

COMMISSIONERS COURT AGENDA REQUEST

A2

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

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

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

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

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

Please fill out this form completely:

DATE: October 31, 2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Krystal Valdez

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: November 10, 2025

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

1. Approval of Commissioner's Court regular meeting minutes from October 28, 2025.

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – OCTOBER 28, 2025

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, OCTOBER 28, 2025, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2ND FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

MEMBERS PRESENT:

COUNTY CLERK: KRYSTAL VALDEZ

COUNTY JUDGE JOHN WRAY

COMMISSIONERS:

PRECINCT 1 COMMISSIONER RANDY STINSON

PRECINCT 2 COMMISSIONER LANE GRAYSON

PRECINCT 3 COMMISSIONER LOUIS PONDER

PRECINCT 4 COMMISSIONER KYLE BUTLER

OPENING COURT:

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

INVOCATION AND PLEDGE OF ALLEGIANCE: *COUNTY COMMISSIONER PRECINCT 1 RANDY STINSON*

RECOGNITIONS

- R.1 PROCLAMATION RECOGNIZING NOVEMBER 7TH, 2025 AS ADOPTION DAY IN ELLIS COUNTY.
- R.2 PROCLAMATION IN SUPPORT OF, AND PARTICIPATION IN OPERATION GREEN LIGHT INITIATIVE FOR VETERANS IN ELLIS COUNTY.
- R.3 PROCLAMATION FOR REBECCA PERRY AS 1ST PLACE WINNER OF 20TH ANNUAL CATHOLIC FOUNDATION ART OF THE PLAZA COMPETITION WITH 'EXPRESSION OF HARMONY'.

CONSENT AGENDA: MINUTE ORDER 451.25

ADMINISTRATIVE:

- A.1 APPROVING OF REGULAR BILLS, PAYROLL, AND OFFICERS' REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.2 APPROVING THE COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM OCTOBER 14TH, 2025. - *COUNTY CLERK KRYSTAL VALDEZ*
- A.3 ACCEPTING OF THE 3RD QUARTER 2025 INVESTMENT REPORT, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §2256.023. - *COUNTY TREASURER CHERYL CHAMBERS*
- A.4 ACCEPTING OF THE TREASURER'S MONTHLY REPORT FOR SEPTEMBER 2025, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.026. - *COUNTY TREASURER CHERYL CHAMBERS*
- A.5 APPROVING OF THE ANNUAL UPDATE TO THE ELLIS COUNTY INVESTMENT POLICY, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §2256.005(E). - *COUNTY TREASURER CHERYL CHAMBERS*
- A.6 ACCEPTING OF THE 4TH QUARTER CASH COUNT REPORTS FOR FY2025 THAT WERE COMPLETED ON OCTOBER 1ST, 2025, PURSUANT TO TEXAS LGC §115.002. - *COUNTY AUDITOR STACI PARR*

- A.7 ACCEPTING OF THE TABULATED REPORT OF THE COUNTY’S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM AUGUST 20TH, 2025 – SEPTEMBER 30TH, 2025, PURSUANT TO TEXAS LGC §114.024. - COUNTY AUDITOR STACI PARR
- A.8 ACCEPTING OF THE TABULATED REPORT OF THE COUNTY’S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM OCTOBER 1ST, 2025 – OCTOBER 15TH, 2025, PURSUANT TO TEXAS LGC §114.024. - COUNTY AUDITOR STACI PARR
- A.9 ACCEPTING OF THE CONSTABLE, PRECINCT 2 MONTHLY REPORT FOR SEPTEMBER 2025, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – CONSTABLE PRECINCT 2 CASEY BORDERS
- A.10 ACCEPTING OF THE 2025 ANNUAL ASSET FORFEITURE REPORT TO THE STATE ATTORNEY GENERAL OFFICE. – FIRE MARSHAL TIM BIRDWELL
- A.11 APPROVING OF THE RESOLUTION OF SUPPORT FOR MEALS ON WHEELS TO APPLY FOR A GRANT FROM THE TEXAS DEPARTMENT OF AGRICULTURE FOR PROGRAM YEAR 2026. – ELLIS COUNTY JUDGE JOHN WRAY
- A.12 APPROVING OF THE YEARLY CONTRIBUTION TO MEALS ON WHEELS NORTH CENTRAL TEXAS FOR FY2026 IN THE AMOUNT OF \$66,500.00. FUNDING WILL COME FROM THE COMMUNITY SUPPORT BUDGET LINE. – ELLIS COUNTY JUDGE JOHN WRAY
- A.13 APPROVING OF THE FINAL INSTALLATION TO THE 3-YEAR AGREEMENT TO THE ELLIS COUNTY MUSEUM FOR FY2026 IN THE AMOUNT OF \$50,000. FUNDING WILL COME FROM THE COMMUNITY SUPPORT BUDGET LINE. - ELLIS COUNTY JUDGE JOHN WRAY
- A.14 APPROVING OF THE YEARLY CONTRIBUTION TO THE ELLIS COUNTY CHILDREN’S ADVOCACY CENTER FOR FY2026 IN THE AMOUNT OF \$100,000. FUNDING WILL COME FROM THE COMMUNITY SUPPORT BUDGET LINE. - ELLIS COUNTY JUDGE JOHN WRAY
- A.15 APPROVING OF THE COUNTY MATCHING FUNDS FOR THE QUARTERLY CONTRIBUTION TO THE NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY (NTBHA) IN THE AMOUNT OF \$52,139.08. THE TOTAL FY2026 FUNDS WILL BE \$208,556.32 WITH THE FUNDING COMING FROM THE BEHAVIORAL HEALTH DIRECTOR’S CONTRACT SERVICES BUDGET QUARTERLY. – BEHAVIORAL HEALTH DIRECTOR CAITLIN WILKINSON
- A.16 ACCEPTING OF THE RECERTIFICATION OF E.J. HARBIN, PURCHASING AGENT AS A CERTIFIED PUBLIC PROCUREMENT OFFICER (CPPO) BY THE UNIVERSAL PUBLIC PROCUREMENT CERTIFICATION COUNCIL (UPPCC). – PURCHASING AGENT E.J. HARBIN
- A.17 APPROVING TO LEASE A COPIER FOR VETERANS TREATMENT COURT FROM XEROX USING THE OMNIA PARTNERS COOPERATIVE CONTRACT #R191104. IN ACCORDANCE WITH THE COOPERATIVE PURCHASING PROGRAM, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §271. – PURCHASING AGENT E.J. HARBIN
- A.18 APPROVING TO RENEW MICROSOFT OFFICE 365 AND MICROSOFT TEAMS ROOMS LICENSES FOR THE COUNTY OFFICES USING DIR-CPO-5237 WITH SHI GOVERNMENT SOLUTIONS, LLC IN THE AMOUNT OF \$172,659.24. THE RENEWAL TERM IS FOR DECEMBER 1ST, 2025 THROUGH NOVEMBER 30TH, 2026. - PURCHASING AGENT E.J. HARBIN
- A.19 RATIFYING STAFF ACTION OF APPROVAL ON A FINAL PLAT OF ALSDORF ACRES, LOTS 1-4, BLOCK A. THE ± 23.187-ACRE SITE IS LOCATED ± 1,185 FEET SOUTH OF THE INTERSECTION OF ALSDORF ROAD AND WHITEHOUSE ROAD, ENNIS, ROAD AND BRIDGE PRECINCT No. 1. SUBJECT TO THE FOLLOWING CONDITIONS:
1. THE REAR DRAINAGE AND UTILITY EASEMENTS FOR LOTS 2 AND 3 SHOULD BE TWENTY (20) FEET. UPDATE AND LABEL.
 2. LABEL THE FRONT BUILDING LINE FOR LOTS 1, 3, AND 4 ON THE PLAT DRAWING.

