policy-making process. In recent years, other less populous urban counties have recognized the benefit of joining the association; today there are 34 member-counties representing nearly 80% of the population of Texas.

CUC provides three main programs of value to urban county officials:

1) The **Intergovernmental Relations Program (IGR)** is the central focus of CUC activities. We have a team of experienced individuals who review each of the thousands of bills filed each legislative session; identify those that may impact county government; and track those through the legislative process. Our team attends every hearing at which bills of interest are heard and provides testimony as necessary regarding the impacts on county governments and their constituents. The team also spends innumerable hours advancing the public policy objectives of our membership as set by the CUC Policy Committee by engaging directly with legislators and state leaders. In addition to advancing the interests of the urban counties in the legislative process, the IGR Program provides the Policy Analysis Project, whereby all proposed legislation, attorney general opinions, and proposed administrative rules are reviewed for county relevance.

Ellis County Membership Invitation
July 16, 2024

2) The **Education Program** provides continuing education events specifically tailored to the needs of urban county officials. During the Legislative Session, our membership luncheons in Austin qualify for continuing education credit for county commissioners. The annual Urban Counties Education and Policy Conference also provides substantial credit hours. In non-session years, additional programming is provided tailored to urban county officials' needs.

3) The **Member Services Program** provides additional services of value to urban county officials. This includes the Clippings Service, which provides a daily e-mail collection of Texas media articles on urban county issues, and Urban County Newsletters, which analyze and update important issues and state policy developments.

Last but not least, Public Power Pool ("P3") was created by CUC and its members to save taxpayer dollars by aggregating electricity needs and procuring better power contracts at a lower cost. Since the program began in 2002, members have saved over \$202 million against market rates. Research shows that when a county joins P3, it pays one-third to one-half of a cent less per kWh than it would by procuring alone. By conducting a joint RFP process, P3's 99 political subdivisions, including 43 Texas counties, receive better contract terms, lower rates, and superior contract service. P3 is a separate non-profit corporation that recovers its operating expenses through a low administrative fee that research shows is up to five times less than typical broker commissions.

For your convenience, I have enclosed a detailed information sheet on our programs.

To activate membership in CUC for the remainder of 2024 – at no charge – Ellis County would have to submit a record of the commissioners court's approval of membership. For 2025, Ellis County would pay dues later this year.

The current dues structure is \$3,000 plus \$0.03284 per county resident, as enumerated in the latest county-by-county population estimates published by the Texas Demographic Center. FY 2025 dues for Ellis County would be \$10,074. Dues are billed annually at the beginning of the fiscal year, which is October 1.

I would be pleased to visit with you about the association at your convenience, answer any questions you may have, and discuss the initiatives and programs of the Texas Conference of Urban Counties.

Sincerely,



John B. Dahill
Executive Director

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/15/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Jackie Miller

PHONE: 972-825-5023 FAX: _____

DEPARTMENT OR ASSOCIATION: Justice Of The Peace Pct 2

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 10/29/2024

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

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

DECREASE 001-0520-508730 Maint-RPS OFC Equip by \$202.78
INCREASE 001-0520-508680 Contract Services by \$202.78



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2023-2024

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0520-508730	MAINT-RPS OFC EQUIP	\$ 202.78
	TOTAL:	\$ 202.78

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0520-508680	CONTRACT SERVICES	\$ 202.78
	TOTAL:	\$ 202.78

[Handwritten Signature]

10-15-24 10/15/2024

JUSTICE OF THE PEACE PCT. 2

Signature

Date

Department

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

APPROVED THIS _____ DAY OF _____,

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

REVIEWED BY COUNTY AUDITOR'S OFFICE: _____

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/17/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: William Wallace

PHONE: 972-825-5014 FAX: _____

DEPARTMENT OR ASSOCIATION: 378th Judicial District Court

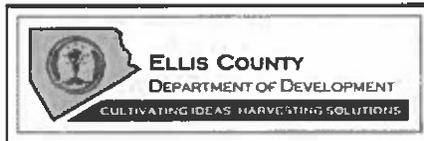
ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 10/29/2024

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

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

DECREASE 001-0190-508880 Computer Software by \$2,800.00
INCREASE 001-0190-508050 Conference by \$2,613.00
INCREASE 001-0190-506980 Law Books / Dues by \$126.00
INCREASE 001-0190-507030 Telephone by \$61.00



Department of Development Agenda Items
Ellis County Commissioners' Court -
October 29, 2024
2:00 PM

CONSENT AGENDA

Consent Agenda Item No. 1.1

Approval of the Engineering Department monthly financial report for September 2024, as Chapter 114.044 of the Texas Local Government Code requires.

REGULAR AGENDA

Agenda Item No. 1.1

Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID 189402. This ± 2.59-acre site is located ± 2,025 feet northeast of the intersection of Cox Road and Crownover Road, located in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 3.

Agenda Item No. 1.2

Discussion, consideration, and action to accept a performance bond for the proposed Cunningham Estates Phase 2. The ± 153.126-acre site is located ± 1,590 feet west of the intersection of Old Maypearl Road and Cunningham Meadows Road, situated in the W. Lockwood Survey, Abstract No. 647 & the A. Ferguson Survey, Abstract No. 350, Waxahachie, Road and Bridge Precinct No. 3.

Agenda Item No. 1.3

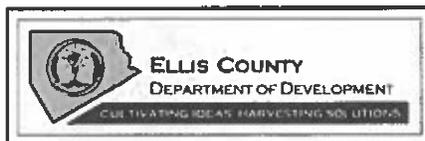
Discussion, consideration, and action to release a letter of credit and accept infrastructure for Sagebrush Addition. The ± 92.217-acre site is located at the intersection of Longbranch Road & Hayes Road, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4.

Agenda Item No. 1.4

Discussion, consideration, and action to ratify staff action on a plat of JCG Ranch. The ± 1.663-acre site is located ± 165 feet south of the intersection of Parksville Drive and FM 983, situated in the M. Phelps Survey, Abstract No. 824, Ferris, Road and Bridge Precinct No. 1.

Agenda Item No. 1.5

Discussion, consideration, and action to ratify staff action on a plat of Langer – FM 1181 Addition, Lots 1R, 2, & 3, Block A being a replat of Langer – FM 1181 Addition, Lot 1, Block A. The ± 15.109-acre site is located at the intersection of Log Cabin Road and Old Telico Road, Ennis, Road and Bridge Precinct No. 2.



Agenda Item No. 1.6

Discussion, consideration, and action to ratify staff action on a plat of GA Morgan Estates. The ± 1.41-acre site is located ± 1,775 feet west of the intersection of Hoyt Road and Angus Road, situated in the W.C. Moody Survey, Abstract No. 747, Waxahachie, Road and Bridge Precinct No. 3.

Agenda Item No. 1.7

Discussion, consideration, and action to ratify staff action on a plat of Lawson Estates. The ± 1.239-acre site is located southeast of the intersection of Thunder Road and FM 308, situated in the John C Logan Survey, Abstract No. 649, Milford, Road and Bridge Precinct No. 3.

Agenda Item No. 1.8

Discussion, consideration, and action on a plat of Heirloom, Phase 1A. The ± 27.461-acre site is located ± 4,000 feet east of the intersection of S. 14th Street and FM 875, situated in the R. Rowles Survey, Abstract No. 938, and the S. Smith Survey, Abstract No. 973, in the extraterritorial jurisdiction (ETJ) of Midlothian, Road and Bridge Precinct No. 3.

Agenda Item No. 1.9

Discussion, consideration, and action on a plat of Heirloom, Phase 1B. The ± 77.047-acre site is located ± 4,000 feet east of the intersection of S. 14th Street and FM 875, situated in the R. Rowles Survey, Abstract No. 938, in the extraterritorial jurisdiction (ETJ) of Midlothian, Road and Bridge Precinct No. 3.

Agenda Item No. 1.10

Discussion, consideration, and action on a plat of Heirloom, Phase 1C. The ± 63.997-acre site is located ± 4,000 feet east of the intersection of S. 14th Street and FM 875, situated in the R. Rowles Survey, Abstract No. 938 and the M.H. Davis Survey, Abstract No. 314, in the extraterritorial jurisdiction (ETJ) of Midlothian, Road and Bridge Precinct No. 3.

Agenda Item No. 1.11

Discussion, consideration, and action to ratify staff action on a plat of Henson Addition. The ± 10.004-acre site is located ± 850 feet south of the intersection of West Highland Road and Bryson Lane, situated in part of Asa R. Newton Survey, Abstract No. 793, in the extraterritorial jurisdiction (ETJ) of Midlothian, Road and Bridge Precinct No. 4.

EXECUTIVE SESSION

- MUD updates
- Selinger v. Ellis County (if necessary)
- Agenda Items No. 1-8 to 1.10, regarding the Heirloom plats (Highland Lakes MUD)

ELLIS COUNTY COMMISSIONERS COURT		October 29, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Variance Request – Road Frontage - Parcel ID No. 189402 Pct. No. 3 AGENDA ITEM NO. 1.1		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:
Discussion, consideration, and action on a variance request to Volume I, Section IV (A) of the Subdivision & Development Standards regarding the minimum public road frontage requirements for Parcel ID 189402. This ± 2.59-acre site is located ± 2,025 feet northeast of the intersection of Cox Road and Crownover Road, located in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 3.

CASE TYPE:

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

IDENTIFYING LANDMARK:
Parcel ID No. 189402

APPLICANT(S):
Kerry Woodson

ATTACHMENTS:

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

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to develop this 2.59-acre site; however, it does not meet the minimum 150-foot public road frontage requirement. Unfortunately, the property falls short of the required road frontage requirements by ± 90 feet.
- The applicant wishes to build a ± 1,200 sq. ft. storage building and rebuild the existing farmhouse. Platting is required because the accessory structure and farmhouse will have a septic system.
- The only way to develop this property is through a variance from the Commissioners Court.

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
10/18/2024	Nine (9) letters

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

Relief Sought From:	County Dev. Standard:	Applicant's Request:	Difference:
Lots – Minimum Public Road Frontage	150 feet	±60 feet	± 90 feet

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

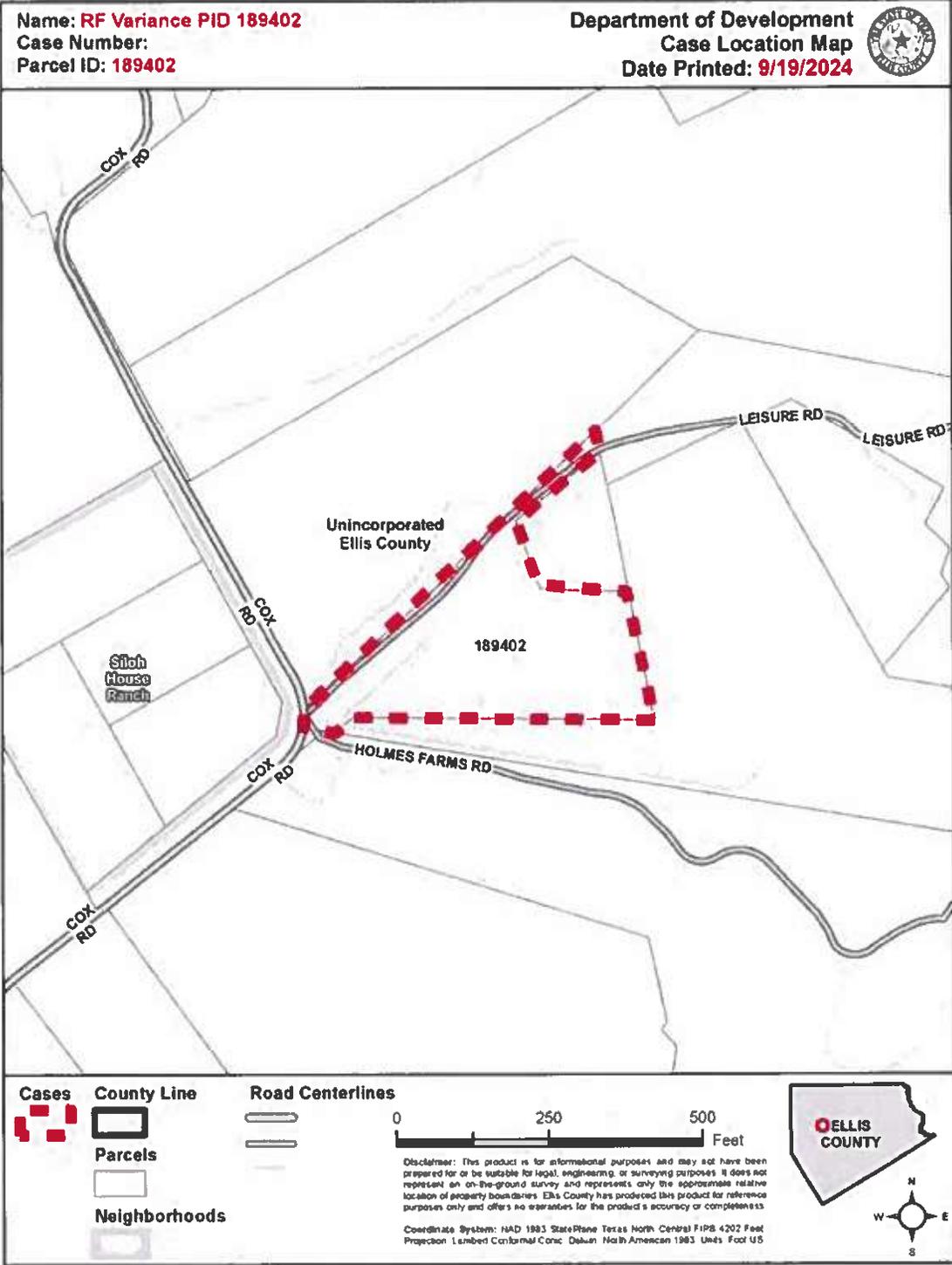
1. *There are special conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*
2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the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

FINAL ANALYSIS:

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

Should the Commissioners Court decide to approve this variance request for PID No. 189402– allowing one (1) lot to develop without meeting the minimum road frontage requirement – staff requests it be subject to the following conditions:

1. Any further subdivision of this property shall require a plat meeting those regulations in effect at the time of platting.
2. Approval of this variance request does not extend to multi-tenant, multi-unit, or any other commercial structures or businesses without meeting the requirements in effect at that time.



Kerry Woodson
640 Cox Rd
Waxahachie, TX 75167

9-14-2024

Ellis County Commissioners Court
109 South Jackson
Waxahachie, TX 75165

Dear Ellis County Commissioners,

Re: Variance Request for 640 Cox Rd - County Service Road Requirement

I am writing to formally request a variance from the requirement of 150 feet of county service road for the property located at 640 Cox Rd.

The current requirement poses significant challenges for our property, including the inability to add a small (~1200 sq ft) storage building and a plan to replace/rebuild an old farmhouse on the site.

We believe that granting this variance would not negatively impact the surrounding area or compromise public safety for the following reasons:

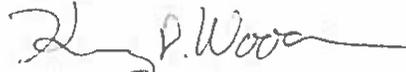
1. The property currently has 60' of frontage on Cox Rd. In addition, the side of the property is accessible by over 300' of the privately maintained Leisure Rd, which is also a legally designated ingress/egress easement for residents living down that road.
2. The property has operated in this current arrangement for many years.

We are committed to working with the county to ensure that any concerns are addressed. If granted, we propose to improve the property while maintaining its single-family residential status.

We respectfully request that you consider our application for this variance. We are happy to provide any additional information or documentation that may assist in your decision-making process.

Thank you for your time and consideration of this matter.

Sincerely,



Kerry Woodson

Enclosures: Application for variance; property map/survey.

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On October 29th 2024, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present to wit:

COUNTY JUDGE:

Judge Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, GRANTING A VARIANCE REQUEST TO VOLUME I, SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT STANDARDS REGARDING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENTS FOR PARCEL ID 189402. THIS ± 2.59-ACRE SITE IS LOCATED ± 2,025 FEET NORTHEAST OF THE INTERSECTION OF COX ROAD AND CROWNOVER ROAD, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3, PROVIDING A CONFLICTS CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. GRANTING OF A VARIANCE.

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

SECTION 2. CONDITIONS OF APPROVAL

The variance is hereby granted for Parcel ID No. 189402 from Volume I, Section IV (A) of the Subdivision & Development Standards, allowing one (1) lot without meeting the minimum road frontage requirement, subject to the following conditions:

- 1) Any further subdivision of this property shall require a plat meeting those regulations in effect at the time of platting.
- 2) Approval of this variance request does not extend to multi-tenant, multi-unit, or any other commercial structures or businesses without meeting the requirements in effect at that time.

Relief Sought From:	County Development Standard:	Approved Request:	Difference:
Lots – Minimum Public Road Frontage	150 feet	± 60 feet	± 90 feet

SECTION 3. CONFLICTS

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS, ON THE 29TH DAY OF OCTOBER 2024.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

ELLIS COUNTY COMMISSIONERS COURT		October 29, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Cunningham Estates Phase 2 Performance Bond Acceptance Pct. No. 3 AGENDA ITEM NO. 1.2		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:

Discussion, consideration, and action to accept a performance bond for the proposed Cunningham Estates, Phase 2. The ± 153.126-acre site is located ± 1,590 feet west of the intersection of Old Maypearl Road and Cunningham Meadows Road, situated in the W. Lockwood Survey, Abstract No. 647 & the A. Ferguson Survey, Abstract No. 350, Waxahachie, Road and Bridge Precinct No. 3.

CASE TYPE:

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

PARCEL ID OR ADDRESS:

Parcel ID No. 183334

APPLICANT(s):

Old Maypearl, LLC

ATTACHMENTS:

- 1) Draft Order

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant requests that the County accept the following performance bond for the construction of Cunningham Estates, Phase 2:
- Bond No. GM241380 – in the amount of four million, three hundred eleven thousand, five hundred fifty-six dollars & 76/100 (\$4,311,556.76) issued by the Great Midwest Insurance Company.
- The County Engineer’s Office reviewed & approved the civil plans for this 109-lot residential subdivision on January 29, 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 amount shall be equal to one hundred percent (100%) of all contracts, agreements, and bids to construct roads, streets, street signs, underground utilities, required drainage structures, erosion control, and all other construction and that a bond be filed prior to such construction.

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

Approve this request to **accept Performance Bond:**

- Bond No. GM241380 – in the amount of four million, three hundred eleven thousand, five hundred fifty-six dollars & 76/100 (\$4,311,556.76) issued by the Great Midwest Insurance Company.

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 15th day of October 2024, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said Court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present to wit:

COUNTY JUDGE:

Judge Todd Little

COMMISSIONERS:

<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 PERFORMANCE BOND FOR THE PROPOSED CUNNINGHAM ESTATES, PHASE 2, AS SHOWN IN EXHIBIT A. THE ± 153.126-ACRE SITE IS LOCATED ± 1,590 FEET WEST OF THE INTERSECTION OF OLD MAYPEARL ROAD AND CUNNINGHAM MEADOWS ROAD, SITUATED IN THE W. LOCKWOOD SURVEY, ABSTRACT NO. 647 & THE A. FERGUSON SURVEY, ABSTRACT NO. 350, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

SECTION 1. ACCEPTANCE OF BOND

The Commissioners' Court finds that the proposed bond satisfies the criteria outlined in Section VII of the adopted Development Regulations and hereby accepts the following performance bond for Cunningham Estates Phase 2:

- Bond No. GM241380 – in the amount of four million, three hundred eleven thousand, five hundred fifty-six dollars & 76/100 (\$4,311,556.76) issued by the 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 THE 29th DAY OF OCTOBER 2024.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct. No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

EXHIBIT A

PERFORMANCE BOND

THAT, Old Maypearl RD, 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 Obligee), in the amount of Four million three hundred eleven thousand five hundred fifty six & 76/100 Dollars (USD) (\$ 4,311,556.76), 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 Cunningham Estate Ph. 2 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 14th day of October, 2024

PRINCIPAL(S)



SURETY

PRINTED NAME

Sheri R Allen

PRINTED NAME

TITLE

Attorney-in-Fact

TITLE

SEAL

ELLIS COUNTY COMMISSIONERS COURT		October 29, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Sagebrush Addition Maintenance Bond Release, Infrastructure Acceptance Pct. No. 4 AGENDA ITEM NO. 1.3		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

AGENDA CAPTION:
Discussion, consideration, and action to release a letter of credit and accept infrastructure for Sagebrush Addition. The ± 92.217-acre site is located at the intersection of Longbranch Road & Hayes Road, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4.

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

PARCEL ID OR ADDRESS:
Parcel ID No. 189287

APPLICANT(s):
Sumeer Homes, LLC
Hal Barrix, representative

ATTACHMENTS:
1) Location Map
2) Draft Order

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

PROPOSAL & BACKGROUND INFORMATION:

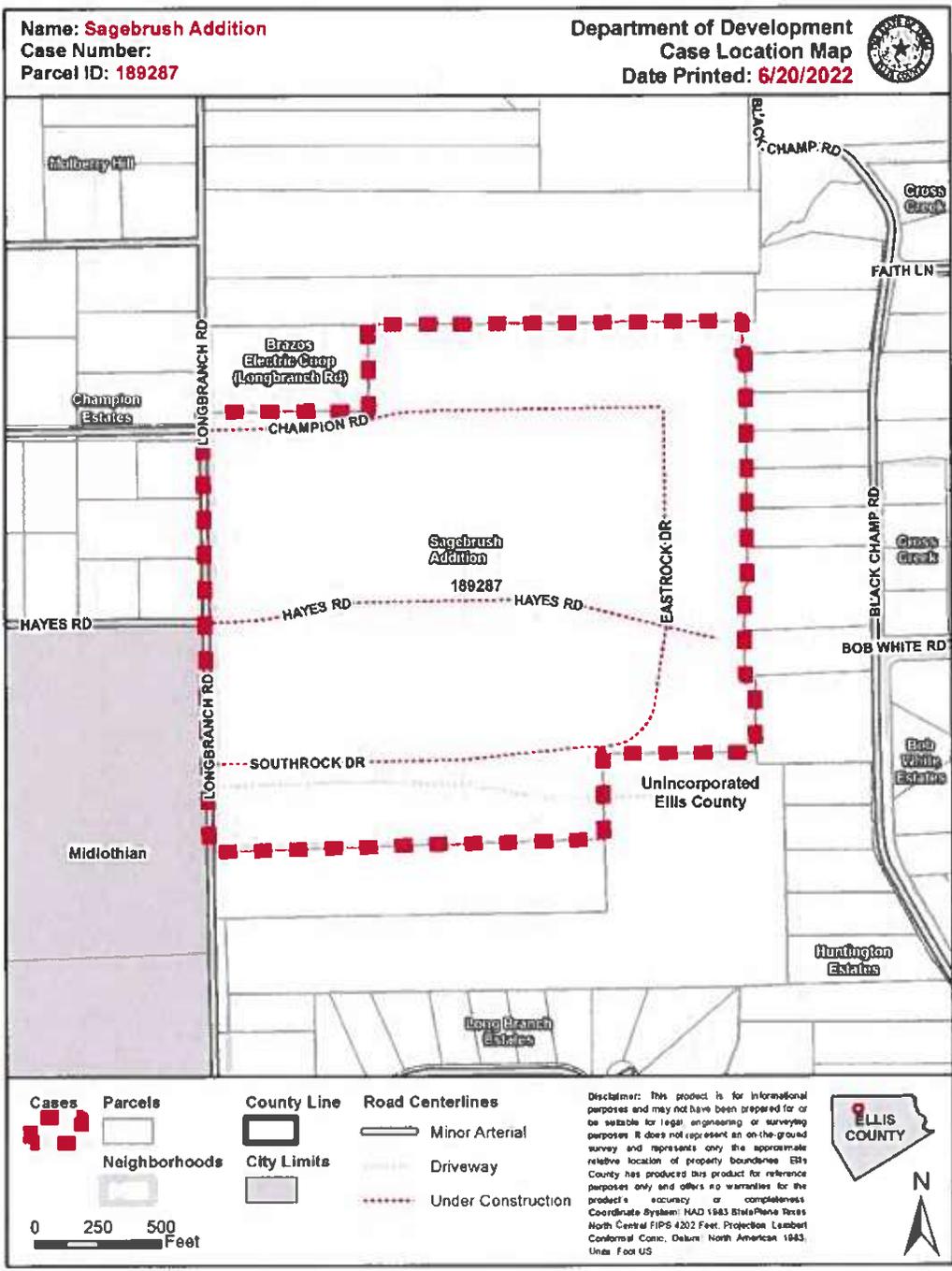
- The applicant requests that the County release Maintenance Letter of Credit No. 220201, issued by the Bank of the West, and accept the associated infrastructure.
- The Commissioners’ Court approved this plat on August 9, 2022, for 67 residential lots and one HOA lot.
- The Commissioners’ Court approved the maintenance bond on October 18, 2022.
- The County inspected the infrastructure in this subdivision. Staff determined that it is built to County standards and meets all the County’s requirements.

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

- 1) **Approve** this request to release the maintenance letter of credit totaling eight hundred eleven thousand, six hundred ninety-nine & 85/100 Dollars (\$811,699.85), issued by the Bank of the West.
- 2) **Accept** the infrastructure within the Sagebrush Addition subdivision into the County’s public road system.

Roads located in the Sagebrush Addition Subdivision include:

- Champion Road (± 1,899 feet)
- Eastrock Drive (± 874 feet)
- Hayes Road (± 2,042 feet)
- Southrock Road (± 2,160 feet)



COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this, the 29th day of October 2024, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

Judge Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, RELEASING THE MAINTENANCE BOND FOR THE SAGEBRUSH ADDITION SUBDIVISION AND ACCEPTING ITS INFRASTRUCTURE. THE PROPERTY CONTAINS ± 92.217 ACRES OF LAND IN THE MARY POWERS SURVEY, ABSTRACT NO. 843, LOCATED AT THE INTERSECTION OF LONGBRANCH ROAD & HAYES ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MIDLOTHIAN, ROAD AND BRIDGE PRECINCT NO. 4., WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "A, " PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AS PRESENTED.

