

AS

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT  
October 2018

**Selected major activities since last report****Miles traveled: 1765**

- 10/2: Club Meeting: Wagon Wheel 4-H, agent assisted with program. 10 adults, 7 students
- 10/2-10/4: State Fair of Texas-Barrows & Steers, 1 barrow, 26 prospect steers, 5 market steers
- 10/6: Clover Campaign at Tractor Supply in Ennis, Waxahachie, & Midlothian 20 students, 8 adults
- 10/6: 350 Benefit for Ellis County Expo. Agent supervised Ambassadors
  - 4-H members provided desserts. ECYE Ambassadors worked the door and assisted with desserts and clean-up
- 10/8: Commissioner's Court-Interpretation, National 4-H Week, and presentation of new agent
- 10/9: Program: Pettigrew Academy, agent led experiments on coke/Mentos explosions, and seed planting. 18 youth, 2 adults
- 10/9: Livestock Coalition meeting, 6 adults present
- 10/10: State Fair of Texas Wildlife Contest, 7 students and 11 adults
- 10/12-13: HOT Fair-Goats, Lambs, Steers, 3 goats, 5 steers
- 10/14: State Fair of Texas-Heifers, Dairy Goats, & Rabbits, 5 heifers, 22 dairy goats, and 5 rabbits
- 10/16: Program: Pettigrew Academy, 15 students, 2 adults
- 10/18: United Way of West Ellis County Meeting
- 10/20-21: State Fair of Texas-British & Continental Heifers, 18 heifers
- 10/22: Program Planning meeting at Heritage High School. 15 students, 2 adults
- 10/22: Club Meeting: Shooting Sports, agent assisted with Wildlife Practice, 23 students, 15 adults
- 10/23: State Lamb & Goat Validation
- 10/24: ECYE Show Committee meeting
- 10/25: Program Planning Conference, Open House at Boys & Girls Club, 12 students, 6 adults
- 10/26: Walnut Grove Middle School, Path to the Plate: 376 students, 28 youth volunteers, 8 adults
- 10/26-28: District 8 Council Retreat, Agent serves as advisor
- 10/29: Interpretation Workshop
- 10/29-11/1: Major Show Entry Days
- 10/30: Club Meeting: JBARC, agent attended meeting, 10 students, 8 adults

**Educational Contacts****Educational Programming:**

Programs ..... 7  
 Participants.....503

**Educational Contacts:**

Site Visits 4-H..... 7  
 Telephone..... 786  
 Office Visits..... 61  
 E-mails.....929  
 Newsletters/letters..... 465  
 Faxes ..... 15

**Media Outreach:**

News Releases..... 2  
 TV/Radio..... 2  
 Website Hits..... 207

Social Media Contacts..... 51 posts on FB, 1654 follows (23,053 post reach, 1 ads), 48 on Instagram (399 follows)

**Major plans for next month**

- Holiday Classic
- County Council/ALA
- Programs at Pettigrew Academy
- United Way Funding Hearing
- Ennis ISD AG Awareness Day
- Elected Official Breakfast
- County Food Show/Food Challenge
- Club Meeting
- State Swine Validation
- National Congress
- Rabbit Workshop

Name: Megan Parr

Title: County Extension Agent 4-H

Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis

Date: 11/05/2018

# TEXAS A&M *AgrLife* EXTENSION

The Texas A&M University System

## MONTHLY SCHEDULE OF TRAVEL

NAME: Megan Parr

TITLE: County Extension Agent - 4-H

COUNTY: Ellis

MONTH October 2018

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
10/2	Club Meeting-Wagon Wheel 4-H, agent assisted with program	22		
10/3	State Fair of Texas-Barrows & Steers	92		
10/4	State Fair of Texas-Barrows & Steers	92		
10/6	Clover Campaign, Ennis, Waxahachie, & Midlothian	38		
10/10	State Fair of Texas-Wildlife Contest	92		
10/12	HOT Fair-Goats, Lambs, Steers	230		
10/13	HOT Fair-Goats, Lambs, Steers	230		
10/14	State Fair of Texas-Heifers, Dairy Goats, Rabbits	92		
10/16	Program: Pettigrew Academy	16		
10/18	United Way of Western Ellis County, Midlothian	22		
10/20	State Fair of Texas-Heifers	92		
10/21	State Fair of Texas-Heifers	92		
10/22	Program Planning at Heritage High School-Path to the Plate	22		
10/23	State Lamb & Goat Validation	12		
10/25	Boys & Girls Club Open House	17		
10/26	Walnut Grove Middle School-Path to the Plate	22		
10/26-28	District 8 Council Retreat, Brownwood	380		
10/29	Elected Official Interpretation Workshop, Stephenville	202		
<b>Total</b>		<b>1765</b>		