3. LABEL THE FRONT 20 FEET FOR DRAINAGE AND UTILITY EASEMENT ON LOTS 1, 2, AND 4 ON THE PLAT DRAWING.
 4. ZONE A OF THE FLOODPLAIN IS MISSING. ENSURE THE SHADED FLOODPLAIN IS SHOWN ON THE PLAT DRAWING.
 5. THE TOTAL CALCULATION ON THE PLAT DRAWING EQUATES TO 1,010,001 SQ FT., WHEREAS THE WRITTEN DESCRIPTION STATES 1,010,002 SQ FT. REVIEW, CONFIRM, AND UPDATE ACCORDINGLY.
- A.20 RATIFYING STAFF ACTION OF APPROVAL ON A FINAL PLAT OF C&T ADDITION, LOT 1. THE ± 5.376-ACRE SITE IS LOCATED ± 2,495 FEET NORTHEAST OF THE INTERSECTION OF WEST STATE HIGHWAY 34 AND FM 985, ENNIS, ROAD AND BRIDGE PRECINCT NO. 2. SUBJECT TO THE FOLLOWING CONDITIONS:
1. ADD ALL DEED CALLS TO THE PLAT DRAWING.
 2. UPDATE THE OVERALL ACREAGE WITHIN THE TITLE BLOCK AND PLAT DRAWING.
 3. CORRECT THE PLAT DRAWING TO LABEL LOT 1, BLOCK A OF LAKE BARDWELL ESTATES.
 4. THE METES AND BOUNDS INDICATE A 1/2" IRF FOR THE SOUTHWEST CORNER OF THE 0.030-ACRE TRACT; HOWEVER, THE POINT IS NOT LABELED ON THE PLAT DRAWING. REVISE ACCORDINGLY.
 5. THE PLAT DRAWING INDICATES A 1/2" IRF FOR THE END OF C1, HOWEVER, THE POINT IS NOT RECOGNIZED WITHIN THE WRITTEN DESCRIPTION. REVISE ACCORDINGLY.
 6. THE METES AND BOUNDS INDICATE A 1/2" IRON ROD FOUND FOR THE BEGINNING OF C2; HOWEVER, THE PLAT DRAWING LABELS A 1/2" IRON ROD SET. REVISE ACCORDINGLY.
 7. UNLESS ADDITIONAL INFORMATION IS TO BE ADDED, REMOVE "CONTROL LINE" FROM THE SOUTHWEST LINE ALONG HIGHWAY 34 ON THE PLAT DRAWING.
 8. REMOVE THE NOTE ON THE PLAT DRAWING THAT STATES, "BUILDING LINE VARIANCE COMMISSIONERS COURT OF ELLIS COUNTY ORDER NO. 238.25." THE ORDER IS ALREADY REFERENCED IN A GENERAL PLAT NOTE.
 9. UPDATE STATE HIGHWAY 34 TO BE WEST STATE HIGHWAY 34 ON THE PLAT DRAWING.
 10. THE RIGHT-OF-WAY DEDICATION ALONG BOZEK LANE IS TO BE FIFTY (50) FEET FROM THE CENTERLINE. PLEASE UPDATE.
 11. SINCE THE PROPERTY FRONTS W SH 34, THE 40-FOOT BUILD LINE ALONG BOZEK LANE CAN BE REMOVED AND THE DRAINAGE AND UTILITY EASEMENT ALONG BOZEK LANE CAN BE UPDATED TO 10 FEET
- A.21 RATIFYING STAFF ACTION OF APPROVAL ON A PRELIMINARY PLAT OF HEIRLOOM, PHASE 2A. THE ± 8.24-ACRE SITE IS LOCATED ± 4,320 FEET SOUTHWEST OF THE INTERSECTION OF EAST FM 875 AND McALPHIN ROAD, IN THE ETJ OF THE CITY OF MIDLOTHIAN, ROAD AND BRIDGE PRECINCT NO. 3. SUBJECT TO THE FOLLOWING CONDITIONS:
1. PROVIDE AN UPDATED METES AND BOUNDS FOR PHASE 2A.
 2. INSERT 2-FOOT CONTOURS ON PRELIMINARY PLAT.
 3. INSERT THE OWNERS' ACKNOWLEDGMENT (CUSTOM LANGUAGE BASED ON OUR SAMPLE PRELIMINARY PLAT).
 4. INSERT THE COUNTY APPROVAL STATEMENT, AS FOUND IN THE ATTACHED SAMPLE PLAT.
 5. INSERT THE FLOODPLAIN STATEMENT, AS FOUND IN THE ATTACHED SAMPLE PLAT.
 6. SHADE IN THE 100-YEAR FLOODPLAIN.
 7. INSERT THE SURVEYOR'S CERTIFICATE, AS FOUND IN THE ATTACHED SAMPLE PLAT.
 8. PROVIDE AN APPROVED STREET NAME FOR STREET AB.
 9. LABEL THE EASEMENT PROVIDING ACCESS FOR LOT 80-X.

10. PROVIDE A LIST OF PROPOSED ROAD NAMES (TO BE RESERVED) FOR HEIRLOOM TO MATCH THE PHASING PLAN.
 11. A VARIANCE REQUEST WILL NEED TO BE SUBMITTED FOR PHASE 2 (IDENTICAL TO THE REQUEST FOR PHASE 1) AT THE TIME OF APPLICATION SUBMITTAL FOR CIVIL PLAN REVIEW FOR THE FOLLOWING ITEMS: UTILITIES PLACED WITHIN THE RIGHT OF WAY, STORM DRAINAGE CRITERIA, MINIMUM RADIUS FOR EDGE OF PAVEMENT AT INTERSECTIONS, AND MANHOLES AT STORM DRAINAGE JUNCTIONS.
 12. REMIT PAYMENT FOR PLAT REVIEW, AS FOUND WITHIN THE ATTACHED INVOICE.
- A.22 RATIFYING STAFF ACTION OF APPROVAL ON A PRELIMINARY PLAT OF JUDY'S ADDITION, LOTS 1-6, BLOCK A. THE ± 20.312-ACRE SITE IS LOCATED ± 1,955 FEET SOUTHWEST OF THE INTERSECTION OF JUDY'S LANE AND MORGAN ROAD, ITALY, ROAD AND BRIDGE PRECINCT NO. 3. SUBJECT TO THE CONDITIONS:
1. REDUCE THE FRONT BUILDING SETBACK LINE TO 25 FEET ALONG JUDY'S LANE.
 2. LABEL THE EXISTING RIGHT-OF-WAY WIDTH FOR HWY. 77. THE REQUIRED RIGHT-OF-WAY DEDICATION FOR HWY. 77 IS 120 FT. OR 60 FT. FROM THE CENTERLINE OF THE ROAD.
 3. THE REPRESENTATIVE'S NAME FOR XE INTERNATIONAL INVESTMENTS MUST BE PRINTED BENEATH THE OWNER'S SIGNATURE LINE ON PAGE 2, AS WELL AS THE CORRESPONDING NOTARY STATEMENT. REVISE ACCORDINGLY.
 4. ADD A NOTE TO THE PLAT STATING THE FOLLOWING: DRIVEWAY ACCESS FOR LOTS 1-4, AND LOT 6 SHALL ONLY BE GRANTED ALONG JUDY'S LANE.
 5. UPDATE THE OWNER'S STATEMENT TO MATCH THE ONE SHOWN ON THE SAMPLE PRELIMINARY PLAT.
 6. THE COUNTY'S GIS DEPARTMENT NOTED THAT THERE MAY BE POSSIBLE ERRORS WITHIN THE METES AND BOUNDS DESCRIPTION. WHEN ATTEMPTING TO MAP THE PROPOSED PLAT, THEY WERE UNABLE TO CAPTURE THE OVERALL SHAPE OF THE PROPERTY AS DEPICTED WITHIN THE PLAT DRAWING. SUBMIT AN UPDATED FILE MEETING THIS REQUEST.
 7. ALL EASEMENTS ARE TO BE LABELED AS BOTH DRAINAGE AND UTILITY EASEMENTS. PLEASE UPDATE ACCORDINGLY.
 8. LOT LINES ARE TO BE SOLID. PLEASE UPDATE.
 9. ADD A GENERAL PLAT NOTE STATING: THE ELLIS COUNTY COMMISSIONERS' COURT GRANTED A VARIANCE FROM THE COUNTY'S MINIMUM PAVED PUBLIC ROAD FRONTAGE REQUIREMENT FOR PARCEL ID No. 199875 ON JULY 22, 2025 - MINUTE ORDER No. 346.25.
- A.23 APPROVING OF THE DEPARTMENT OF DEVELOPMENT'S (DOD) MONTHLY FINANCIAL REPORT FOR SEPTEMBER 2025, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. - *DEPARTMENT OF DEVELOPMENT DIRECTOR ALBERTO MARES*

FINANCIAL CONSENT:

