

**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**  
**Miles traveled: 628**

**Selected major activities since last report**

**May 2018**

- 5/1,9,15 Agent conducted and taught New Landowner Education Program with **7 participants** taking the 4-part educational meeting series. Topics covered include: Soils and Soil Fertility, Pasture Management, Livestock Considerations and Pond Management. Program is offered twice a year and in conjunction with the Waxahachie ISD Lighthouse for Learning Adult Education program.
- 5/2 Agent assisted District Range Specialist, cooperators and ag chemical rep in evaluating Rye grass control plots. Plots and information will be used as part of upcoming Crop Tour.
- 5/3 Agent attended District Ag Agent In-Service Training at McGregor. Topics covered included, beef productions, weed and brush control.
- 5/5 Agent, co-workers and **2 Adult Volunteers** attended the District 8 4-H Round up competition held at Reisel High School. Local and area 4-H members competed to advance to State 4-H Roundup at College Station in June.
- 5/7 Agent met with **10 beef project volunteers** to plan the 2018 Cooler Classic Steer and Heifer Show August 21-26. Along with the show, educational sessions designed to assist 4-H/FFA Beef Project members will be provided. Proceeds from this event are used to support the local 4-H beef project and provide scholarships to graduating seniors.
- 5/8 Annual Winter Wheat Field Day with **32 area producers** attending. Variety selections, insect, weed and disease control topics were covered along with **Path to Plate** information presented. Participants received **2** CEU's. Program support from Beakley Farms in Bardwell, Farm Bureau (Greg Sellers), and Texas Wheat Growers Board, Amarillo.
- 5/15 Agent attended TCAAA and Ag Science Teachers joint major Stock Show Manager Meeting in Waco. Potential rule changes and other factors affecting 4-H/FFA livestock project areas are discussed with representatives of the Texas major show.
- 5/16 TDA Private Applicator Training was offered to **5 area producers** during monthly training. Participants received required training to take the TDA Private Applicator Exam to become Licensed Private Applicators. Pesticide Safety, Label Comprehension and Pest Features are just a few of the topics covered.
- 5/22 Agent assisted co-workers, 4-H members and other volunteers with the annual Ag Awareness Day for area 4<sup>th</sup> Graders. Over **700 Waxahachie 4<sup>th</sup> Graders, teachers and aides** participated in educational programs learning about where their food and fiber products come from and how area agriculture affects them. Mobile Dairy Classroom, Texas Farm Bureau, Tarrant Regional Water, Farm Service Agency, Ellis Master Gardeners and the AgriLife Path to Plate curriculum were utilized.
- 5/23 Agent met with **14 area Ag Science Teachers, volunteers and show officials** to discuss plans for the 2019 Ellis County Youth Expo scheduled for March 24-30, 2019.
- 5/24 Agent met with **7** Master Gardener officers and board of directors to discover upcoming educational programs and activities.

5/28 4-H Beef Project Workday was held with 12 4-H members, parents and leaders bringing 18 beef projects. Hoof care, daily feeding and parasite control topics were covered.

5/29 Consultations and on farm visits 3 New Landowners in Maypearl area. Brush control, weed ID and control, pond management and pasture stocking rates were discussed.

Phone, email, office and site visits and consultations as needed and requested.

**Educational Programming**

Programs 7  
Participants 700+

**Educational Contacts**

Site Visits 4-H 5  
Site Visits Ag 5  
Telephone 245  
MG/MN Telephone 42  
Office Visits 70  
E-Mails 1289  
Newsletter/Letters 426  
E-Gardening Newsletters 1562

**Media Outreach:**

Website hits 394  
News Releases 2  
Facebook posts 6  
MG/MN new releases 3  
MG/MN magazine 4  
MG TV/Radio 4

**Major plans for next month**

6/2 Master Gardener Educational Garden Tour – Waxahachie  
6/2,9,16,23,30 Master Gardener Educational Answer Booth at Waxahachie Farmers Market-Waxahachie  
6/4 Ellis Beet Project Supporters, Cooler Classic Planning Meeting - Waxahachie  
6/6 Monthly TDA Private Applicators Training - Waxahachie  
6/10,11,  
12,13,14 State 4-H Roundup  
6/18,19,24,27 State 4-H/FFA Steer and Heifer Validation - Waxahachie  
6/26 Ellis Crops Tour – Avalon, Ennis Area  
6/28 Leadership Advisory Board Meeting - Waxahachie

**Mark Arnold**

**Name**

**County Extension Agent - Agriculture**

**Title**

**Ellis**

**County**

**6/6/18**

**Date**

**TEXAS A & M AgriLife Extension Service**  
**The Texas A&M University System**  
**MONTHLY SCHEDULE OF TRAVEL**

**NAME: Mark Arnold**

**TITLE: County Extension Agent – Agriculture**

**COUNTY: Ellis**

**MONTH: May 2018**

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
5/1	Waxahachie area-New Landowner Meeting Series	16		
5/2	Waxahachie-Reagor Springs area-Result Demonstration Evaluation	12		
5/3	Waxahachie-McGregor/Return-D8 Ag In-Service Training	149		
5/5	Waxahachie-Reisel/Return-D8 4-H Roundup	147		
5/7	Waxahachie area-Ellis Beef Supporter Meeting	6		
5/8	Waxahachie-Bardwell Area-Spring Wheat Tour	18		
5/9	Waxahachie area-New Landowner Meeting Series	6		
5/15	Waxahachie-Waco/Return-TCAAA Annual Industry Meeting/New Landowner Meeting Series	136		
5/16	Waxahachie area-Italy area-TDA Private Applicator Training/ 4-H Beef Project Visit	39		
5/21	Waxahachie area-Ag Awareness Day Set-up	29		
5/22	Waxahachie Area-Ag Awareness Day	12		
5/23	Waxahachie Area-ECYE Show Committee meeting	6		
5/24	Waxahachie Area-Master Gardener Officer Meeting	3		
5/28	Waxahachie Area-4-H Beef Project Workshop	13		
5/29	Waxahachie-Maypearl area/return-New Landowner Consultation	36		

628

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: 6/5/18 Signed:

Mark Arnold

**Selected major activities since last report**

**Miles traveled: 850**

- 05/01-02: TAE4-HA Spring Board meeting, agent serves as State President
- 05/03: Pettigrew Academy Program, Learn, Grow, Eat, Go 12 students
- 05/04: ECYE County Banquet, 175 4-H members and parents attended
- 05/07: County Council/ALA: officer elections, senior program, 18 youth, 7 adults
- 05/08: Agent attended the District 8 Spring Meeting
- 05/14: Agent attended the Livestock 4-H Club meeting, 13 youth, 7 parents
- 05/15: Agent attended the Judges & Commissioner’s meeting in Frisco. TAE4-HA sponsors a break and the agent was there as the State President.
- 05/15: Agent attended the Arts 4-His Honor Club meeting, 8 youth, 3 parents
- 05/16: 4-H PAC meeting, 4 members present
- 05/22: WISD Ag Awareness Day, 682 students, 35 teachers
- 05/23: Agent attended the ECYE Show Committee meeting
- 05/24: Pettigrew Academy Program, Leadership & Teamwork games, 12 students
- 05/24: EYCE Ambassador Workshop, agent presented programs on teamwork, leadership, and expectations, 13 students, 2 adults

**Educational Contacts**

**Educational Programming:**

Programs .....5  
 Participants.....781

**Educational Contacts:**

Site Visits 4-H.....2  
 Telephone.....815  
 Office Visits.....82  
 E-Mail.....1556  
 Newsletter/Letters.....480  
 Faxes.....5

**Media Outreach:**

News Releases.....0  
 Website hits.....359  
 Social Media Contacts..... 22 posts on FB, 1514 follows (7,932post reach), 21 on Instagram (340 follows)

**Major plans for next month**

- ✓ Annual Leave
- ✓ County Recordbook Judging
- ✓ Southeast District 8 County Camp meeting
- ✓ District 8 4-H Council Interviews
- ✓ Texas 4-H Roundup
- ✓ District 8 4-H Horse Show
- ✓ Tri County Youth Ag Tour
- ✓ State lamb, goat, and swine validation
- ✓ SURGE
- ✓ LAB meeting
- ✓ Banquet Planning meeting



Reprint - 2.81

**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**  
**Miles traveled: 1031**

**Selected major activities since last report****May 2018**

- 5/2 Better Living for Texans Nutrition Program; **12 attended**. Program focused on saving money at the grocery store.
- 5/3 "Master of Memory"-Week 3; **21 attended**. Program focused on "How Nutrition Can Affect Memory."
- 5/5 District 8 4-H Roundup Competition; Agent was a judge for the event.
- 5/8 Ellis County Wheat Tour; **30 attended**. Agent presented program on "Facts and Fiction About Gluten."
- 5/10 "Master of Memory"-Week 4; **21 attended**. Program focused on "Medications and Memory Function."
- 5/10 Diabetes Cooking Class and Program; **17 attended**. Program focused on meal planning for those with diabetes, and recipes to incorporate into meals.
- 5/15 Family & Community Health Committee Meeting; **7 attended**. Plans for the remainder of 2018 were discussed, as well as upcoming volunteer opportunities.
- 5/17 "Master of Memory"-Week 5; **21 attended**. Program focused on "Medical Conditions and Memory Function."
- 5/19 Camp Gladiator Program-'Sugar Shockers'; **110 attended**. Program focused on sugar content in popular drinks and how to read labels to determine sugar content.
- 5/21 "Diabetes Education Program"; **15 attended**. Program stressed the importance of exercise.
- 5/22 Ellis County Ag Awareness Day; **650 attended**. The day focused on teaching 4<sup>th</sup> graders about the importance of agriculture.
- 5/31 "Master of Memory"-Week 6; **21 attended**. Program focused on "Exercise for the Body and Mind."

**Educational Programming:**

Programs 11  
Participants 925

**Educational Contacts:**

Site Visits-FCH 14  
Telephone 59  
Office Visits 18  
E-mails 488  
Newsletters/Letters 1986

**Media Outreach:**

News Releases 4  
Website 113  
Facebook 156

**Major plans for next month:**

6/4 Diabetes Education Program, Ennis  
6/6 "Fresh Start"-Week 1 Better Living for Texans program  
6/11 Diabetes Education Program, Ennis  
6/13 "Fresh Start"-Week 2 Better Living for Texans program  
6/25 Diabetes Education Program, Ennis  
6/26 Family & Community Health Committee Meeting  
6/27 "Fresh Start"-Week 3 Better Living for Texans program  
6/28 Leadership Advisory Board Meeting

**Rita Hodges**

**Name**

**County Extension Agent - Family & Community Health**

**Title**

**Ellis**

**County**

**06/1/18**

**Date**

The Texas A&M University System  
MONTHLY SCHEDULE OF TRAVELNAME: Rita Hodges  
COUNTY: EllisTITLE: County Extension Agent - Family & Community Health  
MONTH: May 2018

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
5/1	Waxahachie, Red Oak (Better Living for Texans, diabetes education class preparation, 4-H)	45		
5/2	Ennis, Waxahachie (Better Living for Texans Nutrition Program, First Look, HEB-food demonstration)	59		
5/3	Ennis, Waxahachie (Master of Memory Class, Golden Circle 4-H, Better Living for Texans)	62		
5/5	Riesel (District 8 4-H Roundup Contest)	168		
5/7	Bardwell, Waxahachie (deliver Better Living for Texans newsletters, Senior Center, Waxahachie C.A.R.E., First Look, Beakley Headquarters)	81		
5/8	Ennis, Bardwell, Waxahachie (diabetes education, Better Living for Texans)	105		
5/9	Ennis, Waxahachie (Diabetes program preparation, Haven of Hope, Better Living for Texans)	67		
5/10	Ennis, Waxahachie (Diabetes Program, Senior Center, Better Living for Texans, Haven of Hope)	76		
5/15	Waxahachie (Family & Community Health Committee Meeting, 4-H, Better Living for Texans program, diabetes education)	23		
5/16	Red Oak, Waxahachie (North Ellis County Outreach Center, Better Living for Texans program)	38		
5/17	Waxahachie (Camp Gladiator program preparation, Better Living for Texans, Focused Care Center, 4-H)	19		
5/19	Waxahachie (Camp Gladiator Nutrition Program)	17		
5/21	Ennis, Waxahachie (Ag Awareness Day Preparation, Better Living for Texans-deliver newsletters, Diabetes program, Golden Circle, Haven Hope)	76		
5/22	Waxahachie (Ag Awareness Day, deliver supplies, return supplies)	55		
5/23	Waxahachie (Senior Center, Path to the Plate, 4-H, deliver Better Living for Texans newsletters)	28		
5/25	Waxahachie (Senior Center, Nutrition Program, Better Living for Texans)	18		
5/29	Waxahachie (Better Living for Texans, diabetes education, Master Wellness volunteers)	21		
5/31	Ennis, Waxahachie (Haven of Hope)	73		

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Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: June 1, 2018

Signed:

*Rita M. Hodges*

RECEIVED K1

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

JUN 16 2018

ELLIS COUNTY  
AUDITOR

I Am requesting the the Ellis County Commissioners' Court make necessary line item adjustments to the Road and Bridge Precint 3 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-50807-00000-000	GEN/MISC	\$40,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-50802-00000-000	PURCHASE EQUIPMENT	\$40,000.00

  
Signature of Department Head

6-6-2018  
Date Signed

Road & Bridge #3  
Department

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

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018

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- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

 6/7/18

RECEIVED

JUN 05 2018

ELLIS COUNTY  
AUDITOR

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0310-50601-00000-000	Travel Reimbursement	\$1,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0310-50605-00000-000	Conference	\$1,000.00

*Marie Reed*  
Signature of Department Head

5/31/2018

Date Signed

District Clerk  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

*DeVonda Spaulock 6/5/18*

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

JUN 05 2018

ELLIS COUNTY  
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-30302-00000-000	Fund Balance	414.95

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-50802-00000-000	Equipment	414.95

Signature of Department Head

June 1, 2018

Date Signed

010 / SO

Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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\_\_\_\_\_

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonde Spurluck 6/6/18



**CERTIFICATION OF  
BUDGET TRANSFER**

**Ellis County**

DATE: \_\_\_\_\_

The commissioners court certifies that the expenditure is necessary, due to grave public necessity, to meet and unusual and unforeseen condition which could not have been included in the original adopted budget through the use of reasonable diligent thought and attention.

The court shall file a copy of its order amending the budget with the county clerk and the clerk shall attach the copy to the original budget.

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.010.

Failure to comply with this local government code results in an offense Sec. 111.012 Penalty. An offense under this section is a misdemeanor punishable by a fine of not less than \$100 or more than \$1,000, confinement in the county jail for not less than one month or more than one year, or by both fine and confinement.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017/2018

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

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

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

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

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

County Clerk: \_\_\_\_\_

RECEIVED FT

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

JUN 11 2018

ELLIS COUNTY

I am requesting that the Ellis County Commissioners' Court make necessary Line Item Adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50807-00000-000	FM2 GENERAL EXPENSES	\$10,000.00

POSTED  
PCT2  
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50913-00000-000	FM2 CHEMICALS	\$10,000.00

POSTED  
PCT2  
COMPUTER

*[Handwritten Signature]*  
Signature of Department Head

6.6.18  
Date Signed

Ellis Co. Commissioner, Pct. 2  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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County Judge  
Commissioner Precinct #1  
Commissioner Precinct #2  
Commissioner Precinct #3  
Commissioner Precinct #4

Approved by County Auditor's Office:

*DeVonde Spurluck* 6/11/18

RECEIVED

KJ

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

JUN 07 2018

ELLIS COUNTY  
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50873	Office Equipment / <i>REPAIR</i>	\$500.00
001-0060-50801	Supplies	\$500.00
	<b>TOTAL</b>	<b>\$1,000.00</b>

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50805	Conference	\$1,000.00
	<b>TOTAL</b>	<b>\$1,000.00</b>

Digitally signed by Alberto Mares, AICP, DR  
Date: 2018.06.06 19:59:46 -05'00'

6/6/2018

Signature of Department Head

Date Signed

Department of Development  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

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- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

*DeVonde Spurlink 6/11/18*

RECEIVED F6

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

JUN 08 2018

ELLIS COUNTY  
AUDITOR

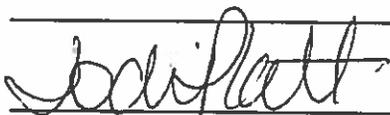
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0230-50805-00000-000	CONFERENCE	2000

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0230-50801-00000-000	SUPPLIES	2000



Signature of Department Head

Date Signed

6-Jun-18

Purchasing  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonde Spurlin 6/8/18

RECEIVED

JUN 11 2018

F7

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

ELLIS COUNTY  
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-50801-00000-000	Supply	\$750.00
001-0450-50835-00000-000	Training	\$934.00
001-0450-50689-00000-000	GIS Software Contract	\$600.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-50808-00000-000	Auto Gas	\$750.00
001-0450-50805-00000-000	Conference	\$934.00
001-0450-50805-00000-000	Conference	\$600.00

Tim Birdwell

*Tim Birdwell*  
Signature of Department Head

6/11/2018

Date Signed

Ellis County Fire Marshal

Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

*DeVonda Spaulden* 6/11/18

**ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT**

JUN 11 2018  
ELLIS COUNTY  
AUDITOR

F8

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-50808-00000-000	Auto Gas	\$300.00
001-0430-50808-00000-000	Auto Gas	\$1,000.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430- <sup>50808</sup> <del>50809</del> -00000-000	Emergency Management Contract Services	\$300.00
001-0430-50976-00000-000	Preparedness Fair	\$1,000.00

*Tim Birdwell*

TIM BIRDWELL, EMC  
*Signature of Department Head*

06.10.2018  
*Date Signed*

EMERGENCY MANAGEMENT  
*Department*

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

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\_\_\_\_\_  
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County Judge  
Commissioner Precinct #1  
Commissioner Precinct #2  
Commissioner Precinct #3  
Commissioner Precinct #4

Approved by County Auditor's Office:

*DeVonde Spaulock 6/11/18*

F9

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

RECEIVED

JUN 13 2018

ELLIS COUNTY  
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

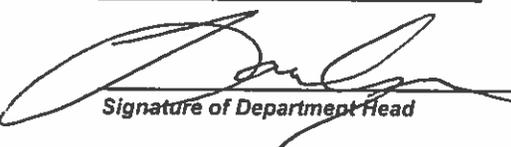
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50807-00000-000	FM2 GENERAL EXPENSES	\$5,000.00

POSTED  
PCT2  
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50909-00000-000	FM2 REPAIRS PARTS	\$5,000.00

POSTED  
PCT2  
COMPUTER



Signature of Department Head

6.12.18  
Date Signed

Ellis Co. Commissioner, Pct. 2  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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

County Judge  
Commissioner Precinct #1  
Commissioner Precinct #2  
Commissioner Precinct #3  
Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonda Spurlin 6/13/18

F10

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

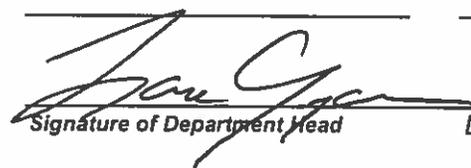
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
004-0652-30301-00000-000	RB2 FUND BALANCE CARRY OVER	190,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
004-0652-50807-00000-000	RB GENERAL MISC.	190,000.00

  
Signature of Department Head

6-15-18  
Date Signed

Pct. 2  
Department

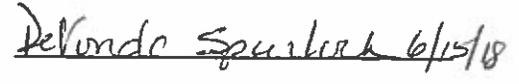
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

  
DeVonde Spunkh 6/15/18



**CERTIFICATION OF  
BUDGET TRANSFER**

**Ellis County**

DATE: \_\_\_\_\_

The commissioners court certifies that the expenditure is necessary, due to grave public necessity, to meet and unusual and unforeseen condition which could not have been included in the original adopted budget through the use of reasonable diligent thought and attention.

The court shall file a copy of its order amending the budget with the county clerk and the clerk shall attach the copy to the original budget.

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.010.

Failure to comply with this local government code results in an offense Sec. 111.012 Penalty. An offense under this section is a misdemeanor punishable by a fine of not less than \$100 or more than \$1,000, confinement in the county jail for not less than one month or more than one year, or by both fine and confinement.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017/2018

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

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

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

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

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

County Clerk: \_\_\_\_\_



AGENDA ITEM SP1  
Ellis County Commissioners' Court  
June 19, 2018



**SHORT TITLE:**  
Simplified plat of Livingston's Estate, Lot 1

**LEGAL CAPTION:**  
Consider and act on a request for a simplified plat of Livingston's Estate, Lots 1. The property contains ± 1.5401 acres of land in Claiborne Garrett Survey, Abstract No. 383 and the C.B. Boren Survey, Abstract No. 124 located south of FM 879 ± 620 feet south of FM 1722, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road & Bridge Precinct No. 2.



**APPLICANT:**  
Zack and Heidi Livingston



**PURPOSE:**  
The applicants wish to create one (1) lot with ± 1.5401 acres.



**HISTORY:**  
The City of Ennis approved this plat on May 24, 2018. There is no other subdivision history associated with this property.



**OTHER RELEVANT INFORMATION:**  
**Thoroughfare Plan**  
The adopted thoroughfare plan calls for a total right-of-way dedication of fifty (50) feet from the centerline of FM 879. The plat shows the required right-of-way dedication.