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

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

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

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

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

SECTION 1. RELEASE OF MAINTENANCE BOND

The Commissioners' Court finds all infrastructure constructed within the Sagebrush Addition subdivision has been built in accordance with the County's current adopted Development Regulations and maintained, thereby satisfying the criteria outlined in Section VII (C) (5) (6) of the adopted Development Regulations.

SECTION 2. ACCEPTANCE OF INFRASTRUCTURE

The Commissioners' Court accepts the roads and related infrastructure constructed in the Sagebrush Addition subdivision into the County's Road System. Therefore, roads located within this subdivision, as described below and within the final plat of the Sagebrush Addition, as approved by the Commissioners' Court on August 9, 2022.

Roads located in the Sagebrush Addition Subdivision include:

- Champion Road (± 1,899 feet)
- Eastrock Drive (± 874 feet)
- Hayes Road (± 2,042 feet)
- Southrock Road (± 2,160 feet)

SECTION 3. CONFLICTS.

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

SECTION 4. SEVERABILITY CLAUSE

If any section, paragraph, sentence, phrase, or word in this order is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this order, 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 5. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, ON THIS THE 29TH DAY OF OCTOBER 2024.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Louis Ponder, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 220201

Amount: U.S. \$ 811,699.85 (eight hundred and eleven thousand six hundred and ninety nine dollars and eighty five cents U.S. DOLLARS)

This Letter of Credit is issued on September 30, 2022 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

SUMEER HOMES, INC
 Entity Type: Limited Liability Company
 2404 TEXAS DR., STE 103
 IRVING, TX 75062

BENEFICIARY:

ELLIS COUNTY C/O JUDGE TODD ELLIS
 Entity Type: Other
 101 W. Main Street
 Waxahachie, TX 75165

ISSUER:

BANK OF THE WEST
 108 West Northwest Highway
 Grapevine, TX 76051

1. LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under Bank of the West Letter of Credit No. 220201 dated September 30, 2022." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. DRAWINGS. Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

3. DOCUMENTS. Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

B. A sight draft drawn by Beneficiary on Issuer.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at Central Time (Time) on September 30, 2025 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

5. NON-TRANSFERABLE. This Letter of Credit is not transferable.

6. APPLICABLE LAW. This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of TEXAS, except as those laws conflict with the International Standby Practices 1998 (ISP98).

SUMEER HOMES, INC.
 Standby Letter Of Credit
 TX/41H1AMM0NS0000000002894018092822N

Wolters Kluwer Financial Services, Inc. ©1998, 2022 Bankers Systems™

INITIALS 
 Page 1

ELLIS COUNTY COMMISSIONERS COURT		October 29, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	JCG Ranch Pct. No. 1 AGENDA ITEM NO. 1.4		

CAPTION:
 Discussion, consideration, and action to ratify staff action on a plat of JCG Ranch. The ± 1.663-acre site is located ± 165 feet south of the intersection of Parksville Drive and FM 983, situated in the M. Phelps Survey, Abstract No. 824, Ferris, 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. 250571 & 227605, 2434333

APPLICANT(s):
 Jason & Candice Garcia

ATTACHMENTS:

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

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to plat the property to create one (1) residential lot.
- The Commissioners' Court approved a road frontage variance on July 9, 2024 (Minute Order 337.24).

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
n/a	N/A	N/A	N/A

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Rockett SUD	12 inches	09/11/2024

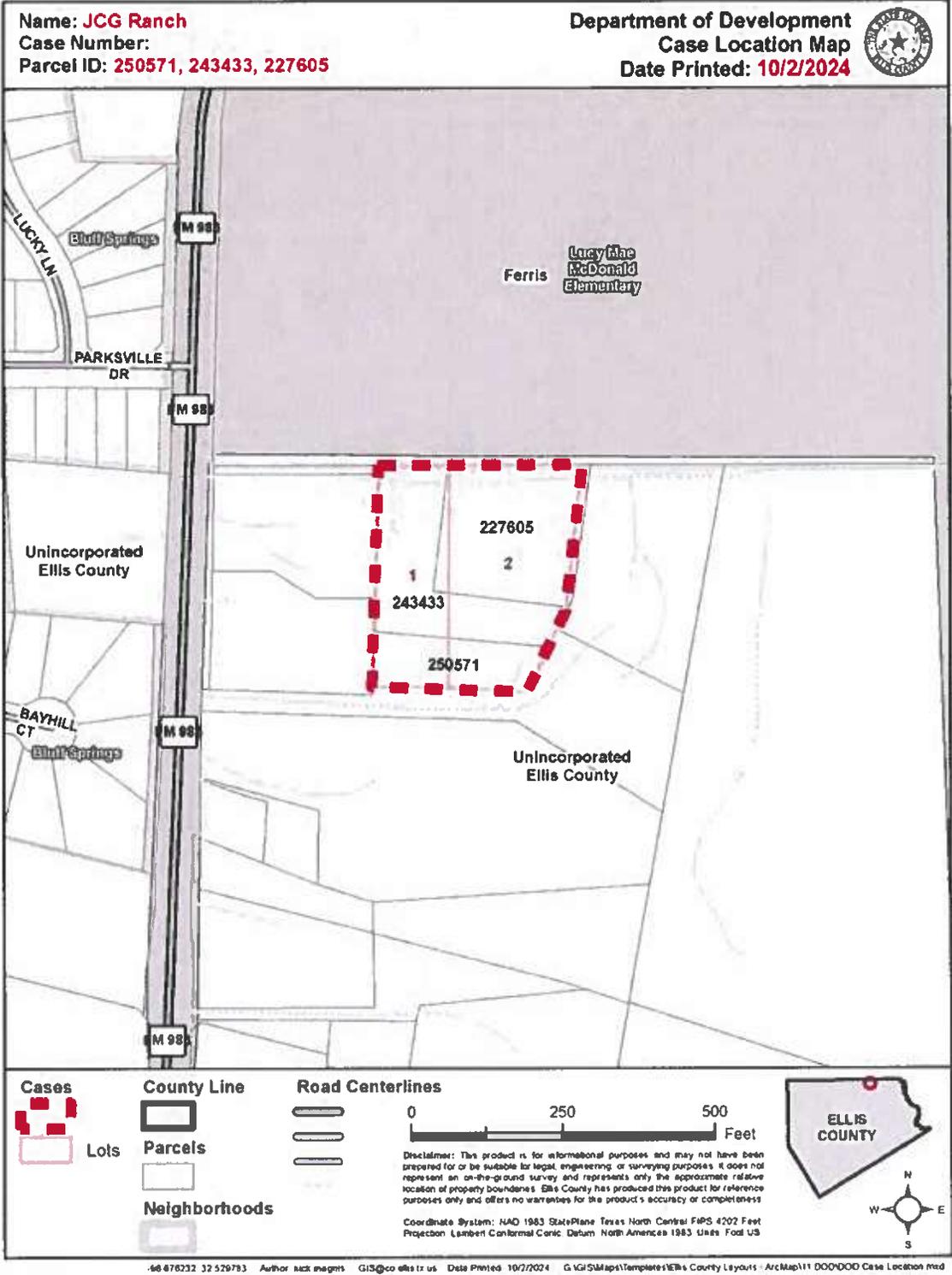
NOTICE REQUIREMENTS (if applicable):

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

ANALYSIS:
 Staff reviewed this plat and denied the initial submittal on September 30, 2024.

Since the letter was sent, the applicant has corrected the plat and met all conditions; therefore, staff recommends approval as presented.

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



46 878232 32 529783 Author: sac@mcgrath GIS@co.ellis.tx.us Date Printed: 10/2/2024 G:\GIS\Maps\Templates\Ellis County Layouts - ArcMap111 000\000 Case Location.mxd



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

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

September 30, 2024

JCG Ranch
George Garcia, Jason Garcia &
Candice Garcia

Re: Plat Application Submission Action for JCG Ranch (Parcel ID 243433, 227605, 250571)

The Department of Development (DoD) received your plat application for JCG Ranch on September 16, 2024, for 2 proposed lot on ± 2.663. After staff review, the Director of Planning & Development deems this plat application incomplete for the following reasons indicated below and as allowed under Ellis County Growth Initiatives. Upon completion of these items, staff can re-review the application at that time:

1. Parcel 243433 does not have approval of a road front variance.
2. Show the road on the plat drawing.
3. Label all building and setback lines and proposed easements on the plat drawing.
4. \$8.00 is owed for the plat filing fees on the tax certificates.

Please contact me if you have any additional questions.

Thank you,

Elsa M Sieg

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

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

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

ELLIS COUNTY COMMISSIONERS COURT		October 29, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Langer – FM 1181 Addition, Lots 1R, 2, & 3, Block A Pct. No. 2 AGENDA ITEM NO. 1.5		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:
 Discussion, consideration, and action to ratify staff action on a plat of Langer – FM 1181 Addition, Lots 1R, 2, & 3, Block A being a replat of Langer – FM 1181 Addition, Lot 1, Block A. The ± 15.109-acre site is located at the intersection of Log Cabin Road and Old Telico Road, 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. 177445 & 177446

APPLICANT(s):
 Billy Joe Morris, Patricia Langer

ATTACHMENTS:

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

STAFF RECOMMENDATION:

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

- PROPOSAL & BACKGROUND INFORMATION:**
- The applicants wish to replat the property to create two (2) additional lots, for a total of three (3) lots.
 - The Commissioners’ Court initially approved the plat of Langer – FM 1181 Addition on February 21, 2023.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
FM 1181	Minor (80'-100')	0 feet	Yes
Old Telico Road	Local 60'	30 feet	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Rice Water	4 inches	09/06/2024

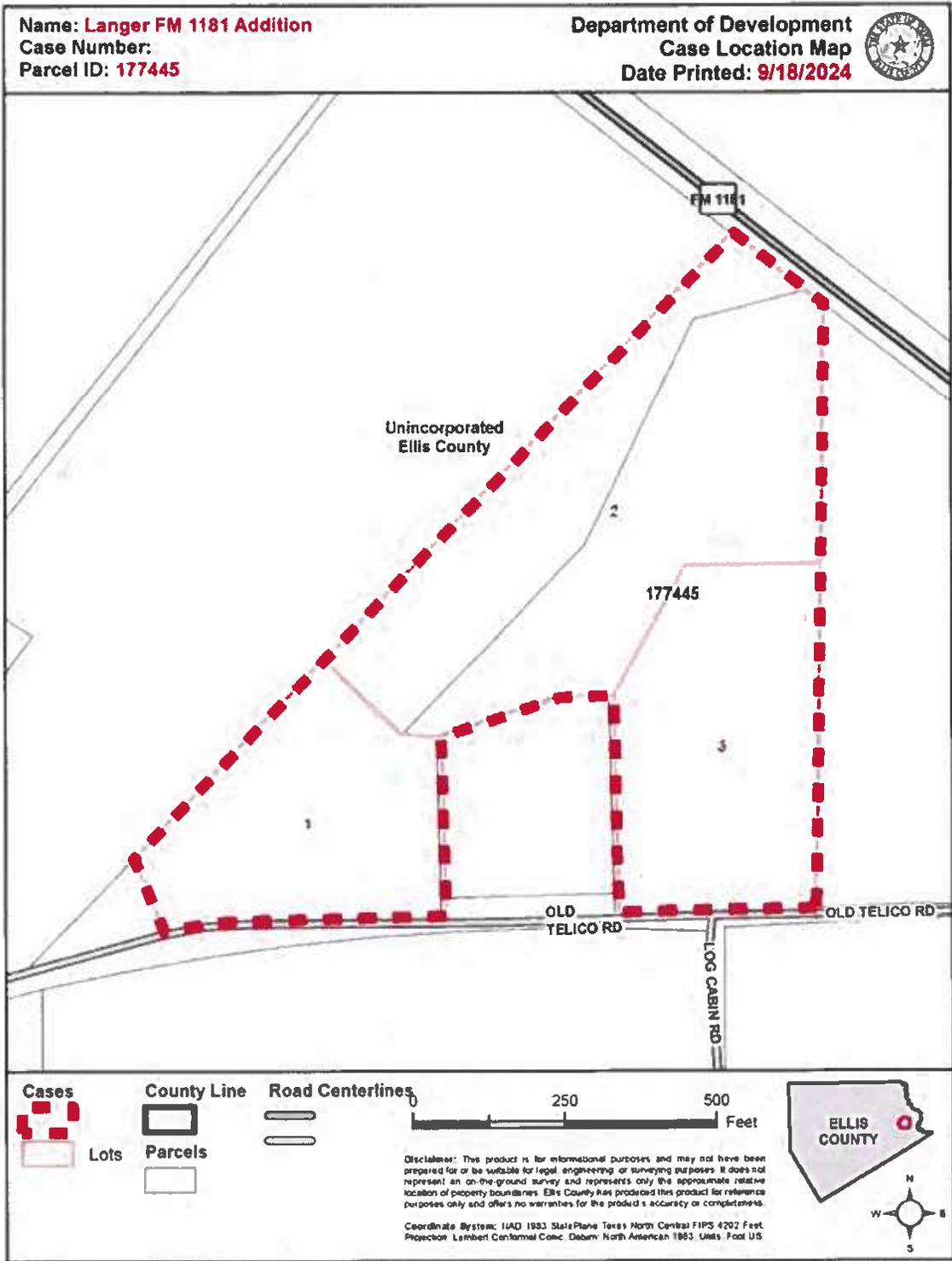
NOTICE REQUIREMENTS (if applicable):

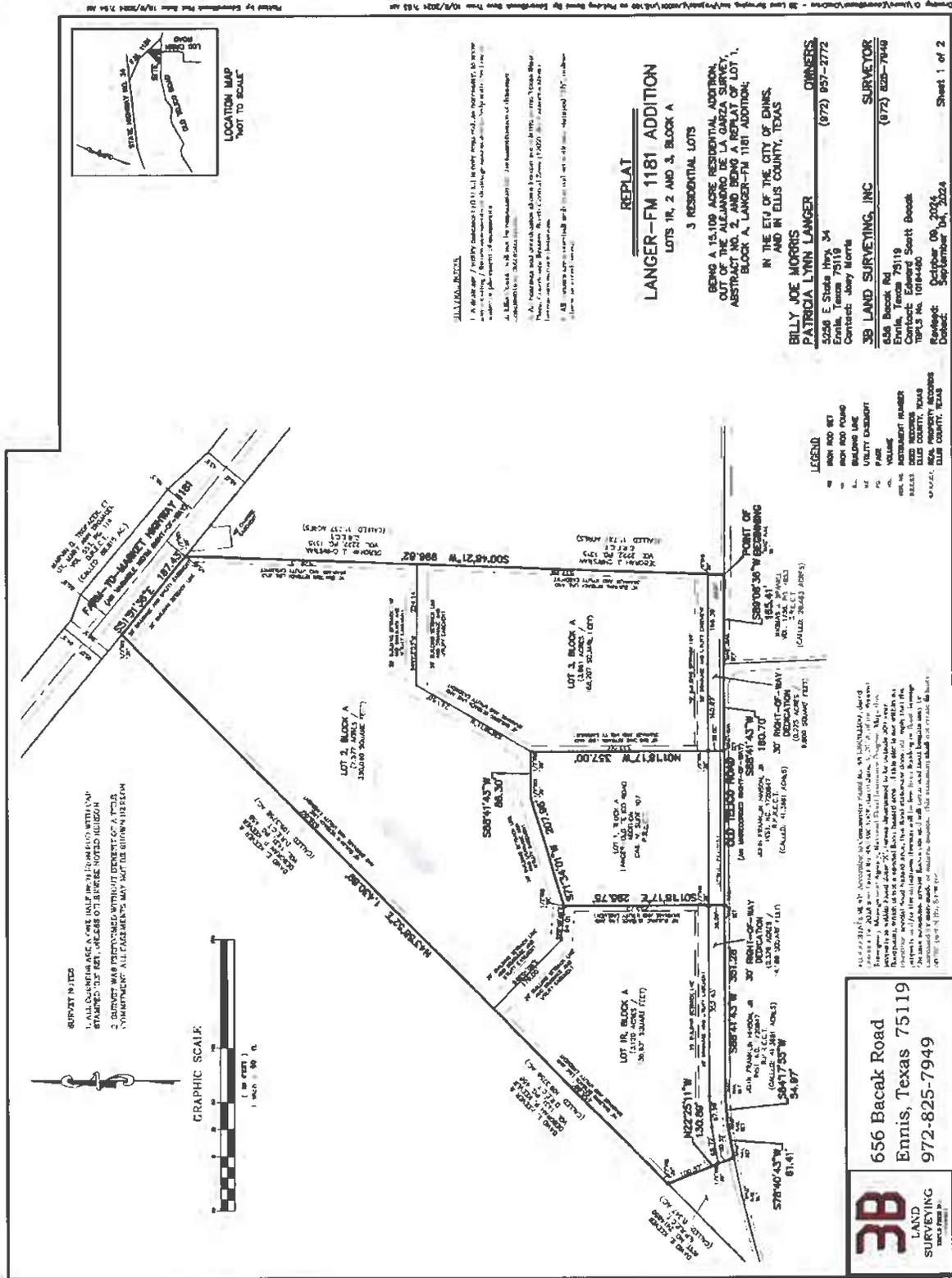
NEWSPAPER	WEBSITE	SURROUNDING
09/25;10/02;10/16/2024	09/23/2024	Two notices mailed— 09/26/2024

ANALYSIS:
 Staff reviewed this plat and **conditionally approved*** the initial submittal on September 30, 2024, provided the conditions are met within Attachment No. 3.

Since the letter was sent, the applicant has met all conditions, and staff recommends **approval** as presented.

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







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

E: dod@co.ellis.tx.us
P: 972-825-5200
W: ellispermits.com

September 30, 2024

Langer-FM 1181 Addition Replat
Billy Morris & Patricia Langer
5256 E State Hwy 34
Ennis, TX 75119

Re: Plat Application Submission Action for Langer-FM 1181 Addition Replat (Parcel ID 177445)

The Department of Development (DoD) received your plat application for Langer-FM 1181 Addition Replat on September 16, 2024, for 3 proposed lots on ± 15.109 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Label the width of the ROW on FM 1181 and Old Tellico Road,
2. Update the court signature block to match the attached sample plat,
3. The plat title block should read in the ETJ of the City of Ennis.
4. Reduce the building setback line to 25 feet.

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **October 15, 2024**.

Staff will need the items listed below delivered to our office no later than **Friday, October 11, 2024, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**

Please contact me if you have any additional questions.

Thank you,

Elsa M Sieg

Elsa M Sieg

Planner I

Ellis County Department of Development

Phone: 972-825-5460

Email: elsa.sieg@co.ellis.tx.us

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

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

ELLIS COUNTY COMMISSIONERS COURT		October 29, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	GA Morgan Estates Pct. No. 3 AGENDA ITEM NO. 1.6		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:
Discussion, consideration, and action to ratify staff action on a plat of GA Morgan Estates. The ± 1.41-acre site is located ± 1,775 feet west of the intersection of Hoyt Road and Angus Road, situated in the W.C. Moody Survey, Abstract No. 747, Waxahachie, Road and Bridge Precinct No. 3.

CASE TYPE:

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

PARCEL ID OR ADDRESS:
 Parcel ID No. 304027

APPLICANT(s):
 Candice Charles & Robert Daffron

ATTACHMENTS:

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

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to plat the property to create one (1) residential lot.
- The Commissioners Court approved an encroachment variance on June 25, 2024 (Order No. 317.24).
- The City of Waxahachie approved the applicant’s petition to withdraw this property from their ETJ on September 9, 2024, via Ordinance No. 3550.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Hoyt Road	Minor (80'-100')	55 feet	Yes

WATER SOURCE:

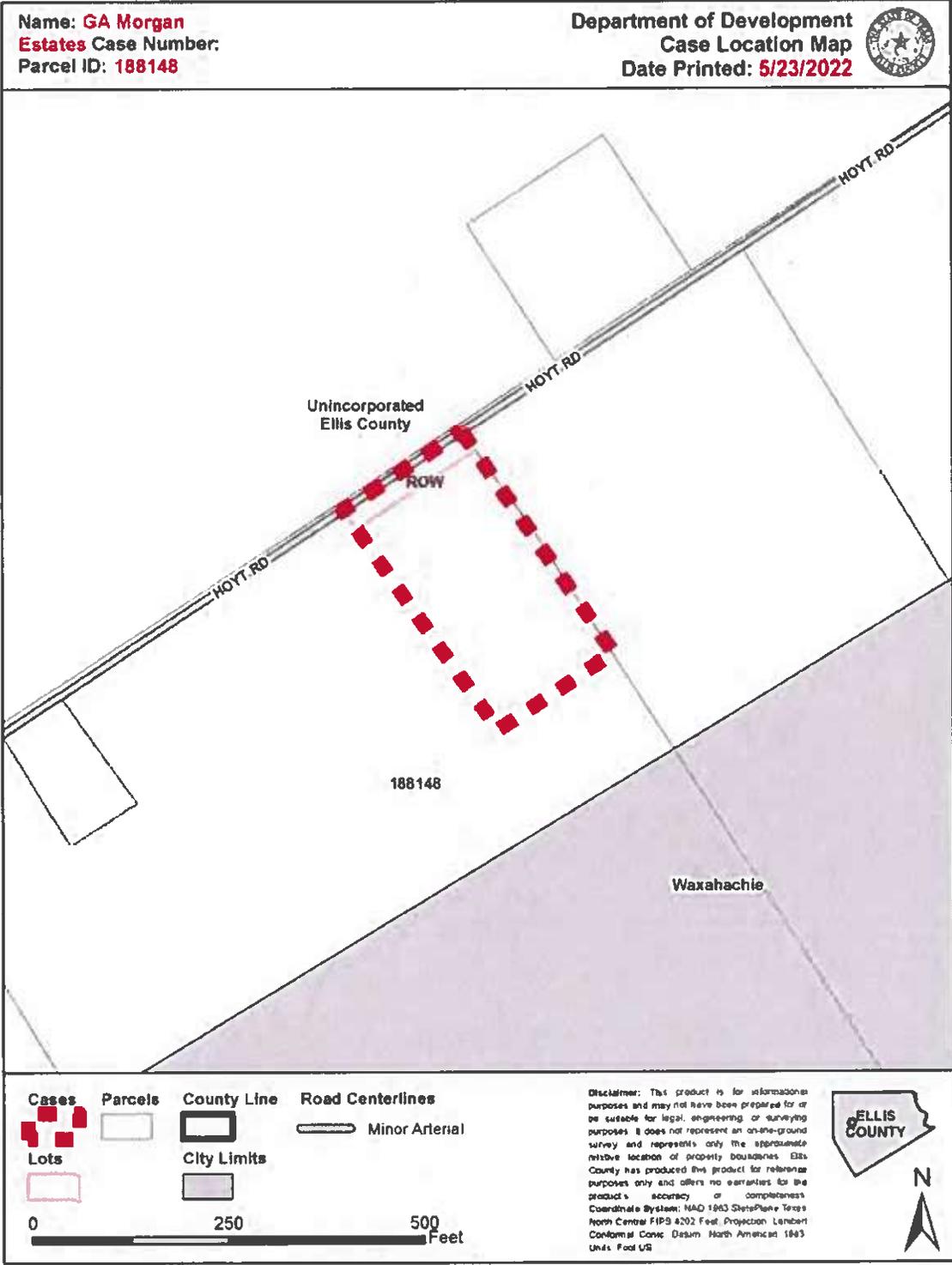
PROVIDER	Line Size	Date of Confirmation
Buena Vista-Bethel	8 inches	09/13/2024

NOTICE REQUIREMENTS (if applicable):

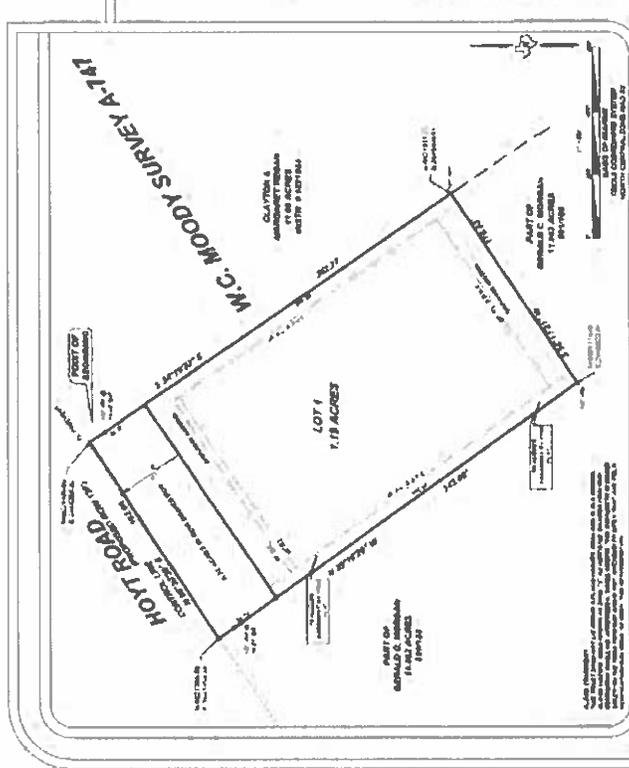
NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

ANALYSIS:
 Staff reviewed this plat and **conditionally approved*** the initial submittal on October 11, 2024, provided the conditions are met within Attachment No. 3.