- F.1 FY2025 LINE-ITEM TRANSFER – *COUNTY COMMISSIONER PRECINCT 2 LANE GRAYSON*
 DECREASE 004-0652-508070 (RB2 OPERATING EXPENDITURES) BY \$1,100.00
 INCREASE 004-0652-505560 (RB2 UNEMPLOYMENT FEES) BY \$700.00
 INCREASE 004-0652-507010 (RB2 UTILITIES) BY \$400.00
- F.2 FY2025 LINE-ITEM TRANSFER – *COUNTY COMMISSIONER PRECINCT 2 LANE GRAYSON*
 DECREASE 010-0653-508020 (FM2 EQUIPMENT) BY \$81,000.00
 INCREASE 010-0653-508680 (FM2 CONTRACT SERVICES) BY \$75,000.00
 INCREASE 010-0653-509620 (FM2 LUBRICANT) BY \$6,000.00
- F.3 FY2025 LINE-ITEM TRANSFER – *DISTRICT CLERK MELANIE REED*
 DECREASE 001-0310-508350 (TRAINING) BY \$600.00

INCREASE 001-0310-508010 (SUPPLIES) BY \$600.00

- F.4 FY2025 LINE-ITEM TRANSFER – COUNTY COURT AT LAW 3 JUDGE JOE GALLO
DECREASE 001-0387-508010 (SUPPLIES) BY \$87.00
INCREASE 001-0387-508420 (JUDGES CONFERENCE) BY \$87.00
- F.5 FY2025 LINE-ITEM TRANSFER – COUNTY COURT AT LAW 3 JUDGE JOE GALLO
DECREASE 001-0387-508010 (SUPPLIES) BY \$149.00
INCREASE 001-0387-506010 (MILEAGE REIMBURSEMENT) BY \$149.00
- F.6 FY2025 LINE-ITEM TRANSFER – COUNTY COURT AT LAW 3 JUDGE JOE GALLO
DECREASE 001-0387-508010 (SUPPLIES) BY \$459.00
INCREASE 001-0387-508350 (STAFF TRAINING/CONFERENCE) BY \$459.00
- F.7 FY2026 LINE-ITEM TRANSFER – HUMAN RESOURCES DIRECTOR SHARON MANCILLA
DECREASE 001-0425-508680 (CONTRACT SERVICES) BY \$1,205.00
INCREASE 001-0425-508880 (COMPUTER SOFTWARE) BY \$1,205.00

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

REGULAR AGENDA

DEPARTMENT OF DEVELOPMENT:

MINUTE ORDER 452.25 (1.1) APPROVING A VARIANCE REQUEST FOR PARCEL ID No. 168612 (211 COFFEE ROAD) FROM VOLUME I, SECTION IV (A) OF THE SUBDIVISION AND DEVELOPMENT REGULATIONS, REGARDING THE MINIMUM PUBLIC ROAD FRONTAGE REQUIREMENTS. THE ± 1.37-ACRE SITE IS LOCATED ± 880 FEET NORTH OF THE INTERSECTION OF COFFEE ROAD AND WEST JEFFERSON STREET, IN THE ETJ OF THE CITY OF PALMER, ROAD AND BRIDGE PRECINCT No. 1. SUBJECT TO THE FOLLOWING CONDITIONS:

1. THE PROPERTY OWNER OR APPLICANT SHALL SUBMIT A REPLAT IDENTICAL TO THE SURVEY PROVIDED FOR THE PROPERTY.
2. NO FURTHER SUBDIVISION OF THIS PROPERTY SHALL OCCUR UNTIL IT CAN MEET THE SUBDIVISION REQUIREMENTS IN EFFECT AT THAT TIME.
3. APPROVAL OF THIS VARIANCE REQUEST DOES NOT EXTEND TO MULTI-TENANT, MULTI-UNIT, OR ANY OTHER COMMERCIAL STRUCTURES OR BUSINESSES WITHOUT MEETING THE REQUIREMENTS IN EFFECT AT THAT TIME.

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

MINUTE ORDER 453.25 (1.2) APPROVING A REPLAT OF GRANDVIEW ESTATES, LOTS 19A & 19B. THE ± 12.545-ACRE SITE IS LOCATED ± 3,535 FEET SOUTHEAST OF THE INTERSECTION OF MACH ROAD AND WALKER CREEK ROAD, ENNIS, ROAD AND BRIDGE PRECINCT No. 2.

1. THERE IS A CONCERN ABOUT THE EXISTING STRUCTURE AND RECENTLY PERMITTED STRUCTURE IN RELATION TO THE NEW SETBACKS. PROVIDE AN EXHIBIT WITH MEASUREMENTS OF THE TWO STRUCTURES IN RELATION TO THE SETBACKS FOR REVIEW. CONFIRMATION THAT DEVELOPMENT DOES NOT ENCROACH ON THE PROPOSED SETBACKS IS REQUIRED PRIOR TO FILING OF THE PLAT. THE MOVEMENT OF LOT LINES MAY BE

NEEDED TO COMPLY WITH THE REGULATIONS. ADDITIONALLY, OSSF MUST BE OUTSIDE OF THE PROPOSED SETBACKS.

2. THE PROPOSED LOT LINE APPEARS TO TRAVERSE AN EXISTING DRIVEWAY. PLEASE CONFIRM HOW LOTS 19A AND 19B ARE TO BE ACCESSED FROM MACH ROAD. AN ACCESS EASEMENT MAY BE REQUIRED; IF SO, UPDATE THE PLAT ACCORDINGLY.
3. UPDATE THE PLAT NAME. "LOT 19 – GRANDVIEW ESTATES" CAN BE MISLEADING, CONSIDERING THIS IS A REPLAT AND THE NEW LOTS WILL BE KNOWN AS 19A & 19B.
4. THE WRITTEN DESCRIPTION REGARDING THE ½ INCH IRF FOR THE WESTERLY CORNER OF SAID LOT 17 WOULD APPEAR TO BE THE SOUTHWESTERLY CORNER OF SAID LOT 17 RATHER. REVIEW, CONFIRM, AND REVISE ACCORDINGLY.
5. THE WRITTEN DESCRIPTION FOR THE ½ INCH IRS FOR THE WESTERLY CORNER OF SAID LOT 15 WOULD APPEAR TO BE THE SOUTHWESTERLY CORNER OF SAID LOT 15 RATHER. REVIEW, CONFIRM, AND REVISE ACCORDINGLY.
6. THE WRITTEN DESCRIPTION: "A DISTANCE OF 61.11 FEET, THE NORTHWEST CORNER OF SAID LOT 4 AND THE NORTHEAST CORNER OF LOT 3" IS NOT LABELED ON THE PLAT DRAWING. REVISE ACCORDINGLY.
7. THE PLAT DRAWING DOES NOT LABEL THE WRITTEN DESCRIPTION REGARDING THE "½ INCH IRF FOR THE NORTHWEST CORNER OF SAID LOT 3 BEARS NORTH 67 DEGREES 52 MINUTES 57 SECONDS WEST, A DISTANCE OF 32.42 FEET FOR WITNESS." REVISE ACCORDINGLY.
8. ON THE PLAT DRAWING, LABEL THE DISTANCES BETWEEN THE MARKERS WITHIN THE RIGHT-OF-WAY DEDICATION, TO INDICATE THE DISTANCE BEING DEDICATED BOTH ON THE NORTHWEST AND NORTHEAST SIDES OF THE PROPERTY.
9. LABEL THE FRONT UTILITY AND DRAINAGE EASEMENT FOR LOT 19B.
10. UPDATE THE FRONT BUILD LINE TO BE TWENTY-FIVE (25) FEET.
11. LABEL THE ACREAGE OUTSIDE OF THE FLOODPLAIN FOR LOT 19A.
12. THE RECORDING INFORMATION FOR THE ADJACENT PROPERTY OWNED BY ROBERT & LOTTIE PERCIVAL (VOLUME 1158, PAGE 70) IS FOR LOT 19 OF GRANDVIEW ESTATES RATHER THAN LOT 20. PLEASE UPDATE.
13. THE ORIGINAL SUBDIVISION NAME APPEARS TO BE RECORDED AS GRAND VIEW ESTATES, VERSUS GRANDVIEW ESTATES. REVIEW, CONFIRM, AND UPDATE ACCORDINGLY.
14. REVIEW AND CONFIRM MEASUREMENT 860.51' ALONG THE SOUTHWEST LINE OF LOT 19A, AND UPDATE ACCORDINGLY.