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 11/05/2018

Signed: \_\_\_\_\_

*IV Legantitan*

**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: October 2018**

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
10/1	Waxahachie -Dallas-Return-State Fair of Texas Show	112		
10/2	Waxahachie -Dallas-Return-State Fair of Texas	97		
10/3	Waxahachie- Dallas-Return-State Fair of Texas	99		
10/4	Waxahachie -Dallas-Return-State Fair of Texas	117		
10/5	Waxahachie-Dallas Area-Return-SFT and 350 Banquet Prep	182		
10/6	Waxahachie Area- 350 Benefit	29		
10/7	Waxahachie Area—350 Benefit clean up	17		
10/9	Waxahachie -Dallas-Return-SFT Junior Livestock Judging Contest	112		
10/10	Waxahachie – Dallas-Return -SFT Junior Heifer Show	99		
10/11	Waxahachie – Dallas-Waco-Return-SFT Junior Heifer Show	240		
10/12	Waxahachie - Dallas-Waco-Return-SFT Junior Heifer Show/Heart of Texas Fair	99		
10/13	Waxahachie -Dallas-Waco-Return- Junior Heifer Show	107		
10/14	Waxahachie – Dallas-Waco-Return-Junior Heifer Show	113		
10/16	Waxahachie Area-Retired Teacher Program/New Landowner Program	17		
10/17	Waxahachie-Dallas-Return-SFT Junior Heifer Show	99		
10/18	Waxahachie-Dallas-Return-SFT Junior Heifer Show	103		
10/19	Waxahachie-Dallas-Return-SFT Junior Heifer Show	112		
10/20	Waxahachie-Dallas-Return-SFT Junior Heifer Show	98		
10/21	Waxahachie-Dallas-Return-SFT Junior Heifer Show	127		
10/22	Waxahachie – Palmer – Ferris – Return-State Jr. Heifer Validation	136		

10/24	Waxahachie Area-Ellis County Youth Expo Show Committee Meeting	13		
10/25	Waxahachie Area-Master Gardener Board Meeting	6		
10/26	Waxahachie Area-Ellis County Youth Expo Commercial Heifer Show/Sale	21		
10/27	Waxahachie Area-Ellis County Youth Expo Commercial Heifer Show/Sale-Fall Beef Educational Program	36		
10/28	Waxahachie-Ennis Area-State Junior Heifer Validation	79		
10/29	Waxahachie-Stephenville-Return-District In-Service Training	221		
10/30	Waxahachie Area- TDA Training/ Jr Heifer Validation/New Landowner Program	98		
10/31	Waxahachie Area-Major Show Entry Sign-ups	3		
		2608		

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: 10/31/18 Signed: Mark Eld

# EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

## Miles traveled: 2608

### Selected major activities since last report

October 2018

- 10/1-4 State Fair of Texas Jr. Steer Show. 19 Ellis County 4-H members exhibited 27 steer projects in both the Junior Prospect and Market Steer Show at the State Fair of Texas. Several high placing animals were exhibited by local 4-H youth including the Champion Light Weight American Breed Steer in the Market Steer Show by Elizabeth Norwood of Midlothian. And she sold her project through the Junior Livestock Sale of Champions.
- 10/6 Agent assisted Ellis County Youth Expo Board of Directors and volunteers with their annual "350" Benefit, raising over \$15,000 annually for building maintenance and improvements.
- 10/9 Agent attended State Fair of Texas Junior Livestock Judging Contest with 8 Ellis County 4-H members participating. Members learn how to evaluate both market and breeding animals of beef, swine, sheep and goat species.
- 10/10-14 5 Ellis County 4-H Beef Project members exhibited 6 beef heifers with many high receiving high placing honors including champions and reserve Champion Division winners in the Santa Gertrudis and Brangus divisions.
- 10/16 Agent provided educational program on Water Conserving Plant Selections to 21 retired teachers during their regular meeting and conducted first session of New Landowner Educational meeting. Topics covered were "Soil and Soil Fertility."
- 10/17-21 11 Ellis County 4-H members exhibiting 16 Beef projects at the State Fair of Texas Junior Heifer Show. Several high placing animals were exhibited by Ellis County Youth. Paula Cervantes, Armilio Arizpe, Jonathan Koscielniak, Madelyn Makovy, and Jordan Jenkins, Brayden DeBorde, Brigham DeBorde, Brennan Harrison of Ennis, Kyal, Wesley and Peyton Browne of Waxahachie, and Marto Williams of Palmer.
- 10/22 Agent conducted State Heifer Validation for 4-H/FFA members in Ellis County. To be eligible to show heifer projects at major shows in Texas, they must be verified to insure ownership date and permanent brands on tattoos.
- 10/23 Agent conducted 2<sup>nd</sup> session of four-part New Landowner Education Program which covers pasture management, weed and brush control.
- 10/24 Agent met with 19 Ellis County Ag Science Teachers, volunteer and officials to make plans for the annual Educational Achievement Event to be held March 24 – 30, 2019.
- 10/25 Agents met with District Supervisor to discuss 2019 Program Planning and Ag Agent met with 11 Master Gardener Board Director members to discuss and plan educational plans for 2019.
- 10/27 35 area Beef Producers attended Fall Beef Educational Program held in conjunction with annual Ellis County Youth Expo Commercial Heifer Show and Sale.
- 10/29 Agents attended District In-Service Training in Stephenville.