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



44 95882 32 370702 Author: rich magers GIS@co.ellis.tx.us Date Printed: 5/23/2022 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD-DOD Case Location.mxd



W.C. MOODY SURVEY A-747
 1.18 ACRES
 PART OF
 GERALD C. MORGAN
 1.41 ACRES
 1.41 ACRES
 LOT 1

PLAT
GA MORGAN ESTATES
LOT 1
 1.41 ACRES
 W.C. MOODY SURVEY A-747
 CITY OF WAXAHACHE ETJ
 ELLIS COUNTY, TEXAS
 CASE # SUB-40-3022

HARDIN SURVEYING
 700 WEST 8TH
 DALLAS, TEXAS 75204
 (214) 342-4444

OWNERS / DEVELOPERS
 GERALD C. AND ALICE J. MORGAN
 308 STONY CREEK, DESOTO,
 TEXAS 76118
 469-222-2538

Agenda Item No. 1.6 – GA Morgan Estates
 Report Authored by: Elsa Sieg – Planner I
 Report Submitted & Approved by: Sara Garcia, Asst. Director and Alberto Mares, AICP, DR, CPM – Dir. of Planning & Development

Page 3 of 4

From: [Elsa Sieg](#)
To: [Kadon Patrick; candice@escplanter.com](#)
Cc: [Carmida Aguilar; Sara Garcia](#)
Subject: GA Morgan Estates Lot 1
Date: Friday, October 11, 2024 3:29:00 PM
Attachments: [Sample Final Plat 3.17.24.pdf](#)
[GA Morgan Submittal - plat.pdf](#)
[wax003.png](#)

Good afternoon,

As of today, I have not received an updated plat to review. The review is based off the plat received Sept. 2023 and the following is noted for revisions:

1. Remove City of Waxahachie and the case sub # from the plat title block
2. Remove City of Waxahachie approval block
3. Update the county approval block to match the attached sample plat.
4. Update the Owner's Certificate to reflect GA Morgan Estates and update the owners according to the deed.
5. Remove "variance needed" from the plat drawing.
6. Add a plat note regarding the removal from the ETJ and reference Ordinance No. 3550 on September 9, 2024
7. Add a plat note regarding the encroachment variance Minute Order 317.24 on June 25, 2024.
8. Provide tax certificate for 304027
9. Show the ETJ lines on the plat drawing

This plat will be tentatively placed on the Commissioners' Court Agenda on October 29, 2024. Please let me know if you have any questions.



Elsa M Sieg | Planner I
 Ellis County Department of Development
[302 N Monroe St. - 2nd Floor](#)
[Waxahachie, TX 75165](#)
 972-825-5200
[Ellispermits.com](#)

*** New location is located at **302 N. Monroe St.**, Waxahachie, TX 75165 (2nd floor of the new Ellis County Central building)***

ELLIS COUNTY COMMISSIONERS COURT		October 29, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Lawson Estates Pct. No. 3 AGENDA ITEM NO. 1.7		

CAPTION:
Discussion, consideration, and action to ratify staff action on a plat of Lawson Estates. The ± 1.239-acre site is located near the intersection of Thunder Road and FM 308, situated in the John C Logan Survey, Abstract No. 649, Milford, 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. 183479

APPLICANT(s):
Aaron & Memory Lawson

ATTACHMENTS:

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

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to plat the property to create one (1) residential lot.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
FM 308	Major (100'-120')	0 feet	No Min. 10 feet required

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
So. Ellis County WSC	2 inches	07/29/24

NOTICE REQUIREMENTS (if applicable):

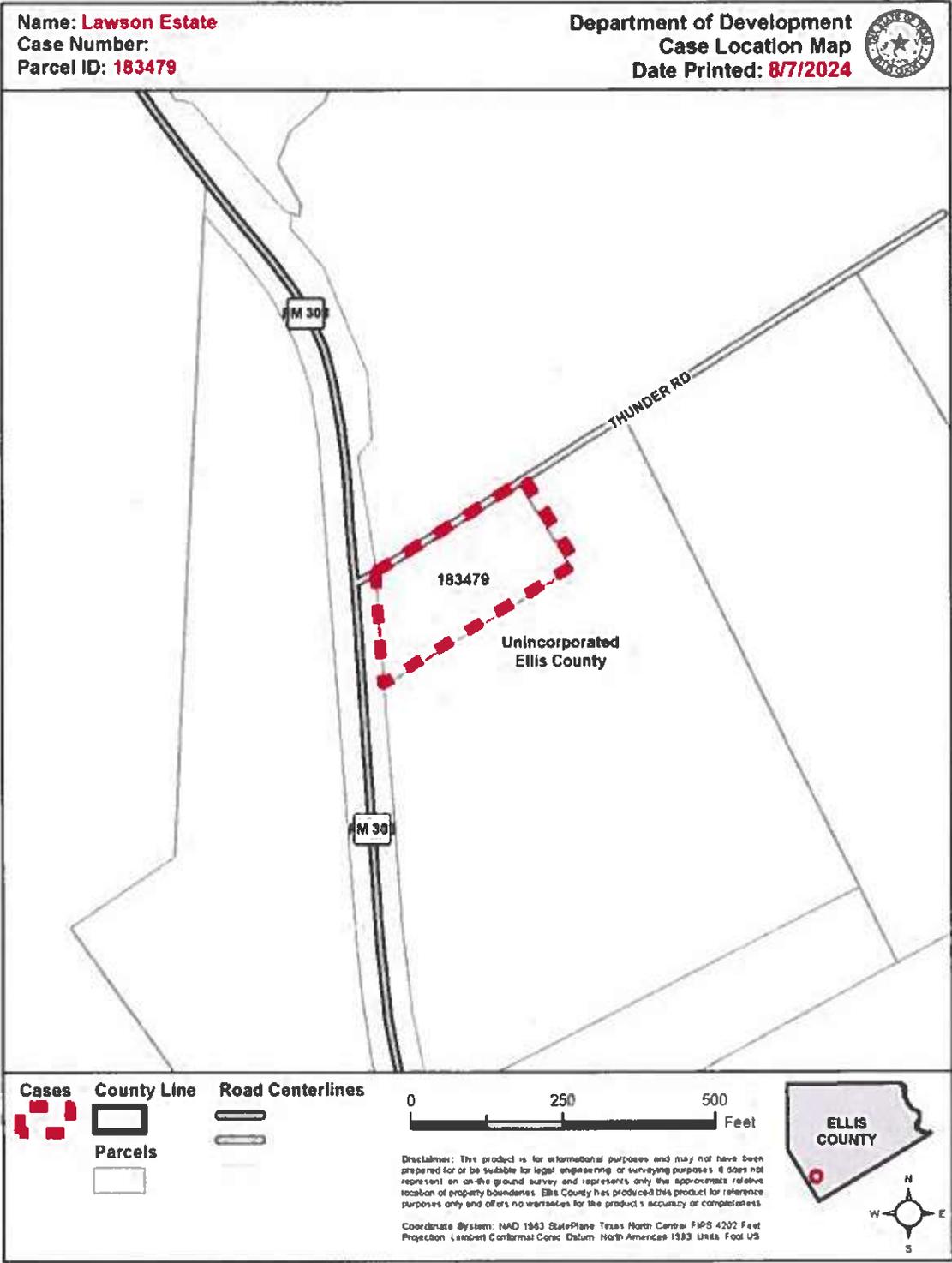
NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

ANALYSIS:
Staff reviewed this plat and **denied** the initial submittal on August 19, 2024.

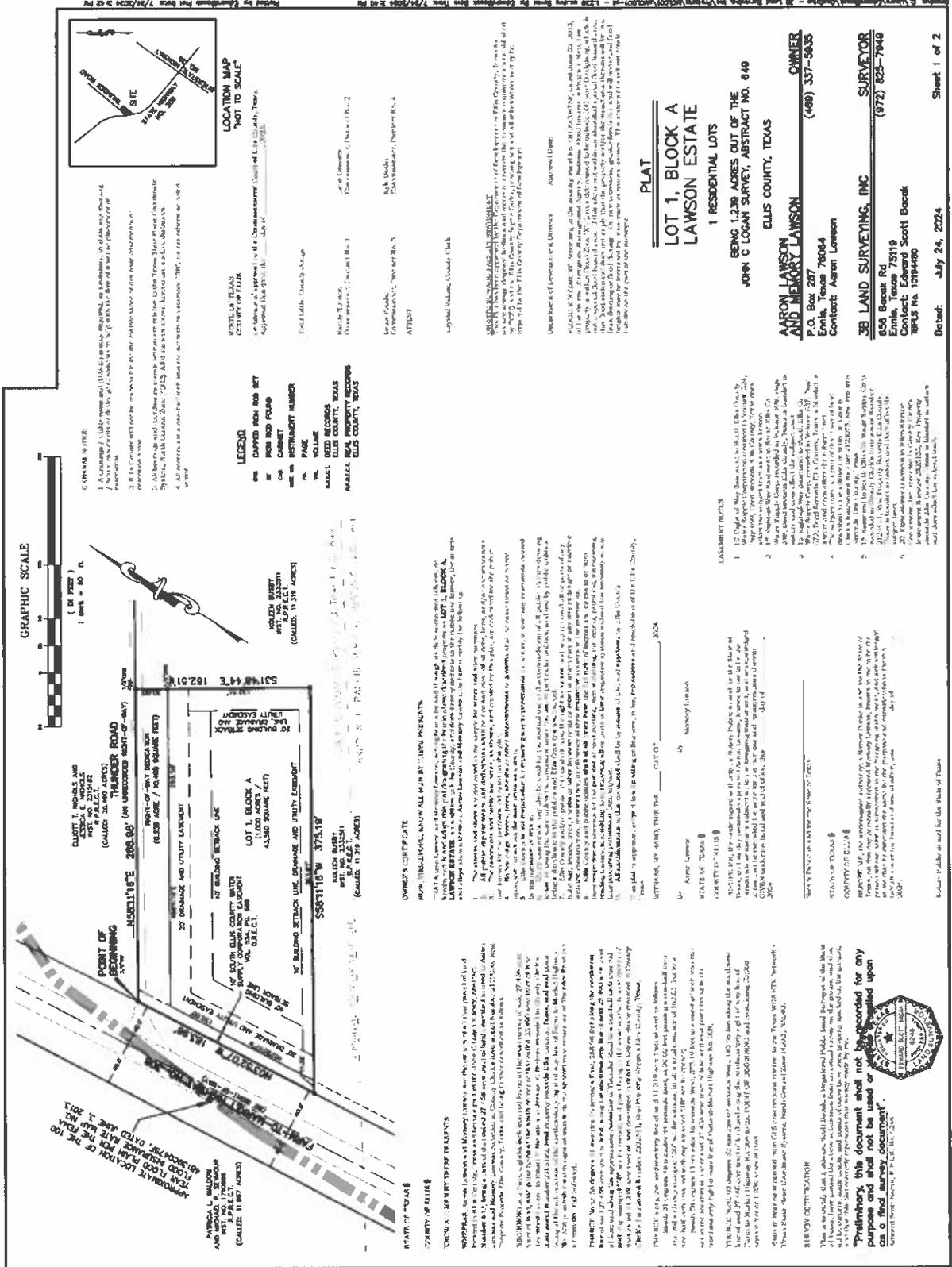
Staff recommends **approval** of this plat based on the following conditions:

- Label the 11.32 feet as right-of-way dedication along FM 308.
- Update the front building line to 25 feet along Thunder Road.

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



-95 951977 32 158334 Author: nckr md gnc GIS@co.ellis.tx.us Date Printed: 8/7/2024 G:\GIS\Maps\Templates\Ellis County Layout - ArcMap11.DOC\000 Case Location.mxd



From: [Elsa Sieg](#)
To: ecorilawson0827@yaho.com
Cc: [Edward Bacak](#); [Comida Aguilar](#); [Sara Garcia](#); [Alberto Mares](#)
Subject: Lawson Estates - Review
Date: Monday, August 19, 2024 3:55:00 PM
Attachments: [lms0808.png](#)

The Department of Development (DoD) received your application for Lawson Estate, Lot 1, Block A on August 5, 2024, for 1 proposed lot on ± 1.239 acres. After staff review, the Director of Planning & Development deems this plat incomplete due to the following:

1. Add 20' of Right of Way (ROW) dedication along FM 308 (with this addition it will make the lot size smaller than 1 acre and 1 acre is a requirement for platting).
2. Update the building line setback to 25-feet along Thunder Road.

Please let me know if you have any questions.



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

ELLIS COUNTY COMMISSIONERS COURT		October 29, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Heirloom Phase 1A Final Plat Pct. No. 3 AGENDA ITEM NO. 1.8		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:

Discussion, consideration, and action on a plat of Heirloom, Phase 1A. The ± 27.461-acre site is located ± 4,000 feet east of the intersection of S. 14th Street and FM 875, situated in the R. Rowles Survey, Abstract No. 938, and the S. Smith Survey, Abstract No. 973, in the extraterritorial jurisdiction (ETJ) of Midlothian, 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. 294703

APPLICANT(s):

HL Midlothian 1, LLC
Shannon Livingston

ATTACHMENTS:

- 1) Location Map
- 2) Concept Plan
- 3) Plat

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to plat the property to create 36 residential lots and 11 common areas in Phase 1A. The applicant has submitted applications for Phases 1A-1C, consisting of 514 residential lots and 40 common areas.
- The City of Midlothian originally approved the preliminary plat of Highland Lakes, Phase 1, consisting of 602 residential lots and 25 common areas comprising ± 169 acres in April 2022. The city approved an extension to the preliminary plat in April 2024 and a name change to Heirloom.
- The civil plans were submitted to the County Engineer’s Office on September 16, 2024, and are currently under review by our 3rd party engineers. The County expects the 1st set of review to be complete by our 3rd party engineers by early this week.
**The City of Midlothian approved the civil plans on October 21, 2024.*
- The final plat application was forwarded to the County by the City for review on September 13, 2024.
- Staff notified the city that application was deemed to be incomplete on September 26, 2024.
- The City of Midlothian forwarded a certificate of approval for the final plat applications (Phases 1A-1C) signed October 18, 2024, with notification provided to the County on October 22, 2024.

ANALYSIS:

Staff has reviewed this final plat application and recommends **denial*** for the following reasons:

TLGC § 232.00285 states: DEVELOPMENT PLAN REVIEW. (a) In this section, "development plan" includes a preliminary plat, preliminary subdivision plan, subdivision construction plan, site plan, general plan, land development application, or site development plan. (b) Unless explicitly authorized by another law of this state, a county may not require a person to submit a development plan during the plat approval process

required by this subchapter. If a county is authorized under another law of this state to require approval of a development plan, the county must comply with the approval procedures under this subchapter during the approval process.

Analysis #1: In an effort to ensure that the Local Government Code is adhered to and to preserve the minimal time afforded for review under [LGC § 247.002](#), county regulations state that civil plans must be reviewed and approved by the County Engineer's Office **prior** to applying for a final plat application. The County's process is in accordance with [LGC § 232.0025](#) – timely approval of plats. Submitting civil plans directly to the County on September 16, 2024, and final plat applications for review through the City on September 13, 2024, creates a conflict in the processing and review of the civil plans for the subdivision and the final plat applications.

Additionally, [LGC § 232.0021 \(c\)](#) states that the owner of the tract must pay the application fee prior to the time of review.

Analysis #2: Payment was officially received by the County on October 16, 2024, well after the City sent the plat application over for review.

Vol. I Ellis County Quality Growth Initiatives Sec III – Plats states:

E. ENGINEERING PLANS & CONSTRUCTION:

- (1) *Engineering, construction, drainage plans, and other documents required by the County Engineer shall be submitted for review and shall meet all the requirements and be approved prior to the acceptance of a final plat application.*
- (2) *Upon approval of the engineering plans, a pre-construction meeting with County staff is required, and the developer shall contact the County development office to schedule such a meeting.*
- (3) *At the time of the pre-construction meeting, all applicable subdivision and inspection fees and bonds shall be due. (see Section VII for more information).*
- (4) *Upon acceptance of applicable bonds, payment of applicable fees, and meeting any other conditions set forth, the developer can begin construction of the roads and necessary infrastructure, as shown on the approved engineering, construction, and drainage plans.*
- (5) *Upon completion and approval of the infrastructure by staff, the developer shall sign a form indicating that it meets County requirements, and a maintenance bond shall be submitted for Commissioners' Court approval. The applicant shall also proceed to file a plat application as outlined in Section II (C) and Section III (F).*

(F). FINAL PLAT

- (1). *The primary purpose of a final plat is to complete the last stage of approval of a subdivision or addition as a condition of recording a division of land or property, dedicating right-of-way and easements before recording it in the Ellis County Clerk's Office.*
 - (i) *If applicable, a final plat submitted for review shall closely match the layout of the preliminary plat and civil plans and shall not exceed the number of lots approved in the preliminary plat stage.*
 - (ii) *Prior to the submittal of a final plat, all required approvals from Engineering is required.*

- (2) Upon review of the related documents and meeting the County's requirements found in Volumes I, II, and III of the Quality Growth Initiatives, along with the approval of the engineering plans, the Director shall take action to approve, approve with conditions or disapprove the final plat, in accordance with the approved regulations, and as required by State law, with ratification at the next available Commissioners Court prior to filing the plat with the Clerk's Office.
- (3) Additional steps may be required by staff to finalize the final plat approval process and will be provided as expediently as possible when necessary.
- (4) Approval of a final plat does not constitute acceptance of public infrastructure until it meets the County's requirements and the Commissioners' Court accepts it as a county road.

Analysis #3: The final plat application does not meet the following requirements set forth in the following County's adopted regulations.

Vol. I Ellis QGI, Sec. VII – Performance Guarantees, (B) Construction or Performance Bond states:

- 1.) Prior to construction and to ensure roads, streets, signs, and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations, the owner/developer or their project contractors shall file a Construction Bond, executed by a surety company authorized to do business in the State of Texas, or irrevocable letter of credit and made payable to the County Judge of Ellis County, Texas or their successor in office. An affidavit of a business relationship or similar shall be presented at the time the construction bond is submitted.
- 2.) The bond amount shall be equal to one hundred percent (100%) of any and all contracts, agreements, and bids for the construction of roads, streets, street signs, required drainage structures, erosion control, and all other areas to be maintained by the County.
 - (i) The bond(s), contracts, agreements, bids, and road fees shall be presented to the Ellis County Department of Development before the final plat submittal at the time of the preconstruction meeting.
- 3.) The construction bond shall be in full force and effect until one (1) set of record as-built construction plans of all underground utilities, roads, streets, and required drainage and drainage structures in the subdivision has been filed with the County Engineer and approval of release by the Commissioners' Court.
 - (i) The construction bond will be released by a Court Order from the Commissioners' Court after inspection by the Department of Development and/or County Engineer, and corrections of deficiencies noted.

Analysis #4: The applicant has not provided a performance bond as required.

Staff Comment Regarding Additional Regulation(s): Since this application is comprised of Highland Lakes MUD No. 1, Ellis QGI Vol. I Sec V – Special District Regulations, state that the following must be supplied at the time of application:

3) Proof of creation.

- (i) Approval and certification of the special district's creation shall be submitted prior to any civil engineering or plat application and review process.

(4) Adequate water and wastewater collection and treatment.

- (i) The developer shall submit a plan and documentation from the TCEQ-approved water provider for providing adequate water and sewer service within the proposed subdivision.

(5) Voluntary Developer Agreements

- (i) County recommends a signed and executed development agreement with the city if located in the extraterritorial jurisdiction (ETJ), or a signed agreement between the developer and the County that is filed in the Clerk's Office prior to any civil engineering or plat application and review process.
- (ii) This agreement may include but not limited to items such as development standards, landscaping requirements, utilities, fence/screening requirements, building material, amenities provided, roof pitch, setbacks, house sizes, paving standards, terms of annexation, permits, and inspections, etc.

(6) Voluntary Service Agreements.

- (i) County recommends a signed and executed agreement for government-related services with the County or adjacent municipal government prior to any civil engineering or plat application and review process. These services may include but not limited to the following: (a) (b) (c) (d) (e) (f)

(7) Floodplain.

- (i) police-related services; fire-related services; EMS-related services; trash and recycling-related services; education-related services (i.e. school site dedications, etc.); healthcare-related services if property is located in the floodplain and the applicant wishes to reclaim that for development purposes, then a Conditional Letter of Map Revision ("CLOMR") from FEMA may be required prior to any civil engineering or plat application and review process.

(8) Development financial plan.

- (i) Estimated costs of infrastructure and proposed tax rate or assessment for the district.

(9) Maintenance dedication.

- (i) Plat shall include a dedication statement that maintenance of paved roads, drainage, and infrastructure necessary (i.e., sewer, water, etc.) shall exclusively be the responsibility of the District, subject to the terms of any development agreement.

(10) Phasing requirement.

- (i) The Department of Development, County Engineering Department, or TCEQ may require the phasing of development and/or improvements in order to maintain adequate water or sewer capacity.

Analysis #5: To date staff can confirm that item no. 3-10 has not been received.

Vol. I Section III Plats of the Ellis QGI states:

- B. All plat submittal requirements shall be found in the Plat Application checklist and shall include a groundwater availability certification as required in Section 232.0032 of the Texas Local Government Code and in consultation with Prairielands Groundwater Conservation District (PGCD) for any proposed

use of groundwater that falls within their jurisdiction, based on the approved Interlocal Agreement (Order No. 530.22). Please refer to the table below, as indicated by SB 2440 (88th Texas State Legislature), effective January 1, 2024.

NO. OF LOTS - More than 10 lots - GROUNDWATER CERTIFICATION REQUIRED

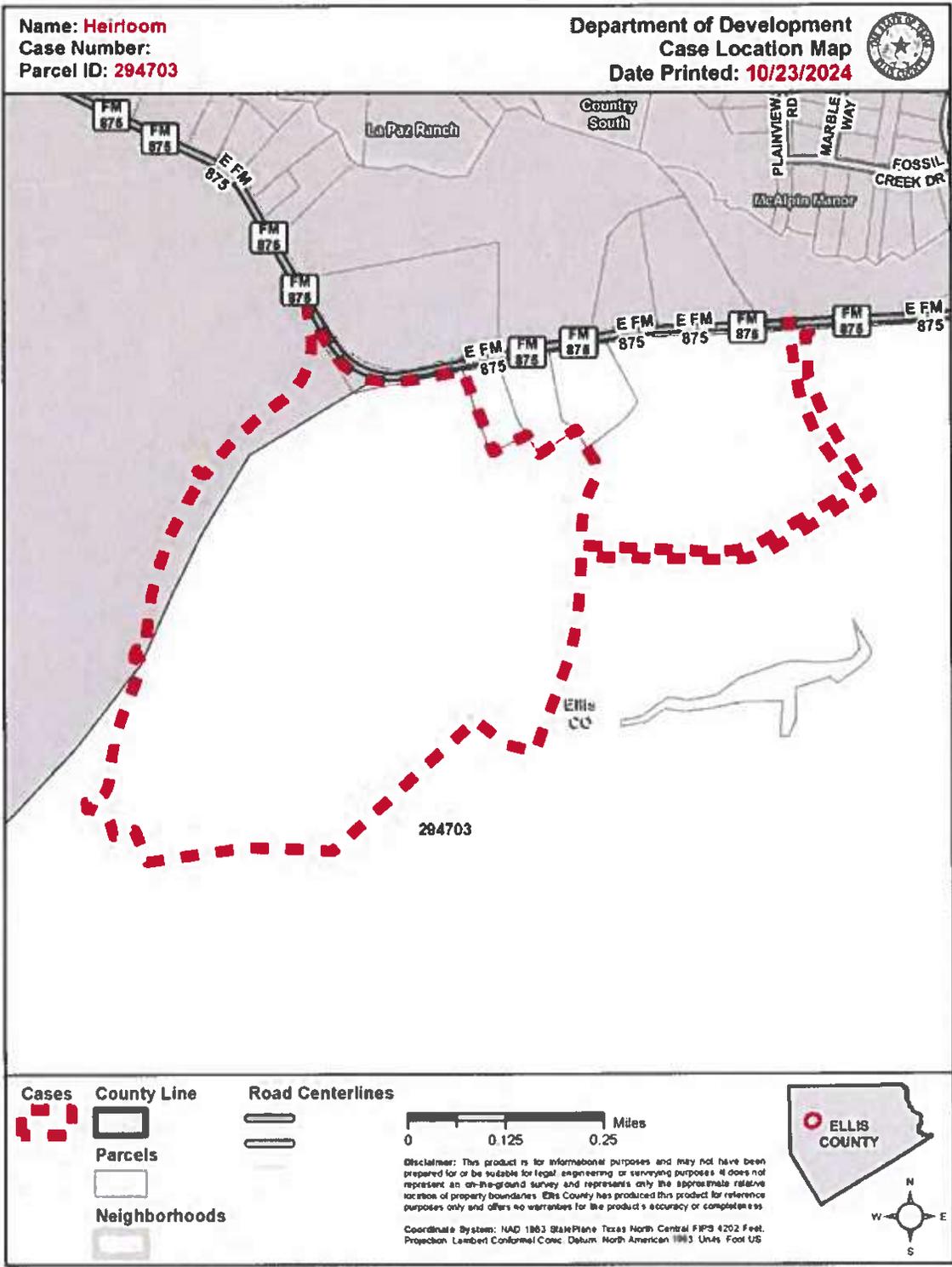
Analysis #6: Staff can confirm that a groundwater certification has not been received for this application.