**ANALYSIS:**  
The plat meets all the requirements outlined in the regulations.



- ATTACHMENTS:**
1. Location Map
  2. Simplified Plat



**RECOMMENDATION:**  
Staff recommends approval of this request, as presented.



**DEPARTMENT OF DEVELOPMENT  
Ellis County**

: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
: 972-825-5200  
: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



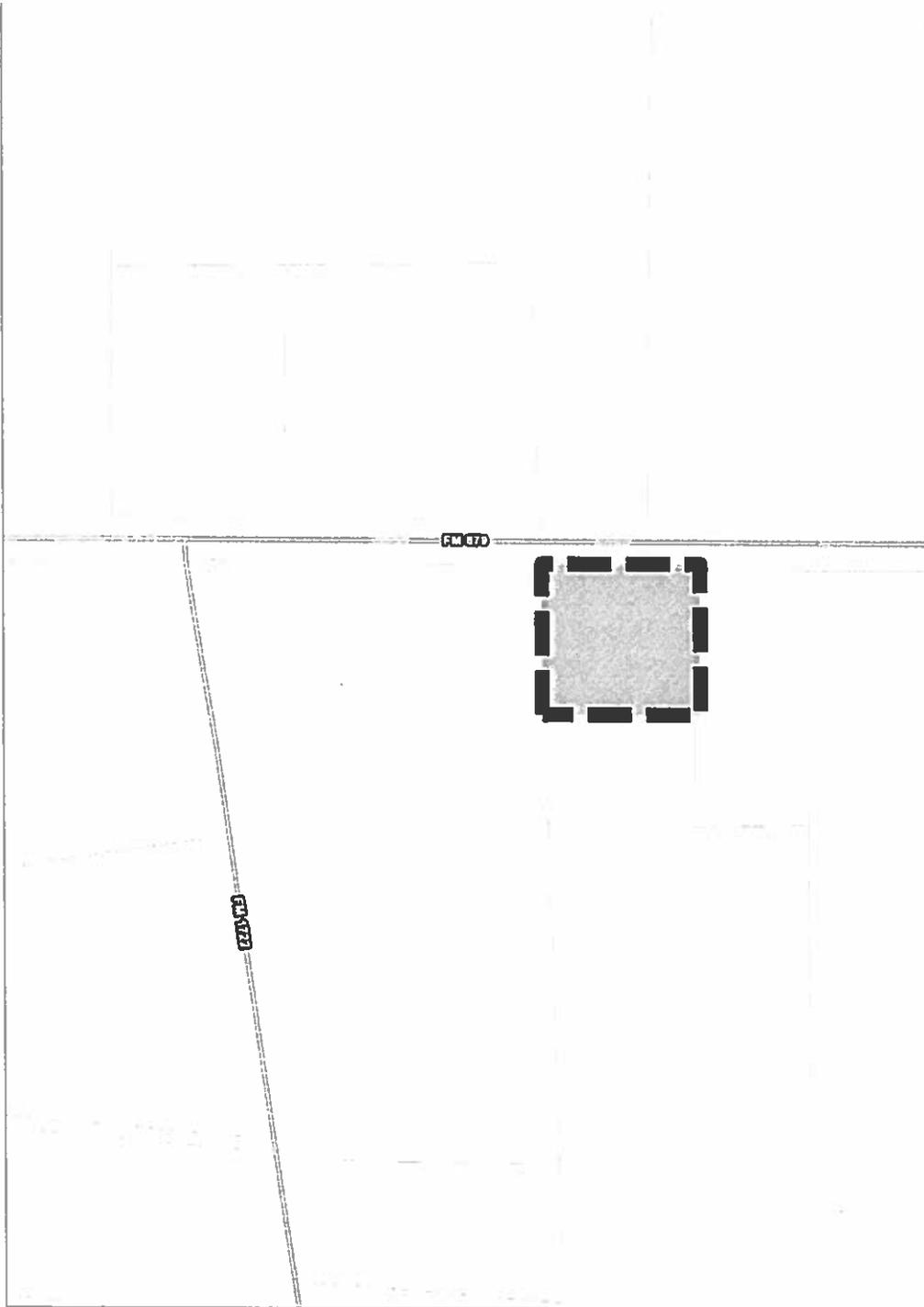
**APPROVED AND PRESENTED BY:**



Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County



ATTACHMENT NO. 1



Subject Property: Parcel ID: 264560





AGENDA ITEM SP2  
Ellis County Commissioners' Court  
June 19, 2018



**SHORT TITLE:**

Simplified plat of Palmyra Meadows, Lots 1-4

**LEGAL CAPTION:**

Consider and act on a request for a simplified plat of Palmyra Meadows, Lots 1-4. The property contains ± 18.591 acres of land in the J.W. Baker Survey, Abstract No. 35 located at the southeast intersection of Palmyra Road and Hunsucker Road, Ferris, Road & Bridge Precinct No. 1.



**APPLICANT:**

Clay Sibley



**PURPOSE:**

The applicant wishes to subdivide this property into four (4) lots along Palmyra Road. The lots are all between ± 4.358 and ± 4.665 acres.



**HISTORY:**

There is no other history associated with this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan**

This plat shows a total right-of-way dedication of forty (40) feet along the centerline of Palmyra Road. This plat shows the necessary right-of-way dedication for this road.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**ATTACHMENTS:**

1. Location Map
2. Simplified Plat



**RECOMMENDATION:**

Staff recommends approval of this request, as presented.



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
: 972-825-5200  
: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



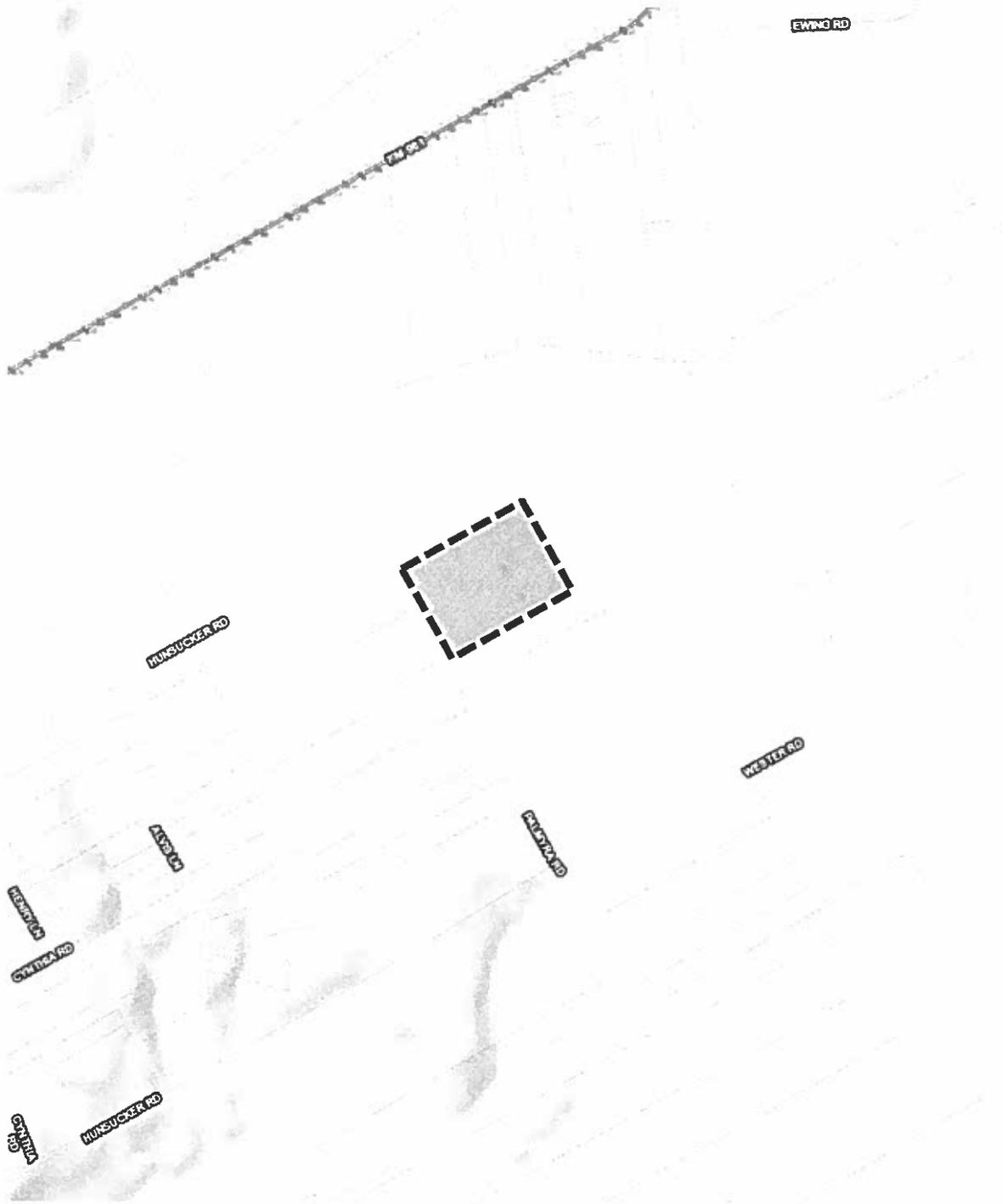
**APPROVED AND PRESENTED BY:**



Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County



ATTACHMENT NO. 1



Subject Property: 179345





AGENDA ITEM 1.1  
Ellis County Commissioners' Court  
June 19, 2018



**SHORT TITLE:**

Preliminary plat of Prairie Ridge, Phase 1

**LEGAL CAPTION:**

Consider and act on a request for a preliminary plat of Prairie Ridge, Phase 1. The property contains ± 52.358 acres of land in the John Stewart Survey, Abstract No. 961 located at the intersection of U.S. Highway 287 and Prairie Ridge Boulevard in the city limits of Grand Prairie and the extraterritorial jurisdiction (ETJ) of the City of Grand Prairie, Road & Bridge Precinct No. 4.



**APPLICANT:**

PRA Prairie Ridge Development Corp.



**PURPOSE:**

The applicant wishes to subdivide this property into one hundred eighty-five (189) residential lots and four (4) non-residential lots.



**HISTORY:**

Although the Prairie Ridge subdivision is in the ETJ of the City of Grand Prairie, a special district created by both Ellis County and Johnson County governs this area. The Commissioners' Court approved Fresh Water Supply District No. 1 on August 26, 2004. The City of Grand Prairie, Prairie Ridge, the Board of Directors of both the Ellis County and Johnson County Fresh Water Supply Districts signed a Developer's Agreement between August and November 2005. That agreement gave the City of Grand Prairie exclusive jurisdiction over "*subdivision, plats, and development permits with respect to the Land*" if the execution of an amended interlocal agreement was signed within 60 days of this agreement. No such document exists.

The City of Grand Prairie approved the preliminary plat on September 8, 2008. The Ellis County Commissioners' Court approved the preliminary plat on October 13, 2008.

The Commissioners' Court approved variances for this development for the following items listed below at its meeting on September 22, 2008. The minimum lot sizes were spelled out in the Developer's Agreement executed in 2005.



- 50-foot right-of-way with curb and gutter (County requirement is 60-foot right-of-way with bar ditch section).
- 1,000-foot spacing requirement between streets.
- 20-foot front building setback lines (County requirement is 40 feet).
- 6-foot side yard setback (County requirement is 10 feet).
- 15-foot utility easement along the front and 5-foot utility easement along the rear (County requirement is 20-foot utility easement along the front and rear of each lot).

The City of Grand Prairie approved a plat extension on November 30, 2009, but the developer never filed a final plat to solidify the preliminary plat approval. Therefore, the preliminary plat expired on December 1, 2010. Years later, the City of Grand Prairie approved a new preliminary and final plat, but the County never saw or approved either, thus bringing us to the point. They approved the final plat on October 2, 2017.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

There are no thoroughfares shown within this proposed development.



**ANALYSIS:**

The fresh water district will service all the future infrastructure for this proposed subdivision (roads, water, sewer) through the City of Grand Prairie and meet all their requirements and standards. As this is the case, staff will recommend that an amended Developer's Agreement and amended Interlocal Agreement be executed to ensure all future plat and infrastructure approvals are exclusively Grand Prairie's to review.

This plat meets all the requirements outlined in the adopted regulations outlined in the Developer's Agreement and Ellis County regulations, where applicable.



**ATTACHMENTS:**

1. Location Map
2. Grand Prairie Approval
3. Preliminary Plat



**RECOMMENDATION:**

Staff recommends approval of this request, as presented.



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

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



**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator

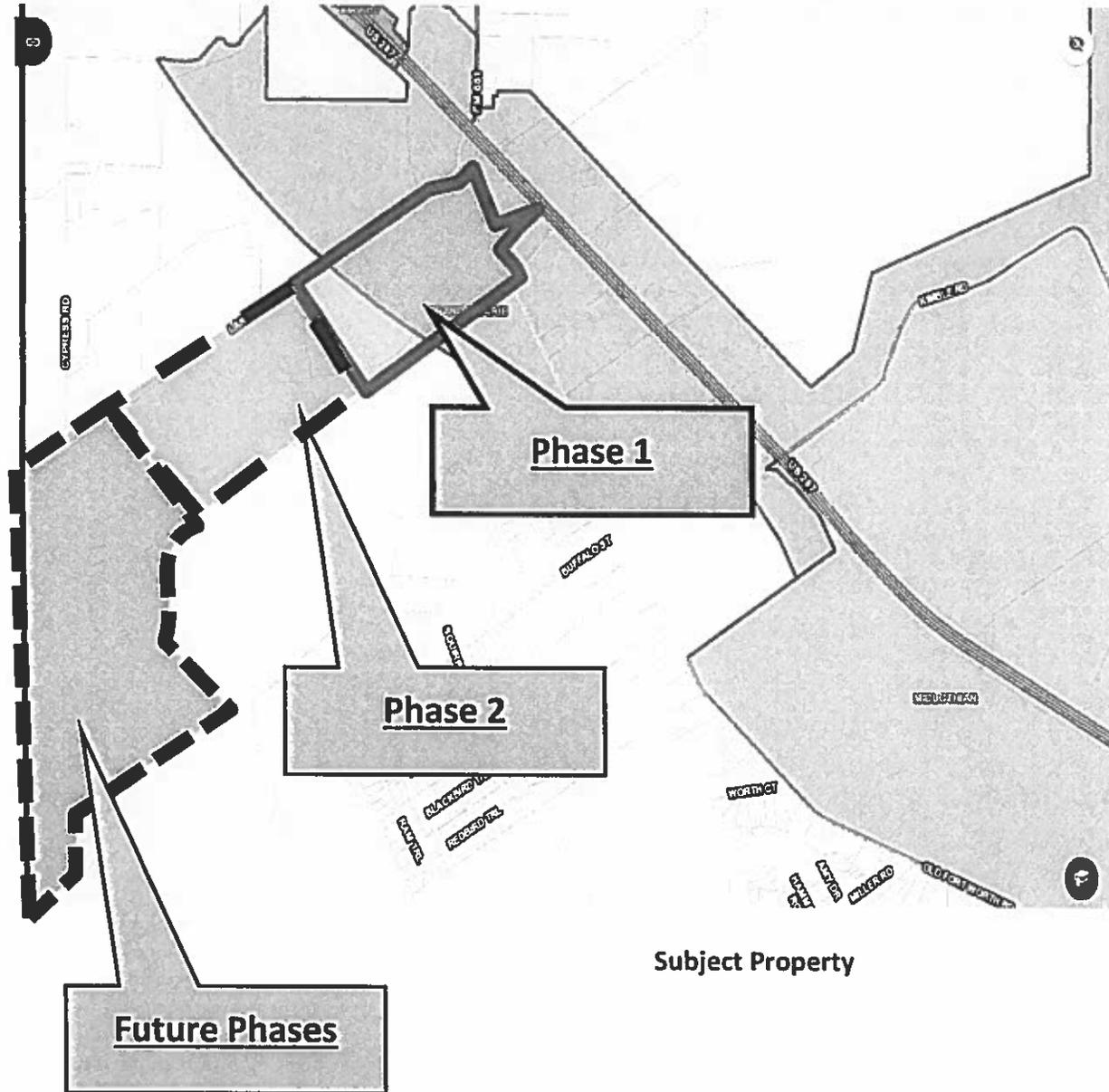


**APPROVED AND PRESENTED BY:**

Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County



ATTACHMENT NO. 1





ATTACHMENT NO. 2



Brian R. Wade  
300 Municipal Drive  
Richardson, Texas 75080

P & Z. Result Notification

RE: P060804A  
Prairie Ridge Phase IP060804A

This Preliminary Plat was approved by Planning and Zoning Commission on September 8, 2008 . The specifics of approval can be determined by contacting the Planning Department at 972-237-8255.

Please note since this is a Preliminary Plat, building permits and/or a Certificate of Occupancy will not be issued until the final Mylar has been filed.

If this Preliminary Plat is not filed within one year from the date of the Approval, the process becomes void. A new submittal will be required.

Thank you,

Linda Hughes  
Sr. Administrative Clerk  
Planning and Development

CC: Petott Barraza







**AGENDA ITEM 1.2**  
Ellis County Commissioners' Court  
June 19, 2018



**SHORT TITLE:**

Preliminary plat of Prairie Ridge Phase 2.

**LEGAL CAPTION:**

Consider and act on a request for a preliminary plat of Prairie Ridge, Phase 2. The property contains ± 68.8 acres of land in the John Stewart Survey, Abstract No. 961 located at the intersection of U.S. Highway 287 and Prairie Ridge Boulevard the extraterritorial jurisdiction (ETJ) of the City of Grand Prairie, Road & Bridge Precinct No. 4.



**APPLICANT:**

PRA Prairie Ridge Development Corp.



**PURPOSE:**

The applicant wishes to subdivide this property into one hundred sixty-seven (167) lots



**HISTORY:**

Although the Prairie Ridge subdivision is in the ETJ of the City of Grand Prairie, a special district created by both Ellis County and Johnson County governs this area. The Commissioners' Court approved Fresh Water Supply District No. 1 on August 26, 2004. The City of Grand Prairie, Prairie Ridge, the Board of Directors of both the Ellis County and Johnson County Fresh Water Supply Districts signed a Developer's Agreement between August and November 2005. That agreement gave the City of Grand Prairie exclusive jurisdiction over "*subdivision, plats, and development permits with respect to the Land*" if the execution of an amended interlocal agreement was signed within 60 days of this agreement. No such document exists.

The City of Grand Prairie approved the preliminary plat on September 8, 2008. The Ellis County Commissioners' Court approved the preliminary plat on October 13, 2008.

The Commissioners' Court approved variances for this development for the following items listed below at its meeting on September 22, 2008. The minimum lot sizes were spelled out in the Developer's Agreement executed in 2005.

- 50-foot right-of-way with curb and gutter (County requirement is 60-foot right-of-way with bar ditch section).
- 1,000-foot spacing requirement between streets.



- 20-foot front building setback lines (County requirement is 40 feet).
- 6-foot side yard setback (County requirement is 10 feet).
- 15-foot utility easement along the front and 5-foot utility easement along the rear (County requirement is 20-foot utility easement along the front and rear of each lot).

The City of Grand Prairie approved this preliminary plat on June 4, 2018.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

There are no thoroughfares shown within this proposed development.



**ANALYSIS:**

The fresh water district will service all the future infrastructure for this proposed subdivision (roads, water, sewer) through the City of Grand Prairie and meet all their requirements and standards. As this is the case, staff will recommend that an amended Developer's Agreement and amended Interlocal Agreement be executed to ensure all future plat and infrastructure approvals are exclusively Grand Prairie's to review.

This plat meets all the requirements outlined in the adopted regulations outlined in the Developer's Agreement and Ellis County regulations, where applicable.



**ATTACHMENTS:**

1. Location Map
2. Preliminary Plat



**RECOMMENDATION:**

Staff recommends **approval** of this request, as presented.