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

MINUTE ORDER 454.25 (1.3) APPROVING A VARIANCE REQUEST TO VOLUME I, SECTION IV (A) OF THE SUBDIVISION AND DEVELOPMENT REGULATIONS, REGARDING THE MINIMUM LOT SIZE REQUIREMENTS, AND SEPTIC REGULATIONS (ORDER NO. 134.24) FOR PARCEL ID NOS. 192324, 192358. THIS ± 0.73-ACRE SITE IS LOCATED ± 165 FEET WEST OF THE INTERSECTION OF SARDIS ROAD AND US HIGHWAY 287 BYPASS SERVICE ROAD, MIDLOTHIAN, ROAD AND BRIDGE PRECINCT No. 4. SUBJECT TO THE FOLLOWING CONDITIONS:

1. THE PROPERTY OWNER OR APPLICANT SHALL SUBMIT A PLAT IDENTICAL TO THE SURVEY PLAT PROVIDED FOR THE PROPERTY.

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

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

PURCHASING:

MINUTE ORDER 455.25 (2.1) APPROVING THE PURCHASE OF A 2026 MACK ANTHEM 42R TRUCK FROM BRUCKNER'S TRUCK AND EQUIPMENT USING HGAC CONTRACT #HT06-20 IN AN AMOUNT OF \$164,520.00 FOR ROAD AND BRIDGE PRECINCT 4 WITH 80% BEING REIMBURSED THROUGH THE TERP GRANT PROGRAM.

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

MINUTE ORDER 456.25 (2.2) APPROVING TO DECLARE THE LISTED ITEMS AS SURPLUS TO BE DISPOSED OF IN ACCORDANCE WITH THE TEXAS LGC §263:

1. R&B #4: 1992 INTERNATIONAL TRUCK 454 WITH VIN 1HSHBN2N3NH450034
2. SHERIFF'S OFFICE: 2020 CHEVROLET TAHOE WITH VIN 1GNLCDEC4LR240268

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

ADMINISTRATIVE:

NO ACTION (3.1) DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION TO ENACT A BURN BAN ORDER FOR ELLIS COUNTY, EFFECTIVE IMMEDIATELY. – *FIRE MARSHAL TIM BIRDWELL*

MINUTE ORDER 457.25 (3.2) AUTHORIZING THE NECESSARY POSTING AND PUBLIC NOTICE FOR THE REQUEST OF ADDING STOP SIGNS WHERE CHARLES AVENUE, CECILIA AVENUE, BREEZY HILL STREET, LEWIS AVENUE, AND RUBY AVENUE INTERSECT WITH SKYLINE DRIVE AND DAWSON DRIVE, ROAD AND BRIDGE PRECINCT 4. REQUEST TO SET THE PUBLIC HEARING DATE AS NOVEMBER 25TH, 2025 PER THE TEXAS TRANSPORTATION CODE §251.152. – *COUNTY ENGINEER ZACH GERICH*

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

PUBLIC HEARING (2:35 P.M. – 2:44 P.M.)

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

(P.1) PUBLIC HEARING REGARDING THE PROPOSED NEW ELLIS COUNTY TAX ABATEMENT GUIDELINES.

PUBLIC PARTICIPATION: JOHN KNIGHT, CITY OF RED OAK; KYLE KINATEDER, CITY OF MIDLOTHIAN

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

MINUTE ORDER 458.25 (3.3) APPROVING THE NEW ELLIS COUNTY TAX ABATEMENT GUIDELINES AND REPLACE CURRENT GUIDELINES (MO #386.24). – *ELLIS COUNTY JUDGE JOHN WRAY*

MOTION TO TABLE BY COMMISSIONER STINSON, SECONDED BY COMMISSIONER BUTLER, MOTION WITHDRAWN BY COMMISSIONER STINSON

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

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

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

EXECUTIVE SESSION

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

- 4.1 PURSUANT TO TEXAS GOVERNMENT CODE §551.071(1), CONSULTATION WITH LEGAL COUNSEL, BICKERSTAFF HEATH DELGADO ACOSTA, LLP, VIA REMOTE CONFERENCE, REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING TCEQ MATTERS, SPECIFICALLY PENDING TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEMS PERMITS (TPDES) AND PENDING PETITIONS FOR THE CREATION OF MUNICIPAL UTILITY DISTRICTS (MUDs) AND POSSIBLE ALTERNATIVES TO MUD'S.
- 4.2 PURSUANT TO TEXAS GOVERNMENT CODE §551.071 (1), CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING SPRINGSIDE ESTATES, PHASE 2 MAINTENANCE BONDS AND FERRIS RANCH PHASE 2 MAINTENANCE BOND.

ADJOURN EXECUTIVE SESSION AND RECONVENE REGULAR SESSION **3:41 P.M.**

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

ADJOURN REGULAR SESSION **3:41 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 28TH, 2025,
ARE HEREBY APPROVED.

PRESIDING OFFICER:

JOHN WRAY, COUNTY JUDGE

RANDY STINSON, COMMISSIONER, PCT 1

LANE GRAYSON, COMMISSIONER, PCT 2

LOUIS PONDER, COMMISSIONER, PCT 3

KYLE BUTLER, COMMISSIONER, PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 10TH DAY OF NOVEMBER 2025.

KRYSTAL VALDEZ, COUNTY CLERK

COMMISSIONERS COURT AGENDA REQUEST

A3

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

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

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

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

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

Please fill out this form completely:

DATE: 10/20/25 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: John Wray

PHONE: 972.825.5011 FAX: _____

DEPARTMENT OR ASSOCIATION: County Judge office

ADDRESS: 101 West Main St

PREFERRED DATE TO BE PLACED ON AGENDA: 10.28.25

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

Consent Agenda-

Approval of setting ESD board member bond amounts as follows:
Revenue under \$500,000- check signers \$10,000 each
\$500,001 to \$700,000- check signers \$25,000 each
Revenue over \$700,001- check signers \$100,000 each

COMMISSIONERS COURT AGENDA REQUEST

A4

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

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

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

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

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

Please fill out this form completely:

DATE: 10/27/25 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: CASEY CROW

PHONE: 972-825-5333 FAX: _____

DEPARTMENT OR ASSOCIATION: RB Pct. 2

ADDRESS: 1400 S Oak Rd, Ennis, TX 75119

PREFERRED DATE TO BE PLACED ON AGENDA: November 10, 2025

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

24 Interlocals
- City of Garrett
- City of Alma
- Avalon ISD
- Ennis ISD

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF GARRETT**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell City of Garrett goods and/or services.
- B. The City of Garrett (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to CITY.
- D. The terms of this agreement shall be from **FY October 1, 2025 to September 30, 2026.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.

F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2025.

COUNTY OF ELLIS

 John Wray
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF GARRETT


 Signature
 Printed Name: Matt Newsom
 Title: Mayor

Attest:


 City Secretary (Administrator)

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF GARRETT**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell City of Garrett goods and/or services.
- B. The City of Garrett (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to CITY.
- D. The terms of this agreement shall be from **FY October 1, 2025 to September 30, 2026.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved; and,
 - 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
 - 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2025.

COUNTY OF ELLIS

 John Wray
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF GARRETT



 Signature
 Printed Name: Matt Newsom
 Title: Mayer

Attest:



 City Secretary (Administrator)

COMMISSIONERS COURT AGENDA REQUEST

A5

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 Monday of the week preceding Commissioners Court, unless otherwise specified. This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: 10/27/25 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: CASEY CROW

PHONE: 972-825-5333 FAX: _____

DEPARTMENT OR ASSOCIATION: RB Pct. 2

ADDRESS: 1400 S Oak Rd, Ennis, TX 75119

PREFERRED DATE TO BE PLACED ON AGENDA: November 10, 2025

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

34 Interlocals
- City of Garrett
- City of Alma
- Avalon ISD
- Ennis ISD

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF ALMA**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell City of Alma goods and/or services.
- B. The City of Alma (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to CITY.
- D. The terms of this agreement shall be from **FY October 1, 2025 to September 30, 2026.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved; and,
 - 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
 - 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2025.