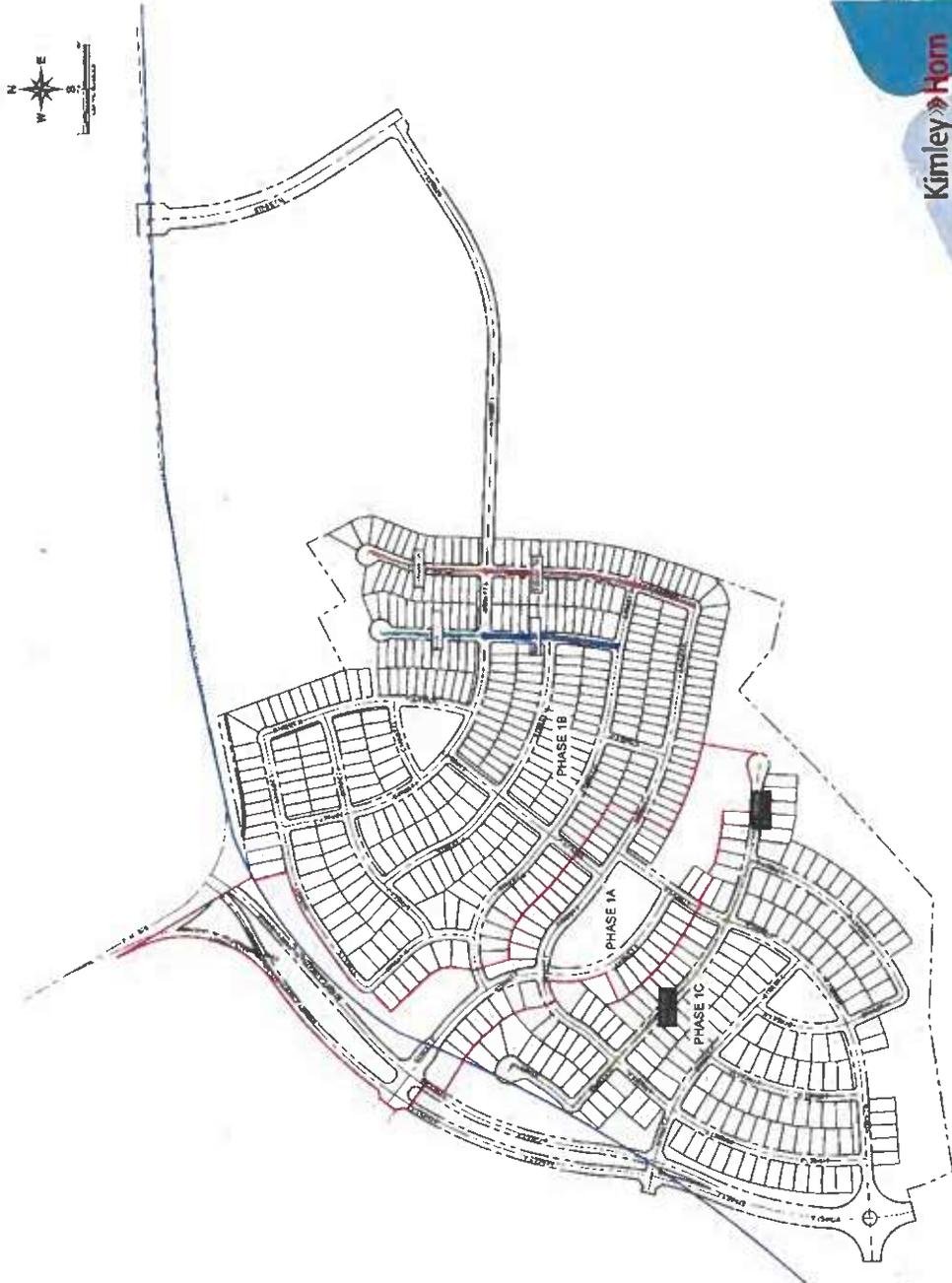
Interlocal Agreement Regulation:

In accordance with the executed interlocal with the City of Midlothian on March 31, 2008:

The Commissioners Court shall consider and take appropriate action on the application for plat approval on or before 21 days after the Planning and Zoning Commission's or the staffs decision on the plat, which shall be promptly communicated to the Responsible Office. If the Commissioners Court deny the plat application, the City's approval of the application shall be deemed void.

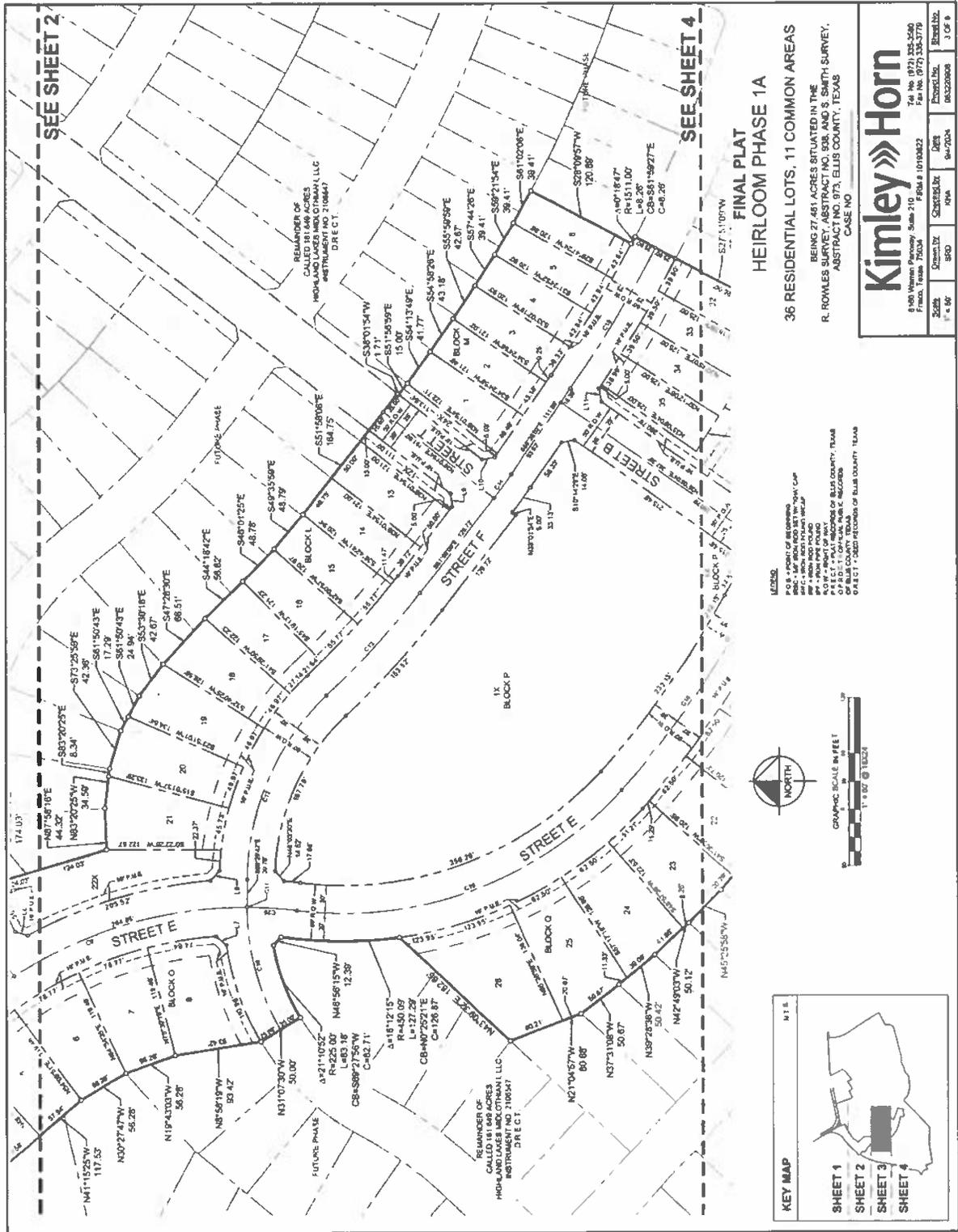
Analysis #7: Staff recommends that the Court deny the plat application in accordance with the executed interlocal referenced above and [LGC § 232.0025](#).





Street A	Heirloom Blvd.
Street B	Lakeside Rd
Street C	Bestow Ln.
Street D	Gemstone Way
Street E	Treasure Dr
Street F	Gaitin Rd.
Street G	Scion St
Street H	Moonflower Rd.
Street I	Jensen Rd
Street J	Talin St
Street K	Cameo Dr
Street L	Cornestone Dr.
Street M	Token Ln
Street N	Vestige St.
Street O	Kindred St.
Street P	Lynn Dr.
Street Q	Adorn St.
Street R	Keepsake Dr
Street S	Ball St.
Street T	Favor Ct.
Street U	Tribute Rd.
Street W	Hi View Rd
Street X	Lore St.





ELLIS COUNTY COMMISSIONERS COURT		October 29, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	Heirloom Phase 1B Final Plat Pct. No. 3 AGENDA ITEM NO. 1.9		

CAPTION:

Discussion, consideration, and action on a plat of Heirloom, Phase 1B. The ± 77.047-acre site is located ± 4,000 feet east of the intersection of S. 14th Street and FM 875, situated in the R. Rowles Survey, Abstract No. 938, in the extraterritorial jurisdiction (ETJ) of Midlothian, 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. 294703

APPLICANT(s):

HL Midlothian 1, LLC
Shannon Livingston

ATTACHMENTS:

- 1) Location Map
- 2) Concept Plan
- 3) Plat

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to plat the property to create 367 residential lots and 18 common areas in Phase 1B. The applicant has submitted applications for Phases 1A-1C, consisting of 514 residential lots and 40 common areas.
- The City of Midlothian originally approved the preliminary plat of Highland Lakes, Phase 1, consisting of 602 residential lots and 25 common areas comprising ± 169 acres in April 2022. The city approved an extension to the preliminary plat in April 2024 and a name change to Heirloom.
- The civil plans were submitted to the County Engineer’s Office on September 16, 2024, and are currently under review by our 3rd party engineers. The County expects the 1st set of review to be complete by our 3rd party engineers by early this week.
**The City of Midlothian approved the civil plans on October 21, 2024.*
- The final plat application was forwarded to the County by the City for review on September 13, 2024.
- Staff notified the city that application was deemed to be incomplete on September 26, 2024.
- The City of Midlothian forwarded a certificate of approval for the final plat applications (Phases 1A-1C) signed October 18, 2024, with notification provided to the County on October 22, 2024.

ANALYSIS:

Staff has reviewed this final plat application and recommends **denial*** for the following reasons:

TLGC § 232.00285 states: DEVELOPMENT PLAN REVIEW. (a) In this section, "development plan" includes a preliminary plat, preliminary subdivision plan, subdivision construction plan, site plan, general plan, land development application, or site development plan. (b) Unless explicitly authorized by another law of this state, a county may not require a person to submit a development plan during the plat approval process

required by this subchapter. If a county is authorized under another law of this state to require approval of a development plan, the county must comply with the approval procedures under this subchapter during the approval process.

Analysis #1: In an effort to ensure that the Local Government Code is adhered to and to preserve the minimal time afforded for review under [LGC § 247.002](#), county regulations state that civil plans must be reviewed and approved by the County Engineer's Office **prior** to applying for a final plat application. The County's process is in accordance with [LGC § 232.0025](#) – timely approval of plats. Submitting civil plans directly to the County on September 16, 2024, and final plat applications for review through the City on September 13, 2024, creates a conflict in the processing and review of the civil plans for the subdivision and the final plat applications.

Additionally, [LGC § 232.0021 \(c\)](#) states that the owner of the tract must pay the application fee prior to the time of review.

Analysis #2: Payment was officially received by the County on October 16, 2024, well after the city sent the plat application over for review.

Vol. I Ellis County Quality Growth Initiatives Sec III – Plats states:

E. ENGINEERING PLANS & CONSTRUCTION:

- (1) *Engineering, construction, drainage plans, and other documents required by the County Engineer shall be submitted for review and shall meet all the requirements and be approved prior to the acceptance of a final plat application.*
- (2) *Upon approval of the engineering plans, a pre-construction meeting with County staff is required, and the developer shall contact the County development office to schedule such a meeting.*
- (3) *At the time of the pre-construction meeting, all applicable subdivision and inspection fees and bonds shall be due. (see Section VII for more information).*
- (4) *Upon acceptance of applicable bonds, payment of applicable fees, and meeting any other conditions set forth, the developer can begin construction of the roads and necessary infrastructure, as shown on the approved engineering, construction, and drainage plans.*
- (5) *Upon completion and approval of the infrastructure by staff, the developer shall sign a form indicating that it meets County requirements, and a maintenance bond shall be submitted for Commissioners' Court approval. The applicant shall also proceed to file a plat application as outlined in Section II (C) and Section III (F).*

(F). FINAL PLAT

- (1) *The primary purpose of a final plat is to complete the last stage of approval of a subdivision or addition as a condition of recording a division of land or property, dedicating right-of-way and easements before recording it in the Ellis County Clerk's Office.*
 - (i) *If applicable, a final plat submitted for review shall closely match the layout of the preliminary plat and civil plans and shall not exceed the number of lots approved in the preliminary plat stage.*
 - (ii) *Prior to the submittal of a final plat, all required approvals from Engineering is required.*

- (2) *Upon review of the related documents and meeting the County's requirements found in Volumes I, II, and III of the Quality Growth Initiatives, along with the approval of the engineering plans, the Director shall take action to approve, approve with conditions or disapprove the final plat, in accordance with the approved regulations, and as required by State law, with ratification at the next available Commissioners Court prior to filing the plat with the Clerk's Office.*
- (3) *Additional steps may be required by staff to finalize the final plat approval process and will be provided as expediently as possible when necessary.*
- (4) *Approval of a final plat does not constitute acceptance of public infrastructure until it meets the County's requirements and the Commissioners' Court accepts it as a county road.*

Analysis #3: The final plat application does not meet the following requirements set forth in the following County's adopted regulations.

Vol. I Ellis QGI, Sec. VII – Performance Guarantees, (B) Construction or Performance Bond states:

- 1.) *Prior to construction and to ensure roads, streets, signs, and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations, the owner/developer or their project contractors shall file a Construction Bond, executed by a surety company authorized to do business in the State of Texas, or irrevocable letter of credit and made payable to the County Judge of Ellis County, Texas or their successor in office. An affidavit of a business relationship or similar shall be presented at the time the construction bond is submitted.*
- 2.) *The bond amount shall be equal to one hundred percent (100%) of any and all contracts, agreements, and bids for the construction of roads, streets, street signs, required drainage structures, erosion control, and all other areas to be maintained by the County.*
 - (i) *The bond(s), contracts, agreements, bids, and road fees shall be presented to the Ellis County Department of Development before the final plat submittal at the time of the preconstruction meeting.*
- 3.) *The construction bond shall be in full force and effect until one (1) set of record as-built construction plans of all underground utilities, roads, streets, and required drainage and drainage structures in the subdivision has been filed with the County Engineer and approval of release by the Commissioners' Court.*
 - (i) *The construction bond will be released by a Court Order from the Commissioners' Court after inspection by the Department of Development and/or County Engineer, and corrections of deficiencies noted.*

Analysis #4: The applicant has not provided a performance bond as required.

Staff Comment Regarding Additional Regulation(s): *Since this application is comprised of Highland Lakes MUD No. 1, Ellis QGI Vol. I Sec V – Special District Regulations, state that the following must be supplied at the time of application:*

3) Proof of creation.

- (i) *Approval and certification of the special district's creation shall be submitted prior to any civil engineering or plat application and review process.*

(4) Adequate water and wastewater collection and treatment.

- (i) *The developer shall submit a plan and documentation from the TCEQ-approved water provider for providing adequate water and sewer service within the proposed subdivision.*

(5) Voluntary Developer Agreements

- (i) *County recommends a signed and executed development agreement with the city if located in the extraterritorial jurisdiction (ETJ), or a signed agreement between the developer and the County that is filed in the Clerk's Office prior to any civil engineering or plat application and review process.*
- (ii) *This agreement may include but not limited to items such as development standards, landscaping requirements, utilities, fence/screening requirements, building material, amenities provided, roof pitch, setbacks, house sizes, paving standards, terms of annexation, permits, and inspections, etc.*

(6) Voluntary Service Agreements.

- (i) *County recommends a signed and executed agreement for government-related services with the County or adjacent municipal government prior to any civil engineering or plat application and review process. These services may include but not limited to the following: (a) (b) (c) (d) (e) (f)*

(7) Floodplain.

- (i) *police-related services; fire-related services; EMS-related services; trash and recycling-related services; education-related services (i.e. school site dedications, etc.); healthcare-related services*
If property is located in the floodplain and the applicant wishes to reclaim that for development purposes, then a Conditional Letter of Map Revision ("CLOMR") from FEMA may be required prior to any civil engineering or plat application and review process.

(8) Development financial plan.

- (i) *Estimated costs of infrastructure and proposed tax rate or assessment for the district.*

(9) Maintenance dedication.

- (i) *Plat shall include a dedication statement that maintenance of paved roads, drainage, and infrastructure necessary (i.e., sewer, water, etc.) shall exclusively be the responsibility of the District, subject to the terms of any development agreement.*

(10) Phasing requirement.

- (i) *The Department of Development, County Engineering Department, or TCEQ may require the phasing of development and/or improvements in order to maintain adequate water or sewer capacity.*

Analysis #5: *To date staff can confirm that item no. 3-10 has not been received.*

Vol. I Section III Plats of the Ellis QGI states:

- B. All plat submittal requirements shall be found in the Plat Application checklist and shall include a groundwater availability certification as required in Section 232.0032 of the Texas Local Government Code and in consultation with Prairielands Groundwater Conservation District (PGCD) for any proposed use of groundwater that falls within their jurisdiction, based on the approved Interlocal Agreement

(Order No. 530.22). Please refer to the table below, as indicated by SB 2440 (88th Texas State Legislature), effective January 1, 2024.

NO. OF LOTS - More than 10 lots - GROUNDWATER CERTIFICATION REQUIRED

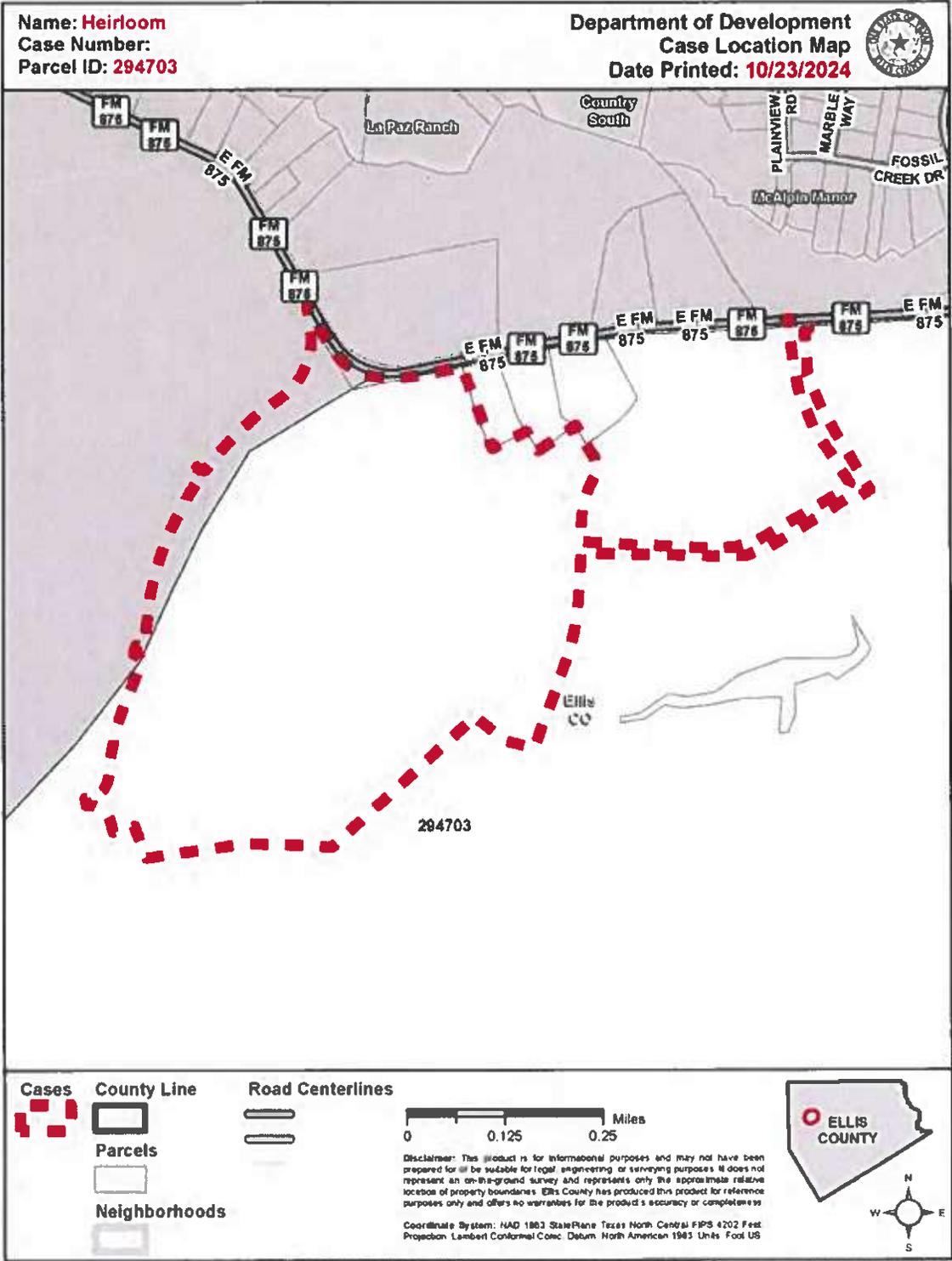
Analysis #6: Staff can confirm that a groundwater certification has not been received for this application.

Interlocal Agreement Regulation:

In accordance with the executed interlocal with the City of Midlothian on March 31, 2008:

The Commissioners Court shall consider and take appropriate action on the application for plat approval on or before 21 days after the Planning and Zoning Commission's or the staffs decision on the plat, which shall be promptly communicated to the Responsible Office. If the Commissioners Court deny the plat application, the City's approval of the application shall be deemed void.

Analysis #7: Staff recommends that the Court deny the plat application in accordance with the executed interlocal referenced above and [LGC § 232.0025](#).





Kimley»Horn
 2000 West 13th Street
 Fort Worth, Texas 76102
 Phone: 817.339.2200
 Fax: 817.339.2201
 www.kimleyhorn.com

Street A	Heirloom Blvd.
Street B	Lakeside Rd
Street C	Bestow Ln.
Street D	Gemstone Way
Street E	Treasure Dr.
Street F	Gatin Rd.
Street G	Scion St
Street H	Moonflower Rd
Street I	Jensen Rd
Street J	Tain St.
Street K	Cameo Dr.
Street L	Comerstone Dr.
Street M	Token Ln.
Street N	Vestige St.
Street O	Kindred St.
Street P	Lynn Dr.
Street Q	Adorn St.
Street R	Keepsake Dr.
Street S	Bail St.
Street T	Favor Ct.
Street U	Tribute Rd.
Street W	Hi View Rd.
Street X	Lore St.

HIGHLAND LAKES

STREET NAME EXHIBIT

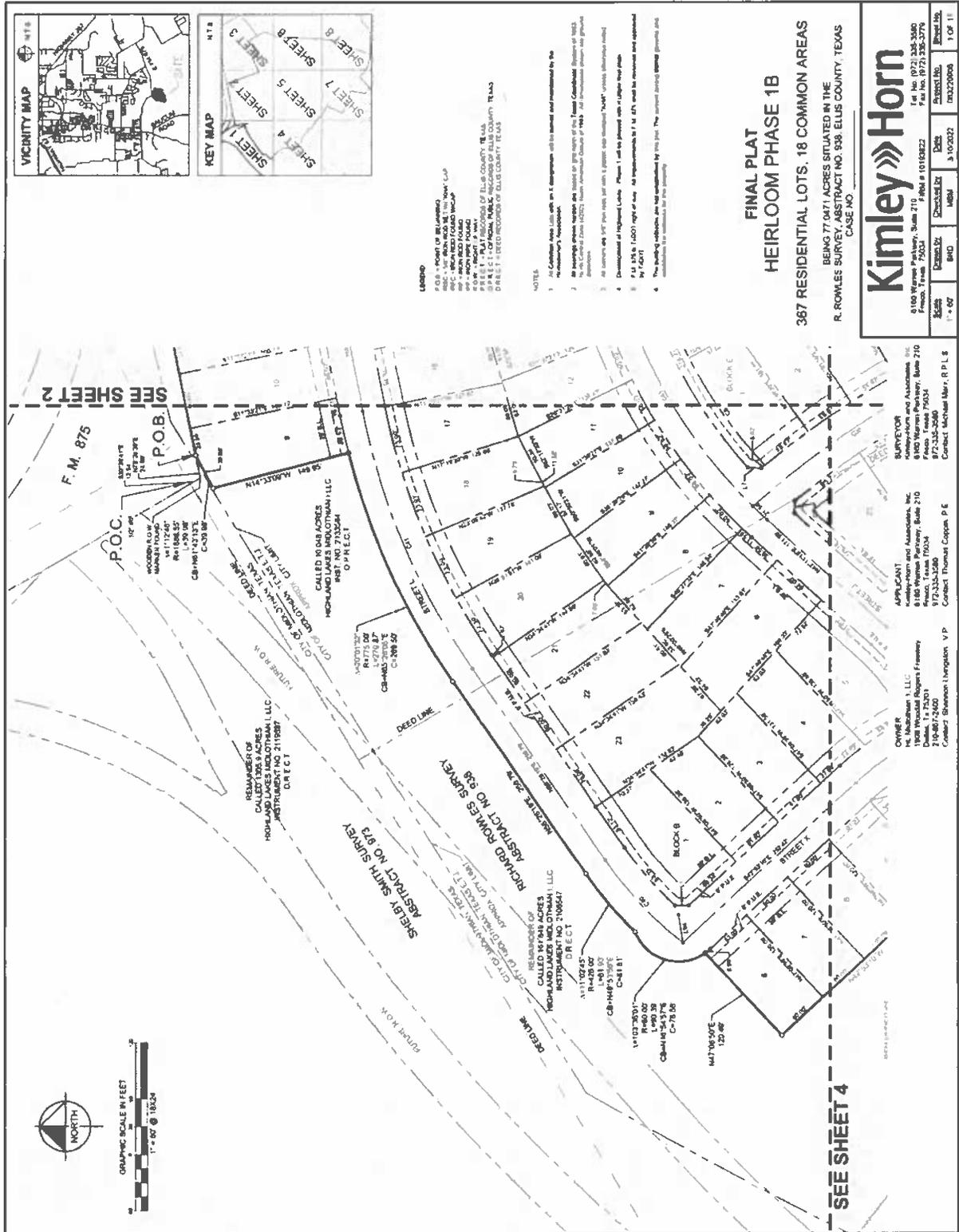
Johnson, Texas

01/2024

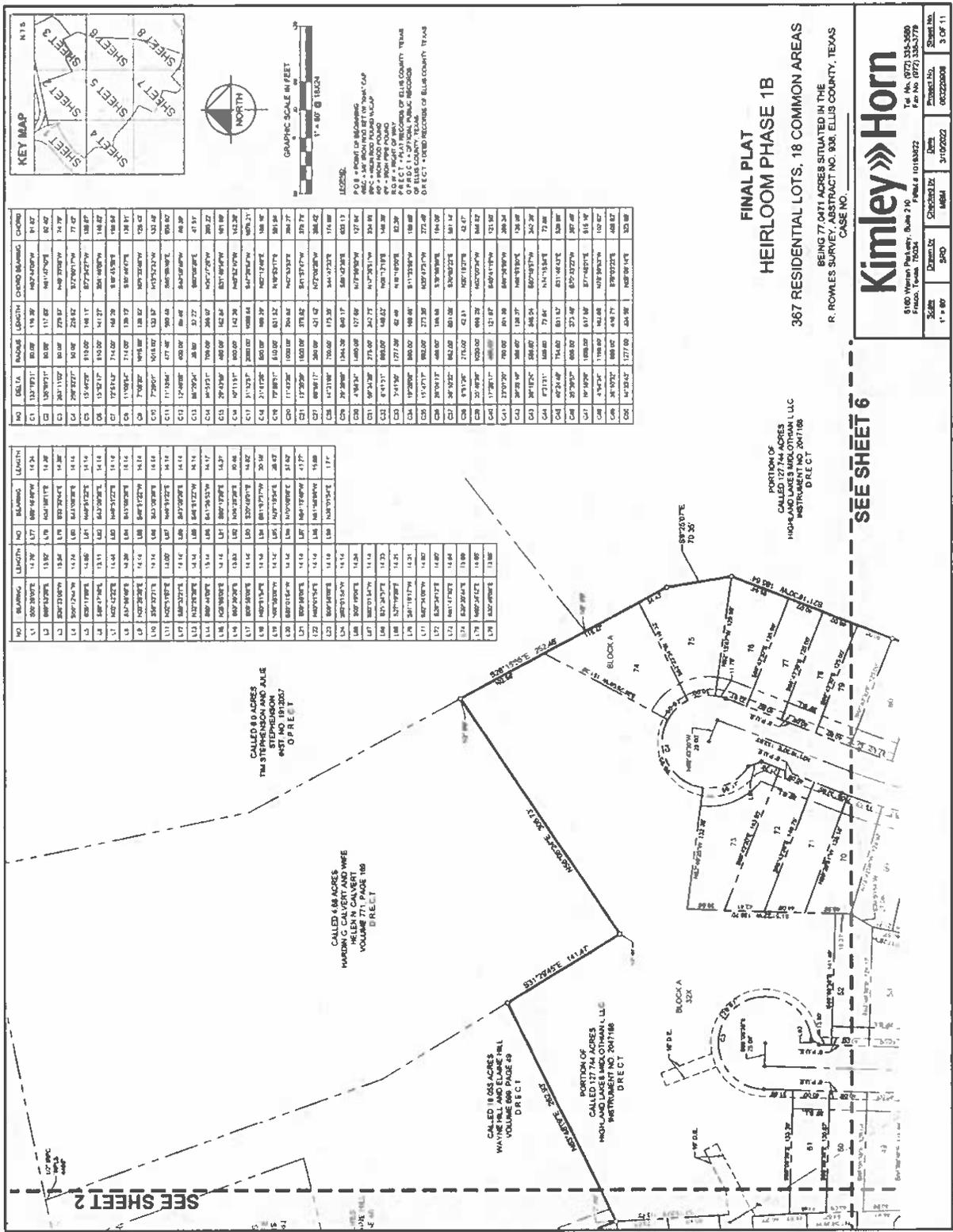
Kimley-Horn & Associates, Inc. 1000 West 13th Street, Fort Worth, Texas 76102