**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
: 972-825-5200  
: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)

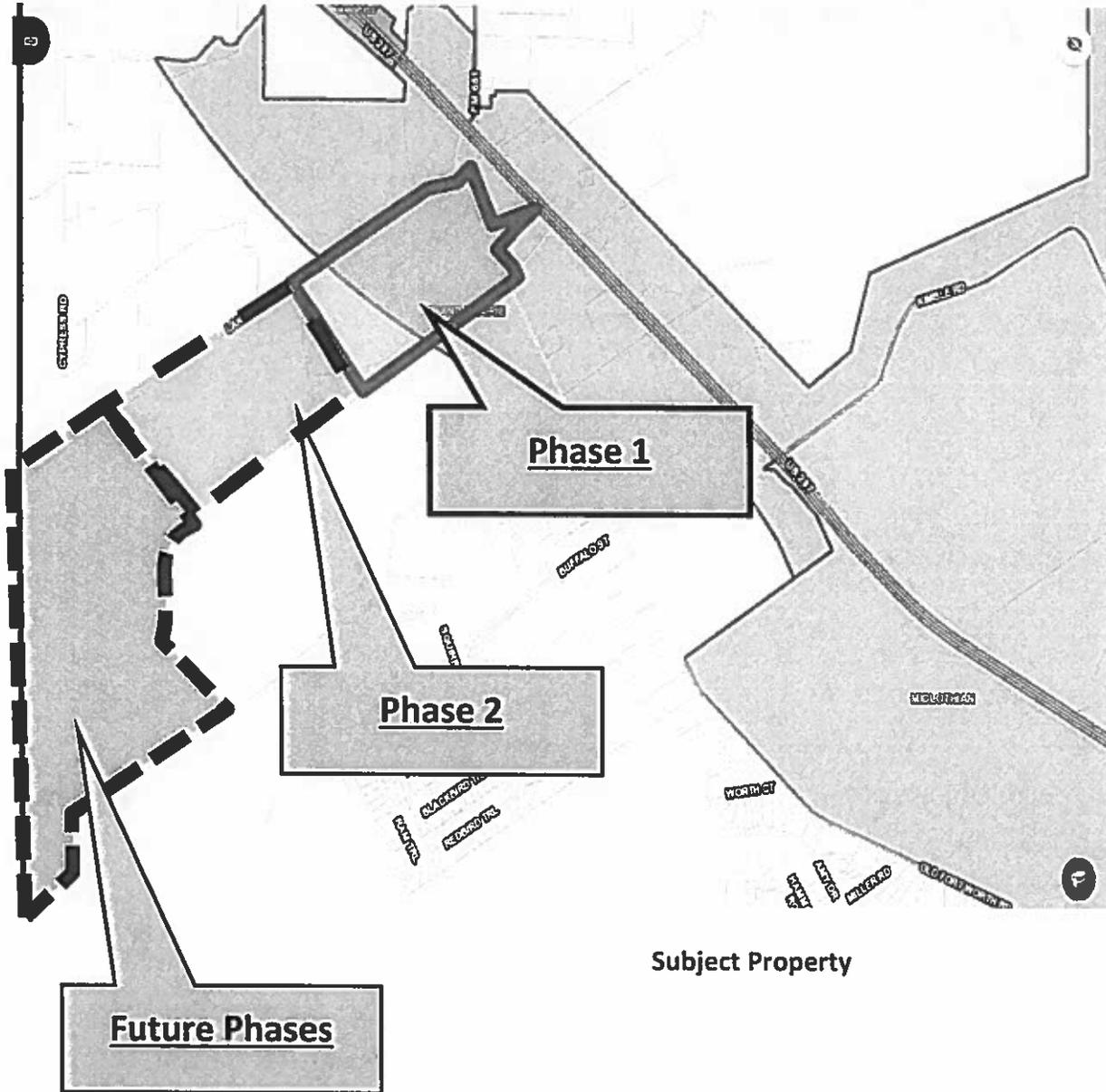


**APPROVED AND PRESENTED BY:**

Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County



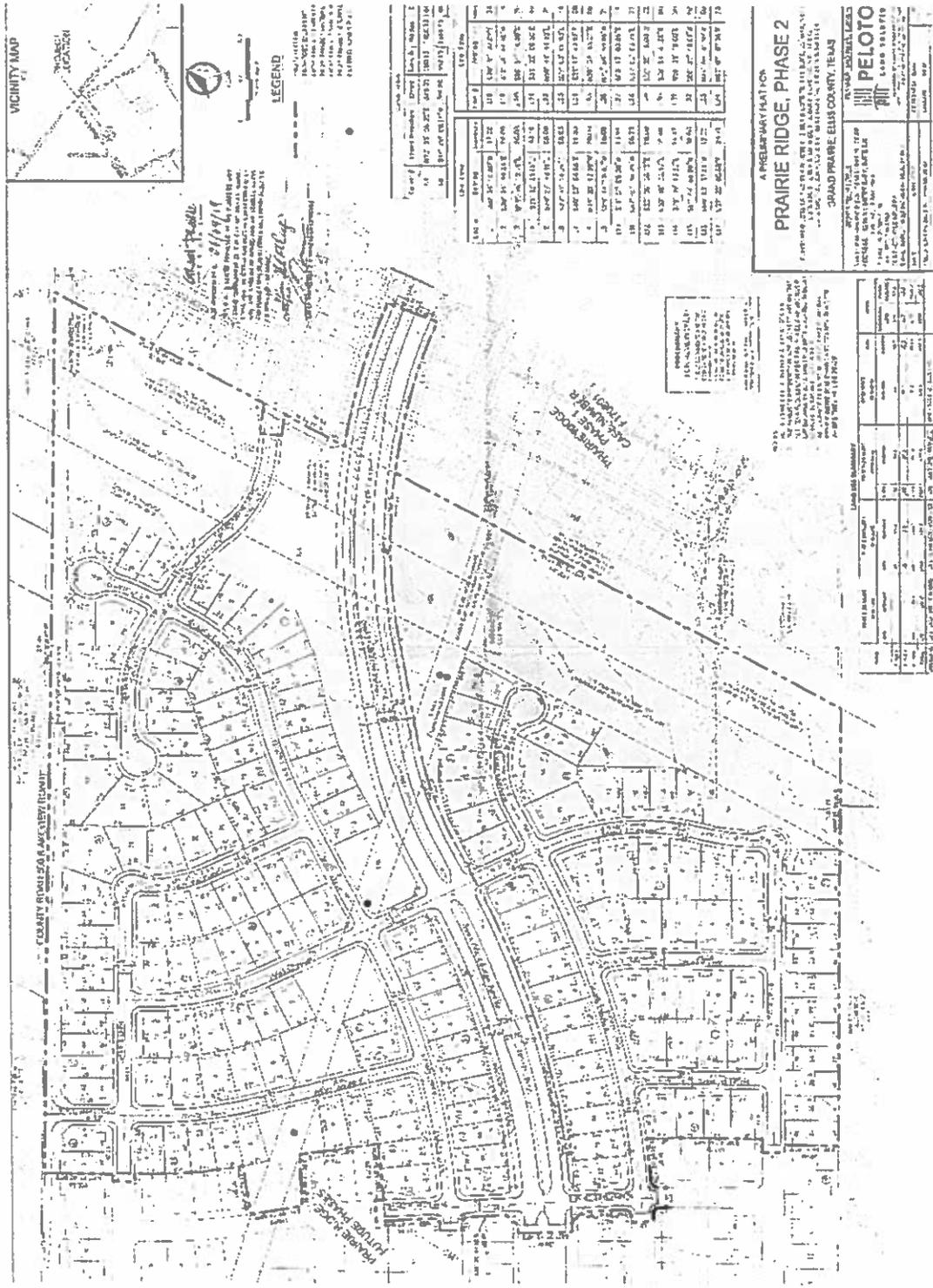
ATTACHMENT NO. 1



Subject Property



ATTACHMENT NO. 2



PROPERTY LIST

Lot No.	Area (Acres)	Area (Sq. Ft.)
1	0.10	4,356
2	0.10	4,356
3	0.10	4,356
4	0.10	4,356
5	0.10	4,356
6	0.10	4,356
7	0.10	4,356
8	0.10	4,356
9	0.10	4,356
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97	0.10	4,356
98	0.10	4,356
99	0.10	4,356
100	0.10	4,356

A PRELIMINARY PLAN FOR  
**PRAIRIE RIDGE, PHASE 2**  
Grand Prairie, Ellis County, Texas

PELOTO

PELOTO



AGENDA ITEM 1.3  
Ellis County Commissioners' Court  
June 19, 2018



**SHORT TITLE:**

Release Maintenance Bond for Summit Estates, Phase 2

**LEGAL CAPTION:**

Consider and act upon a request to release Maintenance Bond No. PB248450007 issued by Philadelphia Indemnity Insurance Company, in the amount of three hundred thirty-two thousand three hundred sixty dollars (\$332,360.00) for Summit Estates, Phase 2 located in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT(S):**

JHDMC, LLC



**PURPOSE:**

The applicant is requesting the County to release the Maintenance Bond for Summit Estates, Phase 2. The Commissioners' Court approved a final plat for this 50-lot subdivision at its meeting on April 26, 2016. The initial issue date for this bond was April 21, 2016, specifically for streets, roads, and drainage requirements.



**ANALYSIS:**

The County has inspected all roads and infrastructure and determined to be "substantially complete" and meets all regulations and requirements set forth by the County.



**RECOMMENDATION:**

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

- 1) **Approve** this request to release the Maintenance Bond No. PB248450007, issued by Philadelphia Indemnity Insurance Company, for \$332,360.00 for Summit Estates, Phase 2 as presented.
- 2) The infrastructure within Summit Estates, Phase 2 is built to County requirements and accepted as owned and maintained by Ellis County.



**ATTACHMENTS:**

1. Location Map
2. Copy of Maintenance Bond

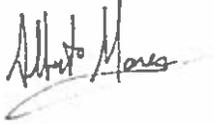


**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



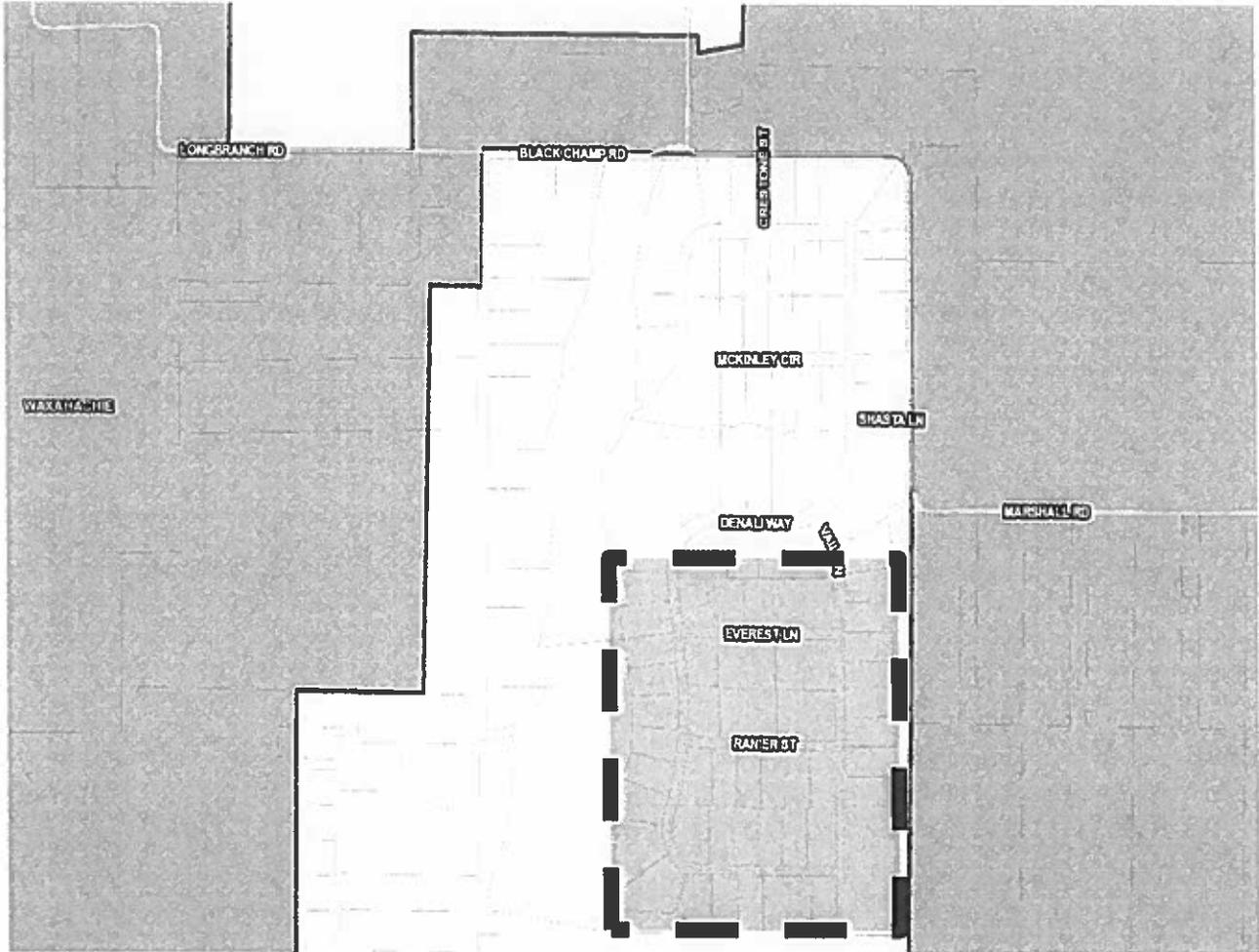
**APPROVED AND PRESENTED BY:**



Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County



ATTACHMENT NO. 1



**Subject Property**





AGENDA ITEM 1.4  
Ellis County Commissioners Court  
June 19, 2018



**SHORT TITLE:**

Road frontage variance for Alton Lane

**LEGAL CAPTION:**

Consider and act upon a request to grant a one-time variance from Section VIII-A (Residential Lots) of the adopted Rules & Regulations to allow construction of up to two (2) single-family residence on each property along Alton Lane (a private road) with Property ID 177423 & 177431 without meeting the required road frontage requirement, located in Ennis, Road & Bridge Precinct No. 2



**APPLICANT(S):**

Marvine Hart and Laurie Walker



**PURPOSE:**

The applicants wish to build up to two (2) single-family residences on each property, that was illegally subdivided years.



**HISTORY:**

Although there is no history on either of these properties, the Commissioners' Court granted a similar variance request for property right across the street.



**OTHER RELEVANT INFORMATION:**

Section XI (B) outlines the criteria below for granting relief from the rules and regulations.

1. *That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*
2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,*
3. *That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,*
4. *That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*



**ANALYSIS:**

Combined, both tracts of land have approximately 970 feet of road frontage, enough to split the property into four (4) lots, a variance is necessary for development to occur as it currently faces a private road.

Staff has been researching how other counties regulate development along private streets to reduce the amount of these types of variance requests. Based on that research, staff will look to bring those for formal adoption sometime within the next month.



**RECOMMENDATION:**

Staff recommends approval of this variance to Section VIII-A (Residential Lots) of the Rules and Regulations, subject to the following conditions:

- 1) A plat shall be submitted for review before the issuance of any building permits and no more than two lots.
- 2) Both development and OSSF permits shall be submitted for review before the construction of any structures on either lot.
- 3) No more than two (2) habitable single-family structure shall be allowed on each of the two (2) lots (for a total of up to four habitable structures).
- 4) No other subdivision of property can occur on these properties until it can meet the current development regulations.
- 5) The property shall meet other applicable requirements in effect at the time of platting or permitting.



**ATTACHMENTS:**

1. Applicant's Request
2. Draft Order with Aerial Map & Survey



**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
: 972-825-5200  
: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**APPROVED AND PRESENTED BY:**

Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County



DEPARTMENT OF DEVELOPMENT  
Ellis County

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

ATTACHMENT NO. 1

April 1, 2018

Dear Commissioners Court,

Re: Variances for 2 A Garza Ennis, Texas 75119

In 1978 our grandmother surveyed and divided her 87.29 acres between her 10 children. Our mother received the home place which is 9.72 acres. After the death of her brother she purchased the 9.72 that joins her land. This land is located in Ennis, Texas off of Hwy. 34 and is identified as Property ID 177423 & 177431. There is an easement from Hwy 34 to get to the property. Our Father passed away in March of 2012 and our Mother passed away in April 2017. We inherited this property from our parents. There is a Rice Water Supply meter on one of the parcels of land. We both have 2 grown children and are asking for 2 variances per 9.72 acres of land (a total of 4 variances). This will enable our children to build on this land in the future if they choose. If not, the land could be sold with the variances and the buyers would be able to develop. Thanking you in advance.

Sincerely,

Marvin Dwayne Hart & Laurie Hart Walker

*M-D Hart*  
*Laurie Hart Walker*



**ATTACHMENT NO. 2**

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

On this the 19th day of June 2018, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

**COUNTY JUDGE:**

- Judge Carol Bush

**COMMISSIONERS:**

- Randy Stinson, Commissioner, Pct. 1
- Paul Perry, Commissioner, Pct. 3
- Lane Grayson, Commissioner, Pct. 2
- Kyle Butler, Commissioner, Pct. 4

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

**AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS GRANTING A ONE-TIME VARIANCE FROM SECTION VIII (A) (RESIDENTIAL LOTS) OF THE COUNTY OF ELLIS RULES, REGULATIONS AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED HOMES ALLOWING CONSTRUCTION OF UP TO TWO (2) SINGLE-FAMILY RESIDENCE ON EACH PROPERTY ALONG ALTON LANE (A PRIVATE ROAD) WITH PROPERTY ID 177423 & 177431 WITHOUT MEETING THE REQUIRED ROAD FRONTAGE REQUIREMENT, LOCATED IN ENNIS, ROAD & BRIDGE PRECINCT NO. 2. PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “A,” PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE**

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

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



**SECTION 1. GRANTING OF A VARIANCE.**

The Commissioners' Court finds that the variance criteria outlined in Section XI (B) of the "County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes apply and are set forth above are incorporated into the body of this order as if fully set forth herein, and the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.

**SECTION 2. CONDITIONS OF APPROVAL.**

The variance for the above-described properties is hereby granted one-time variances from the Ellis County Rules for relief on the 150 feet of road frontage requirement, subject to the following conditions:

- 1) A plat shall be submitted for review before the issuance of any building permits and no more than two (2) lots.
- 2) Both development and OSSF permits shall be submitted for review before the construction of any structures on either lot.
- 3) No more than two (2) habitable single-family structure shall be allowed on each of the two (2) lots (for a total of up to four habitable structures).
- 4) No other subdivision of property can occur on these properties until it can meet the current development regulations.
- 5) The property shall meet other applicable requirements in effect at the time of platting or permitting.

**SECTION 3. CONFLICTS.**

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

**SECTION 4. SEVERABILITY CLAUSE**

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

**SECTION 5. EFFECTIVE DATE.**

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



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
: 972-825-5200  
: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 19<sup>TH</sup> DAY OF JUNE 2018.**

\_\_\_\_\_  
Carol Bush, County Judge

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

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

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

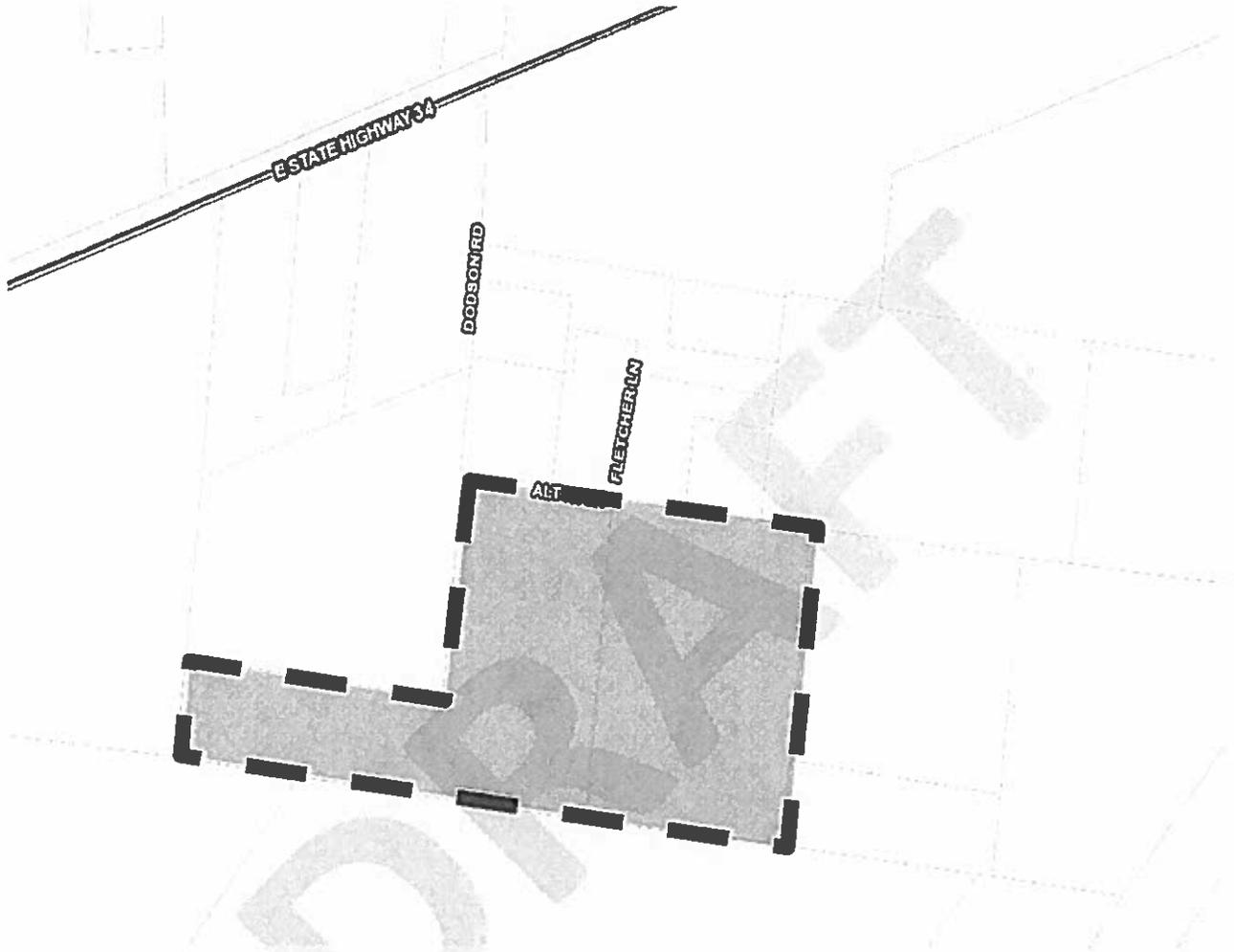
\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Cindy Polley, County Clerk



EXHIBIT A  
Location Map & Survey



Subject Property



**SURVEY PLAT**

**TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:**

This is to certify that the above described land and contents were surveyed on the several of property located at [illegible] in the County of [illegible] State of Texas, according to the [illegible] of [illegible] County, Texas.



The plat herein is a true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the area, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distances indicated, and that the distance from the nearest intersecting street, or road, is as shown on said plat.

THERE ARE NO UNRECORDED, COLLICITS, OR RESTRICTIONS, ETC.

Scale: 1" = 400'  
Date: 3-6-99

*[Signature]*  
Registered Public Surveyor



AGENDA ITEM 1.5  
Ellis County Commissioners Court  
June 19, 2018



**SHORT TITLE:**

Variations to allow a second residential dwelling on property with less than two acres.

**LEGAL CAPTION:**

Consider and act upon a request to grant a variance for a one-time variance from Section VIII (A) (Residential Lots) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes and Section 10 (Amendments) of Ellis County Order 182.11 (Septic Order) to allow a second residential dwelling structure on property that has less than two (2) acres and connect to an on-site sewage facility. The property contains ± 0.51 acres of land located in Lot 19 of the Twin Tree Addition (more commonly known as 138 Anderson Road), Red Oak, in Road & Bridge Precinct No. 4.