COUNTY OF ELLIS

John Wray
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

CITY OF ALMA

Signature
Printed Name: Jim Benton
Title: Assistant City Administrator

Attest:

City Secretary (Administrator)

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF ALMA**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell City of Alma goods and/or services.
- B. The City of Alma (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to CITY.
- D. The terms of this agreement shall be from **FY October 1, 2025 to September 30, 2026.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved; and,
 - 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
 - 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2025.

COUNTY OF ELLIS

 John Wray
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF ALMA

Jim Barton
 Signature
 Printed Name: Jim Barton
 Title: Assistant City Administrator

Attest:

Sandra Hayek
 City Secretary (Administrator)

COMMISSIONERS COURT AGENDA REQUEST

Ab

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 Monday of the week preceding Commissioners Court, unless otherwise specified. This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: 10/27/25 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Casey Crow

PHONE: 972-825-5333 FAX: _____

DEPARTMENT OR ASSOCIATION: RB Pct. 2

ADDRESS: 1400 S Oak Rd, Ennis, TX 75119

PREFERRED DATE TO BE PLACED ON AGENDA: November 10, 2025

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

24 Interlocals
- City of Garrett
- City of Alma
- Avalon ISD
- Ennis ISD

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE AVALON INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the Avalon Independent School District goods and/or services.
- B. The Avalon Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from **FY October 1, 2025 to September 30, 2026.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved; and,
 - 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
 - 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. ISD agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2025.

COUNTY OF ELLIS

John Wray
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

AVALON INDEPENDENT
SCHOOL DISTRICT

Todd N. Bruner

Signature
Printed Name: Todd N. Bruner
Title: Board President

Attest:

[Signature]

School Board Secretary

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE AVALON INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the Avalon Independent School District goods and/or services.
- B. The Avalon Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from **FY October 1, 2025 to September 30, 2026**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.

F. ISD agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2025.

COUNTY OF ELLIS

 John Wray
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

AVALON INDEPENDENT
 SCHOOL DISTRICT

Todd N. D.
 Signature
 Printed Name: Todd N. Bruner
 Title: Board President

Attest:

[Signature]
 School Board Secretary

COMMISSIONERS COURT AGENDA REQUEST

A7

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 Monday of the week preceding Commissioners Court, unless otherwise specified. This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: 10/27/25 SUPPORTING DOCUMENT(S) ATTACHED: Yes

NAME: CASEY CROW

PHONE: 972-825-5333 FAX: _____

DEPARTMENT OR ASSOCIATION: RB Pct. 2

ADDRESS: 1400 S Oak Rd, Ennis, TX 75119

PREFERRED DATE TO BE PLACED ON AGENDA: November 10, 2025

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

34 Interlocals
- City of Garrett
- City of Alma
- Avalon ISD
- Ennis ISD

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE ENNIS INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the Ennis Independent School District goods and/or services.
- B. The Ennis Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from **FY October 1, 2025 to September 30, 2026.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.

F. ISD agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2025.

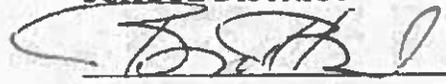
COUNTY OF ELLIS

 John Wray
 County Judge, Ellis County, Texas

Attest:

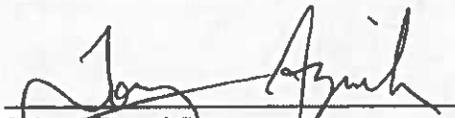
 Ellis County Clerk

ENNIS INDEPENDENT
 SCHOOL DISTRICT



 Signature
 Printed Name: Greg Bradley
 Title: Superintendent - Ennis

Attest:



 School Board Secretary

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE ENNIS INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the Ennis Independent School District goods and/or services.
- B. The Ennis Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from **FY October 1, 2025 to September 30, 2026.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.

F. ISD agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2025.

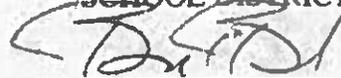
COUNTY OF ELLIS

 John Wray
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

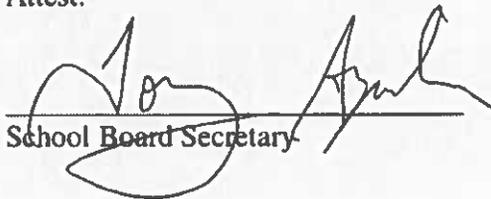
ENNIS INDEPENDENT
 SCHOOL DISTRICT



Signature
 Printed Name: Greg Bradley
 Title: Superintendent - Ennis

Attest:

 School Board Secretary



COMMISSIONERS COURT AGENDA REQUEST

A8

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 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 Monday of the week preceding Commissioners Court, unless otherwise specified**. This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: 10/30/25 SUPPORTING DOCUMENT(S) ATTACHED? Yes
NAME: Lindy Beaty
PHONE: 972.825.5035 FAX: _____
DEPARTMENT OR ASSOCIATION: District and County Attorney
ADDRESS: 109 S Jackson St. Waxahachie
PREFERRED DATE TO BE PLACED ON AGENDA: 11.10.25

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

Consent agenda-
Approval of Resolution concerning Regular License Plates used on county owned Exempt vehicles.



**A Resolution by Ellis County Commissioners Court
Providing Exemption from the Inscription Requirement for Certain County Vehicles Operated by the
Sheriff, Constable, County and District Attorney, and Fire Marshal's Offices.**

WHEREAS, Section 721.004 of the Texas Transportation Code requires that motor vehicles owned by a county must be inscribed with the name of the county, along with the department or office having custody of the vehicle; and

WHEREAS, Section 721.005 of the Texas Transportation Code provides that the governing body of a county may exempt certain vehicles owned by the county from the inscription requirement of Section 721.004 if those vehicles are used by a sheriff's office, constable's office, county and district attorney's office, or county fire marshal's office; and

WHEREAS, the Sheriff's Office, Constables' Offices, County and District Attorney's Office, and County Fire Marshal's Office are at times required to conduct investigations involving possible criminal or fraudulent activities; and

WHEREAS, the Commissioners Court of Ellis County desires to exempt certain vehicles operated by the Sheriff's Office, Constables' Offices, County and District Attorney's Office and County Fire Marshal's Office from the inscription requirement in order to facilitate undercover work and other legitimate investigative functions;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF ELLIS COUNTY
THAT:**

1. Pursuant to Section 721.005 of the Texas Transportation Code, certain vehicles used by the Sheriff's Office, Constables' Offices, County and District Attorney's Office and County Fire Marshal's Office in the conduct of criminal or fraud investigations are hereby exempted from the inscription requirement of Section 721.004 of the Texas Transportation Code.
2. The County Purchasing Agent, or their designee, is hereby authorized and directed to designate those vehicles for which regular license plates are required in order for certain employees to effectively perform their assigned duties.

IN WITNESS THEREOF, SIGNED AND ENACTED this 10th Day of November, 2025.

John Wray, Ellis County Judge

Randy Stinson, Commissioner, Precinct 1

Lane Grayson, Commissioner, Precinct 2

Louis Ponder, Commissioner, Precinct 3

Kyle Butler, Commissioner, Precinct 4

Attest: Krystal Valdez, County Clerk

COMMISSIONERS COURT AGENDA REQUEST

A9

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 Monday of the week preceding Commissioners Court, unless otherwise specified.** This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: October 27, 2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: _____

DEPARTMENT OR ASSOCIATION: Purchasing Department

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

PREFERRED DATE TO BE PLACED ON AGENDA: November 10, 2025

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

Discussion, Consideration and approval to lease a copier for Audit Department from Xerox using the Omnia Partners Cooperative Contract Number R191104 in accordance with the Cooperative Purchasing Program, Chapter 271 of the Texas Government Code.



Terms and Conditions

INTRODUCTION:

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

GOVERNMENT TERMS:

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

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

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment: C8270H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or

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

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

PRICING PLAN/OFFERING SELECTED:

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

GENERAL TERMS & CONDITIONS:

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

Financial Information

8. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. C8270H2	- Refinance of Xerox Agreement	\$488.00	13%	\$140.32

COMMISSIONERS COURT AGENDA REQUEST

2.1

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

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

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

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

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

Please fill out this form completely:

DATE: October 27, 2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117P FAX: _____

DEPARTMENT OR ASSOCIATION: Purchasing Department

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

PREFERRED DATE TO BE PLACED ON AGENDA: November 10, 2025

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

Discussion, consideration and approval for the award of Bid Number RFB-2025-009 Drainage Culverts with Contech Engineered Solutions and Wilson's Culverts, Inc., and the authorization for the County Judge to execute the contract upon final legal review.