Agenda Item No. 1.9 – Heirloom Phase 1B Final Plat

Report Authored by: Sara Garcia, Asst. Director & Development Process Manager, Planning & Development
Report Submitted & Approved by: Alberto Mares, ACP, DR, CPM – Dir. of Planning & Development







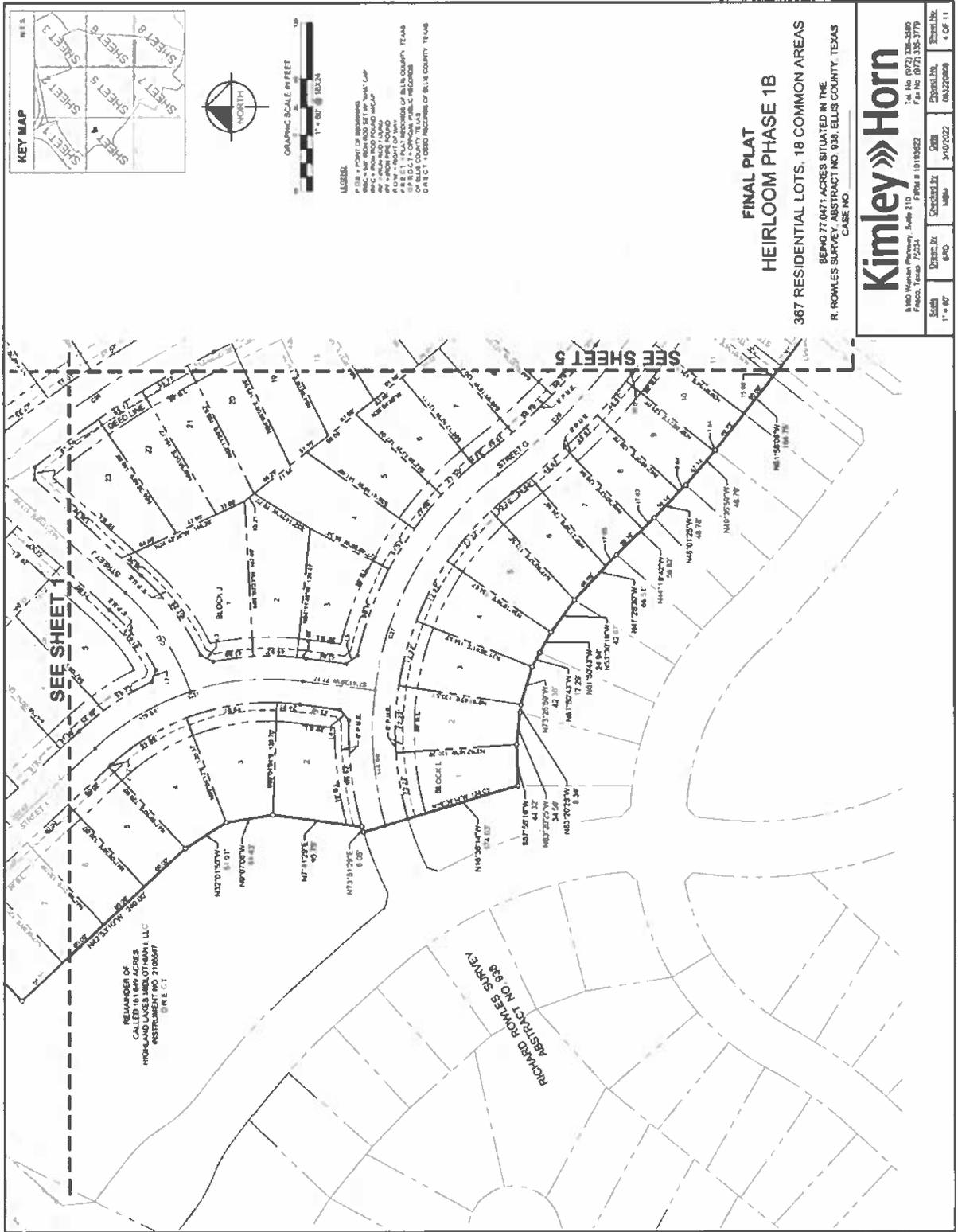
LEGEND:
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 P.O.R. = POINT OF REVISION
 P.O.S. = POINT OF SURVEY
 P.O.T. = POINT OF TANGENCY
 P.O.V. = POINT OF VERTICITY
 P.O.W. = POINT OF WINDING
 P.O.X. = POINT OF CROSSING
 P.O.Y. = POINT OF YIELDING
 P.O.Z. = POINT OF ZIGZAG

NO.	DELTA	RADIUS	LENGTH	CHORD	BEARING	COORD.
C1	132.7811	80.00	116.29	162.4200W	91.42	
C2	128.9711	80.00	117.62	161.4700W	82.62	
C3	124.1122	80.00	118.92	160.3900W	74.99	
C4	119.2033	80.00	120.18	159.2100W	67.57	
C5	114.2444	80.00	121.41	157.9400W	60.39	
C6	109.2355	80.00	122.60	156.5900W	53.47	
C7	104.1766	80.00	123.76	155.1700W	46.83	
C8	99.0677	80.00	124.89	153.6800W	40.48	
C9	93.9088	80.00	125.98	152.1300W	34.44	
C10	88.6999	80.00	127.04	150.5300W	28.63	
C11	83.4410	80.00	128.07	148.8800W	23.07	
C12	78.1321	80.00	129.07	147.1900W	17.77	
C13	72.7732	80.00	130.04	145.4600W	12.75	
C14	67.3643	80.00	130.98	143.7000W	7.93	
C15	61.9054	80.00	131.89	141.9100W	3.33	
C16	56.3965	80.00	132.77	140.1000W	-0.07	
C17	50.8376	80.00	133.62	138.2700W	-5.09	
C18	45.2287	80.00	134.44	136.4200W	-9.83	
C19	39.5698	80.00	135.23	134.5500W	-14.30	
C20	33.8609	80.00	136.00	132.6700W	-18.51	
C21	28.1020	80.00	136.74	130.7800W	-22.47	
C22	22.2931	80.00	137.46	128.8800W	-26.19	
C23	16.4342	80.00	138.15	126.9700W	-29.67	
C24	10.5253	80.00	138.82	125.0500W	-32.92	
C25	4.5664	80.00	139.47	123.1300W	-35.95	
C26	-1.4425	80.00	140.10	121.2100W	-38.77	
C27	-7.4936	80.00	140.71	119.2900W	-41.39	
C28	-13.5047	80.00	141.30	117.3700W	-43.82	
C29	-19.4758	80.00	141.87	115.4500W	-46.07	
C30	-25.4069	80.00	142.43	113.5300W	-48.15	
C31	-31.2980	80.00	142.97	111.6100W	-50.07	
C32	-37.1491	80.00	143.50	109.6900W	-51.84	
C33	-42.9602	80.00	144.01	107.7700W	-53.47	
C34	-48.7313	80.00	144.51	105.8500W	-54.96	
C35	-54.4624	80.00	145.00	103.9300W	-56.32	
C36	-60.1535	80.00	145.48	102.0100W	-57.55	
C37	-65.8046	80.00	145.95	100.0900W	-58.66	
C38	-71.4157	80.00	146.41	98.1700W	-59.65	
C39	-76.9868	80.00	146.86	96.2500W	-60.53	
C40	-82.5179	80.00	147.31	94.3300W	-61.30	
C41	-87.9990	80.00	147.75	92.4100W	-61.96	
C42	-93.4301	80.00	148.19	90.4900W	-62.51	
C43	-98.8112	80.00	148.62	88.5700W	-62.95	
C44	-104.1423	80.00	149.05	86.6500W	-63.29	
C45	-109.4234	80.00	149.47	84.7300W	-63.53	
C46	-114.6545	80.00	149.89	82.8100W	-63.67	
C47	-119.8356	80.00	150.30	80.8900W	-63.71	
C48	-124.9667	80.00	150.71	78.9700W	-63.65	
C49	-130.0478	80.00	151.12	77.0500W	-63.50	
C50	-135.0789	80.00	151.52	75.1300W	-63.26	
C51	-140.0600	80.00	151.92	73.2100W	-62.93	
C52	-144.9911	80.00	152.31	71.2900W	-62.52	
C53	-149.8722	80.00	152.70	69.3700W	-62.03	
C54	-154.7033	80.00	153.08	67.4500W	-61.47	
C55	-159.4844	80.00	153.46	65.5300W	-60.84	
C56	-164.2155	80.00	153.83	63.6100W	-60.15	
C57	-168.8966	80.00	154.20	61.6900W	-59.40	
C58	-173.5277	80.00	154.56	59.7700W	-58.59	
C59	-178.1088	80.00	154.92	57.8500W	-57.73	
C60	-182.6400	80.00	155.28	55.9300W	-56.82	
C61	-187.1211	80.00	155.63	54.0100W	-55.86	
C62	-191.5522	80.00	155.98	52.0900W	-54.85	
C63	-195.9333	80.00	156.33	50.1700W	-53.80	
C64	-200.2644	80.00	156.67	48.2500W	-52.71	
C65	-204.5455	80.00	157.01	46.3300W	-51.58	
C66	-208.7766	80.00	157.35	44.4100W	-50.42	
C67	-212.9577	80.00	157.68	42.4900W	-49.23	
C68	-217.0888	80.00	158.01	40.5700W	-48.01	
C69	-221.1700	80.00	158.34	38.6500W	-46.76	
C70	-225.2011	80.00	158.66	36.7300W	-45.49	
C71	-229.1822	80.00	158.98	34.8100W	-44.20	
C72	-233.1133	80.00	159.30	32.8900W	-42.89	
C73	-236.9944	80.00	159.61	30.9700W	-41.56	
C74	-240.8255	80.00	159.92	29.0500W	-40.21	
C75	-244.6066	80.00	160.23	27.1300W	-38.84	
C76	-248.3377	80.00	160.54	25.2100W	-37.45	
C77	-252.0188	80.00	160.85	23.2900W	-36.04	
C78	-255.6499	80.00	161.15	21.3700W	-34.61	
C79	-259.2310	80.00	161.46	19.4500W	-33.16	
C80	-262.7621	80.00	161.76	17.5300W	-31.69	
C81	-266.2432	80.00	162.06	15.6100W	-30.20	
C82	-269.6743	80.00	162.35	13.6900W	-28.69	
C83	-273.0554	80.00	162.65	11.7700W	-27.16	
C84	-276.3865	80.00	162.94	9.8500W	-25.61	
C85	-279.6676	80.00	163.23	7.9300W	-24.04	
C86	-282.8987	80.00	163.52	6.0100W	-22.45	
C87	-286.0798	80.00	163.81	4.0900W	-20.84	
C88	-289.2109	80.00	164.10	2.1700W	-19.21	
C89	-292.2920	80.00	164.38	0.2500W	-17.56	
C90	-295.3231	80.00	164.67	-1.6700W	-15.89	
C91	-298.3042	80.00	164.95	-3.5900W	-14.20	
C92	-301.2353	80.00	165.23	-5.5100W	-12.49	
C93	-304.1164	80.00	165.51	-7.4300W	-10.76	
C94	-306.9475	80.00	165.79	-9.3500W	-9.01	
C95	-309.7286	80.00	166.07	-11.2700W	-7.24	
C96	-312.5097	80.00	166.35	-13.1900W	-5.45	
C97	-315.2908	80.00	166.62	-15.1100W	-3.64	
C98	-318.0719	80.00	166.90	-17.0300W	-1.81	
C99	-320.8530	80.00	167.17	-18.9500W	0.04	
C100	-323.6341	80.00	167.45	-20.8700W	1.87	

FINAL PLAT
HEIRLOOM PHASE 1B
367 RESIDENTIAL LOTS, 18 COMMON AREAS
 BEING 77.0411 ACRES SITUATED IN THE
 R. ROWLES SURVEY, ABSTRACT NO. 108, ELLIS COUNTY, TEXAS
 CASE NO.

Kimley»Horn
 8100 North Loop West, Suite 200, P.O. Box 1019322
 Dallas, Texas 75220-9322
 Phone: 972.332.5500
 Fax: 972.332.3779
 Email: k.horn@kimleyhorn.com

Scale: 1" = 80'
 Date: 3/10/2022
 Sheet No.: 3 OF 11







ELLIS COUNTY COMMISSIONERS COURT		October 29, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Heirloom Phase 1C Final Plat Pct. No. 3 AGENDA ITEM NO. 1.10		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:

Discussion, consideration, and action on a plat of Heirloom, Phase 1C. The ± 63.997-acre site is located ± 4,000 feet east of the intersection of S. 14th Street and FM 875, situated in the R. Rowles Survey, Abstract No. 938 and the M.H. Davis Survey, Abstract No. 314, in the extraterritorial jurisdiction (ETJ) of Midlothian, 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. 294703

APPLICANT(s):

HL Midlothian 1, LLC
Shannon Livingston

ATTACHMENTS:

- 1) Location Map
- 2) Concept Plan
- 3) Plat

STAFF RECOMMENDATION:

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

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to plat the property to create 111 residential lots and 11 common areas in Phase 1C. The applicant has submitted applications for Phases 1A-1C, consisting of 514 residential lots and 40 common areas.
- The City of Midlothian originally approved the preliminary plat of Highland Lakes, Phase 1, consisting of 602 residential lots and 25 common areas comprising ± 169 acres in April 2022. The city approved an extension to the preliminary plat in April 2024 and a name change to Heirloom.
- The civil plans were submitted to the County Engineer’s Office on September 16, 2024, and are currently under review by our 3rd party engineers. The County expects the 1st set of review to be complete by our 3rd party engineers by early this week.
**The City of Midlothian approved the civil plans on October 21, 2024.*
- The final plat application was forwarded to the County by the City for review on September 13, 2024.
- Staff notified the city that application was deemed to be incomplete on September 26, 2024.
- The City of Midlothian forwarded a certificate of approval for the final plat applications (Phases 1A-1C) signed October 18, 2024, with notification provided to the County on October 22, 2024.

ANALYSIS:

Staff has reviewed this final plat application and recommends **denial*** for the following reasons:

TLGC § 232.00285 states: DEVELOPMENT PLAN REVIEW. (a) In this section, "development plan" includes a preliminary plat, preliminary subdivision plan, subdivision construction plan, site plan, general plan, land development application, or site development plan. (b) Unless explicitly authorized by another law of this state, a county may not require a person to submit a development plan during the plat approval process

required by this subchapter. If a county is authorized under another law of this state to require approval of a development plan, the county must comply with the approval procedures under this subchapter during the approval process.

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Vol. I Ellis QGI, Sec. VII – Performance Guarantees, (B) Construction or Performance Bond states:

- 1.) *Prior to construction and to ensure roads, streets, signs, and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations, the owner/developer or their project contractors shall file a Construction Bond, executed by a surety company authorized to do business in the State of Texas, or irrevocable letter of credit and made payable to the County Judge of Ellis County, Texas or their successor in office. An affidavit of a business relationship or similar shall be presented at the time the construction bond is submitted.*
- 2.) *The bond amount shall be equal to one hundred percent (100%) of any and all contracts, agreements, and bids for the construction of roads, streets, street signs, required drainage structures, erosion control, and all other areas to be maintained by the County.*
 - (i) *The bond(s), contracts, agreements, bids, and road fees shall be presented to the Ellis County Department of Development before the final plat submittal at the time of the preconstruction meeting.*
- 3.) *The construction bond shall be in full force and effect until one (1) set of record as-built construction plans of all underground utilities, roads, streets, and required drainage and drainage structures in the subdivision has been filed with the County Engineer and approval of release by the Commissioners' Court.*
 - (i) *The construction bond will be released by a Court Order from the Commissioners' Court after inspection by the Department of Development and/or County Engineer, and corrections of deficiencies noted.*

Analysis #4: The applicant has not provided a performance bond as required.

Staff Comment Regarding Additional Regulation(s): *Since this application is comprised of Highland Lakes MUD No. 1, Ellis QGI Vol. I Sec V – Special District Regulations, state that the following must be supplied at the time of application:*

3) Proof of creation.

- (i) *Approval and certification of the special district's creation shall be submitted prior to any civil engineering or plat application and review process.*

(4) Adequate water and wastewater collection and treatment.

- (i) *The developer shall submit a plan and documentation from the TCEQ-approved water provider for providing adequate water and sewer service within the proposed subdivision.*

(5) Voluntary Developer Agreements

- (i) *County recommends a signed and executed development agreement with the city if located in the extraterritorial jurisdiction (ETJ), or a signed agreement between the developer and the County that is filed in the Clerk's Office prior to any civil engineering or plat application and review process.*
- (ii) *This agreement may include but not limited to items such as development standards, landscaping requirements, utilities, fence/screening requirements, building material, amenities provided, roof pitch, setbacks, house sizes, paving standards, terms of annexation, permits, and inspections, etc.*

(6) Voluntary Service Agreements.

- (i) *County recommends a signed and executed agreement for government-related services with the County or adjacent municipal government prior to any civil engineering or plat application and review process. These services may include but not limited to the following: (a) (b) (c) (d) (e) (f)*

(7) Floodplain.

- (i) *police-related services; fire-related services; EMS-related services; trash and recycling-related services; education-related services (i.e. school site dedications, etc.); healthcare-related services If property is located in the floodplain and the applicant wishes to reclaim that for development purposes, then a Conditional Letter of Map Revision ("CLOMR") from FEMA may be required prior to any civil engineering or plat application and review process.*

(8) Development financial plan.

- (i) *Estimated costs of infrastructure and proposed tax rate or assessment for the district.*

(9) Maintenance dedication.

- (i) *Plat shall include a dedication statement that maintenance of paved roads, drainage, and infrastructure necessary (i.e., sewer, water, etc.) shall exclusively be the responsibility of the District, subject to the terms of any development agreement.*

(10) Phasing requirement.

- (i) *The Department of Development, County Engineering Department, or TCEQ may require the phasing of development and/or improvements in order to maintain adequate water or sewer capacity.*

Analysis #5: *To date staff can confirm that item no. 3-10 has not been received.*

Vol. I Section III Plats of the Ellis QGI states:

- B. All plat submittal requirements shall be found in the Plat Application checklist and shall include a groundwater availability certification as required in Section 232.0032 of the Texas Local Government Code and in consultation with Prairielands Groundwater Conservation District (PGCD) for any proposed

use of groundwater that falls within their jurisdiction, based on the approved Interlocal Agreement (Order No. 530.22). Please refer to the table below, as indicated by SB 2440 (88th Texas State Legislature), effective January 1, 2024.

NO. OF LOTS - More than 10 lots - GROUNDWATER CERTIFICATION REQUIRED

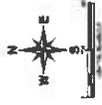
Analysis #6: Staff can confirm that a groundwater certification has not been received for this application.

Interlocal Agreement Regulation:

In accordance with the executed interlocal with the City of Midlothian on March 31, 2008:

The Commissioners Court shall consider and take appropriate action on the application for plat approval on or before 21 days after the Planning and Zoning Commission's or the staffs decision on the plat, which shall be promptly communicated to the Responsible Office. If the Commissioners Court deny the plat application, the City's approval of the application shall be deemed void.

Analysis #7: Staff recommends that the Court deny the plat application in accordance with the executed interlocal referenced above and [LGC § 232.0025](#).



Street A	Heirloom Blvd.
Street B	Lakeside Rd
Street C	Bestow Ln.
Street D	Gemstone Way
Street E	Treasure Dr
Street F	Gatlin Rd.
Street G	Scion St
Street H	Moonflower Rd
Street I	Jensen Rd
Street J	Tatin St
Street K	Carneo Dr
Street L	Cornerstone Dr
Street M	Token Ln
Street N	Vestige St.
Street O	Kindred St.
Street P	Lynn Dr.
Street Q	Adorn St.
Street R	Keepsake Dr.
Street S	Ball St
Street T	Favor Ct.
Street U	Tribute Rd
Street W	Ht. View Rd.
Street X	Lore St.