**APPLICANT(S):**

John Rowe



**PURPOSE:**

The applicant is requesting a variance to Section VII (A) of the Rules and Regulations and Section 10 of the Ellis County Septic Order to allow a secondary dwelling unit (small trailer) on property containing approximately one-half (½) acre and connecting it an existing onsite sewage facility with the use of a lift station. The applicant has stated the need for this accessory dwelling unit is to take care of his disabled sister.

Under the current regulations, each additional dwelling unit on the same property requires an additional acre. The variance desired is for one and one-half (1.5) acres as this current situation requires two (2) total net acres.



**HISTORY:**

The department has no record of the type of capacity of the existing on-site sewage facility system for this property. However, a likely guess is that it is sized to meet the minimum residential standards. Also, this property is grandfathered under the old septic regulations with a plat approval date of August 1982.

The previous residential trailer was in place since 2015. However, the Department of Development became aware of the violation in early 2017. Once aware, the secondary residence was removed after staff worked in concert with the property owner to achieve compliance. After more than a year, the applicant has made numerous unsuccessful attempts to come up with alternatives and has exhausted all options and has offered up voluntary conditions of approval.



**OTHER RELEVANT INFORMATION:**

**Excerpts from the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes:**

Section VIII (A) reads as follows: *"Lots served by a public water supply but using individual on-site sewage facilities for sewage disposal shall have a minimum surface area of at least one useable acre for any O.S.S.F. systems, and a minimum of one hundred fifty (150') feet of a County or State road frontage from front of lot to back of lot. Lots facing another public street thoroughfare must comply with corresponding entity requirements."*

Section XI (A) allows the Court to authorize relief from the regulations as stated below: *"The Commissioners' Court may authorize relief from these rules, regulations, and specifications in an open session when it is clearly shown that the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision."*

Section XI (B) outlines some criteria for granting relief from the rules and regulations. It states, *"No relief shall be authorized unless the Commissioners' Court finds:*

1. *That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*
2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,*
3. *That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,*
4. *That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*

**Excerpts from the Ellis County Septic Order:**

Section 10 (F) of the Septic Order reads as follows: *All platted or created subdivisions of single-family dwellings using individual on-site sewage facilities for sewage disposal shall have lots of at least one (1) acre.*

**Excerpts from Texas Administrative Code, Chapter 285**

**Chapter 285.3 (h) Variances.**

*Requests for variances from provisions of this chapter may be considered by the appropriate permitting authority on a case-by-case basis.*

- (1) *A variance may be granted if the owner, or a professional sanitarian or professional engineer representing the owner, demonstrates to the satisfaction of the permitting*



*authority that conditions are such that equivalent or greater protection of the public health and the environment can be provided by alternate means. Variances for separation distances shall not be granted unless the provisions of this chapter cannot be met.*

*(2) Any request for a variance under this subsection must contain planning materials prepared by either a professional sanitarian or a professional engineer (with appropriate seal, date, and signature)*



**ANALYSIS:**

Section 10 (F) of the Septic Order requires one (1) acre for on-site sewage facilities. As this Order was approved in 2011, this property is grandfathered. However, any new development must adhere to the current regulations. The Septic Order does not provide a variance or appeal process, so the default regulation is Chapter 285 of the Texas Administrative Code. Chapter 285.3 (h) grants the permitting authority to grant variances on a case-by-case basis. The Department of Development does not support a variance to this request either as it "does not demonstrate equivalent or greater protection of the public health and the environment."



**RECOMMENDATION:**

Staff recommends **approval** of this variance requests, subject to the following conditions:

1. Prior to the issuance of any OSSF or development permit, a registered sanitarian shall determine if capacity exists to handle this request.
2. In the event the existing system cannot handle the capacity of the current request, a design for a new on-site sewage facility system shall be submitted for review simultaneously with the building permit for the secondary dwelling units.
3. A new septic system design shall be submitted and subject to approval in the event the existing system fails at any point.
4. No additional dwelling structures shall be placed on the existing site.
5. No other family member besides the applicant's sister shall reside in the secondary dwelling unit.
6. The property owner and existing individual family member residing in the secondary dwelling unit shall register with the Department of Development under the "family variance" provision.
7. This variance is valid for five (5) years from approval and shall be up for renewal every two (2) years after that.
8. The variance shall discontinue immediately upon the passing of the existing individual family member residing in the secondary dwelling unit as stated in the "family variance" provision.
9. Disconnection and removal of the existing secondary dwelling unit shall occur immediately within thirty (30) days upon the situation described in Condition No. 8.



**ATTACHMENTS:**

1. Applicant's request
2. Draft Order with Map

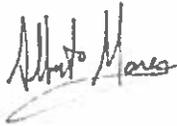


**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



**APPROVED AND PRESENTED BY:**



Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

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

**ATTACHMENT NO. 1**



**ATTACHMENT NO. 2**

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

On this the 19th day of June 2018, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

**COUNTY JUDGE:**

- Judge Carol Bush

**COMMISSIONERS:**

- Randy Stinson, Commissioner, Pct. 1
- Paul Perry, Commissioner, Pct. 3
- Lane Grayson, Commissioner, Pct. 2
- Kyle Butler, Commissioner, Pct. 4

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

**AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS GRANT A VARIANCE FOR A ONE-TIME VARIANCE FROM SECTION VIII (A) (RESIDENTIAL LOTS) OF THE COUNTY OF ELLIS RULES, REGULATIONS AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED HOMES AND SECTION 10 (AMENDMENTS) OF ELLIS COUNTY ORDER 182.11 (SEPTIC ORDER) TO ALLOW A SECOND RESIDENTIAL DWELLING STRUCTURE ON PROPERTY THAT HAS LESS THAN ONE (1) ACRE AND CONNECT TO AN ONSITE SEWAGE FACILITY. THE PROPERTY CONTAINS ± 0.51 ACRES OF LAND LOCATED IN LOT 19 OF THE TWIN TREE ADDITION (MORE COMMONLY KNOWN AS 138 ANDERSON ROAD), RED OAK, IN ROAD & BRIDGE PRECINCT NO. 4. PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "A," PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

**SECTION 1. GRANTING OF A VARIANCE.**

The Commissioners' Court finds that the variance criteria outlined in Section XI (B) of the "County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes and the Ellis County Septic Order



apply and are set forth above are incorporated into the body of this order as if fully set forth herein, and the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.

**SECTION 2. CONDITIONS OF APPROVAL.**

The variance for the above-described properties is hereby granted one-time variances from the Ellis County Rules for relief on the 150 feet of road frontage requirement, subject to the following conditions:

- 1) Prior to the issuance of any OSSF or development permit, a registered sanitarian shall determine if capacity exists to handle this request.
- 2) In the event the existing system cannot handle the capacity of the current request, a design for a new on-site sewage facility system shall be submitted for review simultaneously with the building permit for the secondary dwelling units.
- 3) A new septic system design shall be submitted and subject to approval in the event the existing system fails at any point.
- 4) No additional dwelling structures shall be placed on the existing site.
- 5) No other family member besides the applicant's sister shall reside in the secondary dwelling unit.
- 6) The property owner and existing individual family member residing in the secondary dwelling unit shall register with the Department of Development under the "family variance" provision.
- 7) This variance is valid for five (5) years from approval and shall be up for renewal every two (2) years after that.
- 8) The variance shall discontinue immediately upon the passing of the existing individual family member residing in the secondary dwelling unit as stated in the "family variance" provision.
- 9) Disconnection and removal of the existing secondary dwelling unit shall occur immediately within thirty (30) days upon the situation described in Condition No. 8.

**SECTION 3. CONFLICTS.**

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

**SECTION 4. SEVERABILITY CLAUSE**

If any section, paragraph, sentence, phrase, or word in this order is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this order; and the Commissioners Court hereby declares



it would have passed such remaining portions of the Order despite such invalidity, which remaining portions shall remain in force and effect

**SECTION 5. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 19<sup>TH</sup> DAY OF JUNE 2018.**

\_\_\_\_\_  
Carol Bush, County Judge

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

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

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

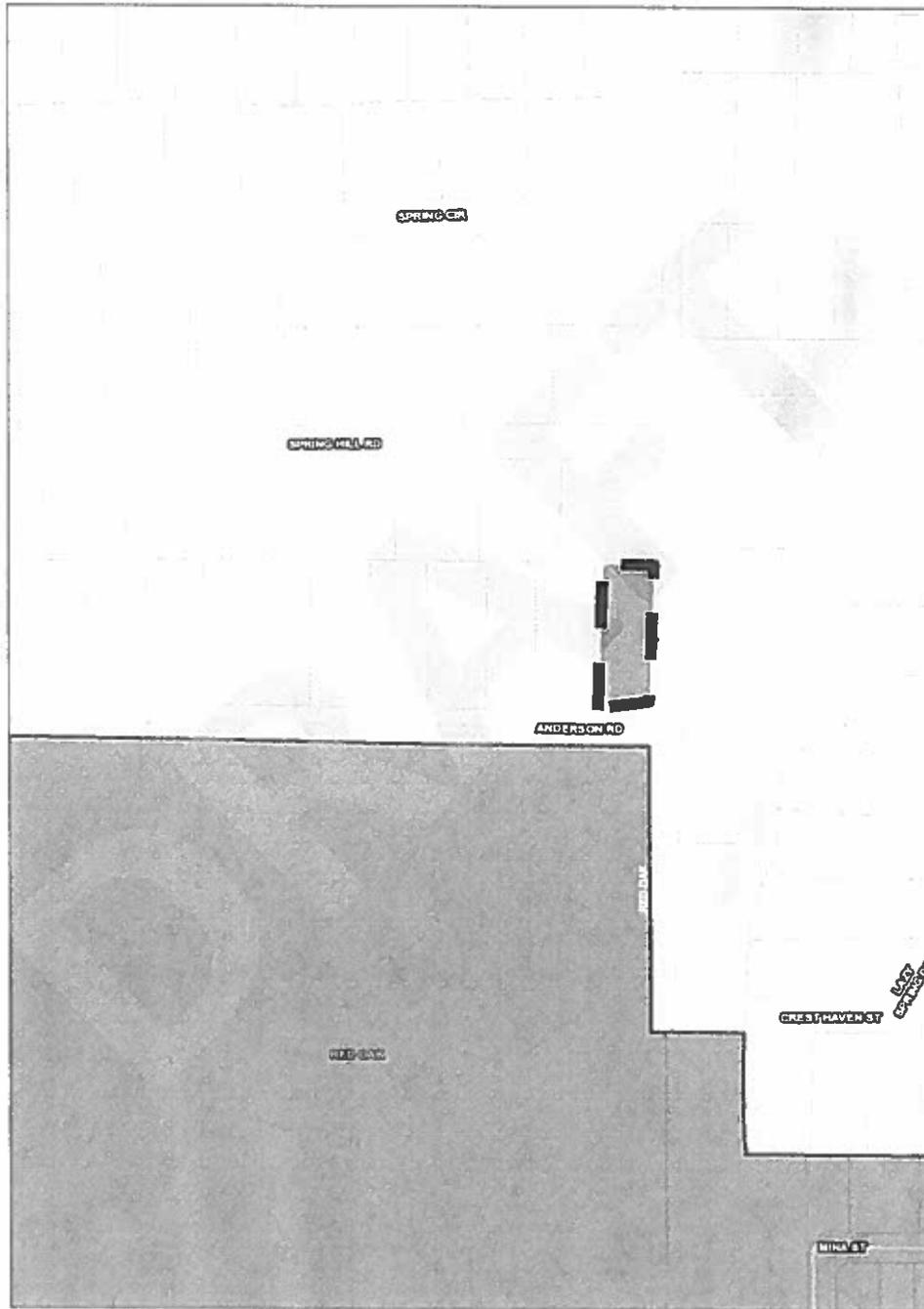
\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Cindy Polley, County Clerk



EXHIBIT A  
Location Map & Survey



Subject Property



AGENDA ITEM 2.1  
Ellis County Commissioners' Court  
June 19, 2018



**SHORT TITLE:**

Contract approval for Thoroughfare Plan update with Freese & Nichols, Inc.

**LEGAL CAPTION:**

Consider and act upon a professional services agreement with Freese & Nichols, Inc. for the Ellis County Long Range Thoroughfare Plan Review and Update.



**HISTORY:**

At its December 19, 2017 meeting, the Commissioners' Court unanimously selected Freese & Nichols, Inc. as the firm to perform the Thoroughfare Plan update and enter into exclusive negotiations to establish the final scope of work, establish the cost of services, produce a firm schedule to form a contract.

After a few months of negotiating the cost and scope, staff is ready to present the contract to proceed with this project. Below are some of the highlights of that contract:

- FNI will coordinate and collect relevant transportation planning documents, including existing thoroughfare plans from Tx-DOT, NCTCOG, other agencies, adjacent counties, and cities and towns within the county.
- The FNI Team will meet with the County and/or a project steering committee to identify long-term vision and goals of the thoroughfare network.
- FNI will conduct input meetings with the County to identify critical current transportation issues or areas of concern within the county, essential mobility needs and desires for short-term and long-term thoroughfare improvements from communities, stakeholders, and affected agencies.
- FNI will meet with the Committee up to three (3) times at milestone dates throughout the study and provide feedback to study elements, as developed.
- FNI will Review existing traffic studies and review NCTCOG's latest (2045) travel demand model to assess the implications of forecasted growth on the thoroughfare network from an existing, mid-term and long-term perspective.
- FNI will update thoroughfare network and associated functional classifications, as necessary to facilitate long-term mobility needs of the county.



- FNI Team will define system improvements needed to address growth and system development, as well as, transportation planning issues identified as part of stakeholder input.
- A total of eleven (11) meetings for FNI participation are included in this project.
  - Stakeholder Input (Task A.3.1 and A.3.1.2) – 2 meetings
  - Town Hall Meetings (Initial Input -A.3.1.3 and Draft Plan C.1) – 2 meetings
  - Input at a county-wide event (A.3.1.4) – 1 event
  - Steering Committee Meetings (Task A.3.2) –3 meetings
  - Commissioner Court/Public Hearing (Task C.2) – 2 meetings
  - Project Initiation Meeting (Task D.1) – 1 meeting
- The time for the preparation of the Thoroughfare Plan is expected to occur 12-14 months.
- The base cost of the project is \$97,675 with optional additional services provided.



**ANALYSIS:**

Overall, the proposed scope within the services agreement submitted will give the County project it needs to meet future mobility needs based on the current growth trends occurring. However, staff is asking for some optional additional services to be available in case they are needed. Some optional services staff foresees include one (1) additional town hall meeting, one (1) additional county event, but more importantly two (2) TransCADD network modeling scenarios, and up to two (2) demographics reallocation scenarios.



**RECOMMENDATION:**

Staff recommends approval of the professional services agreement with Freese & Nichols in the amount of \$97,675 with some optional additional services not to exceed \$20,000 if additional services are considered vital to the scope and success of the project by staff and the Commissioners' Court.



**ATTACHMENTS:**

1. Draft Contract

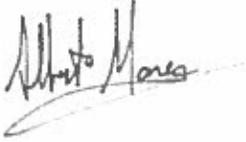


**DEPARTMENT OF DEVELOPMENT  
Ellis County**

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: 972-825-5200  
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**PREPARED, SUBMITTED, AND PRESENTED BY:**



**Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County**

**Jodi Platt  
Purchasing Manager  
Ellis County**



**ATTACHMENT NO. 1**

07/16

**AGREEMENT FOR PROFESSIONAL SERVICES**

STATE OF TEXAS §

COUNTY OF ELLIS §

This Agreement is entered into by Ellis County, Texas, hereinafter called "County" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, County agrees to employ FNI. FNI agrees to perform professional services in connection with the Project; County agrees to pay to FNI compensation. The Project is described as follows: **Ellis County Long Range Thoroughfare Plan Review and Update**
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of County which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** County agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in Article I of the "Scope of Services" for a lump sum fee of \$97,675.  
  
If FNI's services are delayed or suspended by County, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the County and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than County and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of County and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between County and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this Agreement, the \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

Ellis County, Texas  
(County)

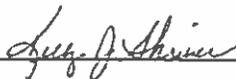
\_\_\_\_\_

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

Print Name and Title

ATTEST:

Freese and Nichols, Inc.  
(FNI)

  
\_\_\_\_\_

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

April 26, 2018  
Edmund Haas, AICP, Principal & Vice-President



**SCOPE OF SERVICES AND RESPONSIBILITIES OF COUNTY**

**ARTICLE 1**

The purpose of this planning effort is to develop a coordinated plan for the advancement of the transportation investments within Ellis County. Through coordination of other county, municipal, and state planning initiatives, this Plan will serve as a basis to guide decision making in the implementation of mobility and transportation investments within the County. The plan will also serve as a basis for coordinating with other regional agencies. The development of this plan will be rooted in established vision and goals for long-term mobility, evaluation of current transportation programming, identification of system needs, and culminate with thoroughfare planning to advance long-term transportation improvements. The plan will be coordinated through the County and culminate in a public hearing with the County Commissioners Court. The following defines key project planning work areas.

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

**Work Area A: Plan Input**

**Task A.1 – Data Collection and Plan Compilation**

FNI will coordinate and collect relevant transportation planning documents, including existing thoroughfare plans, from TxDOT, NCTCOG, other agencies such as Community Transit Service Inc. (CTS), adjacent counties, and cities and towns within the county. If necessary, the County will support in obtaining planning documentation. Planning work to be gathered include previous county and city transportation plans, regional or sub-regional planning and programming for highways, and capital improvement planning documents.

**TASK A.1.1 Overview and Existing Information Review**

FNI will collect and review thoroughfare planning documentation from Ellis County, NCTCOG, TxDOT, Ellis County municipalities, and other pertinent plans, documented agreements, and other policy documents that may influence or impact the planning process. From adjacent counties, planning data will be collected from; Dallas, Johnson, Hill, Navarro, Kaufman, and Henderson.

**TASK A.1.2 – Agency Coordination**

FNI will coordinate with Ellis County, Ellis County municipalities, TxDOT, the NCTCOG, adjacent Counties, and other agencies regarding this planning study and ultimately compatibility of proposed plan recommendations relating to connectivity with existing documented and approved plans.

**TASK A.2 – Thoroughfare Plan Goals and Objectives**

The development of a set of broad-based, clearly stated transportation goals and objectives will provide the County with the momentum from which policy actions can be developed to implement the plan. Plan goals may be situated among guiding tenants that include: providing effective mobility, maintaining and improving existing infrastructure, fiscal stewardship, and enhancing economic vitality. The initiation of the development of plan goals would be facilitated through input from the County.

**TASK A.2.1 Identify Plan Goals and Vision**

The FNI Team will meet with the County and/or a project steering committee to identify long-term vision and goals of the thoroughfare network. An overarching vision statement will be developed from which key plan goals will be prepared.



**TASK A.2.2 Prepare Objectives to Attain Goals**

Based on identified goals, FNI will draft specific objectives for achieving stated goals. Objectives will be SMART-Specific, Measurable, Achievable, Realistic and Timely. These objectives will ultimately be used for assessment of identification of specific proposed transportation improvements.

**TASK A.3 – Stakeholder Input and Issues Identification**

FNI will conduct input meetings with the County to identify key current transportation issues or areas of concern within the county, key mobility needs and desires for short-term and long-term thoroughfare improvements from communities, stakeholders and affected agencies. FNI will provide discussion materials and mapping to solicit input to the thoroughfare plan process.

**TASK A.3.1 Stakeholder Input**

Public outreach with stakeholders will be conducted at the onset of the project to gather input on critical issues, needs, and opportunities relative to previous and current planning initiatives. Meetings will be conducted as follows:

**TASK A.3.1.1 – Conduct one (1) four-hour meeting period to individually meet with the County Judge and Commissioners.**

**TASK A.3.1.2 – Conduct one (1) four-hour meeting session to obtain input from Ellis County municipalities, TXDOT, NCTCOG, Independent School Districts, emergency responders and/or other identified citizen groups. These meetings will occur at centralized locations within the County. Participating cities or stakeholders will have individual appointments of up to 30-minutes for representatives to provide transportation related input. FNI will coordinate stakeholder appointments.**

**TASK A.3.1.3 – Town Hall Meeting: FNI will conduct up to two (2) public input meetings to obtain input on community and transportation issues and needs and desires for the outcome of the plan. The first Town Hall meeting will be aimed at soliciting input on the existing thoroughfare network, system needs, and other network deficiencies. FNI will summarize input provided at the meeting as part of plan documentation. The second Town Hall meeting will be aimed at presenting the initial draft plan/plan recommendations and soliciting input by county residents (see Task C.1).**

**TASK A.3.1.4 – Conduct one (1) four-hour public input session at a predefined county-wide event to provide Ellis County residents information on the thoroughfare planning process, gather input on County transportation issues and needs, or comment to draft plan recommendations. The County shall identify the targeted event for attendance and provide necessary clearances for consultant team attendance at such event. The consultant will bring all materials necessary for the conduct of such event.**

**TASK A.3.2 – Project Steering Committee. We believe that stakeholder input is the basis for developing a successful consensus-based plan. To that end, we propose the appointment of a Steering Committee comprised of select technical, commission and civic leaders, and key stakeholders to review and guide the conduct of the study. FNI will meet with the Committee up to three (3) times at milestone dates throughout the study and provide feedback to study elements, as developed.**

The initial meeting with the Committee will be aimed at informing members with project, planning process, schedule, and obtaining input to key issues to be addressed by the plan. In addition, the Committee will serve as a conduit for input on strengths, weaknesses, needs and opportunities of the transportation network.