Bid No. RFB-2025-009	Bid Opening Date: October 10, 2025	
Buyer: Kim Davis		
NAME OF BIDDER & LOCATION	Contech Engineered Solutions 2201 W. Royal Ln. #260, Irving, TX, 75063	Wilson Culverts, Inc 699 FM 1817, Elkhart TX 75839
Expiration Date: November 10, 2030	Gwen Phinney 972-590-2013	Mason Huffines 903-764-5605
Item Number	Corrugated Steel Pipe - All Diameters	Percentage Off MSRP/Walk-In Pricing **
1	12 Ga Galvanized Coating	10
2	12 Ga Arched Galvanized	10
3	14 Ga Galvanized	10
4	14 Ga Arched Galvanized	10
5	16 Ga Galvanized	10
6	16 Ga Arched Galvanized	10
7	12Ga Aluminized Coating	10
8	12 Ga Arched Aluminized	10
9	14 Ga Aluminized Coating	10
10	14 Ga Arched Aluminized	10
11	16 Ga Aluminized Coating	10
12	16 Ga Arched Aluminized	10
13	12 Ga Polymer Coating	10
14	12 Ga Arched Poly Coating	10
15	14 Ga Arched Poly Coating	10
16	14 Ga Polymer Coating	10
17	16 Ga Polymer Coating	10
18	16 Ga Arched Poly Coating	10
	Delivery Charge Per Precinct	\$750-Per Truck
		\$0.00

COMMISSIONERS COURT AGENDA REQUEST

2.2

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

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

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

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

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

Please fill out this form completely:

DATE: October 27, 2025 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: _____

DEPARTMENT OR ASSOCIATION: Purchasing Department

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

PREFERRED DATE TO BE PLACED ON AGENDA: November 10, 2025

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

Discussion, consideration, & approval for the County Judge to execute a lease agreement with American National Leasing for a 2025 Ford Explorer and a 2025 Ford F-150 for the Ellis County District Attorneys Office.

ANLC
American National Leasing Company
 2732 Midwestern Pkwy.
 Wichita Falls, TX 76301
 (940) 397-2490

Governmental Lease Application

(PLEASE TYPE OR PRINT CLEARLY)

Fax completed application to: (940) 235-4190

(Please include copy of most current audited financials)

LESSEE: (Complete legal name of Governmental entity)

Company: ELLIS COUNTY			
Billing Address: 101 W. MAIN ST. STE#203			
City: WAXAHACHIE	County: ELLIS	State: TX	Zip: 75165
Telephone No: (972) 825-5011		Fax No: ()	
Contact Name: John Wray		Title:	
Type of Business: GOVERNMENTAL ENTITY	Yrs. In Business:	yrs	Fed. Tax ID #: 75-6000935
Check One: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership			

TRADE REFERENCES: (Two-year history of accounts with credit terms. Do not include C.O.D. accounts)

Name of Supplier:	Contact:	Phone: ()
Name of Supplier:	Contact:	Phone: ()
Name of Supplier:	Contact:	Phone: ()
Landlord:	Contact:	Phone: ()

ENTITY'S BANK REFERENCE:

CREDIT REFERENCE: Comparable lease or Loan history

Bank Name:	Creditor:
Checking Account #:	Account #:
Phone: ()	Date Opened: / /
	Phone: ()

VENDOR INFORMATION:

Vendor Name:	Contact:
Address:	
City:	State: Zip:
Phone: ()	Fax: ()

EQUIPMENT INFORMATION:

Total Amt. of Lease: \$85,769.86	Term: 60mo	Buyout Option: \$20,000.00
Equipment Location: If different from above County:		
Equipment Description: Mfg./Make/Model: 2025 Ford Explorer ST & 2025 Ford F-150 STX		
Sales Tax rate for location of equipment: SALES TAX EXEMPT-GOVERNMENT		

By providing the above information, I authorize you to whom this application is made or your agents to investigate my/our financial responsibility and creditworthiness and I/we will provide financial statements, tax returns, etc. as you deem necessary. I/we authorize you to update my/our credit profile from time to time in the future as you deem appropriate.

Applicant's Signature _____ Title _____ Date _____

American National Leasing Company

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 3808C

LESSOR: **AMERICAN NATIONAL LEASING COMPANY**
 2732 Midwestern Parkway
 Wichita Falls, TX 76308

LESSEE: ELLIS COUNTY
 101 W MAIN ST STE 203
 WAXAHACHIE, TEXAS 75165
 (972) 825-5011

VENDORS: 1. ENNIS FORD 2. SAM PACK'S FIVE STAR FORD
 900 N I-45 1144 N. STEMMONS FREEWAY
 ENNIS, TEXAS 75119 LEWISVILLE, TEXAS 75067
 (972) 875-9067 (972) 221-2900

Model Number	Serial #	EQUIPMENT INFORMATION Item/Description:	Qty	Price
F15Y	1FTEW2KPXSKF14164	1. <u>ENNIS FORD</u> 2025 FORD F-150 STX 2WD	1	\$46,968.86
K7KM	1FMUK7KH9SGC84662	2. <u>SAM PACK'S FIVE STAR FORD</u> 2025 FORD EXPLORER ST	1	\$44,500.00
TOTAL:				\$91,468.86
LESS DOWN PAYMENT:				(\$6,000.00)
Document Fees:				\$300.00
TOTAL CAPITALIZED COST:				\$85,768.86

mvlooe3808C- Ellis County
Lessee: Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	5	Base Lease Payment:	\$16,769.22
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		Total Payment:	\$16,769.22
		Lease End Date:	November 15, 2030

[END OF LEASE PURCHASE OPTION]

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$20,000.00.

TERMS AND CONDITIONS

1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located at the above address of the Lessee and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other Lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.

2.) **COMPLETE AGREEMENT:** This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or statement made by any representative of the Lessor or Lessee shall be binding unless expressly stated herein. Whenever the word Lessor is used herein, it shall include both the original Lessor and all assignees of Lessor.

3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment.

4.) **MAINTENANCE:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER. Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.

5.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit A. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit A without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime +4% per annum.

6.) **LEASE TERM:** This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).

Lessee: Please Initial

7.) OWNERSHIP; RETURN; PERSONAL PROPERTY: Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof, and title thereto shall be immediately vested in Lessee; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest as allowed by law.

If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority (including a limited irrevocable power of attorney) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name.

8.) PURCHASE OPTION: If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever, and this Agreement shall terminate.

9.) ASSIGNMENT: Lessor may assign this Lease, and the assignee may reassign the same, without the consent of Lessee.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

10.) LOSS; DAMAGE; INSURANCE: As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney in fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.

Lessor and Lessee acknowledge that Lessor is only financing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

Lessee: Please Initial

11.) **USE; TAXES; INSPECTION AND CONDITION:** Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter, and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

12.) **EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:**

- (a) **Events of Default.** In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of thirty (30) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may peaceably enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.
- (b) **Remedies.** If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:
- (i) Lessee shall return the Equipment to Lessor as provided in Section 7.
 - (ii) Lessor may retain all Lease payments previously paid by Lessee.
 - (iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.
 - (iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.
- (c) **Expense of Enforcement.** Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

13.) **NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

14.) **SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made.

Lessee: Please Initial

15.) SEVERABILITY: The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof. THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

Date of Acceptance: November 15, 2025

Lessor: American National Leasing Company

By: _____
Bob Elmore
President

Lessee(s): ELLIS COUNTY
101 W. MAIN ST, STE 203
WAXAHACHIE, TX 75165
Federal Tax ID #:75-6000935

By: _____
John Wray
County Judge – Ellis County

LESSEE'S ACCEPTANCE

TO VENDOR (ENNIS FORD & SAM PACK'S FIVE STAR FORD) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

We as Lessee agree the above listed Equipment is satisfactory in every way, accepted by us and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this Installation is not made on a trial basis.