HIGHLAND LAKES

STREET NAME EXHIBIT

Wauchope, Texas

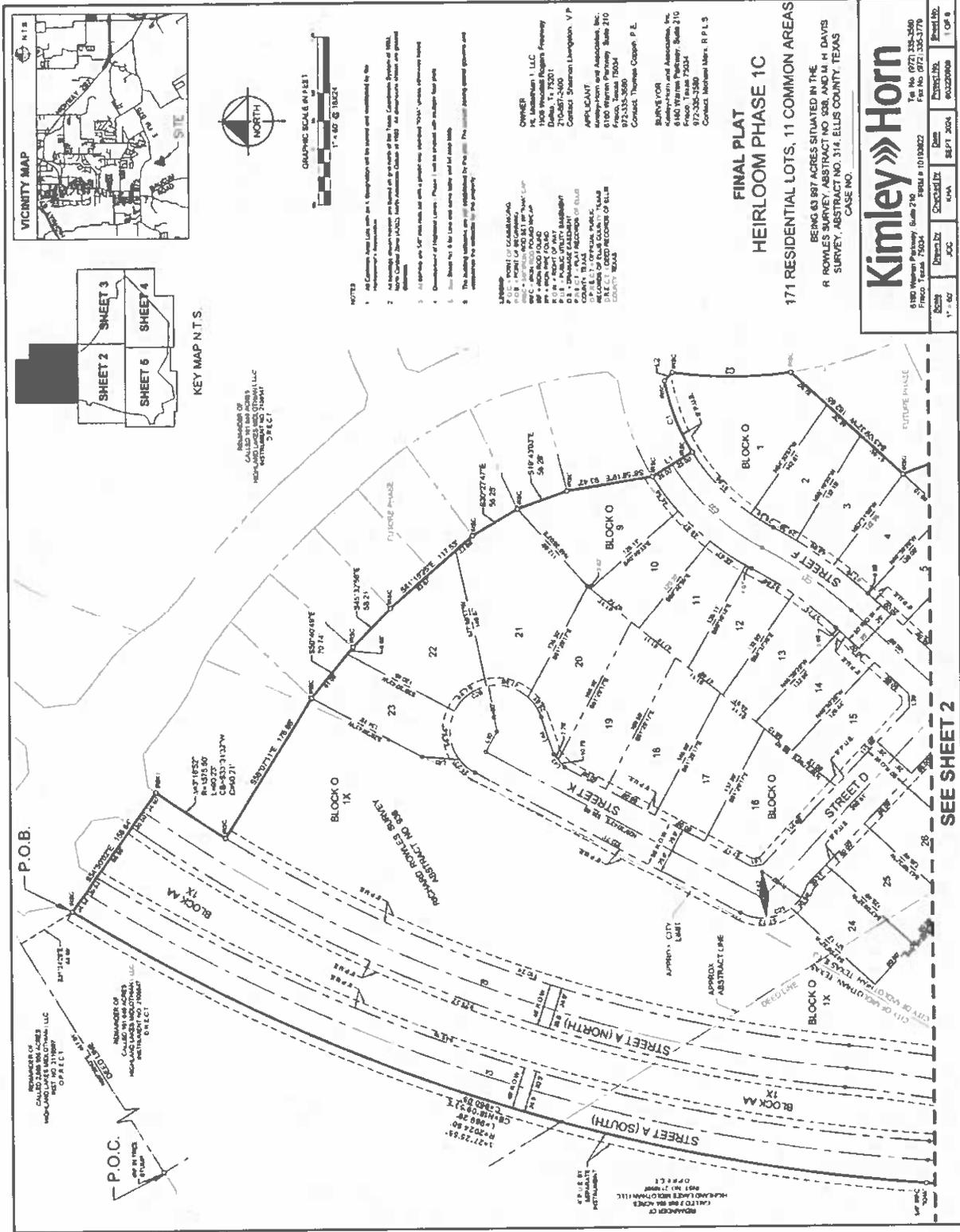
3/19/2024

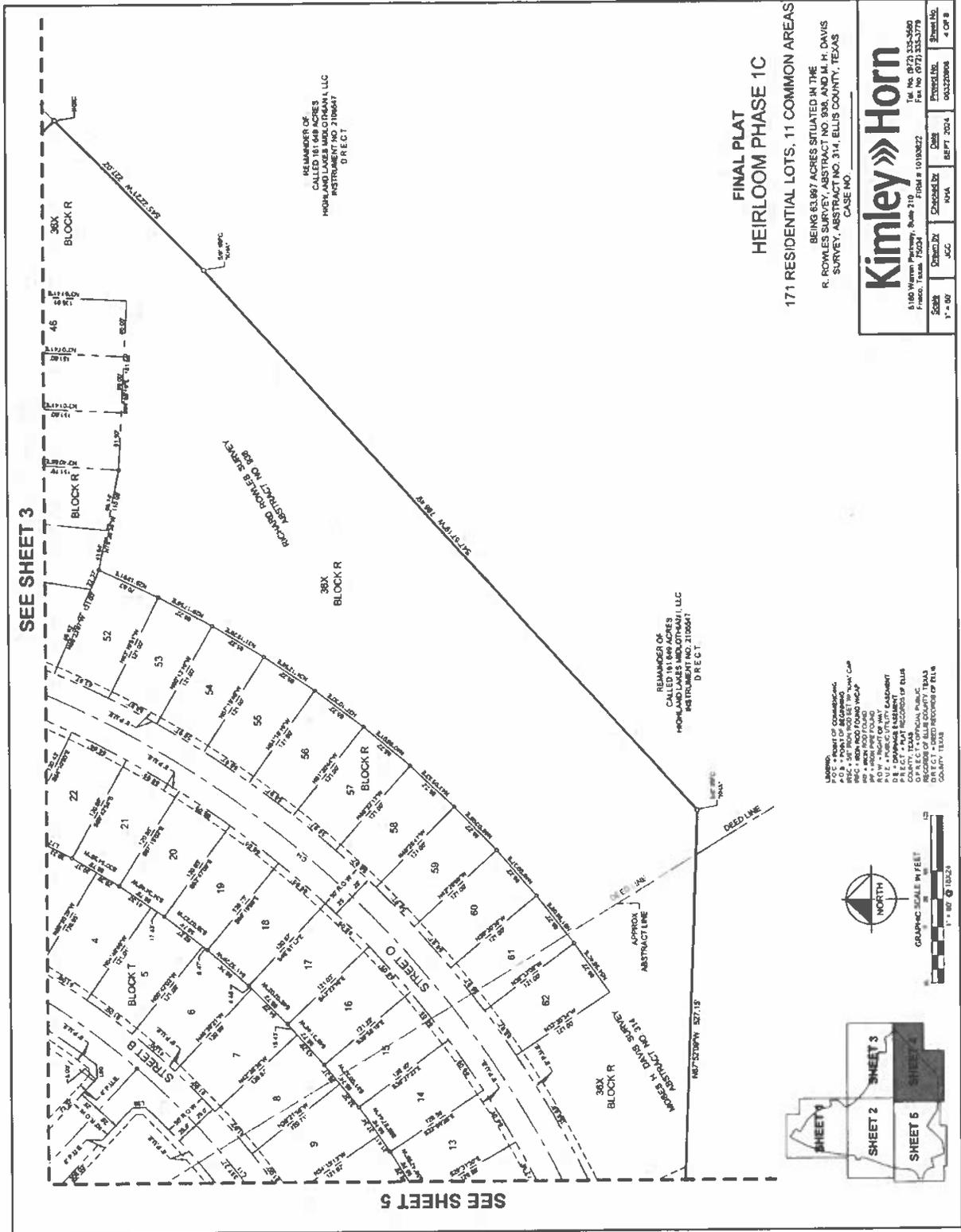
Kimley-Horn & Associates, Inc.

Agenda Item No. 1.10 – Heirloom Phase 1C Final Plat

Report Authored by: Sara Garcia, Asst. Director & Development Process Manager, Planning & Development

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





SEE SHEET 3

SEE SHEET 5

**FINAL PLAT
HEIRLOOM PHASE 1C**

171 RESIDENTIAL LOTS, 11 COMMON AREAS
BEING 63.987 ACRES SITUATED IN THE
R. ROWLES SURVEY, ABSTRACT NO. 338, AND M. H. DAVIS
SURVEY, ABSTRACT NO. 314, ELLIS COUNTY, TEXAS
CASE NO. _____



Scale	1" = 80'	Drawn by	JCC	Checked by	MM	Date	DEPT 2024	Prepared by	MM	Sheet No.	4 of 8
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LEGEND:
 A.O.S. = POINT OF BEGINNING
 REC. = SET FROM ROULET SURVEY, CASE NO. 10000, 10001, 10002, 10003, 10004, 10005, 10006, 10007, 10008, 10009, 10010, 10011, 10012, 10013, 10014, 10015, 10016, 10017, 10018, 10019, 10020, 10021, 10022, 10023, 10024, 10025, 10026, 10027, 10028, 10029, 10030, 10031, 10032, 10033, 10034, 10035, 10036, 10037, 10038, 10039, 10040, 10041, 10042, 10043, 10044, 10045, 10046, 10047, 10048, 10049, 10050, 10051, 10052, 10053, 10054, 10055, 10056, 10057, 10058, 10059, 10060, 10061, 10062, 10063, 10064, 10065, 10066, 10067, 10068, 10069, 10070, 10071, 10072, 10073, 10074, 10075, 10076, 10077, 10078, 10079, 10080, 10081, 10082, 10083, 10084, 10085, 10086, 10087, 10088, 10089, 10090, 10091, 10092, 10093, 10094, 10095, 10096, 10097, 10098, 10099, 10100, 10101, 10102, 10103, 10104, 10105, 10106, 10107, 10108, 10109, 10110, 10111, 10112, 10113, 10114, 10115, 10116, 10117, 10118, 10119, 10120, 10121, 10122, 10123, 10124, 10125, 10126, 10127, 10128, 10129, 10130, 10131, 10132, 10133, 10134, 10135, 10136, 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ELLIS COUNTY COMMISSIONERS COURT		October 29, 2024	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Henson Addition Pct. No. 4 AGENDA ITEM NO. 1.11		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:
Discussion, consideration, and action to ratify staff action on a plat of Henson Addition. The ± 10.004-acre site is located ± 850 feet south of the intersection of West Highland Road and Bryson Lane, situated in part of Asa R. Newton Survey, Abstract No. 793, in the extraterritorial jurisdiction (ETJ) of Midlothian, Road and Bridge Precinct No. 4.

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

PARCEL ID OR ADDRESS:
Parcel ID No. 188496 & 188523

APPLICANT(s):
Ralph Henson and Winnie Henson

- ATTACHMENTS:**
- 1) Location Map
 - 2) Plat

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

- PROPOSAL & BACKGROUND INFORMATION:**
- The applicant wishes plat the property to adjust the boundaries of the existing two (2) residential lots.
 - The City of Midlothian approved this plat on October 3, 2024, and advised staff that it was ready for pickup on October 18, 2024.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Bryson Lane	Major (100'-120')	43 feet	Yes

WATER SOURCE:

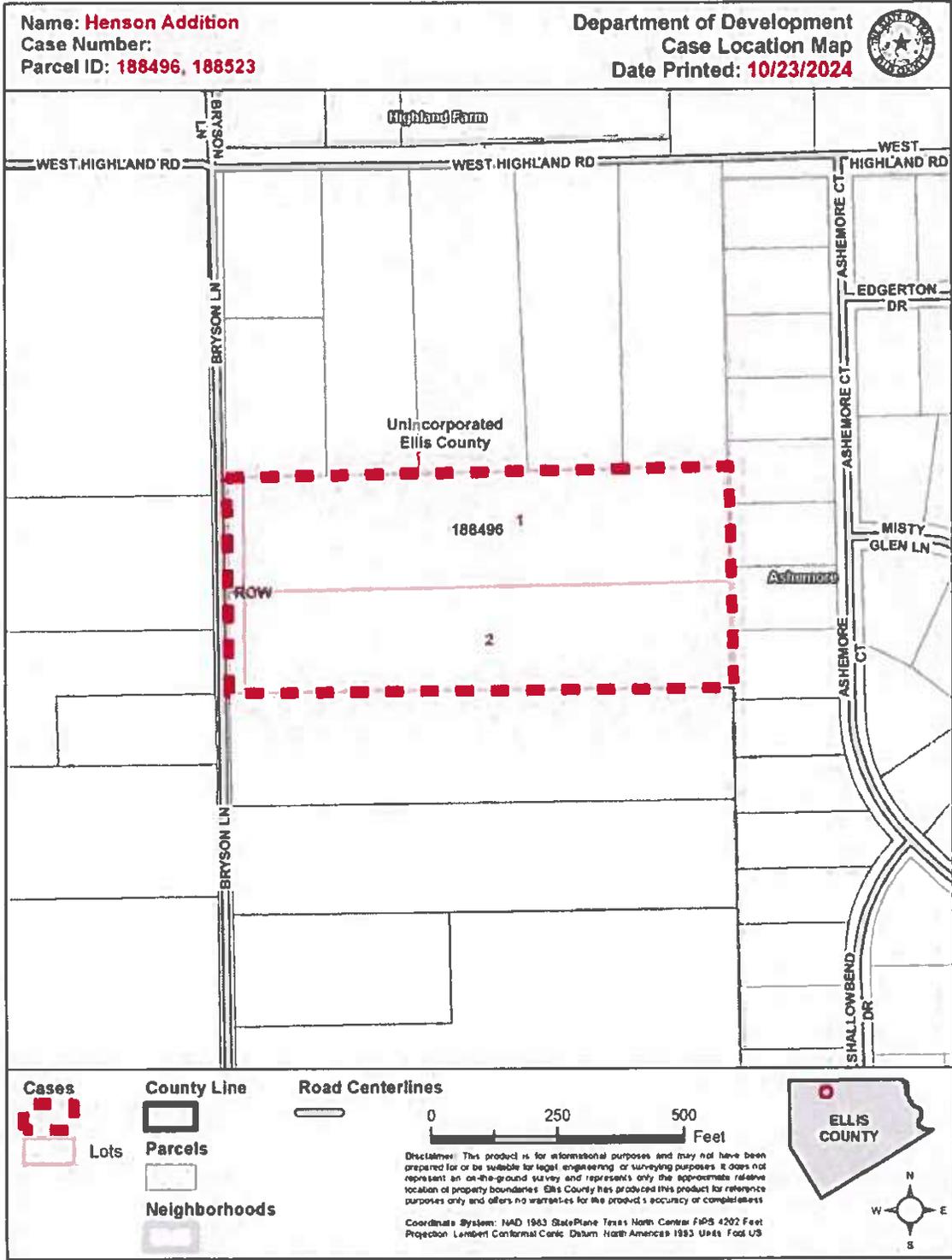
PROVIDER	Line Size	Date of Confirmation
Sardis Lone Elm	12 inches	09/03/2024

NOTICE REQUIREMENTS (if applicable):

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

ANALYSIS:
Staff reviewed this plat and **conditionally approved*** the plat, pending payment of plat filing fees and current tax certificates.

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



COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

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

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: _____

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: October 29, 2024

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

Discussion, consideration and approval for the purchase and installation of three washer/extractors for the Ellis County Detention Center, using BuyBoard Contract 682-22, in an amount of \$117,235.20.



SALES AGREEMENT: SQ175586

2510 National Drive Garland, TX 75041 (800) 880-2138
 Shawn Allen * * sallen@advantagelaundry.com

Bill-To: ALSC022443
 WAYNE MCCOLLUM DETENTION CTR
 300 S JACKSON ST
 WAXAHACHIE, TX 75165-3750

Ship-To: 001
 ELLIS CNTY SHERIFFS OFFICE/WAYNE
 MCCOLLUM DET CTR
 300 S JACKSON
 WAXAHACHIE, TX 75165

Date:	10/17/2024
Requested By:	Terry Ogden
E-Mail:	terry.ogden@elliscounty.texas.gov
Phone:	(972) 825-4901
Mobile:	(972) 825-4901
Billing Terms:	Payment 30 days after invoice date
Customer PO:	
Expiration:	11/16/2024

Product No.	Description	Quantity	Unit Price	Ext. Price
	Terms-Buyboard Contract 682-22 Applied to Quote ***** **** BUYBOARD CONTRACT 682-22 APPLIED TO QUOTE **** *****			
SP-165	B&C 16SLB SOFT-MNT WASHER/EXT, MICRO, 350-G, 208-230/60/3PH,5-SUPPLYCOMP 5 YEARS BEARING WARRANTY, 5 YEARS SEALS, FRAME. 3 YEARS ALL PARTS	3 EA	36,578.67	109,736.01
SAL-FREIGHT	Sales-Freight in from factory	1 EA	2,095.71	2,095.71
INS-OPL	Install-OPL Installation-Delivery New Washer-Extractor INSTALLATION INCLUDES THE FOLLOWING: DELIVERY OF NEW WASHER-EXTRACTOR TO CUSTOMER LOCATION, SETTING IN PLACE IN LAUNDRY ROOM THROUGH PROPERLY SIZED DOORS AND HALLWAYS,ANCHOR,LEVEL AND GROUT WASHER-EXTRACTOR, CONNECTION TO CUSTOMER PROVIDED UTILITIES,START-UP, OPERATIONAL CHECKOUT, TRAINING OF PERSONNEL IN CARE AND OPERATION. Install Labor Warranty INSTALL LABOR WARRANTY, 90 DAYS LABOR	1 EA	5,403.48	5,403.48
			Subtotal	117,235.20
			Sales Tax	0.00
			Total	\$117,235.20

PURCHASER ACKNOWLEDGMENT:

Purchaser Name: _____
 Phone: _____
 Email: _____

AAdvantage Laundry Systems

By: _____

Purchaser Signature: _____
 Date: _____

*Credit terms are subject to change based on credit approval.
 Invoices not paid by due date will incur a monthly 1.5% Finance Charge. Pricing included hereon includes a discount for payment by cash or check. If you would like to use a credit card, a 3% convenience fee will be assessed for amounts that exceed \$3,000.
THE GOODS SET FORTH HEREIN ARE SPECIAL ORDER AND ARE NON-CANCELABLE.

By signing above, purchaser agrees on behalf itself and the entity it represents, (collectively, the "Purchaser") to this Sales Agreement and the Terms and Conditions of Sales attached hereto and incorporated herein by reference, and a copy of which are located on Seller's website.

AAdvantage Laundry Systems

EQUIPMENT-TERMS AND CONDITIONS OF SALE

1. These Terms and Conditions of Sale are incorporated by reference into the Sales Agreement signed by Purchaser on the first page thereof (hereinafter referred to as the "Agreement"). The Agreement supersedes any prior understanding or written or oral agreement between the parties and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the Seller has the power to modify the provisions hereof in any respect, that Seller shall not be bound by, or liable to, Purchaser for any representation, promise or endorsement made by any agent or person in Seller's employment not set forth in this Agreement, and no modification or amendment of this Agreement shall be binding on the Seller unless set forth in writing and signed by an authorized officer of the Seller.
2. If Purchaser claims sales or use tax exemption on all or part of the machinery and/or equipment subject to this Agreement (referred herein as the "Goods"), Purchaser must provide Seller with a tax exemption certificate acceptable to Seller. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication, including any price changes made by manufacturer of the Goods prior to Seller's placement of a binding order are subject to correction. Any changes in material or design can be made in the Goods sold by Seller and Seller is under no obligation to make such changes on Goods previously sold and delivered. Amounts charged on credit cards are limited. Seller may terminate this Agreement in its sole discretion based upon any reasonable negative credit review, site review and/or pricing discrepancy. In the event Seller receives any price increases on any of the Goods from any of the manufacturers of the Goods then Purchaser expressly agrees that Seller can pass on these price increases to Purchaser and the purchase price of the Goods shall be increased by the amount of these price increases.
3. If the full purchase price is not paid in cash at or before delivery, Purchaser may be required by Seller to execute and deliver to Seller, a promissory note or a series of promissory notes accompanied by an installment sales contract, equipment lease or security agreement, as applicable, UCC 1 or such other lien instrument in form appropriate for the state where the Goods will be located, provided, however, that title to all Goods referred to in this Agreement shall remain in Seller, until the full purchase price has been paid. If Purchaser fails to execute and deliver such promissory note or series of promissory notes and installment sales contract, equipment lease, security agreement, as applicable, or other lien instrument as Seller may request, the full purchase price shall forthwith become due and payable immediately. Until the full purchase price has been paid by Purchaser, Purchaser shall not remove any of the Goods from the premises where they were originally installed without the prior written consent of Seller. In addition, Seller is entitled to file a UCC 1 for a purchase money security interest in Goods to secure Seller's position with respect to possible other secured parties and other rights under Applicable Laws. Purchaser hereby acknowledges that Seller does not recommend or require any third-party financing institution in connection with financing, purchase or leasing the Goods specified in this Agreement, and Purchaser owes the amounts for the Goods set forth herein regardless of any third party Purchaser selects for financing.
4. To secure the payment of the purchase price of the Goods, the payment of interest and reasonable attorney's fees and other legal expenses incurred by Seller as hereinafter set forth, Purchaser hereby grants to Seller a security interest in all Goods and any and all equipment, parts, accessories, attachments, additions and other goods, and all replacements thereof, now or hereinafter installed in, affixed to or used in connection with said goods, and if Purchaser sells or otherwise disposes of the goods in violation of the terms of this Agreement, Seller shall have a security interest in the proceeds of such sale or disposition until all payments due from Purchaser to Seller are made in full (the "Collateral"). In the event Purchaser fails to pay when due any indebtedness secured by this Agreement, Purchaser shall be deemed in default under this Agreement, and Seller shall have all the rights and remedies granted under Applicable Law, including, but not limited to, the rights and remedies under the Uniform Commercial Code, and the right to replevin or repossess the Collateral. In addition, Seller may require Purchaser to assemble the Collateral and make it available to Seller at any place designated by Seller that is reasonably convenient to both parties. The respective names and addresses of Purchaser and Seller are set forth on the Sales Agreement, or as updated from time to time by the parties. Purchaser and Seller agree that this Agreement, or a copy thereof, may be used as a financing statement, and Purchaser hereby appoints Seller as Purchaser's attorney-in-fact for the limited purpose of filing a UCC-1 financing statement on the Collateral in any applicable jurisdiction.
5. In addition to the rights and remedies set forth above, if Purchaser is in default under any of the terms or provisions of this Agreement, Seller, at its option, may retain all payments made by Purchaser hereunder to offset any damages incurred by Seller and/or the purchase price not paid of the Goods. Purchaser agrees that if Purchaser is unable to fulfill the total covenants and obligations as provided for and contained in this Agreement, any money paid herewith as a deposit shall become the absolute property of Seller as partial compensation of Purchaser's failure to perform its agreement and such funds shall be applied to Seller's damages. However, Seller shall also be entitled to immediately proceed under any Applicable Laws to be compensated for all of the damages resulting from Purchaser's breach. If Seller or its assigns retakes possession of the Collateral, Seller shall keep all payments made by Purchaser, and all rights of Purchaser shall then be extinguished, and Seller may forthwith sell the Collateral at public or private sale. Any action required to be taken for Purchaser's failure to perform the terms and conditions of this Agreement shall result in Purchaser's being responsible for the payment of reasonable attorney's fees for any attorney engaged by Seller to protect its interests, all costs incurred, and interest at the maximum rate allowed by law from the date of Purchaser's breach hereof payable on demand, whether the parties litigate or not, including any appellate or bankruptcy proceeding.
6. Purchaser agrees that until the purchase price is paid in full or in the event that this Agreement is financed through the use of an installment sales contract or equipment lease, Purchaser will keep the Goods fully insured for the benefit of Seller and Purchaser as their respective interest may appear. Purchaser shall furnish the Seller with a policy or certificate thereof prior to the date the Goods are delivered. Purchaser agrees the amount of all insurance carried in the Collateral shall be an amount not less than that which shall provide for Seller to receive full compensation for the unpaid portion of the price due to Seller in case full or partial loss occur to Seller's goods. Coverage must be placed with a reputable or financially responsible carrier or carriers with a minimum A.M. Best rating of A+. Purchaser shall cause its insurers to endorse the required insurance hereunder to waive any rights of subrogation against the Seller and its indemnitees. This insurance must name the Seller and its indemnitees as additional insureds under an "Additional Insured" endorsement, and it must be primary over any insurance maintained by Seller and its indemnitees.
7. Delivery dates are estimates only, and not binding on Seller. Seller shall not be liable for any damages caused by delay in delivery beyond its control. In the event of delay, the date of delivery shall be extended for a period of time equal to the time lost by reason of the delay.
8. Except as may be set forth on page 1 of the Sales Agreement, all Goods are sold FOB Shipping Point. Purchaser shall pay all freight, cartage, shipping, and handling charges from the factory where the Goods have been manufactured. The risk of loss or damage from time of shipment of the Goods shall be borne by Purchaser when the Goods are tendered to the carrier. The same shall hold forth whether Seller delivers the Goods to a common carrier, an independent contractor or transport service whether provided by Seller or Purchaser. All transportation, freight, rigging or delivery prices are valid for 30 days. In the event any of these cost or prices have increased after 30 days from the date of this Agreement, then the Purchaser expressly agrees that Seller can pass on these increases in cost.
9. Unless set forth in this Agreement as mutually agreed upon, all delivery of Goods shall be curbside delivery at the point or place designated herein. Seller shall have no responsibility whatsoever to uncrate or set up any of Goods unless specified by mutual agreement in writing. Purchaser shall have the sole responsibility for all installation of the Goods and any permits required and for providing the connection of the Goods delivered to any plumbing, electric, gas, vent or other utility connections. Purchaser shall be responsible for providing adequate access for delivery of Goods. Seller will store Goods in its warehouse at its discretion at no charge for up to 30 days for any Goods that are required to be shipped to its warehouse prior to shipment or deliver to Purchaser. After 30 days, Seller can assess a reasonable daily charge for this storage. Purchaser agrees to pay all storage charges incurred.
10. Pursuant to notices that may be required under Applicable Laws, there are no cash refunds, credit refunds or exchanges of merchandise under this Agreement.
11. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, where permitted by this Agreement. Purchaser expressly agrees that this Agreement is binding upon it and is not subject to cancellation. Purchaser agrees that in the event of cancellation of this Agreement by mutual consent or by notice of right of cancellation embodied in this Agreement, then, and in that event, Purchaser will pay to the Seller any restocking charges, out of pocket costs, and the reasonable value of work done by Seller. This provision shall not give Purchaser the right of cancellation of this Agreement. The obligations of Purchaser and rights of Seller shall survive termination or expiration of this Agreement.
12. The right, title, and interest of Seller, in this Agreement and to the Goods referred to herein may be assigned without notice and the assignee shall acquire all of the rights and remedies of Seller but shall not be deemed to have assumed any of its obligations. Purchaser will not assert against the assignee of Seller, any defenses, counterclaims or setoffs available against the Seller.
13. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. Purchaser and Seller agree that this Agreement shall be construed and governed by the laws of the State of Seller's primary domicile (the "Applicable Laws") and that venue for any dispute or litigation arising out of this Agreement shall be in the appropriate State or Federal courts in the city or county nearest to Seller's primary domicile. The parties agree that any signatures or initials communicated electronically or by facsimile machine and any facsimile or photocopy or electronic copy of this Agreement including counterparts shall be valid and binding on the parties.
14. **WARRANTY DISCLAIMER. THE ONLY WARRANTIES, IF ANY EXPRESSLY STATED IN THE SALES AGREEMENT THAT APPLY TO THE GOODS ARE THOSE GIVEN BY THE ORIGINAL MANUFACTURER, AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY EMPLOYEE, AGENT OR OTHER PERSONS TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS GOODS.** Any description of the of Goods is for the sole purpose of identifying them and shall not be deemed to create an express warranty that the Goods shall conform to any such description; any sample or model is for illustrative purpose only and shall not be deemed to create an express warranty that the of Goods shall conform to the sample model; and no affirmation or promise, or description, or sample or model shall be deemed part of the basis of the bargain.
15. **PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY INDIRECT DAMAGES, PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF TIME, LOSS OF PROFIT, LOSS OF USE, MATERIALS IN GOODS, OR LOSS OF INCOME. PURCHASER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF GOODS. PURCHASER ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH WOULD EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**
16. **SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY PURCHASER UNDER THE AGREEMENT FOR THE GOODS GIVING RISE TO THE CLAIM.** Purchaser shall fully indemnify, defend and hold harmless Seller and its affiliates and their respective shareholders, officers, directors, members, agents and employees against all expenses, costs (including reasonable attorneys' fees), claims, demands, damages, liability, suits or the like arising in connection with or out of (i) any breach by Purchaser of the Agreement; (ii) Seller's adherence to specifications or use of material furnished or specified by Purchaser or any of its agents; (iii) any damage to property or injury (including death) caused by the acts or omissions of Purchaser or its agents; or (iv) any damages arising out of the sale or exchange of all or a part of the Goods sold hereunder to a third party.
17. If Purchaser is trading-in equipment as part of this sale, Purchaser warrants and represents that Purchaser has good title, free and clear of all liens and encumbrances and further Purchaser agrees to indemnify, defend, and hold harmless Seller from all costs or claims whatsoever arising out of the trade-in equipment.
18. **PARTS WARRANTY: (a) New equipment- one (1) year parts replacement; (b) Used equipment: Sold in "AS IS" condition with no warranty. As to (a) above this shall not include padding, belts, hoses or other expandables. Purchaser shall be responsible for all freight and shipping costs incident thereto. Any improper installation or misuse of the Goods shall void this parts warranty. No labor warranty is included.**

Purchaser Initials_____

Worldwide Warranty Certificate

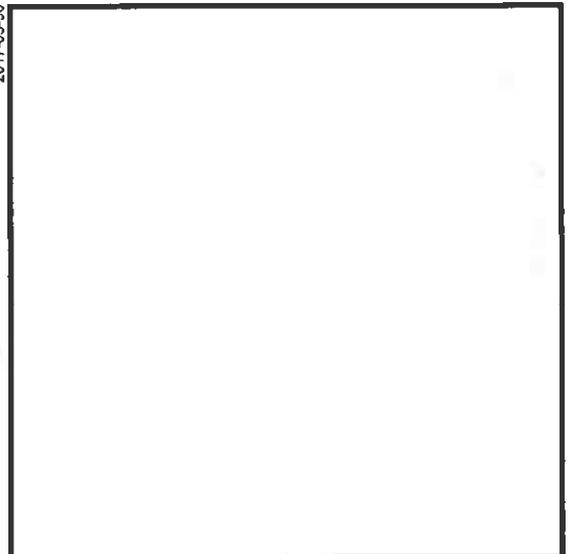
WORLDWIDE WARRANTY FOR COMMERCIAL WASHER-EXTRACTORS, FLATWORK IRONERS, & DRYERS

B&C Technologies, Inc (B&C) warrants the original purchaser that all new B&C brand commercial washer-extractors (HE, HP, SP, SI Series), flatwork ironers (IP Series) , and dryers (DE, DP, TS, and FC Series) henceforth known as the Equipment, to be free from defects in material and workmanship under normal use and service. The normal use of the Equipment is in commercial and laundries. The terms of B&C's obligation under this limited warranty shall be limited as follows:

1. Any parts, except those mentioned below for a period of 36 months from the date of installation of the equipment. Normal wear items have a 12 month warranty from the date of installation.
2. **WASHERS:** The bearings, frame, shaft, cylinder and shell for a period of 60 months warranty from the date of installation.
FLATWORK IRONERS: Main frame and all rolls for a period of 60 months warranty from the date of installation.
DRYERS: Bearings, frame, cylinder and shaft for a period of 60 months warranty from the date of installation.
3. Equipment not registered for warranty within 6 months of delivery will revert to delivery date for warranty purposes.