**Work Area B: Thoroughfare Plan Development**

Aided by previous traffic impact studies commissioned by the County in the last 10 years and the NCTCOG regional travel demand model, FNI will review and assess the current thoroughfare plan to determine the



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

**E:** dod@co.ellis.tx.us  
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**W:** co.ellis.tx.us/dod

effectiveness of the network relative to updated forecast data and transportation trends. FNI will collaborate with the County to document committed (funded) and planned improvements or other initiatives for the current thoroughfare system. Based on data, FNI will then assess the existing and committed system to identify any shortcomings or perceived issues with mobility, safety and congestion needed to attain short- and long-range goals of the Plan. Issues will be identified in this assessment and potential improvements formulated for discussion with the County. Recommendations and implementation strategies will be developed to address network deficiencies and operational issues.

**TASK B.1 Thoroughfare Network Assessment**

**TASK B.1.1 – Review existing traffic studies.** FNI will review traffic impact assessments submitted to the County and/or other commissioned traffic studies by the County within the last 10-years to gain insight to specific development impacts to the county roadway network. Emphasis will be placed on significant sized developments with large-scale population or employment activity.

**TASK B.1.2 – Review of NCTCOG Travel Forecast.** FNI will review NCTCOG’s latest (2045) travel demand model to assess the implications of forecasted growth on the thoroughfare network from an existing, mid-term and long-term perspective. FNI will provide a cursory review of the associated demographics by traffic survey zone (TSZ) and identify major shifts in population/employment since the previous since the previous forecast model initiative for year 2040. FNI will summarize key shifts for comment by the county. If significant differences are identified, either demographic or associated networks, the County will lead the amendment of such data for submission to NCTCOG for follow-on travel forecasting.

**TASK B.2. Thoroughfare Planning**

Based on plan input, systems planning. FNI team will update the current Ellis County Thoroughfare Plan to address long-term network needs.

**TASK B.2.1 - The FNI Team will define system improvements needed address growth and system development, as well as, transportation planning issues identified as part of stakeholder input. Plan recommendations will address both short (0-5 years), mid (5-10 years), and long-term (10-20 years) timing. The plan will also consider regional connectivity with key corridors within Ellis County.**

FNI will use available data from the NCTCOG regional travel demand model to assess general network needs. NCTCOG’s travel demand model provides a high-level assessment of the region’s roadway network. Fiscally constrained highway, arterial, and some collector facilities are included in the network, particularly if they have a regional significance. Other facilities that do not have an identified funding source or have lower regional significance may not be included in the base 2045 network. Network additions, such as the non-regionally significant roadways or the regional outer loop, may be added to the network and evaluated as an optional additional effort to the project.

**TASK B.3. Thoroughfare Plan and Functional Street Classifications**

Based on projected needs, FNI will update thoroughfare network and associated functional classifications, as necessary to facilitate long-term mobility needs of the county.

Consideration will be given to definition of urban and rural classification and specific types that may be desired to address adjacent land context. Roadway functional class will be depicted graphically on the thoroughfare plan map as well as in written format to support plan documentation. Roadway functional class, associated lane configuration and associated right-of-way will be depicted on the plan map (i.e., Major Arterial – six-lane Divided, 120-foot ROW).

The arrangement, character, width and location of streets are critical to the implementation of the roadway network. Similarly, allowing for consideration in the context of adjacent land is key to promoting sustainable

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land development practices. Based on review of existing standards, we will prepare updated guidelines – including cross-sections – to address functional class, roadway geometrics, general design parameters, standards for contextual areas or urban/rural needs. FNI's planning team will also address transitional needs from municipal led projects to the county system.

**TASK B.4 Thoroughfare Plan Map and Documentation**

**TASK B.4.1 – Draft Thoroughfare Plan Map.** Based on data, analysis and recommendations developed in the tasks above, a thoroughfare plan map and supporting documentation will be developed for review and comment by Ellis County and the Steering Committee. Based on the feedback, we will prepare a revised draft for final review by the County and the Steering Committee, and presentation at the second town hall meeting (Task C.1). The draft plan will be prepared using standard word processing software and ESRI ArcGIS for plan mapping. The thoroughfare plan map will contain roadway functional classification, roadway sections and supporting multi-modal activity.

Based on draft plan comments, a final draft map will be prepared for public review and presentation in the public hearing process.

**TASK B.4.2 – Draft Thoroughfare Plan Document.** The Thoroughfare Plan will contain both a plan map and supporting documentation, with appropriate supporting graphics and tables to support the presentation of the information. The plan document will include:

- Executive Summary to provide a high-level overview of the Thoroughfare Plan
- Introduction, background, and goals and objectives
- Review of Current Plans Programs
- Existing transportation conditions and issues
- Thoroughfare needs and coordination
- Thoroughfare Plan with functional classifications and typical design standards
- Recommendations and implementation strategies

The plan map will include both a report sized map suitable for report reproduction and a large-scale plan overlaid on aerial imagery. Both mapping products will contain functional classification and generalized section information.

**Work Area C. Thoroughfare Plan Public Input & Hearing**

This work area provides plan roll-out to the public for feedback to draft thoroughfare plan recommendations. FNI will present the final plan to the Commissioners Court for consideration/adoption.

**TASK C.1 – Town Hall Meeting for Draft Thoroughfare Plan.** FNI will hold a Town Hall meeting (second meeting identified in Task A.3.1.3) to solicit input from the public on the Draft Plan. Input obtained will be summarized into one consolidated list of comments. The planning team will provide a summary of how comments were addressed. One (1) meeting location is scoped and Ellis County will assist in securing a centralized location for this presentation. The format of the meeting will consist of an overview presentation, breakout session and general group summary. The overall meeting time will be held to no longer than two hours.

**TASK C.2 – Commissioner Court Hearing on Updated Thoroughfare Plan.** FNI will attend up to two (2) public meetings with the Ellis County Commissioners Court to present the plan update. Subject to Commissioner Court comments and recommendations, FNI will finalize the Plan and submit an electronic PDF version to the County. Five (5) electronic copies will also be provided via compact disc in PDF format. GIS files will also be made available to the County.



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**Work Area D: Project Management and Coordination**

The FNI Team will initiate the study by formulating an operations plan from which key management, coordination and scheduling will be undertaken. Establishing the framework from which project planning will be undertaken will help not only to facilitate project planning activities, but also coordination of activities of other key intergovernmental agencies that may affect county planning as well as, a concurring public involvement program.

**Task D.1 – Project Management and Coordination**

The FNI Team Project Manager will develop a project operation plan detailing project task, task deliverables, schedule, critical milestones, line of communication, and task budgets. A graphic critical path of tasks/milestones will be prepared to detail task efforts as well as identify timing of data needs to meet project schedule requirements. A project initiation meeting will be held with County staff to review the approach to the scope of work, project schedule, and project communications and reviews.

**Meetings**

The following summarizes meetings to be held as part of the overall project, as indicated in the work area descriptions. A total of eleven (11) meetings for FNI participation are included in this project.

- Stakeholder Input (Task A.3.1 and A.3.1.2) – 2 meetings
- Town Hall Meetings (Initial Input -A.3.1.3 and Draft Plan C.1) – 2 meetings
- Input at countywide event (A.3.1.4) – 1 event
- Steering Committee Meetings (Task A.3.2) – 3 meetings
- Commissioner Court/Public Hearing (Task C.2) – 2 meetings
- Project Initiation Meeting (Task D.1) – 1 meeting

**Reports and Products**

All documents will be prepared using Microsoft Word software. To ensure retention of proper formatting, submittals to the County will be made via PDF electronic file format. All mapping will be created in ESRI ArcGIS software and copies of maps transmitted via PDF format. At the end of study, electronic files will be submitted to the County for use as desired.



<b>Ellis County Long-Range Thoroughfare Plan Review and Update</b>		
<b>Summary of Project Effort</b>		
<b>A. Plan Input</b>	<b>\$39,389</b>	
Project Management		\$6,166
Data Collection and Compilation		\$7,529
Project Outreach and Meetings		\$23,818
Plan Goals and Objectives		\$1,876
<b>B. Thoroughfare Planning and Development</b>	<b>\$52,450</b>	
Thoroughfare Network Development & Analysis		\$7,496
Transportation Planning		\$15,741
Thoroughfare Plan and Functional Classification		\$5,316
Plan Mapping and Documentation		\$23,897
<b>C. Thoroughfare Plan Public Input &amp; Hearing</b>	<b>\$5,836</b>	
Public Input and Adoption		\$5,836
<b>Total Planning Cost</b>		<b>\$97,675</b>

	<b>Cost per Item</b>
<b>Optional Additional Services:</b>	
Public Input: Town Hall Meetings (1 meeting location, 3 hrs)	\$3,360
Public Input: County Event (1 meeting location, 4 hrs)	\$1,830
Public Outreach: Project Website	\$5,660
Public Outreach: Project Newsletter/E-Blast	\$1,910
Travel Demand Modeling: TransCADD - Network Modeling (per scenario)	\$6,440
Travel Demand Modeling: Demographics Reallocation (per scenario)	\$3,530

**ARTICLE II**

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by County, which are not included in the above described basic services, are described as follows:

- A. GIS mapping services or assistance with these services.
- B. Providing renderings, model, and mock-ups requested by the County.
- C. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by County.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.



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- E. Preparing data and reports for assistance to County in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- F. Assisting County in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- G. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- H. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the County.
- I. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

**ARTICLE III**

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement. The time for the preparation of the Thoroughfare Plan is expected to occur 12-14 months. It is anticipated that technical work will be completed in eleven (11) months. The overall public hearings process is assumed to occur over 1-2 months. It is assumed that the public hearings process will accommodate this schedule.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in County or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

**ARTICLE IV**

**RESPONSIBILITIES OF County:** County shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as County's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as County

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04-24-10

ATTACHMENT TC

**TERMS AND CONDITIONS OF AGREEMENT**

1. **DEFINITIONS:** The term County as used herein refers to Ellis County. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
2. **CHANGES:** County, without invalidating the Agreement, may order changes within the general scope of the WORK required by the Agreement by altering, adding to and/or deducting from the Work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual Agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY COUNTY:** County will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by County. FNI shall disclose to County, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by County to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to County certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

<b>Commercial General Liability</b>		<b>Workers' Compensation</b>	
General Aggregate	\$2,000	Each Accident	\$500
<b>Automobile Liability (Any Auto)</b>		<b>Professional Liability</b>	
CSL	\$1,000	\$3,000 Annual Aggregate	

7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, County determines that any subcontractor for FNI is incompetent or undesirable, County will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and County.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the County upon payment of FNI's fees for services. FNI may retain copies for record purposes. County agrees such documents are not intended or represented to be suitable for reuse by County or others. Any reuse by County or by those who obtained said documents from County without written verification or adaptation by FNI will be at County's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to County, and FNI shall indemnify and hold harmless County from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or



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loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect County against defects and deficiencies in the work of Contractors, FNI will report any observed deficiencies to County, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If County designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to OWNER and in acceptance of the services as satisfactory by the OWNER. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.  
  
 If OWNER fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to OWNER, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** OWNER and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.  
  
 Neither OWNER nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this Agreement shall prevail and shall be determinative of the conflict.



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16. **INSURANCE:** Throughout the term of this Agreement, Freese and Nichols shall maintain insurance written with an insurance company authorized to conduct business in the State where the services are performed, and Freese and Nichols shall provide standard insurance certificates to evidence such coverage to the County no later than thirty (30) days following the Effective Date of this Agreement. Evidence of insurance will be issued on a standard ACORD form certificate of insurance.
17. **GOVERNING LAW:** All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Texas and venue will exclusively lie in Ellis County, Texas. The parties hereby submit and consent to the exclusive jurisdiction of any court located within Ellis County and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.
18. **SEVERABILITY:** If all or any term or condition of this Agreement or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

2.2

1481237-0101



# Lease Agreement

Customer: ELLIS, COUNTY OF

Bill To	ELLIS COUNTY PURCHASING 101 W MAIN ST FL 2 WAXAHACHIE, TX 75165-0408	Install	CCLT FL 3 109 S JACKSON ST WAXAHACHIE, TX 75165-3745
State or Local Government Negotiated Contract - 072771400			

Solution			
Item	Product Description	Agreement Information	Trade Information
1. CB045H (XEROX CB045H)	<ul style="list-style-type: none"> <li>- Br Finisher-2/3 Hp</li> <li>- 1 Line Fax</li> <li>- Convenience Stapler</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: FMV Customer's Reference Information - Per TCPN-R150302	- Xerox WC 5335P S/N AE9556664 Trade-In as of Payment 39 6/29/2018

Monthly Pricing					
Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. CB045H	\$189.25	1: Black and White Impressions 2: Color Impressions	1 - 75,000 75,001+	Included \$0.0056  Included \$0.0506	<ul style="list-style-type: none"> <li>- Consumable Supplies Included for all prints</li> <li>- Pricing Fixed for Term</li> </ul>
Total	\$189.25	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page</p> <p>Signer: Carol Bush Phone: (972)825-5011</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Amiee Bilberry (817)558-9656</p> <p>For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a></p> 

2.4



June 12, 2018

Ellis Couty, TX  
101 W. Main Street  
Waxahachie, TX 75165

Re: Master Lease No. 10657, Schedule No. 006  
(2) 2019 Mack Granite GR64F Dump Trucks

Please find the lease documents on the above lease to be executed enclosed. An instruction sheet is attached to help in executing these documents.

Once the paperwork has been completed, please mail them back to:

BancorpSouth Equipment Finance  
ATTN: Tenora Beckum  
12 Thompson Park  
Hattiesburg, MS 39401

\*Please be sure to enclose the original Counsel's Opinion Letter along with your original signed documents.

\*Please note that BancorpSouth Equipment Finance must be listed as 1<sup>st</sup> lienholder on titled vehicles.

If you have any questions or need further assistance, please give Tenora Beckum a call at 601.544.3252 or Bob Lee at 601-554-4513.

Sincerely,

A handwritten signature in black ink, appearing to read "Tenora Beckum".

Tenora Beckum  
Sales Support  
Enclosures

INSTRUCTIONS FOR EXECUTING DOCUMENTS

<u>Document</u>	<u>Instructions</u>
Special Stipulations <u>Exhibit A</u>	Sign & Date
Legal Counsel's Opinion <u>Exhibit B</u>	Should be typed on counsel's letterhead
Delivery Order <u>Exhibit C</u>	1st line - Date A. - Due Date will be set when the Agreement is closed C. - Fiscal period F. - Location of equipment Page 2 - Sign
Equipment Acceptance Notice <u>Exhibit D</u>	4th line - Delivery Order Date 7th line - Leave blank Sign & Date
Resolution	Section 1. - Name of person authorized to sign Agreement Section 7. - The amount of tax-exempt obligations (including this Agreement) made during this calendar year (since January 1)
Tax Exempt Certificate	1st line - Title of person completing form No. 7 - Date of Resolution No. 8 - (See Resolution Section 7 above) Page 2 - Sign & Date
IRS Form 8038-G (or 8038-GC)	Sign & Date
Essential Use Letter	Type on your letterhead. State the use and purpose of the equipment
Billing Decision	Check a box (fill out ACH form if option chosen)
Insurance Certificate or Statement	Send proof of insurance
Invoice	<input type="checkbox"/> Advance rental <input checked="" type="checkbox"/> Payments in arrears

**PLEASE RETURN ALL EXECUTED DOCUMENTS TO:**

**Regular Mail**  
Municipal Specialist  
BancorpSouth Equipment Finance  
12 Thompson Park  
Hattiesburg, MS 39401

**Overnight Mail**  
Municipal Specialist  
BancorpSouth Equipment Finance  
12 Thompson Park  
Hattiesburg, MS 39401

**SPECIAL STIPULATIONS**

LESSOR: BancorpSouth Equipment Finance,  
a division of BancorpSouth Bank  
P.O. Box 15097  
12 Thompson Park  
Hattiesburg, MS 39404-5097

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

Title: \_\_\_\_\_

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

LESSEE: Ellis County, Texas  
101 W. Main Street  
Waxahachie, TX 75165

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

Title: \_\_\_\_\_

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

**-NONE-**

**EXHIBIT A**

RE: Counsel's Opinion for Lease Purchase

Please be advised that the first paragraph of the Counsel's Opinion for Lease Purchase letter refers to the Master (Contract/Lease) signed on April 8, 2015. This date is different than the date of the (schedule/delivery order). The date on the form letter is the correct date of your Master (Contract/Lease).

 **THIS IS THE FORM TO BE USED FOR A LEGAL OPINION OF THE LESSEE'S  
LEGAL COUNSEL. IT SHOULD BE TYPED ON THE COUNSEL'S LETTERHEAD:** 

BancorpSouth Equipment Finance,  
a division of BancorpSouth Bank  
P. O. Box 15097  
Hattiesburg, MS 39404-5097

Re: Equipment Lease - Purchase Agreement dated April 8, 2015 and Delivery Order No. 06  
thereto, dated \_\_\_\_\_, by and between BancorpSouth Equipment Finance, a  
division of BancorpSouth Bank, as Lessor, and Ellis County, Texas, as Lessee.

Ladies and Gentlemen:

I am the attorney for Ellis County, Texas (the "Lessee") and pursuant to the  
above-referenced transaction, I am familiar with the above-referenced Equipment Lease -  
Purchase Agreement (the "Agreement").

Based on the examination of the Agreement and such other documents, records and papers  
as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my  
opinion that:

1. Either the Lessee is a state, territory, a possession of the United States, the District of  
Columbia, or a political subdivision thereof (as such terms are defined in section 103 of the  
Internal Revenue Code and the Regulations thereunder) or the Lessee is a constituted authority  
(as such term is defined in section 103 of the Internal Revenue Code and the Regulations  
thereunder) empowered to issue obligations on behalf of one of the foregoing entities, and the  
Lessee is authorized by the Constitution and laws of the State of Texas to enter into the  
transactions contemplated by the Agreement and to carry out its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Lessee and  
constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its  
terms.

3. No further approval, consent or withholding of objections is required from any federal,  
state or local government authority with respect to the entering into or performance by the  
Lessee of the Agreement and the transactions contemplated thereby.

EXHIBIT B

4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.

6. The equipment subject to the Agreement is personal property and, when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Texas.

7. All required public bidding procedures regarding the award of the Agreement have been followed by the Lessee.

Sincerely,

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN  
AGREEMENT WITH BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF  
BANCORPSOUTH BANK, AND DESIGNATING THE AGREEMENT AS A  
QUALIFIED TAX-EXEMPT OBLIGATION**

WHEREAS, Commissioners Court, the Governing Body (the "Governing Body") of Ellis County, Texas (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. Lessee desires to enter into an Equipment Lease Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank ("Lessor") for the purpose of presently leasing with an option to purchase the equipment as described therein for the total cost specified therein (collectively the "Equipment").

2. It is in the best interest of the public purposes of Lessee that Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and

3. It is necessary for Lessee to approve and authorize the Agreement.

4. Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto, in substantially the same form as attached hereto as Exhibit "A", by and between Lessor and Lessee are hereby approved, and \_\_\_\_\_ (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of Lessee.

Section 2. The Delivery Order is being issued in calendar year \_\_\_\_\_.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified in the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement: (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year \_\_\_\_\_, Lessee has designated \$ \_\_\_\_\_ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated. Lessee will not designate more than \$10,000,000 of obligations issued during calendar year \_\_\_\_\_ as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year \_\_\_\_\_ will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee as provided in Section 265(b)(3) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and Lessee to do all things necessary in furtherance of the obligations of Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, \_\_\_\_\_ moved that the foregoing resolution be adopted. \_\_\_\_\_ seconded the motion for its adoption. The \_\_\_\_\_ put the question to a roll call vote and the result was as follows:

_____	Voted: _____

The motion having received the affirmative vote of all members present, the \_\_\_\_\_ declared the motion carried and the resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

ATTEST:

\_\_\_\_\_  
(SEAL)

**DELIVERY ORDER NO: 06**

Dated as of: \_\_\_\_\_

To Agreement No: 10657

THIS DELIVERY ORDER is issued pursuant to an Equipment Lease - Purchase Agreement dated as of April 8, 2015 (the "Agreement"), between the parties to the Agreement to authorize installation of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

**A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.**

The Payments required under the Agreement for the Equipment designated on this Delivery Order are "See Schedule A". A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as follows: "See Schedule A". Lessee shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

**B. LATE PAYMENTS.**

There will be a charge of N/A per month based on the amount of any Payments which remain unpaid for ten (10) days after the due date.

**C. FISCAL YEAR.**

Lessee's fiscal year period is from \_\_\_\_\_ to \_\_\_\_\_.

**D. CONCLUDING PAYMENT.**

Lessee shall have the option to purchase the Equipment described herein in accordance with Section 14 of the Agreement upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

**E. EQUIPMENT DESCRIPTION.**

The Equipment as defined in the Agreement includes the following: See Schedule A-I attached hereto and made a part hereof

EXHIBIT C

F. LOCATION.

---

G. ALTERNATIVE INTEREST RATES.

1. Loss of interest deductibility will incur a rate of not less than 5.00%.
2. Loss of tax-exempt interest will incur a rate of not less than 5.00%.

**THE TERMS GOVERNING THIS DELIVERY ORDER ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.**

Lessor shall not be bound by this Agreement until it is executed by an authorized officer of Lessor at Lessor's principal place of business.

DATED as of the day and year first above stated on this Delivery Order.