Lessee(s): ELLIS COUNTY
101 W. MAIN ST, STE 203
WAXAHACHIE, TX 75165
Federal Tax ID #:75-6000935

Date of Acceptance: November 15, 2025

By: _____
John Wray
County Judge – Ellis County

Lessee: Please Initial

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
11/15/2025	\$6,000.00
11/15/2026	\$16,769.22
11/15/2027	\$16,769.22
11/15/2028	\$16,769.22
11/15/2029	\$16,769.22
11/15/2030	\$16,769.22
11/15/2030	\$20,000.00

Lessee: Please Initial

Exhibit A

Purchase Option Price

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$20,000.00.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

(a) The remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus

(b) Accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

ADDENDUM

The following is an addendum to Government Lease Purchase Agreement No. 3808C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

1. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, Lessor hereby verifies that Lessor and its employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
2. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, Lessor verifies that Lessor and Lessor's employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
3. Funds for payment of this contract have been provided through the Lessee's budget approved by Lessee for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Lessee extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of Lessee that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Lessee (1) fails to provide funding for this contract during the following fiscal year at Lessee, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Lessee may, upon giving the Lessor written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Lessee notifies Lessor in writing of such failure to fund and termination. Lessee shall return the Equipment to Lessor if all Lease payments are not made, at Lessee's expense. There shall be no recourse for Lessor as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
4. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Lessee, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.
5.

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 "Texas Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Lessee, 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 software, or any part thereof, or other items or data furnished to Lessee whether or not the same are available to the public. It is further understood that Lessee its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Lessee, its officers and employees shall have no liability or obligations to Lessor

for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Lessee by Lessor in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

6. The parties agree that
under the Constitution and laws of the State of Texas, Lessee cannot enter into an Agreement whereby Lessee agrees to indemnify or hold harmless any other party; therefore, all references of any kind to the Lessee indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted Tex. Const. Article XI § 7. Tex. Att'y Gen. Op. DM-467. Tex. Att'y Gen. Op. GA-0176.
7. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.
8. It is understood and agreed that each party shall have the status of an independent contractor under this Agreement and that nothing in this Agreement shall be construed as authorization for either party to act as agent for the other. Neither party shall incur any Liability for any act or failure to act by employees of the other party.
9. Nothing in this contract or terms and
condition shall be construed as a waiver of sovereign immunity by Lessee; provided, Lessee agrees that in the event of a dispute between them Lessee shall return the Equipment to Lessor at Lessee's expense.

Signed this 15th Day of November, 2025.

ELLIS COUNTY, TEXAS AS LESSEE

By: _____

County Judge of Ellis County

**AMERICAN NATIONAL LEASING COMPANY
AS LESSOR**

By: _____

President

TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 3808C (the "Lease") between American National Leasing Company ("ANLC") and Ellis County (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to ANLC for the principal amount it financed) and an interest component (as interest to ANLC for making the financing available). The interest component is priced at a tax exempt interest rate.

The Governmental Entity hereby states for the benefit of ANLC as follows:

1. The Governmental Entity has not and will not fund any other tax exempt debt transaction within 15 days of the funding of the Lease.
2. The Governmental Entity will own and operate the property financed by the Lease.
3. The Governmental Entity will spend all of the money advanced by American National within no more than two weeks of the date the Lease is funded. None of these funds will be invested.
4. The Lease is not federally guaranteed.
5. The Lease is a privately placed bank loan and is not offered to the general public or a "public security" under Texas law.
6. There is no reserve fund or other specific fund established for payment of the Lease.
7. The proceeds of the Lease are not being used to reimburse the Governmental Entity for any previous expenditure made by it. The proceeds of the Lease will be paid immediately to the vendor of the property.
8. The Lease is hereby designated by the Governmental Entity as a "qualified tax exempt obligation" under Section 265(b)(3) of the Internal Revenue Code. The reasonably anticipated amount of tax exempt obligations to be issued by the Governmental Entity during the same calendar year in which the Lease is funded will not exceed \$10,000,000. Additionally, in calculating the \$10,000,000 the Governmental Entity is including all tax exempt debt issued by local development corporations or other entities issuing "on behalf of" the Governmental Entity except private activity bonds other than Section 501(c)(3) bonds.
9. The weighted average maturity of the Lease (meaning when it is approximately one-half paid off) does not exceed 120% of the useful life of the property being financed.

General Provisions

1. The Lease has been duly authorized by the governing body of the Governmental Entity at a meeting which the open meeting notice was posted regarding the Lease transaction, and at which a quorum was present.

2. There is no litigation pending regarding the Lease, or to the best of the knowledge of the Governmental Entity threatened in regard to the Lease.

3. Entering the Lease does not constitute an event of default or contravene any other agreement to which the Governmental Entity is a party.

4. The Governmental Entity has the ability to pay the Lease provided the duty to pay the Lease is subject to annual appropriation as set forth in the Lease documents.

5. The Governmental Entity will use the property for one of its essential purposes.

Signed as of this 15th day of November, 2025.

Ellis County

By: _____
John Wray
County Judge of Ellis County

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority Check box if Amended Return

1 Issuer's name
ELLIS COUNTY, TEXAS

2 Issuer's employer identification number (EIN)
 7 5 8 0 0 9 3 5
 Room/suite

3 Number and street (or P.O. box if mail is not delivered to street address)
101 W MAIN ST. STE 203

4 City, town, or post office, state, and ZIP code
WAXAHACHIE, TEXAS 75165

5 Report number (For IRS Use Only)

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information
JOHN WRAY, COUNTY JUDGE

7 Telephone number of officer or legal representative
972.825.5011

Part II Description of Obligations Check one: a single issue or a consolidated return

8a Issue price of obligation(s) (see Instructions)	8a	\$85,768	86
8b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see Instructions) ▶ <u>11/15/2025</u>			
9 Amount of the reported obligation(s) on line 8a that is:	9a	\$85,768	86
a For leases for vehicles	9b		
b For leases for office equipment	9c		
c For leases for real property	9d		
d For leases for other (see Instructions)	9e		
e For bank loans for vehicles	9f		
f For bank loans for office equipment	9g		
g For bank loans for real property	9h		
h For bank loans for other (see Instructions)	9i		
i Used to refund prior issue(s)	9j		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9k		
k Other			

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see Instructions)

12 Vendor's or bank's name: AMERICAN NATIONAL LEASING CO.

13 Vendor's or bank's employer identification number: 7 5 2 7 8 4 7 4 4

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature and Consent

Signature of issuer's authorized representative: _____ Date: _____

JOHN WRAY, COUNTY JUDGE
 Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name: _____ Preparer's signature: _____ Date: _____

Check if self-employed PTIN: _____

Firm's name: _____ Firm's EIN: _____

Firm's address: _____ Phone no.: _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 8a through 8h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 8a through 8d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 8a through 8d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 8d, enter the type of item that is leased. For lines 8e through 8h, enter the amount on the appropriate line that represents a bank loan. For line 8h, enter the type of bank loan.

Lines 8i and 8j. For line 8i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 8i and 8j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 8k. Enter on line 8k the amount on line 8a that does not represent an obligation described on lines 8a through 8j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(E)(iii).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 8 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

- Learning about the law or the form 4 hr., 48 min.
- Preparing the form 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

COMMISSIONERS COURT AGENDA REQUEST

2.3

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

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

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

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

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

Please fill out this form completely:

DATE: 10/29/2029 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing and Contracting

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

PREFERRED DATE TO BE PLACED ON AGENDA: November 10, 2025

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

Discussion, consideration, and action to renew the annual subscription for the network monitoring system using DIR-CPO-5687 with Flair Data in the amount of \$111,818.38.