B&C Technologies
17740 Ashley Drive
Suite 109
Panama City Beach, FL 32413
p: 850-249-2222
f: 850-249-2226
www.bandctech.com
sales@bandctech.com

2017-03-30



Model And Serial Information

Warranty for machines with manufacture date beginning October 1, 2013. B&C's obligations under this warranty are further limited to the repair or replacement of the Equipment or Parts, free of charge, FOB B&C's designated facility. B&C shall have the sole discretion to determine whether any Equipment and Parts presented to it under this warranty is defective and whether the same shall be replaced or repaired. All labor costs, transportation charges, duties and local taxes shall be borne by the purchaser.

This limited warranty shall be the limit of B&C's liability for any breach of warranty. Parts, which fail within the warranty period, must be ordered from B&C or its distributor and returned to B&C either direct or via B&C's distributor with an authorization tag provided by B&C. Tag should be provided with serial number, installation date and date when part failed. The parts must be returned within 60 days from date of failure unless other arrangement has been made with B&C. No allowance shall be granted for any alterations made to the Equipment or Parts by the purchaser without B&C's written consent. B&C shall have the discretion to require that the purchaser return to B&C any defective Equipment and Parts, or portion thereof. However, no Equipment or Parts shall be returned to B&C for repair or replacement without B&C's prior authorization. The determination by B&C not to require the return to it of defective Equipment or Parts shall not be deemed to constitute a waiver of other terms of this limited warranty or of its right to enforce all of the terms of this limited warranty thereafter.

B&C does not warrant that the Equipment or Parts shall meet the requirement of any safety code of any state, municipality or jurisdiction other than the safety agency approvals as stated on the machine or verified by B&C. Purchaser assumes all risk and liability whatsoever resulting from the use of the Equipment and Parts, whether used individually or in combination with other machines or apparatus.

This limited warranty shall not apply to persons or parties other than the original purchaser of the Equipment and Parts. This warranty shall not apply to any Equipment or Parts, which have been altered without B&C's written consent, or altered in any way so as in the judgment of B&C to affect adversely the operation and reliability of the Equipment or Parts. This limited warranty shall not apply to Equipment or Parts in which parts from a manufacturer other than B&C have been incorporated or equipment or parts which have not been purchased from B&C. Further, this warranty shall not apply to Equipment or Parts that have been subjected to misuse, negligence, have not been installed, maintained and operated in accordance with B&C's or the manufacturers printed instructions, have not been utilized for their normal use or have been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications for the Equipment and Parts. This warranty shall not apply to any product on which the serial number have been altered, effaced, or removed.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON B&C'S PART. B&C NEITHER ASSUMES NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR B&C ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE EQUIPMENT AND PARTS. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND PURCHASER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE INCLUDING WITHOUT LIMITATIONS ANY OBLIGATIONS OF B&C WITH RESPECT TO FITNESS, MERCHANTABILITY, INCIDENTAL DAMAGES AND CONSEQUENTIAL DAMAGES OR WHETHER OR NOT OCCASIONED BY B&C'S NEGLIGENCE. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT UPON THE PRIOR WRITTEN INSTRUMENT SIGNED BY B&C.

B&C reserves the right to make changes in design or to make additions to or improvements upon this product without incurring any obligations to install the same on products previously manufactured.

The selling distributor must register this product with B&C so the original purchaser will receive the benefits of this warranty. Registration can be accomplished via the B&C Technologies website.

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: October 22, 2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: October 29, 2024

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

Discussion, consideration and action to advertise and solicit a request for bids for Convenience Store Fuel.

COMMISSIONERS COURT AGENDA REQUEST

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

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Please fill out this form completely:

DATE: October 22, 2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: CONSENT-October 29, 2024

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

Approval to surplus and donate the following items to the Texas State Guard Ham Radio Unit: nine (9) handheld radios.

- Five (5) Kenwood TK-5520
- Two (2) Kenwood TK-2170
- Two (2) Kenwood TK-5410

COMMISSIONERS COURT AGENDA REQUEST

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

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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: October 23, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: EJ Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: October 29, 2024

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

Discussion, consideration and approval for the award of Bid Number RFB-2024-012-Flex Base, Type A, Grade 1-2 Combination Mix and the authorization for the County Judge to execute the contracts with the vendors in Attachment A.

RFB-2024-012 Attachment A
Flex Base, Type A, Grade 1-2 Combination Mix

Per Ton Delivered

Alvarado

J&K Excavation

Knife River

Twisted Nail

Vulcan

Per Yard Delivered

J&K Excavation

Knife River

Per Ton Picked up at Plant

Knife River

Vulcan

Twisted Nail

Per Yard Picked up at Plant

Knife River

Deliver Price per Mile delivered to location

Vulcan

Knife River

1 Price Per Ton delivered to Precinct One, 600 N. Dallas St., Palmer, TX 75152					
Supplier	QTY	UOM	Price	Extended	
Alvarado Sand and Gravel, LLC	1	TON	\$26.50	\$26.50	
Twisted Nail Broker Services	1	TON	\$32.00	\$32.00	
Vulcan Construction Materials Company LLC	1	TON	\$32.76	\$32.76	
J&K Excavation	1	TON	\$33.00	\$33.00	
Knife River	1	TON	\$33.50	\$33.50	
Green Dream International LLC	1	TON	\$58.79	\$58.79	

2 Price per Ton delivered to Precinct Two, 1400 Oak Grove Rd., Ennis, TX 75119					
Supplier	QTY	UOM	Price	Extended	
Alvarado Sand and Gravel, LLC	1	TON	\$26.80	\$26.80	
Knife River	1	TON	\$31.25	\$31.25	
Twisted Nail Broker Services	1	TON	\$32.00	\$32.00	
Vulcan Construction Materials Company LLC	1	TON	\$32.90	\$32.90	
J&K Excavation	1	TON	\$33.00	\$33.00	
Green Dream International LLC	1	TON	\$58.79	\$58.79	

3 Price Per Ton delivered to Precinct Three, 933 College St., Italy, TX 76651					
Supplier	QTY	UOM	Price	Extended	
Alvarado Sand and Gravel, LLC	1	TON	\$26.45	\$26.45	
J&K Excavation	1	TON	\$30.00	\$30.00	
Twisted Nail Broker Services	1	TON	\$30.75	\$30.75	
Knife River	1	TON	\$31.25	\$31.25	
Vulcan Construction Materials Company LLC	1	TON	\$32.90	\$32.90	
Green Dream International LLC	1	TON	\$58.79	\$58.79	

4 Price Per Ton delivered to Precinct Three Substation, 219 Martin Luther King, Jr., St., Maypearl, TX					
Supplier	QTY	UOM	Price	Extended	
Alvarado Sand and Gravel, LLC	1	TON	\$23.00	\$23.00	
Twisted Nail Broker Services	1	TON	\$26.75	\$26.75	
J&K Excavation	1	TON	\$30.00	\$30.00	
Vulcan Construction Materials Company LLC	1	TON	\$30.81	\$30.81	
Knife River	1	TON	\$32.25	\$32.25	
Green Dream International LLC	1	TON	\$58.79	\$58.79	

5 Price Per Ton delivered to Precinct 4, 1011 Eastgate, Midlothian, TX 76065					
Supplier	QTY	UOM	Price	Extended	
Alvarado Sand and Gravel, LLC	1	TON	\$22.50	\$22.50	
Twisted Nail Broker Services	1	TON	\$27.75	\$27.75	
Vulcan Construction Materials Company LLC	1	TON	\$28.53	\$28.53	
J&K Excavation	1	TON	\$30.00	\$30.00	
Knife River	1	TON	\$37.25	\$37.25	
Green Dream International LLC	1	TON	\$58.79	\$58.79	

6	Price Per Yard delivered to Precinct One, 600 N. Dallas St., Palmer, TX 75152				
	Supplier	QTY	UOM	Price	Extended
	J&K Excavation	1	Yard	\$34.50	\$34.50
	Knife River	1	Yard	\$45.22	\$45.22
	Green Dream International LLC	1	Yard	\$79.36	\$79.36
	Twisted Nail Broker Services	1	Yard	No Bid	
	Alvarado Sand and Gravel, LLC	1	Yard	No Bid	
	Vulcan Construction Materials Company LLC	1	Yard	No Bid	

7	Price Per Yard delivered to Precinct Two, 1400 Oak Grove Rd., Ennis, TX 75119				
	Supplier	QTY	UOM	Price	Extended
	J&K Excavation	1	Yard	\$34.50	\$34.50
	Knife River	1	Yard	\$42.25	\$42.25
	Green Dream International LLC	1	Yard	\$79.36	\$79.36
	Twisted Nail Broker Services	1	Yard	No Bid	
	Alvarado Sand and Gravel, LLC	1	Yard	No Bid	
	Vulcan Construction Materials Company LLC	1	Yard	No Bid	

8	Price Per Yard delivered to Precinct Three, 933 College St., Italy, TX 76651				
	Supplier	QTY	UOM	Price	Extended
	J&K Excavation	1	Yard	\$32.50	\$32.50
	Knife River	1	Yard	\$42.25	\$42.25
	Green Dream International LLC	1	Yard	\$79.36	\$79.36
	Twisted Nail Broker Services	1	Yard	No Bid	
	Alvarado Sand and Gravel, LLC	1	Yard	No Bid	
	Vulcan Construction Materials Company LLC	1	Yard	No Bid	

9	Price Per Yard delivered to Precinct Three Substation, 219 Martin Luther King, Jr. St., Maypearl, TX				
	Supplier	QTY	UOM	Price	Extended
	J&K Excavation	1	Yard	\$32.50	\$32.50
	Knife River	1	Yard	\$43.50	\$43.50
	Green Dream International LLC	1	Yard	\$79.36	\$79.36
	Twisted Nail Broker Services	1	Yard	No Bid	
	Alvarado Sand and Gravel, LLC	1	Yard	No Bid	
	Vulcan Construction Materials Company LLC	1	Yard	No Bid	

10	Price per Yard delivered to Precinct Four, 1011 Eastgate, Midlothian, TX 76065				
	Supplier	QTY	UOM	Price	Extended
	J&K Excavation	1	Yard	\$32.50	\$32.50
	Knife River	1	Yard	\$50.25	\$50.25
	Green Dream International LLC	1	Yard	\$79.36	\$79.36
	Twisted Nail Broker Services	1	Yard	No Bid	
	Alvarado Sand and Gravel, LLC	1	Yard	No Bid	

Vulcan Construction Materials Company LLC 1 Yard No Bid

11 Price per Ton picked up at Plant				
Supplier	QTY	UOM	Price	Extended
Knife River	1	TON	\$11.25	\$11.25
Vulcan Construction Materials Company LLC	1	TON	\$12.00	\$12.00
Twisted Nail Broker Services	1	TON	\$12.75	\$12.75
J&K Excavation	1	TON	No Bid	
Alvarado Sand and Gravel, LLC	1	TON	No Bid	
Green Dream International LLC	1	TON	No Bid	

12 Price per Yard picked up at Plant				
Supplier	QTY	UOM	Price	Extended
Knife River	1	Yard	\$15.25	\$15.25
Alvarado Sand and Gravel, LLC	1	Yard	No Bid	
Green Dream International LLC	1	Yard	No Bid	
Twisted Nail Broker Services	1	Yard	No Bid	
J&K Excavation	1	Yard	No Bid	
Vulcan Construction Materials Company LLC	1	Yard	No Bid	

13 Deliver Price per Mile delivered to location				
Supplier	QTY	UOM	Price	Extended
Vulcan Construction Materials Company LLC	1	Mile	\$0.21	\$0.21
Knife River	1	Mile	\$0.38	\$0.38
Alvarado Sand and Gravel, LLC	1	Mile	\$6.00	\$6.00
Green Dream International LLC	1	Mile	\$6.30	\$6.30
Twisted Nail Broker Services	1	Mile	\$7.75	\$7.75
J&K Excavation	1	Mile	No Bid	

COMMISSIONERS COURT AGENDA REQUEST

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

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Please fill out this form completely:

DATE: October 23, 2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: October 29, 2024

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

Discussion, consideration and approval to advertise and solicit a request for bids for Flex Base, Type A, Grade 2.

COMMISSIONERS COURT AGENDA REQUEST

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NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: October 29, 2024

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

Discussion, consideration, and approval to renew Microsoft 365 software licenses for Sheriff's Office using DIR-CPO-5091 with SHI Government Solutions, LLC in the amount of \$120,526.56.



Pricing Proposal
 Quotation #: 25416267
 Reference #: EA# 8972734
 Created On: 10/11/2024
 Valid Until: 11/30/2024

Ellis County Sheriff's Office

**Inside Account Manager
 - Public Sector**

Brady Davidson

300 S Jackson St
 Waxahachie, TX 75165
 United States
 Phone: (972) 825-4980
 Fax:
 Email: Brady.Davidson@elliscounty.texas.gov

Victor Arias

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: (732)-317-6938
 Fax:
 Email: Victor_arias@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Apple-Branded Products and Related Services Contract #: DIR-CPO-5091 Coverage Term: 12/1/2024 – 11/30/2025 Note: Year 1 of 3	308	\$391.32	\$120,526.56
		Subtotal	\$120,526.56
		Shipping	\$0.00
		Total	\$120,526.56

Additional Comments

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Year 1 Cost \$120,526.56

Year 2 Cost \$120,526.56

Year 3 Cost \$120,526.56

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: October 23, 2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: October 29, 2024

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

Discussion, consideration, and approval to renew Microsoft 365 software licenses for County offices using DIR-CPO-5237 with SHI Government Solutions, LLC in the amount of \$150,266.88.



Pricing Proposal
 Quotation #: 25448738
 Reference #: EA# 59872627
 Created On: 10/22/2024
 Valid Until: 11/30/2024

TX-County of Ellis

**Inside Account Manager
 - Public Sector**

Jocelyn King
 TX
 United States
 Phone: (972) 825-5037
 Fax:
 Email: Jocelyn.King@co.ellis.tx.us

Victor Arias
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: (732)-317-6938
 Fax:
 Email: Victor_arias@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 Note: Year 1 of 3 - Budgetary only	384	\$391.32	\$150,266.88
		Subtotal	\$150,266.88
		Shipping	\$0.00
		Total	\$150,266.88

Additional Comments

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: October 23, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: October 29, 2024

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

Discussion, consideration, and approval to purchase a Nutanix Virtualization Platform; including hardware, software, and support services from Safari Micro, using the TIPS Cooperative Contract # 240101 in the amount of \$184,226.62.

Quote (Open)
Date Oct 21, 2024 01:57 PM MDT
Modified Date Oct 21, 2024 02:31 PM MDT
Quote # 566374 - rev 1 of 1
Description NUTANIX System 1
SalesRep Garrett, Kinneth (P) 480-345-1860
Customer Contact King, Jocelyn (P) (972) 825-5037 jocelyn.king@co.ellis.tx.us



safarimicro
Your Guide to IT Solutions

2185 W. Pecos Rd
Suite 9
Chandler, Arizona 85224
United States
(P) 480-345-1860

REMIT TO ADDRESS:

Safari Micro, Inc.
PO Box 842355
Los Angeles, CA 90084-2355

SHIPPING INFO:

Delivery Method: FedEx Ground
Carrier Account #:
Special Instructions:

SHIPPING:

Ellis County IT Department
109 S Jackson St.
First Floor
Waxahachie, TX 75165
United States

BILLING:

Ellis County IT Department
109 S Jackson St.
First Floor
Waxahachie, TX 75165
United States

SALES ASSOCIATE:

Preparer: Garrett, Kinneth
E-mail: kinneth.garrett@safarimicro.com
Phone: 480-345-1860
Account Manager: Garrett, Kinneth
E-mail: kinneth.garrett@safarimicro.com

PAYMENT METHOD:

Terms: Purchase Order (Net 30 Days)

#	Description	Part #	Qty	Unit Price	Total
1	LA SUB NCI PRO SW LIC AND PROD SW SUP SVC FOR 1 CPU CORE Note: Duration: 36	SW-NCI-PRO-PR	72	\$1,042.38	\$75,051.36
2	Nutanix AOS Pro Term License - term in months Note: Duration: 36	TERM-MONTHS	36	\$0.00	\$0.00
3	LA SUB NUS PRO SW LIC AND PROD SW SUP SVC FOR 1 TIB OF DATA STORED Note: Duration: 36	SW-NUS-PRO-PR	25	\$1,179.02	\$29,475.50
4	Nutanix AOS Pro Term License - term in months Note: Duration: 36	TERM-MONTHS	36	\$0.00	\$0.00
5	LA 24/7 PRODUCTION LEVEL HW SUP FOR HCI APPL Note: Duration: 36	S-HW-PRD	3	\$1,215.44	\$3,646.32
6	LA SUPPORT TERM IN MONTHS Note: Duration: 36	SUPPORT-TERM	36	\$0.00	\$0.00
7	LA SUB NCI PRO SW LIC AND PROD SW SUP SVC FOR 1 CPU CORE Note: Duration: 36	SWA-NCI-SEC-PR	72	\$215.91	\$15,545.52
8	Nutanix AOS Pro Term License - term in months Note: Duration: 36	TERM-MONTHS	36	\$0.00	\$0.00
9	EDUCATION, NCP EXAM VOUCHER	EDU-C-NCP-VOUCHER Nutanix	1	\$0.00	\$0.00

#	Description	Part #	Qty	Unit Price	Total
10	EDUCATION, NCP-MCI EXAM PREP ONLINE	EDU-C-NCPPREP-OD	1	\$0.00	\$0.00
11	Nutanix Services - Configuration, Physical to Virtual Migration and Buffalo NAS data migration	Nutanix Services	1	\$12,500.00	\$12,500.00

** Final Tax Rate Determined at Invoicing**

Subtotal:	\$136,218.70
<i>Product Subtotal:</i>	<i>\$136,218.70</i>
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Misc:	\$0.00
CCFEE3%:	\$0.00
Total:	\$136,218.70

TIPS 240101

Safari Micro ships ONLY to the Continental US (AK and HI may be an additional charge).

This quote/sales order is bound by the terms & conditions found at <https://safarimicro.com/terms-conditions/>

Quote (Open)
Date Oct 21, 2024 01:50 PM MDT
Modified Date Oct 21, 2024 02:26 PM MDT
Quote # 566372 - rev 1 of 1
Description NUTANIX System 2
SalesRep Garrett, Kinneeth (P) 480-345-1860
Customer Contact King, Jocelyn (P) (972) 825-5037 jocelyn.king@co.ellis.tx.us



safarimicro
Your Guide to IT Solutions

2185 W. Pecos Rd
Suite 9
Chandler, Arizona 85224
United States
(P) 480-345-1860

REMIT TO ADDRESS:

Safari Micro, Inc.
PO Box 842355
Los Angeles, CA 90084-2355

SHIPPING INFO:

Delivery Method: FedEx Ground
Carrier Account #:
Special Instructions:

SHIPPING:

Ellis County IT Department
109 S Jackson St.
First Floor
Waxahachie, TX 75165
United States

BILLING:

Ellis County IT Department
109 S Jackson St.
First Floor
Waxahachie, TX 75165
United States

SALES ASSOCIATE:

Preparer: Garrett, Kinneeth
E-mail: kinneeth.garrett@safarimicro.com
Phone: 480-345-1860
Account Manager: Garrett, Kinneeth
E-mail: kinneeth.garrett@safarimicro.com

PAYMENT METHOD:

Terms: Purchase Order (Net 30 Days)

#	Description	Part #	Qty	Unit Price	Total
1	NX-8155-G9, 1 Node; 2x Intel Xeon 1 Silver 4410Y processor (2.0 GHz/ 12- core/ 150W, Sapphire Rapids) per node	NX-8155-G9-4410Y-CM	3	\$7,667.59	\$23,002.77
2	LA 32GB MEM MOD 4800MHZ DDR5 CM CM	C-MEM-32GB-4800-CM	48	\$133.19	\$6,393.12
3	LA NUTANIX 8TB 3.5 HDD	C-HDD-8TB-EA-CM	30	\$239.61	\$7,188.30
4	LA NUTANIX 7.68 TB NVME SSD	C-NVM-7.68TB-B-CM	6	\$1,017.00	\$6,102.00
5	12GB/S GEN4 HBA	C-HBA-3816-1N-A-CM	3	\$729.46	\$2,188.38
6	LOM MODULE SMC 10GBE, 2-PORT BASE-T & 2-PORT SFP+ NIC (INTEL)	C-LOM-10G2B1BT-CM	3	\$396.82	\$1,190.46
7	MELLANOX 25/10GBE 2PORT NIC MELLANOX CX6 TRANSCEIVER NOT INCL	C-NIC-25G2A2-CM	3	\$349.65	\$1,048.95
8	LA PR C13/C14 10A 4FT PWR CORD PWR CM	C-PWR-4FC13C14A-CM	6	\$11.49	\$68.94

** Final Tax Rate Determined at Invoicing**

Subtotal:	\$47,182.92
Product Subtotal:	\$47,182.92
Tax (.0000%):	\$0.00
Shipping:	\$825.00
Misc:	\$0.00
CCFEE3%:	\$0.00
Total:	\$48,007.92

TIPS 240101

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Please fill out this form completely:

DATE: 10/15/24 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: TODD LITTLE

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

DEPARTMENT OR ASSOCIATION: COUNTY JUDGE

ADDRESS: 101 WEST MAIN STREET

PREFERRED DATE TO BE PLACED ON AGENDA: 10/29/24

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

ADMIN AGENDA-
PRESENTATION BY NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT'S AGING
PROGRAM STATUS REPORT UPDATE.

**ASSIGNMENT, ASSUMPTION AND AMENDMENT OF GRANT AGREEMENT AND
CONSENT**

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF GRANT AGREEMENT AND CONSENT (this "Assignment") is made and entered into as of the ___ day of October, 2024 (the "Effective Date"), by and among EAGLE OAK RETREAT FOUNDATION ("Assignor"), and BOULDER CREST FOUNDATION ("Assignee"). ELLIS COUNTY, TEXAS, enters into this agreement solely to consent to such assignment, as provided herein ("County").

RECITALS

WHEREAS, County and Assignor are parties to that certain American Rescue Plan Act (ARPA) Community Grant Agreement dated March 1, 2024 (the "Agreement"), with respect to those certain grant funds, in the amount of up to \$391,075.00 ("Grant Funds") for the uses permitted in the Agreement;

WHEREAS, Assignee acquired Assignor on or about August 1, 2024, and pursuant to such acquisition, Assignee desires to acquire and assume Assignor's interest in the Agreement, and Assignor desires to assign to Assignee its interest in the Agreement, including all of the rights, benefits, privileges, obligations and duties of the "Grant Recipient" thereunder on the terms and conditions herein contained; and

WHEREAS, in accordance with the provisions of the Agreement, Assignor and Assignee desire for County to consent to the assignment of the Agreement from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

AGREEMENT

1. Assignment and Assumption of Agreement. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in the Agreement, which is the entire interest of the "Grant Recipient" under the Agreement, and Assignee hereby accepts the assignment and assumes and agrees to be bound by all of the terms and provisions, and perform all obligations of the "Grant Recipient", under the Agreement arising on or after the Effective Date. Assignor represents and warrants that a true, correct and complete copy of the Agreement is attached hereto as **Exhibit A** and made a part hereof.

2. No Defaults; Mutual Indemnification. Assignor represents and warrants that as of the Effective Date of this Assignment:

(a) To the best of Assignor's knowledge, the Agreement is in full force and effect and neither it nor County is in default thereunder.

(b) The Agreement has not been amended or modified since the date thereof.

- (c) The Agreement has not been assigned by Assignor to any other party.
- (d) Assignor has used all applicable Grant Funds in full compliance with the Agreement.
- (e) As of the Effective Date, the remaining amount of Grant Funds that have not been used pursuant to the Agreement totals \$297,651.88.

Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all loss, liability, and expense (including reasonable attorney's fees and court costs) arising out of any breach by Assignor of its representations, warranties, and agreements contained in this Assignment, and Assignee hereby agrees to indemnify, defend, and hold Assignor harmless for, from and against any loss, liability, and expense (including reasonable attorney's fees and court costs) arising out of any breach by Assignee of its agreements contained in this Assignment or under the Agreement, in both cases from and after the Effective Date of this Assignment.

3. Performance of County. Assignor hereby acknowledges and agrees that, as of the Effective Date hereof, County has performed all of County's covenants, duties, and obligations under the Agreement, and Assignor hereby fully releases County from any and all claims which Assignor may have against County.

4. Consent of County. County hereby waives Section 23 of the Agreement, in this limited instance, to allow Assignor to assign its rights and interests in the Agreement, as provided herein, to Assignee; provided, however, that Assignor shall not be released from the Agreement, and shall remain liable for Assignee's performance under the Agreement.

5. Amendments to Agreement. The Agreement is hereby amended as follows:

(a) Exhibit B to the Agreement shall be amended as follows:

- i. Subsection (i) shall state: Boulder Crest Foundation
- ii. Subsection (ii) shall state: N4WRA8MF3LF5

6. Defined Terms. Capitalized terms used in this Assignment and not otherwise defined shall have the respective meanings assigned to them in the Agreement.

7. Change of Address. Assignee's address for notices is:

Boulder Crest Foundation
1547 N Highway 77
Italy, TX 76651

With copy to:

Boulder Crest Foundation
33735 Snickersville Turnpike
Bluemont, VA 20135

8. Further Assurances. The parties hereto shall take all reasonable and lawful action, at their own expense, as may be necessary or appropriate, to cause the intent of this Assignment to be carried out, including, without limitation, entering into amendments to the Agreement and notifying other parties thereto of such assignment and assumption.
9. Successors and Assigns. This Assignment shall be binding upon the parties hereto, and their respective successors and assigns. The terms and conditions of this Assignment shall survive the consummation of the transfers provided for herein.
10. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Texas, without giving effect to conflicts of law principles.
11. Amendment. This Assignment may not be modified or amended except by a writing executed by the parties hereto.
12. Severability. The provisions of this Assignment are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.
13. Counterparts; Facsimile Signatures. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. A facsimile of this Assignment or any portion thereof, including the signature page of any party, shall be deemed an original for all purposes.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment, Assumption and Amendment of Grant Agreement and Consent to be effective as of the Effective Date.

ASSIGNOR:

EAGLE OAK RETREAT FOUNDATION

By: _____

Name: _____

Title: _____

ASSIGNEE:

BOULDER CREST FOUNDATION

By: _____

Name: _____

Title: _____

COUNTY:

ELLIS COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Attest: _____

County Clerk

EXHIBIT A

GRANT AGREEMENT

[A copy of the Grant Agreement is attached to this cover page.]

ELLIS COUNTY

**AMERICAN RESCUE PLAN ACT (ARPA)
COMMUNITY GRANT AGREEMENT
(Subrecipient)**

This American Rescue Plan Act (ARPA) Community Grant Agreement (“Agreement”) is entered into by and between Ellis County, Texas (the “County”) and **Eagle Oak Retreat Foundation**, located in Ellis County, Texas (the “Grant Recipient”) to address the public health and/or negative economic impacts of the Coronavirus pandemic (“COVID-19”).

ELLIS COUNTY
ARPA COMMUNITY GRANT PROGRAM

1. **Federal Award.** The County received approximately \$35,900,284 from the US Treasury (“Treasury”) through the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”), established under the American Rescue Plan Act of 2021 (Public Law 117-2) (“ARPA”).
2. **County Authority.** The Ellis County, Texas Commissioners Court, approved **Minute Order 259.23 on May 16, 2023** [under Chapter 81 of the Local Government Code], lawfully establishing a COVID-19 community grant funding program, *ARPA Community Grant Program* (“Grant Program”) to expend its federally awarded funds. The use of these funds to address the public health and/or negative economic impacts in the wake of COVID-19 is a legitimate and lawful use of the Grant Funds.
3. **Economic Hardship Caused by COVID-19.** Due to the measures taken to prevent the spread of COVID-19, many small businesses, non-profits, and governmental entities in the County have suffered and continue to suffer losses that threaten their well-being. A public need exists to financially assist these entities, and in particular, the jobs and services that they provide to so many Ellis County citizens.
4. **Program Rules.** The Grant Program allows for grants to qualified entities based on need, proposed eligible use of funds, hardship following the COVID-19 pandemic, and availability of funds.

GRANT

5. **Amount.** Subject to the terms and conditions of this Agreement, the County agrees to grant and issue a payment (whether in one or more reimbursable installments) to the Grant Recipient up to the sum of **\$391,075** (“Grant Funds”).
6. **Payment.** Payment will be made by the County by check and mailed to the address provided in your application.

7. **Separate Bank Account.** Reimbursed funds are not required to be segregated, but for any Grant Funds received as **an advance in lieu of a reimbursement,** the Grant Recipient agrees to deposit the Grant Funds into a separate, segregated business account created solely for holding and disbursing the Grant Funds. The Grant Funds cannot be commingled with any other funds or in any other accounts of the Grant Recipient.
8. **Subrecipient Status.** Based on your proposed use of Grant Funds, you will be categorized as a **Subrecipient** under the SLFRF Final Rule and 2 CFR 200.332.¹

USE OF GRANT FUNDS

9. **Eligible Expenditures.** The Grant Recipient's intended use of Grant Funds, as outlined in its application, should be eligible under the following Eligible Expenditure Categories cited in Appendix 1 of the ARPA Compliance and Reporting Guidance, last updated September 20, 2023 ("Eligible Expenditures"):
 - a. **1.12: Mental Health Services**

Exhibit A attached hereto and incorporated herein details specific eligible uses of Grant Funds pursuant to the above Eligible Expenditure Categories, and the Grant Recipient agrees to only use Grant Funds for such eligible expenditures.
10. **Ineligible Expenditures.** Grant Funds may not be used for purposes outside of the Eligible Expenditure Categories referenced in Section 9 above. Uses that are unrelated to such categories will be deemed ineligible by the County ("Ineligible Expenditures").
11. **Noncompliance.** Any Grant Funds spent on an Ineligible Expenditure are subject to "claw back" or recoupment by the County, including attorneys' fees and costs, as well as other reasonable expenses. The Grant Recipient may also be subject to additional conditions and/or penalties imposed by Treasury and the County (as a pass-through entity) under 2 CFR Sections 200.339 and 200.208.
12. **Return of Unused Grant Funds by Grant Recipient.**
 - a. **Obligating Funds.** Any Grant Funds not formally obligated by the Grant Recipient (i.e., allocated pursuant to a contract for services or other binding means) before **November 30, 2024**, must be returned to the County not later than **December 31, 2024**.
 - b. **Expending Funds.** Any Grant Funds properly and timely obligated pursuant to Section 12(a) above, which will not be expended by the Grant Recipient before **October 31, 2026**, must be returned to the County not later than **November 30, 2026**.

¹ A copy of all applicable rules and regulations will be provided by the County upon request.

INSTALLMENT PROCEDURE FOR GRANT FUNDS

13. Grant Installments.

- a. Installment requests may be made by the Grant Recipient to the County until **October 31, 2026.**
- b. The Grant Recipient will receive each grant installment within forty-five (45) days following submission by the grant recipient of sufficient documentation to the County (sufficiency to be determined by the County in its sole discretion), which substantiates its installment request as an Eligible Expenditure. Grant Recipient shall submit the following to the County:
 - i. all receipts, records, paid invoices, and any other documents substantiating the costs to be reimbursed were eligibly expended; and
 - ii. a Compliance Certificate certifying that such funds were eligibly expended in accordance with this Agreement.

RESPONSIBILITIES

14. The responsibilities of the Grant Recipient are:

- a. to sign and date this Agreement and the Acknowledgment by Responsible Party, and return such documents to the County by **March 15, 2024**;
- b. to comply with all terms and conditions of the SLFRF and ARPA;
- c. to deposit any Grant Funds received as an advance, in lieu of reimbursement, into a separate, segregated business account created solely for holding and disbursing the Grant Funds (as described in Section 7);
- d. to use the Grant Funds in compliance with the noted eligible expenditure categories listed in Section 9;
- e. to promptly return any unobligated or unused Grant Funds to the County in accordance with Section 12;
- f. to maintain proper and adequate records of its own expenses, and supporting documentation of the expenditures, and to provide copies of, or access to such records and supporting documentation, as requested by the County;
- g. to adhere to the grant installment procedures detailed in Section 13;

- h. to provide information requested by the County from time to time to ensure compliance with 2 CFR 200.332, including the information requested in **Exhibit B** attached hereto;
- i. to fully cooperate with the County in adhering to the provisions of 2 CFR 200.332 (Requirements for pass-through entities) and any other provisions relating to ARPA; and
- j. to understand and comply with the requirements of 2 CFR Part 200 Subpart F relating to single audits and program-specific audits, if applicable.

REPRESENTATIONS

15. You hereby affirm the following representations:

- a. The Grant Recipient has no outstanding Ellis County tax liens or judgments;
- b. The Grant Recipient reaffirms the truthfulness and accuracy of all information contained in its application for Grant Funds;
- c. The Responsible Party of the Grant Recipient represents that he/she is authorized to execute the required documents on behalf of the Grant Recipient, and to do any and all things necessary on behalf of the Grant Recipient as required by this Agreement, and all other applicable laws and regulations concerning the Grant Award;
- d. The Responsible Party of the Grant Recipient reaffirms his/her agreement to subject the Grant Recipient to one or more compliance audits if determined by the County to be necessary to confirm that the proceeds were spent on one or more Eligible Uses.

REMEDIES

16. **Indemnity.** To the extent allowable by law, the Grant Recipient shall defend, indemnify, and hold harmless the County and its officers, commissioners, employees, volunteers, attorneys, and agents, from any and all costs and expenses, damages, liabilities, demands, causes of action, suits, charges, or legal or administrative proceedings, claims and losses, including, without limitation, attorneys' fees and costs, caused by or arising out of any act or omission of the Grant Recipient relating to the terms of this Agreement, including but not limited to the use of any Grant Funds for any Ineligible Expenditures.

17. **Recoupment.** If the County determines, in its sole discretion, that Grant Funds were used for ineligible purposes, the County shall be entitled to seek reimbursement of all amounts used deemed Ineligible Expenditures, in addition to all reasonable fees and costs, both direct and indirect, from the Responsible Party as well as the Grant Recipient. If such determination is

made, then the Grant Recipient shall immediately reimburse the County in an amount equal to the amount of the Ineligible Expenditure. The Grant Recipient shall have thirty (30) days from the receipt of the County's written determination of an Ineligible Expenditure to reimburse the County for such expenses.

18. **Waiver.** By accepting these terms and conditions, to the extent allowable by law, the Grant Recipient waives any and all legal rights or potential claims against the County and any governmental official associated with the grant program that is the subject of this Agreement.
19. **Responsible Party.** The responsible party of the Grant Recipient ("Responsible Party") agrees and acknowledges that it shall have the reimbursement obligations as set forth in Section 17. *See Acknowledgement of Responsible Person.*

OTHER

20. **Legal.** Grant Recipient agrees that nothing contained herein constitutes or can be construed as legal, tax or business advice.
21. **Tax.** The Grant Recipient will receive an Internal Revenue Service Form 1099 from the County relating to the grant award. This does not necessarily mean that the grant to the Grant Recipient is or is not subject to US federal income tax; the County is unable to opine or offer advice related to tax matters. Grant Recipient may be required to report all or a portion of the Grant Funds as income on its income tax return. It is the responsibility of the Grant Recipient to determine whether the Grant Funds are taxable and whether the business must report any amount on the appropriate income tax return.
22. **Law and Venue.** The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Venue for any action or claim arising out of this Agreement shall be Ellis County, Texas. TEX. CIV. PRAC. & REM. CODE §15.015. Therefore, any action shall be brought in a state District Court in Ellis County, Texas.
23. **No Assignment.** The Grant Recipient may not assign this Agreement.
24. **Entire Agreement.** This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.
25. **Amendment.** Any Amendment of this Agreement must be by written instrument dated and signed by both parties.
26. **Severability.** No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

27. **Survival.** All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to payment, agreement purpose, and confidentiality shall survive the expiration or termination of this Agreement.
28. **Disclaimer.** Nothing contained herein should be considered legal advice or relied upon by the Grant Recipient.
29. **Public Records.** Ellis County is a governmental body subject to the Texas Public Information Act. Any information submitted to Ellis County relating to the grant application or any related matter may be subject to this Act and subject to public release. Ellis County has no intention or requirement to release confidential information, such as tax or banking data, unless required to do so by law or legal process.
30. **Signature Authority.** The signatories hereto represent to each other that they have the full right, power, and authority and have been given any approvals necessary to enter into this Agreement to bind the respective parties for which they sign, and to perform their obligations hereunder, and that the consent of no other parties is needed to fully effectuate this Agreement.
31. **County Special Provisions.** **Exhibit C** shall be incorporated herein by reference.

EXHIBITS

32. This is a list of attachments included with this Agreement and incorporated herein, as appropriate:
 1. **EXHIBIT A:** Eligible Expenditure Category Description;
 2. **EXHIBIT B:** Requested Information pursuant to 2 CFR 200.332(a)(1); and
 3. **EXHIBIT C:** County Special Provisions

[Signature pages to follow]

ELLIS COUNTY, TEXAS

By: *Toad Little*
Toad Little, County Judge

March 1, 2024
Date

Attest:
Huguo Valley
County Clerk



EAGLE OAK RETREAT FOUNDATION

By: Lillian M. Watanabe
Responsible Party

Lillian M. Watanabe
Printed Name

President
Printed Title

3/1/2024
Date

EXHIBIT A
Eligibility Expenditure Category Description

Category 1.12: Mental Health Services

Reasoning: the public health emergency, necessary mitigation measures like social distancing, and the economic downturn have exacerbated mental health and substance use challenges for many Americans.

Example uses include:

- Expansive array of services for prevention, treatment, recovery, and harm reduction for mental health, substance use, and other behavioral health challenges caused or exacerbated by the public health emergency.

Authorized use for the purpose of this award:

- Interior furnishings for Dining Hall, Round Up, and Bunkhouses.

Final Rule Page: 4355

EXHIBIT B

Requested Information pursuant to 2 CFR 200.332(a)(1)

- (i) Subrecipient name (which must match the name associated with its unique entity identifier):
Eagle Oak Retreat Foundation
- (ii) Subrecipient's unique entity identifier:
ZB6VVNCM7MV8
- (iii) Federal Award Identification Number (FAIN):
SLFRP1200
- (iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency:
May 11, 2021
- (v) Subaward Period of Performance Start and End Date:
Start: Upon execution of this contract
End: November 30, 2026
- (vi) Subaward Budget Period Start and End Date:
Start: October 1st
End: September 30th
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient:
\$391,075
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation:
\$391,075
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:
\$391,075

- (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):

Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program authorized by the American Rescue Plan Act

- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Awarding Agency: U.S. Department of the Treasury

Pass-through Entity: Ellis County

Awarding Official: Todd Little
County Judge
(972) 825-5011
countyjudge@co.ellis.tx.us

- (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

AL #: 21.027

Title: Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), SLFRF

Amount: \$350 billion

- (xiii) Identification of whether the award is R&D:

Not R&D

- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414:

10% de minimis

EXHIBIT C
County Special Provisions

This Exhibit is made part of the contract between Eagle Oak Retreat Foundation (the Grant Recipient”), and Ellis County, Texas just as if it were included within the contract itself. To the extent any provision herein conflicts with a provision in the contract, other addendums, or terms, this Addendum, and its terms controls.

- 1. Verifications.** By executing this Agreement, Grant Recipient verifies that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. TEX. GOV'T. CODE 2271.002. By executing this Agreement, Grant Recipient verifies that it is not engaged in business with Iran, Sudan, or any company identified on the list referenced in TEX. GOV'T. CODE §2252.152.
- 2. Open Records.** To the extent, if any, that any provision in this Agreement is in conflict with TEX. GOV'T. CODE §552.001 *et seq.*, as amended (the “*Open Records Act*”), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Ellis County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any data, or any part thereof, or other items or data furnished to Ellis County whether or not the same are available to the public. It is further understood that Ellis County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Ellis County, its officers and employees shall have no liability or obligations to Grant Recipient for the disclosure to the public, or to any person or persons, of any date, or a part thereof, or other items or data furnished to Ellis County by Grant Recipient in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.
- 3. Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, Ellis County cannot enter into an Agreement whereby Ellis County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to the County indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted. Article XI §7; Tex. Att’y Gen. Op. DM-467; Tex. Att’y Gen. Op. GA-0176.
- 4. Relationship of Parties.** Nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency, or joint venture.
- 5. Governmental Immunity.** This Agreement is expressly made subject to Ellis County’s Sovereign Immunity, Title 5 – Governmental Liability of the TEXAS CIVIL PRACTICE AND REMEDIES CODE. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Ellis County, Texas.

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 10/21/24 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Jana Onyon

PHONE: 972-825-5195 FAX: _____

DEPARTMENT OR ASSOCIATION: Election Department

ADDRESS: 204 E Jefferson St Wax

PREFERRED DATE TO BE PLACED ON AGENDA: 10/29/2024

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

Discussion, consideration, and action to approve the appointment of the amended listing of presiding, alternate judges and central counting station personnel for the upcoming two year term (September 1, 2024 through August 31, 2026), as submitted by the Republican and Democratic Parties. – Jana Onyon, Election Administrator

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 10/22/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Staci Parr

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

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 10/29/2024

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

****Administrative Agenda****

Discussion, Consideration and Approval for the County Judge to sign the Resolution for the FY2025 Texas Indigent Defense Commission Formula Grant.



**A Resolution by Ellis County Judge Todd Little
Authorizing the FY25 Texas Indigent Defense Commission Formula Grant Application**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and the Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, the Ellis County Commissioners' Court has agreed that in the event of loss or misuse of the funds, Ellis County assures that the funds will be returned in full to the Texas Indigent Defense Commission; and

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the County Judge of this county as designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

SIGNED AND ADOPTED the 29th day of October, 2024.

Todd Little, Ellis County Judge

Staci Parr, Ellis County Auditor

Attest: Krystal Valdez, County Clerk



TEXAS INDIGENT DEFENSE COMMISSION

209 West 14th Street, Suite 202 Price Daniel, Sr. Building,
Austin, Texas 78701
512-936-6994
www.tidc.texas.gov

FY2025 Formula Grant Program Request for Applications (RFA)

Issued September 2024

Formula Grant Program Overview

The Texas Indigent Defense Commission (Commission) provides financial and technical support to counties to develop and maintain quality, cost-effective indigent defense systems that meet the needs of local communities and the requirements of the Constitution and state law. Formula Grants are awarded to eligible Texas counties to help counties meet constitutional and statutory requirements for indigent defense and to promote compliance with standards adopted by the Commission.

Application Due Date

Formula grant applications for Fiscal Year 2025 must be submitted on-line **by Friday, November 15, 2024**. The grant period is October 1, 2024 through September 30, 2025.

Total FY 2025 Formula Grant Amount Budgeted: \$17 million

Eligibility for Formula Grants

Only Texas counties may apply. Counties must meet the following requirements:

- 1) Indigent Defense Expenditure Report** — All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2024 may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.
- 2) Indigent Defense Plan Requirements** — The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans are due November 1, 2023. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.

- 3) **Compliance with Monitoring Reports** — A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.
- 4) **Office of Court Administration Reporting Requirements** — The applicants' county and district clerks must be in compliance with monthly reporting requirements listed below.
 - a) Texas Judicial Council Monthly Court Activity Reports required by Texas Administrative Code Chapter 171 and Texas Government Code §71.035; and
 - b) Appointments and Fees Monthly Reports required under Chapter 36, Texas Government Code.

Reports for September 2023 through August 2024 are due not later than September 30, 2024 and must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause.

How Formula Grants are Calculated

Every county is eligible to receive a grant of \$15,000 plus its share of the remaining funds budgeted by the Commission for the Formula Grant Program calculated by:

- 50 percent on the County's percent of state population; and
- 50 percent on the County's percent of statewide direct indigent defense expenditures for the previous year (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements below do not apply to counties with a 2000 Census population of less than 10,000.

The County shall not receive more in Formula Grant funds than what was actually spent by the county in the prior year.

Baseline — The baseline is the minimum amount counties must spend in indigent defense before they qualify for formula grants. To meet the requirements under Texas Government Code §79.037(d), the Commission has adopted as an expenditure baseline based on each county's FY01 indigent defense expenditures. Attorney fees, investigator expenses, expert witness expenses, and other litigation expenses paid by the county on behalf of indigent criminal defendants / juvenile respondents are allowable expenses. This information remains a static baseline. The baseline requirement does not apply to counties with a 2000 Census population of less than 10,000.

How to Apply for Formula Grant

Applications are submitted online at <http://tidc.tamu.edu>. All county judges have been assigned a unique username and password. The application requires a commissioner's court resolution to be scanned and e-mailed or uploaded on the application page of the website. The resolution is generated by the on-line system and must be printed from the on-line application page.

If a person other than the recipient of this letter needs to obtain a username and password for the online application system, contact the Public Policy Research Institute (PPRI) at Texas A&M University. PPRI manages the collection, storage and retrieval of data for the Commission. County officials may contact PPRI through e-mail, (indigentdefense@ppri.tamu.edu) or phone (979) 845-6754. PPRI will not provide usernames and passwords over the phone. Individuals using personal e-mail accounts may be asked to provide additional information.

Application Steps

- a. Go to the TIDC Grants and Reporting website (hosted by PPRI) at <https://tidc.tamu.edu>.
 - b. Sign in and enter the User ID and Password or contact PPRI (Follow on-line page instructions).
 - c. Select "FY2025" and your county in the upper left part of the screen.
 - d. Select "Apply for Formula Grant" from the column on the left side of the screen.
 - e. Review the eligibility requirements. The screen will display the County's compliance status regarding indigent defense plans. Counties that have outstanding requirements will not be able to receive funds until they meet all grant program eligibility requirements. If indigent defense plans are not marked "Complete" counties should still submit the application and then contact the Commission for instructions to resolve plan compliance issues.
 - f. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301.
 - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official.
 - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.
- Use the "**Change**" button make changes as needed to officials or contact information.
- g. Click the "**Submit**" button at the bottom of the screen. You should be taken to a confirmation page at that point.
 - h. Maintain confirmation – When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner's court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**
 - i. Select the "Resolution" link in the confirmation page to create your county's resolution form.
 - j. Print or download resolution. The system will allow the user to download a resolution as a Microsoft Word document or provide an opportunity to print the document. Please use the resolution printed from the website. The resolution must be adopted by the commissioners court.
 - k. Please scan the resolution adopted by commissioners court and then upload it in the application page of the website **on or before Friday, November 15, 2024**. Alternatively, you may email the resolution to Grants@tidc.texas.gov.

Contact Doriana Torres, Grants Administrator, Grants@tidc.texas.gov or 512-936-6994 for questions.

Notice of Funding

- **Statement of Grant Award** — Statements of Grant Awards will be prepared as authorized by the Commission. These may include special conditions. The e-mail with the attached Statements of Grant Award will be directed to the official designated in the resolution adopted by the commissioners' court. The County will have thirty days to notify the grant administrator of errors or cancelation after receipt of the award.
- **Special Conditions** — The Commission may determine special conditions or authorize staff to apply the conditions on criteria set by the Commission (TAC 173.201). The Commission may develop special conditions that relate to expenditures, compliance with statutory requirements or standards adopted by the Commission.
- **Denial of Grant** — Counties not completing the grant application process or those not meeting minimum eligibility requirements will be notified by mail within 30 days following the Commission award meeting.

Use of Funds

Funds must be used to improve indigent defense systems. Attorney fees, investigator expenses, expert witness expenses, and other direct litigation costs that a county spends on behalf of a criminal defendant or juvenile respondent in a criminal matter that has been determined by a court of competent jurisdiction to be indigent are allowable expenses. All funds must be spent in compliance with the following: Texas Administrative Code, Title 1 Administration, Part 8 Texas Judicial Council, Chapter 173 Indigent Defense Grants; and Texas Uniform Grant Management Standards.

Payments

Formula Grant awards over \$25,000 will generally be distributed in four (4) equal quarterly disbursements. Awards less than \$25,000 will be disbursed in a single payment instead of quarterly payments. The award letter will notify the county of the number of payments.

Counties must have met all eligibility, spending, and grant condition requirements before receiving payments. Payments will be made quarterly for most counties. Some counties may have special conditions related to meeting minimum spending requirements. These counties will receive funds only after a supplemental expenditure report establishes that they have spent the predetermined minimum amount stated in the special condition.

No payment shall be made from grant funds to a county until all special conditions have been met unless the special condition adopted by the Commission provides an alternative payment schedule or instructions for payment. Commission staff shall maintain documentation through electronic/paper files or correspondence to the county stating how the special condition was met.

Maintain contact information

All counties must maintain the grant and plan officials contact information on counties' web page set up at <http://tidc.tamu.edu>. Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local administrative statutory county judge, chairman of the juvenile board and constitutional county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. The Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.

Impact of Multi-year Improvement Regional or Sustainability Grants

Counties that receive Improvement Grants from the Commission are encouraged to continue to apply for the Formula Grant. Such counties may use their formula grant payments to maintain the Improvement Grant program.

Notification of Availability

This FY25 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is sent to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer).

Authorization to Fund, Applicable Authority and Rules

Texas Government Code Sec. 79.037. TECHNICAL SUPPORT; GRANTS.

- (a) The commission shall:
 - (1) provide technical support to:
 - (A) assist counties in improving their indigent defense systems; and
 - (B) promote compliance by counties with the requirements of state law relating to indigent defense;
 - (2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and
 - (3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:
 - (A) withdrawing grant funds; or
 - (B) requiring reimbursement of grant funds by the county.
- (b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.
- (c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.
- (d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

Texas Administrative Code Chapter 173

Texas Grant Management Standards (TxGMS)