LESSOR:

BancorpSouth Equipment Finance, a division  
of BancorpSouth Bank  
P. O. Box 15097  
Hattiesburg, MS 39404-5097

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

Title: \_\_\_\_\_

LESSEE:

Ellis County, Texas  
101 W. Main Street  
Waxahachie, TX 75165

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

Title: \_\_\_\_\_

**Info Analysis**  
**Payment Amortization Report**

Customer: Ellis County, TX 10557 70806-006

Interest Rate: 3.2200% (Monthly)

*Schedule A*

**DRAFT**

*Dates may change at closing*

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	6/12/18	0.00	0.00	0.00	259,745.46	0.00	0.00	259,745.46
1	7/12/18	0.00	0.00	0.00	259,745.46	696.98	696.98	260,442.44
2	8/12/18	0.00	0.00	0.00	259,745.46	698.85	1,395.84	261,141.30
3	9/12/18	0.00	0.00	0.00	259,745.46	700.73	2,096.57	261,842.03
4	10/12/18	0.00	0.00	0.00	259,745.46	702.61	2,799.16	262,544.64
5	11/12/18	0.00	0.00	0.00	259,745.46	704.49	3,503.67	263,249.13
6	12/12/18	0.00	0.00	0.00	259,745.46	706.39	4,210.06	263,955.52
	2018	0.00	0.00	0.00		4,210.06		
7	1/12/19	0.00	0.00	0.00	259,745.46	708.28	4,918.34	264,663.60
8	2/12/19	0.00	0.00	0.00	259,745.46	710.18	5,628.52	265,373.98
9	3/12/19	0.00	0.00	0.00	259,745.46	712.09	6,340.60	266,086.06
10	4/12/19	0.00	0.00	0.00	259,745.46	714.00	7,054.60	266,800.06
11	5/12/19	0.00	0.00	0.00	259,745.46	715.91	7,770.51	267,515.97
12	6/12/19	0.00	0.00	0.00	259,745.46	717.83	8,488.35	268,233.81
13	7/12/19	268,953.57	259,745.46	9,208.11	0.00	719.76	0.00	0.00
	2019	268,953.57	259,745.46	9,208.11		4,998.05		
	Totals	268,953.57	259,745.46	9,208.11		9,208.11		

**EXHIBIT A**

Ellis County, Texas

Master Lease Number: 10657

Schedule Number: 06

One (1) 2019 Mack Granite GR64F Dump Truck VIN: 1M2GR4C5KM002894 with Ox 14 Yard  
Body S/N \_\_\_\_\_

One (1) 2019 Mack Granite GR64F Dump Truck VIN: 1M2GR4GC7KM002895 with Ox 14  
Yard Body S/N \_\_\_\_\_

**EQUIPMENT ACCEPTANCE NOTICE**

**TO:** BancorpSouth Equipment Finance, a division of BancorpSouth Bank

**RE:** Agreement No. 10657

This is to acknowledge that the delivery and/or installation of the Equipment, described in Delivery Order No. 06 dated as of \_\_\_\_\_ has been completed in accordance with the terms of the above-referenced Agreement and that Lessee has duly delivered to and received in proper form from Lessor all purchase orders, invoices or such forms or documents required by Lessee to assure commencement of Payments on \_\_\_\_\_, in accordance with Section 2 of the Agreement.

The undersigned has inspected said Equipment. The said Equipment satisfies provisions of Section 2 of the above-referenced Agreement, and it is accepted according to the provisions contained therein.

**LESSEE:**

Ellis County, Texas

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

Title: \_\_\_\_\_

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

**EXHIBIT D**

**CERTIFICATE WITH RESPECT TO QUALIFIED TAX EXEMPT OBLIGATIONS**

I, the \_\_\_\_\_ of Ellis County, Texas ("Lessee"), am duly authorized to execute that certain Agreement, dated as of April 8, 2015, (the "Agreement") by and between Lessee and BancorpSouth Equipment Finance, a division of BancorpSouth Bank do hereby certify as follows:

1. This Certificate with Respect to Qualified Tax Exempt Obligations (the "Certificate") is executed for the purpose of establishing that the Agreement has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

2. Lessee is a political subdivision of the State of Texas.

3. The Agreement is being issued in calendar year \_\_\_\_\_.

4. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified in the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

5. No portion of the Payments identified in Section 5 of the Agreement: (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

6. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

7. Lessee has designated the Agreement as a qualified tax-exempt obligation for purposes of the Code, pursuant to a resolution adopted by the governing body of Lessee on \_\_\_\_\_.

8. In calendar year \_\_\_\_\_, Lessee had designated \$ \_\_\_\_\_ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year \_\_\_\_\_ as qualified tax-exempt obligations.

9. Lessee reasonably anticipated that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year \_\_\_\_\_ will not exceed \$10,000,000.

10. For purposes of this Certificate, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

11. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_.

Ellis County, Texas

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

Title: \_\_\_\_\_

**Information Return for Tax-Exempt Governmental Obligations**

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name <b>Ellis County, TX</b>		2 Issuer's employer identification number (EIN) <b>75-6000935</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <b>101 W Main Street</b>	Room/suite	5 Report number (For IRS Use Only) <b>5</b>
6 City, town, or post office, state, and ZIP code <b>Waxahachie, TX 75165</b>		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶ <b>Two (2) 2019 Mack Granite GR64F Dump Trucks</b>	18	<b>259,745</b>	<b>46</b>
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

**Part III Description of Obligations. Complete for the entire issue for which this form is being filed.**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ <b>259,745.46</b>	\$	1.10 years	3.22 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	_____

**Part VI Miscellaneous**

<p><b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .</p> <p><b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .</p> <p style="margin-left: 20px;"><b>b</b> Enter the final maturity date of the GIC ▶ _____</p> <p style="margin-left: 20px;"><b>c</b> Enter the name of the GIC provider ▶ _____</p> <p><b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .</p> <p><b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;"><b>b</b> Enter the date of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;"><b>c</b> Enter the EIN of the issuer of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;"><b>d</b> Enter the name of the issuer of the master pool obligation ▶ _____</p> <p><b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input type="checkbox"/></p> <p><b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/></p> <p><b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;"><b>b</b> Name of hedge provider ▶ _____</p> <p style="margin-left: 20px;"><b>c</b> Type of hedge ▶ _____</p> <p style="margin-left: 20px;"><b>d</b> Term of hedge ▶ _____</p> <p><b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/></p> <p><b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input type="checkbox"/></p> <p><b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/></p> <p><b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____</p> <p style="margin-left: 20px;"><b>b</b> Enter the date the official intent was adopted ▶ _____</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"><b>35</b></td> <td style="width:60%;"></td> <td style="width:20%;"></td> </tr> <tr> <td><b>36a</b></td> <td></td> <td></td> </tr> <tr> <td><b>37</b></td> <td></td> <td></td> </tr> </table>	<b>35</b>			<b>36a</b>			<b>37</b>		
<b>35</b>										
<b>36a</b>										
<b>37</b>										

<b>Signature and Consent</b>	<p>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 that I have authorized above.</p>				
	<p>Signature of issuer's authorized representative</p>	<p>Date</p>	<p>Type or print name and title</p>		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶				Firm's EIN ▶
	Firm's address ▶				Phone no.

**\*THIS IS AN ESSENTIAL USE LETTER. IT SHOULD BE TYPED\*  
ON THE LESSEE'S LETTERHEAD.**

BancorpSouth Equipment Finance,  
a division of BancorpSouth Bank  
P.O. Box 15097  
Hattiesburg, MS 39404-5097

RE: Agreement No. 10657, dated April 8, 2015

Ladies and Gentlemen:

The equipment purchased under the above-referenced Agreement, and associated peripheral equipment that we are buying under said Agreement, will be used by the

\_\_\_\_\_.  
The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include \_\_\_\_\_  
\_\_\_\_\_ and are deemed to be essential to the efficient operation of the  
\_\_\_\_\_.

Sincerely,

PLEASE INDICATE YOUR BILLING DECISION AND RETURN THIS FORM WITH YOUR SIGNED DOCUMENTS:

Check Here

\*If you would like to receive invoices.

Check Here

\*If you would like to make payments through ACH debits, please sign the attached ACH Form when you return these signed documents.

Please call 1-800-222-1610 with any questions.

BancorpSouth Equipment Finance

**BancorpSouth Equipment Finance**

**Authorization Agreement for Direct Payments (ACH Debits)**

I (We) hereby authorize BancorpSouth Equipment Finance to initiate debit entries to my (our) checking account indicated below at **Depository** named below to debit the same to such account.

Depository Name: \_\_\_\_\_ Branch: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Routing Number: \_\_\_\_\_ Account No.: \_\_\_\_\_

---

Please provide the account number to which this payment will be applied:

Loan #: \_\_\_\_\_

Lease #: \_\_\_\_\_

---

This authorization is to remain in full force and effect until the Bank listed above has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Bank and Depository a reasonable opportunity to act on it.

Name(s) \_\_\_\_\_  
(Please print)

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Please print)

Signature: \_\_\_\_\_

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



**BancorpSouth**  
Equipment Finance

BancorpSouth Equipment Finance,  
a division of BancorpSouth Bank  
P.O. Box 15097  
Hattiesburg, MS 39404-5097

To whom it may concern:

It is our great pleasure to help be of assistance to you in your endeavor to finance vehicles or equipment with us here at BancorpSouth Equipment Finance. In our effort to help assist you in the financing of vehicles or equipment for your county or city, we are asking if you could provide us with a invoice from the vendor pertaining to the equipment or vehicle(s) description along with proof of insurance. On the insurance binder in regards to the proof of insurance we also ask that BancorpSouth Equipment Finance be listed as "Loss Payee on physical damage" for the leased or financed equipment to be mailed back to us along with the invoice and the Executing Documents/Lease Purchase Agreement or Contract. If you would be so kind to send the requested documentation to our mailing address at Post Office Box 15097 Hattiesburg, MS 39404-5097 it would greatly be appreciated. If you have any further questions please feel free to contact us at 601-544-3252. Thank you for your regards in this matter.

Respectfully,

BancorpSouth Equipment Finance

PLEASE INDICATE TO WHOM FUNDS ARE TO BE RELEASED AND RETURN THIS FORM WITH YOUR SIGNED DOCUMENTS:

Check Here

\*If we are to fund the equipment vendor(s).

Check Here

\*If you have already paid for your equipment purchase and you need to be reimbursed. Please send a photo copy of the canceled check issued for payment of the equipment when you return these signed documents.

Please call 1-800-222-1610 with any questions.

BancorpSouth Equipment Finance

2.6



2121 Irving Boulevard  
Dallas, TX 75207  
Phone: (214) 741-3531

**PROPOSAL AND CONTRACT**  
(Ellis County RB-2016-003  
Pavement Rehabilitation and  
Resurfacing Services)

To: Ellis County PCT 2

Effective Date: June 14, 2018

TexasBit, Inc. TexasBit offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Ellis County Pavement Rehabilitation and Resurfacing Services, RB-2016-003.

Description of Work and Price: Hot Mix Overlay TyD 2in - \$12.05 per square yard – Only; Minimum of 500 S/Y per move in.

<u>Location</u>	<u>Limits</u>	<u>S/Y</u>	<u>Unit Price</u>	<u>Approx. Total</u>
Ensign Road	Various	14950	\$12.05	\$180,147.50

\*"See Attached Sheet"

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by TexasBit.

This estimate expires thirty (30) days from the above date.

TEXASBIT, INC.

ACCEPTED: Ellis County

W. L. Warner  
Account Manager

\_\_\_\_\_  
Date \_\_\_\_\_



Texas Bit Tons & SY Billings

Estimated Total Cost: \$ 180,147.50

Total Estimated Tons: 1650.00

Revised  
June 12, 2018

Owner	Street	Limits	Job #	Length (ft)	Width (ft)	S/Y	Depth's/y	Tons	Ty-Mix	FOB Price/SY	Mileage Charge	Total Charge Per SY	Total
Ellis County Pct 2	Ensign Rd	287 to Observation Dr	386999	6900	19.5	14950.00	220	1650.00	Ty D	\$ 12.05	\$ -	\$ 12.05	\$ 180,147.50
												\$ -	\$ -
												\$ -	\$ -
												\$ -	\$ -
												\$ -	\$ -

COUNTY OF ELLIS §  
PRECINCT NO. 3 §

ANNUAL ROAD REPORT

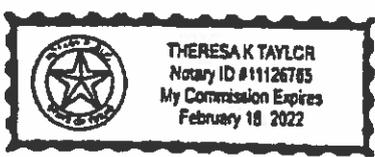
- 1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert, or bridge degradation: See report for condition; the primary cause of degradation is traffic and heavy equipment.
- 2. Amount of money necessary for maintenance of the precinct road during the next fiscal year: ~ 2,300,000
- 3. Number of traffic control devices in the precinct defaced or torn down: 163 signs
- 4. Any new road that should be opened in the precinct: None
- 5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition and the probable cost of the improvements: 85,000

Submitted by the undersigned on this 5 day of June 2018.

[Signature]  
Paul D. Perry, Commissioner, Precinct 3

Subscribed and sworn to, before me, the undersigned authority, this 5 day of June 2018.

[Signature]  
Notary Public Signature



Theresa K Taylor  
Notary Public Printed Name

My commission expires: 02/18/2022

2018 Road Report for Ellis County, Pct. 3

Road Name	Chip Seal	Gravel	Dirt	Concrete	Road Condition Rank on scale of 1-5; 1=Poor; 5=Excellent	Reason for degradation: TR (truck or heavy equipment), T (traffic), C (third-party construction), W (weather)
Adams Lane					4	TR, T
Alto Road	1.08	0.007			4	TR, T
Alysa Lane				0.56	5	TR
Amanda Lane				0.05	5	TR
Anderson Road	2.800	0.410			2-3	TR, T
Angus Road	1.390				3	TR, C
Arrowhead Road	1.390				5	
Arthur Lane	1.260				3-4	TR
Auburn Road	0.765	0.765			2	TR, T
Bakers Branch Road	2.110				4-5	TR, T
Barton Road	2.330				4-5	TR, T
Baucum Road	2.410				2-3	TR, C
Beaver Creek Circle	0.260				4	TR
Bee Creek Road	1.000	6.240			2-3	TR, T
Bee Creek Schoolhouse Road	2.490				2	TR, T
Bell Branch Road	0.500	3.8			2	TR, T
Bent Creek Court				0.1	5	
Bigham Road	0.830				4	TR, T
Bill Lewis Road	1.860				5	TR
Blain Road	0.680				3	TR, T
Blair Road	1.450				3	TR, T
Blue Ridge Drive				0.24	5	
Bluestem Way				0.35	5	
Boz Road	1.180				4-5	TR, T
Bradbury Lane	0.170				3	TR, T
Brandl Lane	1.380	0.8			2	TR, T
Brigman Road	2.660				4	TR, T
Brindley Road	1.990				5	TR

2018 Road Report for Ellis County, Pct. 3

Bud Run Road		0.770				4	TR, T
Butler Lane			0.3			3	TR, T
Butler Road		1.680				4	TR, T
Campbell Road		3.260				4	TR
Carolyn Road		1.050				4	TR
Carter Road		0.830				5	TR, T
Cattle Drive		0.180				3	TR, T
Cedar Park Court				0.17		5	
Chambers Drive		0.550				5	TR
College Street/Italy		0.110				4	TR
Colorado Drive				0.12		5	
Compton Drive		0.200				3	TR, T
Compton Lane		0.520				3	TR, T
Cool Springs Drive		0.470				4	TR, T
Cosby Road		3.150	2.5			3	TR, T
Country Acres Court		0.280				4	TR, T
Country Acres Road		0.380				4	TR, T
Country South Lane				0.47		5	TR, T
Cowan Road			1.840			2-3	TR, T
Cox Road		1.660				4	TR, T
Creekside Court		0.110				5	
Crestone Street				0.07		5	
Cripple Creek Drive		0.350				4	TR, T
Crow Road			0.710			2	TR, T
Crownover Road		0.630				4	TR, T
Crystal Drive		0.100				3	TR, T
Cunningham Meadows		1.680				3	C, TR
Curry Road		1.910				5	TR, T
Curtis Ray Road		1.430				3-4	TR, T
Dales Acres Road		8.710				3-5	TR
Dallas Street/Italy		0.900				4	TR, T
Dawson Road		1.550				4	TR, T

2018 Road Report for Ellis County, Pct. 3

Denall Way					0.41	5	
Derrs Chapel Road		5.790				4	TR, T
Diamond Creek Road		0.510				4	TR, T
Diana Lynn Road		1.980				4	TR, T
Dilworth Road		1.000				4	TR
Dollie Rd.		0.460				3	TR, T
Dovle Lane			2.500			2	TR, T
Drew Court					0.180	5	
Drew Lane					0.130	5	
Dry Branch Road		1.400				3	TR, T
Duke Road			0.670			2	TR, T
Dunaway Road		1.000				4	TR, T
East Old Maypearl Road		2.600				3	TR, T
East Pecan Tree Road		2.100				4+	TR, T
Edmondson Road		2.480				3	TR, T
Edna Road		0.910				3+	TR, T
Elighth Street/Forreston		0.160				3	TR, T
El Camilho Road		0.310				4	TR
EP Dawson Road		2.560				4	TR
Eubanks Road		1.330				4	TR, T
Everest Lane					0.18	5	
Falling Leaves Drive		1.250				3	TR, T
Fifth Street/Forreston		0.190				4	TR, T
Finn Road			0.440			2	TR, T
First Street/Maypearl		1.250				2*	TR, T
Flat Court		0.140				4	TR, T
Forreston Cemetery		0.160				4	T
Forreston Road		4.300				4-5	TR, T
Frank's Road		1.800	0.6			3	TR, T
Frost Creek Road		0.350				4	TR
George Scott Blvd.		0.560				3	TR, T

2018 Road Report for Ellis County, Pct. 3

Grainery Road			1.150			2	TR, T
Grande Casa Road	0.960					4	TR, T
Grassy Court	0.140					4	TR, T
Greathouse Circle	0.640					4	TR
Greathouse Road	7.500					4-5	TR, T
Greenbark Court	0.150					3	TR, T
Green Meadows Drive	0.400					4	TR
Hamby Road	0.150	0.100				4	TR
Hamrock Road		1.500				3	TR, T
Harris Road	1.460					4	TR
Harvey Road		1.040				2	TR, T
Hildalge Road	0.630					3	TR, T
Higgins Road	1.540					4	TR
High Line Drive	0.380					4	TR
Hight Road	1.600					4	TR
Holder Road	3.200					4	TR, T
Hollis Road	0.990					5	TR
Honeysuckle Ridge Court				0.150		5	
Hooser Road		1.440				2	TR, T
Howe Circle	0.900					4	TR
Howland Lane	0.340					4	TR, T
Hoyt Road	1.980					4	TR, T
Hyles Street	0.200					4	TR
Indian Creek Road	0.610					4	TR, T
Jackson Road		0.780				2	TR, T
Jaycee Drive				0.410		4	
Joanna Lane		2.160				2	TR, T
Joe's Road		1.820				2	TR, T
Johnny Davis Road	0.555	0.555	1.82			3	TR, T
Johnston Road	1.670					4	TR
Jordan Lane	0.400					4	TR

2018 Road Report for Ellis County, Pct. 3

Jordan Run					0.70	5	TR
Judy's Lane				0.4		2	TR, T
Katrina Run				0.070		5	TR
Kellem Lynn				0.09		5	
Kinfolks Lane		1.060				5	TR, T
Kotker Lane				0.3		5	
Kynleigh Lane				0.07		5	
Laurie Lane		0.260				4	TR
Lee Road			0.380			3	TR, T
Lexie Drive						4	TR
Linda Lane		0.2				4	TR
Link Crest Lane		0.200				4	TR
Lone Elm Road		3.450				4	TR, T
Lo Water Road		1.160				2	TR, T
Lowell Road		0.955	0.955			3-4	TR
LR Campbell Road		3.590				4	TR
Lumkins Road		3.460				4-5	T
Maddison Wilson Road			0.630			3	TR
Main Street/Forreston		0.600				4	TR, T
Majors Road				0.65		2	TR, T
Makala Drive					0.270	5	
Marble Lane			0.200			2	TR, T
Martha Road		0.160				3	TR, T
Matthews Road		1.220				4	TR, T
McAlpin Road		0.540				5	TR, T
McConnell Road		0.420				4	TR
Mckinley Circle					0.480	5	
Meadowcrest Drive		0.420				4	TR
Mesa Road		1.000				3+	TR, T
Mike Road		1.370				4	TR, T
Morgan Road		4.060				4	TR

2018 Road Report for Ellis County, Pct. 3

Mountain View Drive	0.510					4	TR
Nellie Belle Lane	0.34					5	W, TR
Newt Road	0.080					3	TR
North Oak Branch Road	3.250					4	TR, T
Oak Branch Circle	0.120					4	TR
Oak Branch Road	4.800					4	TR, T
Oak Branch Trail	0.420					4	TR
Oak Hill Court	0.710					3-4	TR
Oak Lane	0.080					4	TR
Oak Vista Road	1.24					4	TR, T
Old Buena Vista Road	2.998					3-4	TR, T
Old Maypearl Road	4.570					3-4	C, TR
Ovido Road	0.180					4	TR
Onion Creek		some		1.5		1	TR, T
Onion Road	0.800					4	TR, T
Ozro Road	3.500					4-5	TR, T
Paluxy Court	0.080					4	TR
Pecan Streeky/Forreston	0.400					3+	TR, T
Perimeter Road	0.740					4	TR, T
Pioneer Court	1.020					4	TR, T
Plum Creek Court	0.900					5	
Plum Creek Drive				0.520		5	
Pluto Road		2.810				2	TR, T
Polo Run	0.250					4	TR
Popple Circle				0.100		5	
Popple Lane				0.200		5	
Prairie Clover Court				0.110		5	
Rainbow Lane	0.280					3	TR, T
Ranler Lane				0.180		5	
Red River Court	0.100					4	TR