Dana Morgan
 Renewable Sales Specialist
 Flair Data Systems
 2805 North Dallas Parkway
 Suite 240
 Plano, TX 75093
 214-445-3535-ph
 214-445-3594-fax
 dmorgan@flairdata.com

Ellis County's 2025-26 Arctic Wolf Networks Renewal



Quote Date: 10/28/2025
 Quote#: 60623744
 Purchase Price: \$111,818.38
 DIR#: DIR-CPO-5687
 Terms: Net 30

Item #	Mfr. Part #	Qty	Description and Product Info	MSRP	Ext MSRP	Unit Purchase Price	Ext Purchase Price	Start Date	End Date
1	AW-PLUS-USER-GOLD	370	Arctic Wolf Plus User License - Gold	\$321.00	\$118,770.00	\$218.85	\$80,974.50	12/20/2025	12/19/2026
2	AW-PLUS-SERVER-GOLD	12	Arctic Wolf Plus Server License - Gold	\$321.00	\$3,852.00	\$218.85	\$2,626.20	12/20/2025	12/19/2026
3	AW-MDR-1YR	382	Arctic Wolf MDR Log Retention - 1 year	\$14.40	\$5,500.80	\$9.75	\$3,724.50	12/20/2025	12/19/2026
4	AW-MDR-10XX-S-10GFNB	1	Arctic Wolf 1000 Series Sensor - 4 x 10G Multi-Mode Fiber LC Connectors Non-Bypass	\$10,000.00	\$10,000.00	\$6,770.25	\$6,770.25	12/20/2025	12/19/2026
5	AW-MDR-O365	384	Arctic Wolf MDR Office 365 user license	\$22.50	\$8,640.00	\$15.23	\$5,848.32	12/20/2025	12/19/2026
6	AW-MR-2XX-S	1	Arctic Wolf 200 Series Managed Risk Scanner	\$3,000.00	\$3,000.00	\$2,031.08	\$2,031.08	12/20/2025	12/19/2026
7	AW-IR-JSR-8	1	Arctic Wolf IR JumpStart Retainer	\$5,000.00	\$5,000.00	\$4,376.03	\$4,376.03	12/20/2025	12/19/2026
8	AW-PLATFORM-BASE	1	Arctic Wolf Platform - Base Platform	\$15,000.00	\$15,000.00	\$5,467.50	\$5,467.50	12/20/2025	12/19/2026
Total Purchase Price							\$111,818.38		

Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. Unless otherwise set forth on the Order Form, the Subscription Term for the Solutions will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms at the time of renewal; provided however, if either party would like to opt out of automatic renewal of the Subscription, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

COMMISSIONERS COURT AGENDA REQUEST

2.4

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

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

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

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

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

Please fill out this form completely:

DATE: October 30, 2025 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: November 10, 2025

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

Discussion, consideration, and approval to advertise and solicit a request for proposal for substance use assessments and intervention for the Veterans Treatment Court.

COMMISSIONERS COURT AGENDA REQUEST

3.1

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

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

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

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

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

Please fill out this form completely:

DATE: 10/29/2025 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Tim Birdwell

PHONE: 972-825-5555

FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: Ellis County Fire Marshal

ADDRESS: 302 N. Monroe

PREFERRED DATE TO BE PLACED ON AGENDA: MONDAY NOVEMBER 10, 2025

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

Consideration and possible action to review enacting a Burn Order for Ellis County.

COMMISSIONERS COURT AGENDA REQUEST

3.2

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 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 Monday of the week preceding Commissioners Court, unless otherwise specified**. This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: 10-20-25 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Jana Onyon

PHONE: 972-825-5195 FAX: _____

DEPARTMENT OR ASSOCIATION: Elections

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: November 10, 2025

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

Discussion, consideration, and approval of a Joint Resolution for the Ellis County Republican Party Chair and Democratic Party Chair to enter into a 2026 Joint Primary Election Services Contract with the Ellis County Election Administrator for both the Primary March 3, 2026 and Primary Runoff May 26, 2026 Elections.

JOINT RESOLUTION AND STATISTICAL INFORMATION FOR JOINT PRIMARY

JOINT RESOLUTION

WHEREAS, the Democratic Party of Ellis County, Texas, and the Republican Party of Ellis County, Texas, desire to enter into a 2026 Joint Primary Election Services Contract with the Ellis County Election Administrator, as the County Election Officer.

AND WHEREAS, the Commissioners Court of Ellis County, Texas desires to give authorization for said Contract.

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

Said Commissioners Court authorizes a Joint Contract by and among, Kelly H. Blackburn, Democratic Party Chair, and Randy Bellomy, Republican County Chair, and Jana Onyon, County Election Administrator of Ellis County, Texas, for the conduct and supervision of the Ellis County Joint Primary Election on Tuesday, March 3, 2026 and the Ellis County Joint Primary Runoff Election, if necessary, on Tuesday, May 26, 2026.

PASSED AND APPROVED, THIS _____ DAY OF _____, 2025.

Signature of County Judge, John Wray

Signature of Commissioner, Precinct 1, Randy Stinson

Signature of Commissioner, Precinct 2, Lane Grayson

Signature of Commissioner, Precinct 3, Louis Ponder

Signature of Commissioner, Precinct 4, Kyle Butler

Ellis County Democratic Party

Ellis County Republican Party

By: _____, County Chair

By: _____, County Chair

County Elections Official

By: _____, County Election Administrator

Attest: _____,
Signature of County Clerk, Krystal Valdez

COMMISSIONERS COURT AGENDA REQUEST

3.3

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

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

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

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

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

Please fill out this form completely:

DATE: October 30, 2025 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Erik Test

PHONE: 972-825-5088

FAX: _____

DEPARTMENT OR ASSOCIATION: County Judge

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

PREFERRED DATE TO BE PLACED ON AGENDA: November 10, 2025

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

Discussion, consideration, and approval for the submittal of nominations for the 2026 Resolution of Candidate Nominations to the Ellis Appraisal District Board of Directors.

TAXING UNIT: _____

Resolution No. _____

RESOLUTION OF CANDIDATE NOMINATIONS FOR THE ELLIS APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE YEAR 2026*

WHEREAS, Section 6.03 (g) of the Texas Property Tax Code, requires that each taxing unit entitled to vote may nominate by Resolution one candidate for each position to be filled on the Board of Directors and submit the nomination(s) to the Chief Appraiser of the Ellis Appraisal District before October 15, 2025.

THEREFORE, the _____ submits the following nomination(s) with contact information for Board of Directors of the Ellis Appraisal District for 2026:

Name	E-mail	Cell	Bio Included

ACTION TAKEN this _____ day of _____, 2025, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of nominating candidates to the Board of Directors of the Ellis Appraisal District.

Presiding Officer

ATTEST: _____

*This election is for 2026, to appoint two directors who will begin serving a four-year term January 1, 2026.

TAXING UNIT: _____

Resolution No. _____

RESOLUTION OF **VOTES CAST** TO ELECT DIRECTORS FOR THE ELLIS
APPRAISAL DISTRICT FOR THE YEARS 2025*

WHEREAS, Section 6.03 (k) of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their vote by Resolution and submit results of that vote to the Chief Appraiser of the Ellis Appraisal District before December 15, 2025.

THEREFORE, the _____ submits the attached Official Ballot, as issued by the Chief Appraiser, stating the votes cast for candidates in the 2026 Board of Directors' Election for the Ellis Appraisal District.

ACTION TAKEN this _____ day of _____, 2025, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of casting votes to elect the Board of Directors of the Ellis Appraisal District.

Presiding Officer

ATTEST:

*This election is for 2026, to appoint two directors who will begin serving a four-year term January 1, 2026.

COMMISSIONERS COURT AGENDA REQUEST

3.4

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

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

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

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

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

Please fill out this form completely:

DATE: 10/30/25 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Alberto Mares

PHONE: 972.825.5200 FAX: _____

DEPARTMENT OR ASSOCIATION: DOD

ADDRESS: 302 N Monroe

PREFERRED DATE TO BE PLACED ON AGENDA: 11.10.25

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

Admin and Executive-
Discussion, consideration, and possible action regarding development issues related to Ferris Ranch, located in Road and Bridge Precinct #1.

COMMISSIONERS COURT AGENDA REQUEST

3.5

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 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 Monday of the week preceding Commissioners Court, unless otherwise specified.** This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: 10/30/25 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Alberto Mares

PHONE: 972.825.5200 FAX: _____

DEPARTMENT OR ASSOCIATION: DOD

ADDRESS: 302 N Monroe

PREFERRED DATE TO BE PLACED ON AGENDA: 11.10.25

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

Admin and Executive-
3.5 Discussion, consideration, and possible action regarding development issues related to Matthews Farms, located in Road and Bridge Precinct #4.

COMMISSIONERS COURT AGENDA REQUEST

3.6

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

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

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

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

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

Please fill out this form completely:

DATE: 10/30/25 SUPPORTING DOCUMENT(S) ATTACHED? Yes
NAME: Erik Test
PHONE: 972.825.5011 FAX: _____
DEPARTMENT OR ASSOCIATION: County Judge Office
ADDRESS: 101 West Main St
PREFERRED DATE TO BE PLACED ON AGENDA: 11.10.25

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

Admin and Executive-
Discussion, consideration, and action by County Judge Pro Tempore regarding the property at 1305 West Jefferson in Waxahachie.