2018 Road Report for Ellis County, Pct. 3

Red River Drive	0.280					4	TR
Richard Road	1.480					3-5	C, TR, T
Richard Bend Road	2.550					2	TR, T
Ridge Creek	0.730					3	TR, T
Rocky Drive				0.510		4	TR
Rolling Hills Road	1.170					3	TR, T
Rollingwood Lane	0.310					2	TR, T
Rollins Road			0.860			2	TR, T
Rosson Road	2.010	1.000				2	TR, T
Rough Creek Road				0.270		4	TR
Sabine Court					0.12	5	
Saine Lane					0.060	5	
Serene Court					0.28	5	TR
Seventh Street/Forreston	0.130					4	TR, T
Sewier Road	1.500	3.770				2	TR, T
Shallow Creek Court	0.120					4	TR, T
Shallow Creek Drive	0.870					4	TR, T
Shasta Lane				0.070		5	
Shield Road			3.32			2	TR, T
Shorty Lane	0.670					4	TR
Silver River Road	0.270					4	TR, T
Sims Road	0.310	1.000				3	TR, T
Singleton Road	2.800					4	TR, C
Sixth Street/Forreston	0.120					4	TR, T
Smith Road	1.670					3	TR, T
Smooth Creek Road				0.22		5	
South Ward Street/Italy	0.260					4	TR, T
Spider Road		0.500				2	TR, T
Springbrook Drive (city maint.)	0.770						annexed
Spring Hills Drive (city maint.)	0.280						annexed
Stafford Road	0.780					4	TR, T
Stone Field Court					0.190	5	
Stone Ridge Drive					0.190	5	

2018 Road Report for Ellis County, Pct. 3

Sunbeam Court	0.350					4	TR
Sweetwater Court				0.100		5	TR
Sweetwater Crossing				0.100		5	TR
Tahoe Lane	0.260					4	TR
Taylor Ridge Drive				0.350		5	
Third Street/Forreston	0.050					4	TR
Thunder Road			0.220			2	TR, T
Tower Road	0.500					4	TR, T
Trail Circle				0.100		5	
Trophy Court East	0.110					4	TR
Upchurch Road			0.190			2	T
Vaca Road	0.140					2	TR, T
Vail Lane				0.170		5	
Vinyard Drive	1.160					4	TR, T
Walnut Street/Forreston	0.200					4	TR, T
Waterford Crossing	0.300			0.400		4-5	TR
Waterford Drive				0.17		5	TR
Weakley Branch Road			1.680			2	TR, T
Weatherford Crossing				0.500		5	
West Chambers Drive	1.020					4	TR, T
West Crossmain/Milford	0.200					4	TR
West Indigo Lane				0.180		5	
West Pecan Tree Road			1.090			3	TR
Whiskers Road			2.780			2	TR, T
Whitehead Lane	0.430					4	TR
Whiterock Road	2.720		0.500			3	TR, T
Wiggins Road	3.220					4-5	TR, T
Willemson Road	1.070					4	TR, T
Willow Bend Drive				0.12		5	
Windmill Court				0.13		5	



2018 Road Report for Ellis County, Pct. 3 -- Bridges

Bridge Name	Water that it crosses	Bridge Condition Rank on scale of 1-5, 1=Best 5=Excellent	Reason for degradation: TR (truck or heavy equipment), T (traffic), C (third-party construction), W (weather)
Greathouse Circle Bridge	Chambers Creek Tributary	4	TR, W
Greathouse Road Bridge	Greathouse Branch	4	TR, W
Murr Road Bridge (actually in Pct 4)	Spring Branch		
Ozro Road Bridge	Boggy Branch	3	TR, W
Smith Road Bridge	Cottonwood Creek	4	TR, W
Auburn Road Bridge	N. Fork Chambers Creek	4	TR, W
Wiggins Road Bridge	N. Fork Chambers Creek	5	TR, W
Barton Road Bridge	Cottonwood Creek	4	TR, W
Barton Road Bridge	E. Fork Chambers Creek	4	TR, W
Oak Branch Road Bridge	Oak Branch	4	TR, W
Bee Creek Road Bridge	S. Fork Chambers Creek	3	TR, W
Bee Creek Road Bridge	Bee Creek	5	TR, W
Bakers Branch Road Bridge	Baker Branch	5	TR, W
Bethel Road Bridge	Baker Branch	4	TR, W
Bethel Road Bridge	Baker Branch Tributary	4	TR, W
Anderson Road Bridge	Chambers Creek Tributary	4	TR, W
Higgins Road Bridge	Baker Branch	4	TR, W
Higgins Road Bridge	Chambers Creek Tributary	4	TR, W
Higgins Road Bridge	Baker Branch Tributary	5	TR, W
Weakley Branch Road Bridge	S. Fork Chambers Creek	2	TR, W
Weakley Branch Road Bridge	Valley Branch	5	TR, W

2018 Road Report for Ellis County, Pct. 3 -- Bridges

Pluto Road Bridge	Mill Creek	5	TR, W
Cowan Road Bridge	Mill Creek	5	TR, W
John Davis Road Bridge	Houston Creek	4	TR, W
Duke Road Bridge	Richland Creek Tributary	5	TR, W
Franks Road Bridge	Richland Creek Tributary	4	TR, W
Franks Road Bridge	Richland Creek	5	TR, W
Whiskers Road Bridge	Richland Creek Tributary	5	TR, W
Richland Bend Road Bridge	Richland Creek	5	TR, W
Lowell Road Bridge	Mill Creek Tributary	3	TR, W
Lowell Road Bridge	Mill Creek	3	TR, W
Wray Road Bridge	Mill Creek Tributary	4	TR, W
Cosby Road Bridge	Mill Creek Tributary	5	TR, W
Mike Road Bridge	Mill Creek	4	TR, W
Joanna Lane Bridge	Flat Rock Branch Tributary	5	TR, W
Harris Road Bridge	Hog Creek	4	TR, W
Rosson Road Bridge	Flat Rock Branch	4	TR, W
Rosson Road Bridge	Mill Creek	4	TR, W
Rosson Road Bridge	Mill Creek Tributary	4	TR, W
South Ward Street Bridge	White Rock Branch	5	TR, W
Hamrock Road Bridge	Hog Creek	5	TR, W
Hamrock Road Bridge	Flat Rock Branch	5	TR, W
Hamrock Road Bridge	Mill Creek	5	TR, W
Scheld Road Bridge	Elm Branch	5	TR, W
White Rock Road Bridge	Mill Creek Tributary	5	TR, W
White Rock Road Bridge	Mill Creek Tributary	5	TR, W

2018 Road Report for Ellis County, Pct. 3 -- Bridges

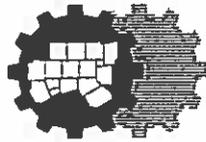
Lumkins Road Bridge	Chambers Creek Tributary	3	TR, W
Wright Road Bridge	Chambers Creek Tributary	4	TR, W
Pecan Tree Road Bridge	Big Onion Creek	5	TR, W
Johnston Road Bridge	Big Onion Creek	4	TR, W
Rollins Road Bridge	Houston Creek	4	TR, W
Old Maypearl Road Bridge	Mesquite Branch	5	TR, W
Old Maypearl Road Bridge	Oak Branch	4	TR, W
Old Maypearl Road Bridge	Greathouse Branch	5	TR, W
Old Maypearl Road Bridge	Big Onion Creek	4	TR, W
Morgan Road Bridge	Fiat Rock Branch	5	TR, W
Morgan Road Bridge	Hog Creek Tributary	4	TR, W
Bill Lewis Road Bridge	Chambers Creek Tributary	4	TR, W
Greathouse Road Bridge	Draw	5	TR, W
St. Paul Road Bridge	Mountain Creek Tributary	3	TR, W

2018 Road Report for Ellis County, Pct. 3 -- Culverts

Location of culvert	Repaired/Replaced in 2016-2017	Repair/Improvements Needed	Reason for degradation: TR (truck or heavy equipment), T (traffic), C (third-party construction), W (weather)
Chambers Drive (2)	✓		
Cosby Road	✓		
Cunningham Meadows	✓		
Lee Road	✓		
Mesa Road	✓		
Ozro Road	✓		
Upchurch Road	✓		
Baucum Road		possible culvert replacement	TR, C
Falling leaves Drive		possible culvert replacement	TR
Holder Road		possible culvert replacement	TR

All other known culverts crossing Precinct 3 county roads are in acceptable condition.

3.5



May 18, 2018

North Central Texas Council Of Governments

RECEIVED  
MAY 30 2018  
COUNTY JUDGE

Honorable Carol Bush  
Judge, Ellis County  
101 W. Main Street  
Waxahachie, TX 75165

Dear Judge Bush:

The North Central Texas Council of Governments' Area Agency on Aging (NCTAAA) is grateful to Ellis County for support of its programs for older adults and family caregivers. With your assistance, and that of Christine Hockin-Boyd, Executive Director of Meals on Wheels of Johnson and Ellis Counties, we are able to provide and administer nutrition, transportation, information and referral, long-term care ombudsman, benefits counseling, legal assistance, homemaker, caregiver respite, nursing home relocation, and caregiver education and training services. During Fiscal Year 2017 the County contributed match funds that helped leverage \$331,088 in state and federal funding for the County's nutrition and transportation programs.

I'm writing to follow up on my correspondence of April 25, 2017. Each year, we ask counties to contribute a proportionate share of the Aging Program's match requirement. "Proportionate share" is that amount of pass-through funds received through the NCTAAA during the prior year, relative to all counties' pass-through funds during the same period. Ellis County received 8.58% of the total regional allocation during Fiscal Year 2017, and we therefore respectfully request the County provide \$11,578, or 8.58%, of the total, to satisfy its share of the match requirement for Fiscal Year 2018. Match funds for Fiscal Year 2018 may be paid at any time through June 30, 2018.

Match funds are vital to our programs at both the county and regional levels. They allow us to draw down all available funds. Conversely, if we fall short of our match requirement, then we sacrifice three federal and state dollars for each foregone match dollar.

Upon request, we'll be happy to provide a memorandum of understanding that outlines our obligations to the county relative to these match funds.

Should you have any questions or need additional information, please feel free to call Doni Green at (817) 695-9193.

Thank you for helping us better serve older residents of Ellis County.

Sincerely,  
  
Mike Eastland  
Executive Director

Cc:  
Christine Hockin-Boyd



Remit to: North Central Texas Council of Governments

Attn: Accounts Receivable  
P.O. Box 5888, Arlington, Texas 76005-5888

---

Invoice Number: INV-0000028825  
Invoice Amount: \$11,578.00

Invoice Date: May.03.2018  
Invoice Due Date: May.03.2018

**Bill To:**

ELLIS COUNTY  
ATTN: HONORABLE CAROL BUSH  
101 W MAIN

Customer ID C-0000002998

WAXAHACHIE TX 75165

---

PROJECT NAME: LOCAL ADMIN MATCH  
DESCRIPTION:

*Ellis County FY18 Admin Match*

CUSTOMER REFERENCE

TOTAL AMOUNT DUE: \$11,578.00

Terms: Net 30

For inquiries contact Administration at [billings@nctcog.org](mailto:billings@nctcog.org), include the invoice number in the Subject line. Please remit yellow copy of invoice with payment and reference the invoice number on check stub. If your agency is tax exempt, fax your exemption certificate to 817-640-7806. Attn:Accounts Receivable. To pay by credit card call 817-695-9102



**Glenn Hegar**

Texas Comptroller of  
Public Accounts

APRIL 2018

# Unclaimed Property Capital Credits for Counties

RECEIVED 3.6

MAY 08 2018

COUNTY JUDGE

In conjunction with Local Government Code, Section 381.004, Texas Property Code, Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

## What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

## How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- The amount available to each county is based on that county's total capital credits remitted per reporting year, minus anticipated claims as determined by the Comptroller's office.
- A county may or may not receive funds in a given year.

## Who qualifies?

- Any county can request a portion of those funds.
- The county must follow instructions in Local Government Code, Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

## General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program.\*

- for state or local economic development
- for small or disadvantaged business development
- to stimulate, encourage and develop business location and commercial activity in the county
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses
- to improve the extent to which women and minority businesses are awarded county contracts
- to support comprehensive literacy programs that benefit county residents
- for the encouragement, promotion, improvement and application of the arts
- to support a children's advocacy center

\*Review Local Government Code, Section 381.004 before starting a program.

## How to request capital credits

The county judge and/or commissioners court must complete and submit the form on the back of this notice.

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court. Funds will be paid directly to the court.

For more information,  
visit our website at  
[ClaimItTexas.org](http://ClaimItTexas.org).

For questions on  
Capital Credits contact  
our Holder Reporting  
and Education Section  
800-321-2274, option 2.

# UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

## County Request for Capital Credits

County name \_\_\_\_\_ County FEIN \_\_\_\_\_

Authorized by  Judge  Commissioners Court

Name of County Judge \_\_\_\_\_ Approved Date \_\_\_\_\_

### Send the requested funds to:

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I acknowledge that the purpose of the funds complies with provisions of  
Texas Local Government Code, Section 381.004.

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Submit signed and completed form by either mail or email by July 31, 2018.

Mail Texas Comptroller of Public Accounts  
Unclaimed Property Division  
Holder Reporting and Education Section  
P.O. Box 12019  
Austin, Texas 78711-2019

Email [up.holder@cpa.texas.gov](mailto:up.holder@cpa.texas.gov)  
Phone 800-321-2274, option 2

FOR COMPTROLLER'S USE ONLY: We are authorized to release \_\_\_\_\_% of the total amount available to your county. We will send a \$ \_\_\_\_\_ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code, Section 381.004.

Comptroller's Representative \_\_\_\_\_ Date \_\_\_\_\_

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.  
It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling 800-252-1382, or by sending a fax to 512-475-0900.

**TAX ABATEMENT  
GUIDELINES, CRITERIA AND PROCEDURES  
FOR  
ELLIS COUNTY**

**Approved at Ellis County Commissioners' Court  
Minute Order No. 96-188 on August 12, 1996**

**Renewed, Reaffirmed, and Reenacted at Ellis  
County Commissioners' Court by Minute Order  
No. 98-192 on July 13, 1998**

**Renewed, Reaffirmed, Reenacted at Ellis  
County Commissioners' Court by Minute Order  
No. 20-213 on July 10, 2000**

**Renewed, Reaffirmed, Reenacted at Ellis  
County Commissioners' Court by Minute Order  
No. 485.02 on November 12, 2002**

**Renewed, Reaffirmed, Reenacted at Ellis  
County Commissioners' Court by Minute Order  
No. 397.04 on October 11, 2004**

**Renewed, Reaffirmed, Reenacted at Ellis  
County Commissioners' Court by Minute Order  
No. 457.06 on November 13, 2006**

**Renewed, Reaffirmed, Reenacted at Ellis  
County Commissioners' Court by Minute Order  
No. 145.09 on February 23, 2009**

**Renewed, Reaffirmed, Reenacted at Ellis  
County Commissioners' Court by Minute Order  
No. 135.11 on February 28, 2011**

**Renewed, Reaffirmed, Reenacted at Ellis  
County Commissioners' Court by Minute Order  
No. 300.11 on August 25, 2011**

**Renewed, Reaffirmed, Reenacted at Ellis  
County Commissioners' Court by Minute Order  
No. \_\_\_\_\_ on August 12, 2013**

**TAX ABATEMENT  
GUIDELINES AND PROCEDURES  
FOR  
ELLIS COUNTY, TEXAS**

**SECTION 1  
AUTHORITY, PURPOSE AND OBJECTIVES**

- 1.01 Pursuant to Chapter 312 of the ~~Property~~ Tax Code, (Property Redevelopment and Tax Abatement Act) Ellis County, Texas (hereinafter "County") is authorized to designate Reinvestment Zones and to enter into tax abatement agreements in areas of the County that do not include areas that are in the taxing jurisdiction of the municipality. With regards to properties located in Reinvestment Zones for which a municipality has given tax abatement incentives, the County may also enter into tax abatement agreements pursuant to the County's guidelines and criteria.
- 1.02 Section 312.002 of the ~~Property~~ Tax Code requires that the County establish guidelines and criteria governing tax abatement agreements. These guidelines and criteria are for the purpose of promoting the efficient and reasonably consistent administration of tax abatement incentives. These guidelines are effective for two (2) years from date adopted by Commissioners Court. A three-quarter (3/4) vote by Commissioners Court is required to amend or repeal these guidelines.
- 1.03 These guidelines and criteria, and the procedures established herein, do not:
- a) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement,
  - b) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether or not the Commissioners Court should consider a particular application or request for tax, and
  - c) create any property right, contract right, or other legal right to any person, or firm, or corporation to have the Commissioners Court consider or grant a specific application for a specific request for tax abatement.

Commented [PW1]: All references should be to "Tax Code" or "Texas Tax Code." "Property Tax Code" is incorrect.

Commented [PW2]: Add this parenthetical after the initial cite.

**SECTION 2  
DEFINITIONS**

- 2.01 "*Abatement*" means the full, or partial, exemption from County ad valorem taxation of the increased values of eligible properties in a Reinvestment Zone designated as such in accordance with State law, or the full or partial exemption from County ad valorem taxation of the increased values of properties located within a municipality's taxing jurisdiction where the municipality has granted full or partial exemption to those properties from municipal taxes.

- 2.02 "Agreement" means the assessed value of either (1) the applicant's subject real property and improvements on January 1 of the year of the execution of the agreement plus the agreed upon value of any property improvements made after that January 1, but before execution of the agreement.
- 2.03 "Base Year Value" means the assessed value of either (1) the applicant's subject real property and improvements on January 1 of the year of the execution of the agreement plus the agreed upon value of any property improvements made after that January 1, but before execution of the agreement.
- 2.04 "Economic Life" means the number of years a property improvement is expected to be in service provided, however, in no event shall the number of years exceed the depreciation allowance specified in the Federal Internal Revenue Service Code.
- 2.05 "Enterprise Zone" means the addition of buildings, structures, fixed machinery, or equipment for the purpose of increasing production capacity.
- 2.06 "Expansion" means the addition of buildings, structures, fixed machinery, or equipment for the purpose of increasing production capacity.
- 2.07 "Facility" means real property along with any improvements completed or in the process of construction which together comprise an integral whole.
- 2.08 "Lease" means a relationship whereby the business applying for tax abatement has a contract with the owner of said property for possession of either the real property on which improvements are to be made and/or movable personal property to be used for the operation of the business for a defined period of time. (See Texas Attorney General Opinion No. JC-300 (2000): precluding an agreement with an owner of a leasehold interest in tax-exempt property.)
- 2.09 "Modernization" means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology, or substantially lowers the unit cost of operation, alteration, or installation of buildings, structures, fixed machinery, or equipment. It shall not be for the purpose of reconditioning, refurbishing, repair or for maintenance or completion of deferred maintenance.
- 2.10 "New Facility" means a property previously undeveloped which is placed into service by means other than expansion or modernization.
- 2.11 "Reinvestment Zone" is an area designated as such for the purpose of tax abatement as authorized by the County in accordance with the Texas Property Tax Code Annotated §312.401, as amended.
- 2.12 "Ineligible Property" is inventory, supplies and that portion of the market value of property exempted from taxation pursuant to Section 11.31 of the Texas Property Code. Ineligible Property also includes mobile personal property, such as a motor vehicle, that is not fixed to property located within a municipal Reinvestment Zone.

**SECTION 3**  
**REINVESTMENT ZONE DESIGNATION**

- 3.01 A Reinvestment Zone may only be designated in accordance with §312.401 of the Texas Property Tax Code (V.T.C.A.) as amended.
- 3.02 A Reinvestment Zone under §312.401 of the Texas Property Tax Code may only be designated by the Commissioners Court in an area of the County that does not include an area within the taxing jurisdiction of a municipality.
- 3.03 An area may be designated as a Reinvestment Zone if the Commissioners Court, after a public hearing on the proposed designation, finds that the designation would contribute to the retention or expansion of primary employment within the County, or would attract major investment into the Zone that would be a benefit to the property to be included in the Zone and would contribute to the economic development of the County.
- 3.04 The public hearing on the proposed Reinvestment Zone designation must be held prior to the findings and action of the Commissioners Court on the proposal. At this hearing, all interested persons are entitled to speak and present evidence for or against the designation.  
NOT LATER THAN THE SEVENTH (7<sup>TH</sup>) DAY BEFORE THE DATE OF THE HEARING, NOTICE OF THE HEARING MUST BE; (1) PUBLISHED IN A NEWSPAPER HAVING GENERAL CIRCULATION IN THE COUNTY; AND (2) DELIVERED IN WRITING TO THE PRESIDING OFFICER OF THE GOVERNING BODY OF EACH TAXING UNIT THAT INCLUDES IN ITS BOUNDARIES REAL PROPERTY THAT IS TO BE INCLUDED IN THE PROPOSED REINVESTMENT ZONE.  
A delivered notice made under subsection (2) in the paragraph above is presumed to be delivered when placed in the mail, postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee. THE PUBLIC HEARING MUST ALSO BE POSTED AS AN AGENDA ITEM ON THE COMMISSIONERS COURT AGENDA TO COMPLY WITH THE TAX CODE AND THE TEXAS OPEN MEETINGS ACT.
- 3.05 If the Commissioners Court finds that designation of the area as a Reinvestment Zone is proper, such proposed designation shall be put to a vote of the Commissioners' Court, and will pass if a majority of the members of the Commissioners Court in attendance vote to approve the designation.
- 3.06 The order of the Commissioners Court designating the area as a Reinvestment Zone shall contain a description of the precise boundaries of the Zone.
- 3.07 The designation of a Reinvestment Zone may be for a period up to five (5) years. No designation shall exceed five (5) years, and a designation shall automatically expire five (5) years after the date of the designation unless renewed by the Commissioners Court for subsequent periods not to exceed five (5) years each. This provision does not affect the guidelines for length of abatements called out in Section 6 hereinafter.

- 3.08 Property may be located both in a Reinvestment Zone designated by the County and in a Reinvestment Zone designated by a municipality.
- 3.09 Designation of an area as an Enterprise Zone under the Texas Enterprise Zone Act (Chapter 2303, Government Code) constitutes designation of the area as a Reinvestment Zone without further hearing or other procedural requirements other than those set out in the Texas Enterprise Zone Act.
- 3.10 Section 312.204(b) of the Code requires that tax abatement agreements made with the owners of property in a Reinvestment Zone must contain identical terms for the portion of the value of the property that is to be exempt and the duration of the exemption.

**SECTION 4**  
**ABATEMENT AUTHORIZED**

- 4.01 Abatement is authorized, subject to approval of the Commissioners Court and execution of a lawful tax abatement agreement, for properties located within a Reinvestment Zone designated by the Commissioners Court or an Enterprise Zone established pursuant to the Texas Enterprise Zone Act.
- 4.02 Abatement is also authorized for properties located within a municipal Reinvestment Zone when the municipality has entered into a tax abatement agreement with regard to a property located within the Zone. An agreement for such properties must be in accordance with the terms of §312.206 of the ~~Property~~ Tax Code (V.T.C.A.), as amended.
- 4.03 Authorized Facilities: Tax abatement may be granted for new facilities and for expansion or modernization of existing facilities. The economic life of a facility or improvements must exceed the life of the abatement agreement.
- 4.04 Eligible Property: Tax abatement may be granted for all or a portion of the value of the real property, all or a portion of the value of the tangible personal property located on the real property, or all or a portion of the value of both, up to the maximum percent of abatement expressed within section 6.02. Pursuant to section 2.12, tangible personal property expressly does not include mobile personal property, such as a motor vehicle, that is not fixed to property located within a municipal Reinvestment Zone.
- 4.05 Eligible Applicant: Tax abatement may be granted to the owner of taxable real property, the owner of tangible personal property or the owner of a leasehold interest in tax-exempt real property. In regard to a lessee of taxable real property, tax abatement may apply to all or a portion of the value of the fixtures, improvements, or other real property owned by the lessee and located on the property that is subject to the lease, all or a portion of the value of tangible personal property owned by the lessee and located on the real property that is the subject of the lease, or all or a portion of the value of both the fixtures, improvements, or other real property and the tangible personal property, up to the maximum percent of abatement expressed within section 6.02.

- 4.06 Value of Abatement: Authorized facilities may be granted abatement on all or a portion of the increased taxable value of eligible property over the base year value for a period to be determined by the Commissioners Court. This abatement, if granted as to real property, is not with regard to the entire value of the property, but only as to the extent that the value of the real property exceeds the value for the year in which the abatement is granted (i.e. Base Year).

## **SECTION 5**

### **PROJECT IMPACT DATA**

5.01 **Introduction**

The information required in this Section will be used by the Commissioners Court to determine whether or not it is in the best interest of the County to offer tax abatement to a particular applicant. The applicant should endeavor to provide the most accurate information and estimates possible based upon available information. The applicant may be requested by the County to describe the methodologies utilized to respond to the questions and to supply supporting documentation.

5.02 **Employment Impact**

The applicant must provide detailed information answering the following inquiries:

- a) What is the estimated number of permanent, full-time new jobs that will be created in Ellis County?
- b) What is the estimated number of permanent, full-time jobs that will be retained in Ellis County?
- c) How many new, temporary and/or part-time jobs will be created in Ellis County?
- d) How many new, temporary and/or part-time jobs will be retained in Ellis County?
- e) What types of jobs will be created?
- f) What is the estimated multiplier effect on Ellis County's economy?

5.03 **Employee Benefits**

The Company must offer a health benefit plan to its full-time employees at a rate that is reasonable to the majority of its employees and which allows access to the plan by the employees' dependents.

5.04 **Proposed Improvements**

The applicant must provide detailed information answering the following inquiries:

- a) Identify and describe the kind, number and location of all proposed real property improvements to the property and discuss the development schedule of the proposed improvements and/or additions.
- b) To what extent, if any, will additional public infrastructure improvements be needed? Detail the plans, if any, in existence for the provision of such improvements.
- c) What governmental approvals or permits will be required for the improvements?
- d) Is the financial capital required to complete this project already available (i.e. financing commitments, reserved funds, etc.)? Explain in detail.

5.05 Fiscal Impact

The applicant must provide detailed information answering the following inquiries:

- a) What is the estimated cost of the proposed real property improvements?
- b) How much real property value will be added to the tax roll by the end of the abatement period?
- c) How much direct sales tax will be generated?
- d) What is the proposed depreciation schedule for real property to be abated?

5.06 Community Impact

The applicant must provide detailed information answering the following inquiries:

- a) What effect (approximately) will the proposed project have on the local housing market?
- b) What environmental impact, if any, will be created by the project? Environmental impact information must be provided noting any anticipated impacts of the project on the environments, including, but not limited to, water quality, storm water and runoff, floodplain and wetlands, solid waste disposal, noise levels and air quality. Additionally, the company must provide a written company policy on air quality mitigation.
- c) What will be the estimated impact on the local school districts in numbers of new students?
- d) What support services or products, if any, will the applicant be procuring from the local business community in the construction of real property improvements, and with regard to its operations?

5.07 The applicant must supply a legal description of any subject real property with an area location and adjacent property owners' identified to the County.

5.08 Pursuant to §312.003 of the Property Tax Code, information submitted in the application process is confidential, and not subject to public disclosure until the tax abatement agreement is granted or denied.

**SECTION 6**  
**GUIDELINES FOR LENGTH AND LEVEL OF ABATEMENT**

6.01 When a determination has been made to offer tax abatement, the guidelines in section 6.02 below will may be used to determine the length and level of that abatement. These guidelines reflect maximum percentages and years, and apply to both new facilities and expansion or modernization of existing facilities. The Ellis County Commissioners Court is not bound by the terms of these guidelines. The Ellis County Commissioners Court will determine eligibility as well as the percentage and length of abatement on a case-by case basis.

**Commented [PW3]:** This permissive language provides more discretion. See the following proposed sentence, in green.

6.02

Maximum Percent of Value Which May Be Abated	Market Value (or)	New Full Time Employees	Maximum Years For Which Abatement May Be Granted
35%	1,000,000 – 2,500,000	26-50	3
40%	2,500,001 – 5,000,000	51-75	5
45%	5,000,001 – 10,000,000	76-100	7
50%	10,000,001 – 20,000,000	101-200	7
55%	20,000,001 – 35,000,000	201-300	7
60%	35,000,001 – 50,000,000	301-400	7
65%	50,000,001 – 65,000,000	401-500	7
70%	65,000,001 – AND OVER	501 – AND OVER	7

6.03 Deleted 11-06

6.04 If the market value of eligible improvements declines below the lower limit for eligibility for certain percentage abatement, then the abatement percentage to be applied shall be adjusted in accordance with the chart in Section 6.02. For example, if the market value of eligible improvements declines from \$70,000,000 to \$40,000,000, the abatement percentage shall decline from 70% to 60%. In no event shall an abatement percentage exceed the percentage agreed in the abatement agreement approved by the Ellis County Commissioners Court.

**SECTION 7  
PROCEDURAL GUIDELINE**

- 7.01 Any person or entity desiring that Ellis County consider tax abatement on real property must comply with the following procedural guidelines. Nothing herein shall imply or suggest that the County is under any obligation to provide tax abatement, or provide any length and/or level/value of tax abatement to any applicant.
- 7.02 Any person or entity desiring that Ellis County consider tax abatement on real property within the corporate limits of a municipality located within Ellis County must first obtain tax abatement from the municipality wherein the property is located. At the time a person or entity desiring tax abatement begins negotiations with a municipality seeking tax abatement for new construction, or expansion and/or modernization, the municipality will make the Commissioner of the Precinct wherein the property is located aware of the process. If tax abatement will be requested from Ellis County, Ellis County's representative will be invited to make comments during the negotiations. Ellis County's representative will make the municipality aware of any concerns/changes prior to a final action by the municipality.

7.03 Application Process

The applicant shall submit a letter of application for tax abatement to the County Judge for submission to the Commissioners Court. The application must:

- a) Give a detailed explanation of the proposed project (improvements to real property) with a description of creation/addition/retention of expected jobs; and,
- b) Address all criteria questions and information outlined in Section 5 above; and,
- c) Attach a current survey of the real property depicting the precise location of all proposed improvements and additions, along with a legal description of the real property where all improvements/additions will be located; and,
- d) Provide the name, address, telephone number, fax number and email address of the applicants as well as the contact persons, for purposes of the applications; and,
- e) Identify the type of business organization of the applicant (i.e. sole proprietorship, partnership, corporation, etc.) and any assumed or a trade name under which applicant operates: (i.e. Is the company in good standing and licensed to do business in Texas? If the company has an assumed name, where is the assumed name filed?), and,
- f) Provide documentation of the feasibility of the project (financing, etc.).
- g) In addition to the foregoing, the applicant shall complete the Ellis County Tax Abatement Worksheet, which is attached to these Tax Abatement Guidelines, Criteria and Procedures as Exhibit "A".
- h) All applications will be reviewed by the Commissioners Court's designee or designees for accuracy and completeness, and the applicant shall provide all verification of information provided or additional information requested by the Commissioners Court or its designee. When all such needed information has been provided, the application will be placed on the agenda for a meeting of the Commissioners Court for consideration.

7.04 The application shall be considered at a meeting of the Commissioners Court held in compliance with the Texas Open Meetings Act. If the abatement would involve the creation or expansion of a Reinvestment Zone, a public hearing must first be held in accordance with the procedures and notice required in Chapter 312 of the Property Tax Code. No applicant has a legal right or expectation to a favorable determination by the Commissioners Court.

Commented [PW4]: This period was missing.

7.05 The abatement, if granted, must be made pursuant to a tax abatement agreement which meets all of the requirements of law and is acceptable to the Commissioners Court. A tax abatement agreement must be approved by the Commissioners Court for execution by the County Judge before it can be effective. Any abatement is for County taxes only, and does not provide abatement from taxation by other entities in whose taxing jurisdiction the property may be located unless otherwise provided by state law.

7.06 The tax abatement agreement must contain all of the requirements of §312.402 of the Property Tax Code (V.T.C.A.), as amended.

7.07 Property owned or leased by a member of the Commissioners Court is not eligible for tax abatement.

- 7.08 A tax abatement granted by Ellis County to an applicant pursuant to this order may not be assigned to another person or entity seeking tax abatement without the approval of the Ellis County Commissioners Court. An application for an assignment of tax abatement must be supported by a financial statement of the new person or entity seeking tax abatement.

**SECTION 8**  
**CERTIFICATION BY APPLICANT,**  
**COMPLIANCE AUDITS, REVIEWS AND INSPECTIONS**

- 8.01 Beginning on or before December 31st of the year which establishes "Base Year Value" for the agreement, and throughout the term of such agreement, the Owner will submit to the Ellis County Judge and the Ellis Central Appraisal District a statement annually, preferably on or before December 31st of each year, but no later than fifteen (15) days prior to the last date on which the Ellis Central Appraisal District may remove property from the tax rolls for exemption purposes, which provides the names and addresses of employees, number of jobs, dollar amount of payroll, type of equipment (if applicable) and the square footage of qualified facilities in the zone and all other information necessary to show compliance with the tax abatement agreement and the requirements of these Guidelines. This statement must also contain a certification by the Owner that all terms of the tax abatement and these Guidelines have been met by the Owner. The County shall have the right if it deems necessary to examine the Owner's appropriate records and to renegotiate or adjust the abatement based on the verified information provided by applicant's statement.
- 8.02 The County and/or the Ellis Central Appraisal District shall have the right to review compliance for full or partial recapture in the event that the applicant fails to perform in "good faith". If a project is not completed as specified in the tax abatement agreement, the County has the right to cancel the abatement agreement and abated taxes shall become due to the County and other affected taxing units as provided by law. If any of the provisions contained in the tax abatement agreement, i.e., employment, amount of investment, etc., are not met, the County shall have the right to reduce or cancel the abatement agreement. If a project granted a tax abatement ceases to operate or is no longer in conformance with the tax abatement agreement, the agreement shall not be in effect for the period of time during which the project is not operating or is not in conformance.
- 8.03 Violations of the terms of the tax abatement agreement by the tax abatement recipient may result in the full or partial loss of the abatement and give rise to a right of the County to recoup taxes abated. Commissioners' Court may cancel the entire agreement, or modify it if the owner fails to comply with the terms of the agreement.

**SECTION 9**  
**AUTHORIZATION TO MODIFY PROCEDURES WHERE TAX ABATEMENT IN QUESTION INVOLVES PROPERTY IN A MUNICIPAL INVESTMENT ZONE**

Commented [PW5]: This word was misspelled.

9.01 When the abatement proposed involves property located within a municipal Reinvestment Zone for which the municipality has entered into a tax abatement agreement, the procedures for application, certification, review and audit may be modified by the County or its designee as follows:

- a) The County or its designee may allow the Owner/proponent's application to the municipality for tax abatement to be filed as that Owner/proponent's application to the County, if by means of a letter from the applicant requesting abatement and offering the identical municipal application as his/her information submittal. ~~Of course, Even if duplication of a municipal application this is allowed, it will not~~ nothing will bar the County or its designee from requesting additional information from the applicant where deemed necessary.
- b) The municipality's review of the veracity of the information submitted may be relied upon by the County without the unnecessary expense of duplication of efforts.
- c) The investigation and evaluation of the project, project feasibility and project benefits made by the municipality may be relied upon by the County without the unnecessary expense of duplication of efforts; and
- d) Post-agreement reviews conducted by the municipality to determine compliance with the application may be relied upon by the County without the need of incurring the unnecessary expense of duplication of efforts.

Commented [PW6]: This period was missing.

9.02 Notwithstanding Section 9.01 above, the County does not waive its rights to conduct inspections, reviews, audits, or to request information with regard to an applicant or abatement recipient.

9.03 Notwithstanding anything to the contrary above, the abatement recipient must make the annual certifications to the County required by Section 8.01 above regardless of whether the abatement recipient is also making such certifications to the City.

**SECTION 10**  
**REPORTING REINVESTMENT ZONES AND TAX ABATEMENT AGREEMENTS NOTIFYING OTHER GOVERNMENTAL ENTITIES OF TAX ABATEMENT AGREEMENT, AND MISCELLANEOUS PROVISIONS**

10.01 Pursuant to §312.005 of the Property Tax Code (V.T.C.A.), as amended, the County is required to deliver to the Texas Department of Commerce and to the State Comptroller before April 1 of the year following which a Reinvestment Zone is designated or a tax abatement agreement is executed a report providing all of the information required by §312.005. The County Judge or his or her designee is established as the County liaison with the State for this purpose.

- 10.02 Pursuant to §312.2041 of the Property Tax Code (V.T.C.A.), as amended, the County is required to, not later than the seventh (7th) day before the date on which Ellis County enters into a tax abatement agreement, deliver to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the agreement is located a written notice that the County intends to enter into the agreement. The notice must include a copy of the proposed agreement.
- 10.03 Passage of these Tax Abatement Guidelines and Procedures shall amend and supersede all prior guidelines of the County, if any, governing this subject, but shall not affect the validity of tax abatement agreements of the County existing as of the date of the passage of these Tax Abatement Guidelines, Criteria and Procedures.
- 10.04 Any portion of these guidelines and procedures which shall be determined to be in violation of the Constitution or laws of this State or the United States shall not affect the remaining portion of the guidelines and procedures which shall remain in effect.

Approved by Commissioners Court  
On August 12, 1996  
Minute Order No. 96-188

Renewed, Reaffirmed, Reenacted  
On July 13, 1998  
Minute Order No. 98-192

Renewed, Reaffirmed, Reenacted  
On July 10, 2000  
Minute Order No. 20-213

Renewed, Reaffirmed, Reenacted  
On November 12, 2002  
Minute Order No. 405.02

Renewed, Reaffirmed, Reenacted  
On October 11, 2004  
Minute Order No. 397.04

Renewed, Reaffirmed, Reenacted  
On November 13, 2006  
Minute Order No. 457.06

Renewed, Reaffirmed, Reenacted  
On February 23, 2009  
Minute Order No. 145.09

Renewed, Reaffirmed, Reenacted  
On February 28, 2011  
Minute Order No. 135.11

Renewed, Reaffirmed, Reenacted  
On August 25, 2011  
Minute Order No. 300.11

Renewed, Reaffirmed, Reenacted  
On August 12, 2013

Minute Order No. \_\_\_\_

**PASSED AND APPROVED IN OPEN COURT** on this the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Carol Bush, County Judge

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct 1

\_\_\_\_\_  
Commissioner Bill Dodson, Layne Grayson

\_\_\_\_\_  
Commissioner Paul Perry, Precinct 3

\_\_\_\_\_  
Commissioner Kyle Butler, Precinct 4

Attest:

\_\_\_\_\_  
Cindy Polley, County Clerk

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**(EXHIBIT A)**  
**WORKSHEET FOR APPLICANTS**  
**ELLIS COUNTY TAX ABATEMENT GUIDELINES**

The Tax Abatement Guidelines, Criteria and Procedures for Ellis County is available online at the County's website ([www.co.ellis.tx.us](http://www.co.ellis.tx.us)). The following Worksheet sets forth information from the Tax Abatement Guidelines to aid the applicant in providing the information necessary for the County Commissioners to vote on the abatement request.

The information required in this Worksheet will be used by the Commissioners' Court to determine whether it is in the best interest of the County to offer a tax abatement to a particular applicant. Please provide the most accurate information and estimates possible based upon available information. All applications will be reviewed by the Commissioners Court and its designee or designees for accuracy and completeness. The Commissioners Court or its designee may request additional information and documentation to support the methodologies utilized in response to the Worksheet. When all necessary information has been provided, the application will be placed on the Agenda for a meeting of the Commissioners Court for consideration.

A formal letter of application for tax abatement must be submitted to the County Judge, 101 W. Main Street, Historic Courthouse, Waxahachie, Texas 75165. The letter of application should generally describe the intended improvements for which an abatement is requested. The letter of application must contain the following attachments:

- a) A completed Worksheet, as provided below. In response to the specific items requested within the Worksheet, please provide as much detail as possible, including supporting documentation. If more space is needed, please supplement the Worksheet with the necessary information. The completed worksheet must be signed by an authorized representative of the applicant.
- b) A current survey of the real property depicting the precise location of all proposed improvements and additions, along with a legal description of the real property where all improvements/additions will be located.
- c) If the subject property located within the incorporated limits of a municipality, all documentation indicating that the subject property is located within a municipal reinvestment zone and that the municipality has entered into a tax abatement agreement with regard to the subject property.
- d) The name, address, telephone number, fax number and email address of the applicant as well as the contact persons, for purposes of the application.
- e) Documentation identifying the type of business organization of the applicant (i.e. sole proprietorship, partnership, corporation, etc.) and any assumed or a trade name under which applicant operates. Additionally, documentation indicating that the company is in good standing and licensed to do business in Texas. If the company has an assumed name, documentation pertaining to the filing of the assumed name.
- f) Documentation supporting the feasibility of the project (financing, etc.)

**Employment Impact**

Please provide detailed information answering the following inquiries:

- a) What is the estimated number of permanent, full-time new jobs that will be created in Ellis County?

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- b) What is the estimated number of permanent, full-time jobs that will be retained in Ellis County?

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- c) How many new, temporary and/or part-time jobs will be created in Ellis County?

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- d) How many new, temporary and/or part-time jobs will be retained in Ellis County?

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- e) What types of jobs will be created?

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- f) What is the estimated multiplier effect on Ellis County's economy?

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**Employee Benefits**

A health benefit plan must be offered to its full-time employees at a rate that is reasonable to the majority of its employees and which allows access to the plan by the employees' dependents. Please describe the health benefit plan:

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**Proposed Improvements**

Please provide detailed information answering the following inquiries:

- a) Identify and describe the kind, number and location of all proposed real property improvements to the property and discuss the development schedule of the proposed improvements and/or additions.

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- b) To what extent, if any, will additional public infrastructure improvements be needed? Detail the plans, if any, in existence for the provision of such improvements.

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- c) What governmental approvals or permits will be required for the improvements?

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- d) Is the financial capital required to complete this project already available (i.e. financing commitments, reserved funds, etc.)? Explain in detail.

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**Fiscal Impact**

Please provide detailed information answering the following inquiries:

- a) What is the estimated cost of the proposed real property improvements?

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- b) How much real property value will be added to the tax roll by the end of the abatement period?

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- c) How much direct sales tax will be generated?

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d) What is the proposed depreciation schedule for real property to be abated?

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**Community Impact**

Please provide detailed information answering the following inquiries:

a) What effect (approximately) will the proposed project have on the local housing market?

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b) What environmental impact, if any, will be created by the project? Environmental impact information must be provided noting any anticipated impacts of the project on the environments, including, but not limited to, water quality, storm water and runoff, floodplain and wetlands, solid waste disposal, noise levels and air quality. Additionally, the company must provide a written company policy on air quality mitigation.

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c) What will be the estimated impact on the local school districts in numbers of new students?

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d) What support services or products, if any, will the applicant be procuring from the local business community in the construction of real property improvements, and with regard to its operations?

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Confidentiality

Pursuant to §312.003 of the Property Tax Code, information submitted to support an application for a tax abatement is confidential during the pendency of the application, and not subject to public disclosure until the tax abatement agreement is granted or denied.

Disclaimer

The undersigned declares that he/she is authorized to act on behalf of the applicant for the purpose of making this application, and further declares that the information contained within this document and the supporting documentation is true and correct."

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature as Authorized Representative

\_\_\_\_\_  
Name of Company or Corporation

\_\_\_\_\_  
Address (City, State, Zip Code)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

Please forward the completed packet to the attention of the:

County Judge  
101 W. Main Street  
Historic Courthouse  
Waxahachie, Texas 75165.

Thank you for your interest in Ellis County.