10/30 Agent conducted monthly (TDA) Texas Department of Agriculture Private Applicator Training for 3 area producers. Training is required in order for producers to take the test to become a Licensed Private Applicator.

10/29-31 Spring major show sign up nights for Ellis County 4-H members, parents and leaders with the entry process for members to show at Fort Worth, San Angelo, San Antonio, Houston and Austin shows.

Phone calls, emails, office, home, farm and ranch visits as needed.

**Educational Programming**

Programs	18
Participants	368+

**Educational Contacts**

Site Visits 4-H	5
Site Visits Ag	6
Telephone	675
MG/MN Telephone	95
Office Visits	130
E-Mails	645
Newsletter/Letters	608
E-Gardening Newsletters	1605

**Media Outreach:**

Website hits	183
News Releases	3
Facebook posts	7
MG/MN new releases	3
MG/MN magazine	4
MG TV/Radio	4

**Major plans for next month**

11/1	Major Show Entry Sign up for 4-H Livestock Members, Waxahachie
11/2, 3, 4	District 8 Holiday Classic Educational Stock Show, Belton
11/6	New Landowner Educational Meeting Series, Waxahachie
11/8	Fall Row Crop Educational Program, Waxahachie
11/13	Elected Official Interpretation Breakfast, Waxahachie
11/13	Master Gardener Monthly Meeting
11/14-17	Swine Project Selections for 4-H members, Duncan, Oklahoma
11/26	Beef Project Workday, Waxahachie
11/27	Texas Department of Agriculture Training, Waxahachie
11/28	Ellis County Youth Expo Planning Meeting

**Mark Arnold**

**Name**

**County Extension Agent - Agriculture**

**Title**

**Ellis**

**County**

**11/1/18**

**Date**

**ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT**

F1

NOV 02 2018

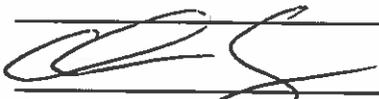
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

**TRANSFER FROM:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
042-0942-30302-00000-000	Fund Balance	875.60

**TRANSFER TO:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
042-0942-50802-00000-000	Equipment	875.60

  
Signature of Department Head

November 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 \_\_\_\_\_, 2018/2019

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

Approved by County Auditor's Office:

DeVonda Spivey 11/16/18

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ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

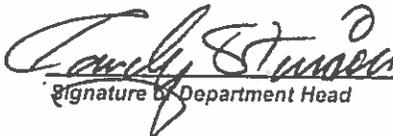
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50807-00000-000	FM-Gen Misc.	\$5,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50923-00000-000	FM- Bldg Improv.	\$5,000.00



Signature of Department Head

11-13-18  
Date Signed

Road & Bridge Pct.1  
Department

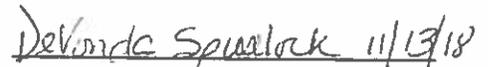
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018/2019

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

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

Approved by County Auditor's Office:

 11/13/18

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ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50558	Contingencies/Reserve	1,715

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0110-50601	Travel Reimbursement	715
001-0110-50801	Supplies	1,000

Signature of Department Head

Date Signed

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

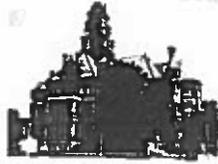
Approved by County Auditor's Office:

*DeVonde Saurborn 11/16/18*



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR

fy



JOHN BRIDGES, RTA, CTA, CSTA

P.O. Drawer 188  
Waxahachie, TX 75168-0188  
(972) 825-5150  
Fax (972) 825-5151  
E-Mail: john.bridges@publicans.com  
Website: www.elliscountytax.com

November 7, 2018

Request for Approval of November 20, 2018  
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Town Square Title	180339	Total: \$6,517.86



**JOHN BRIDGES RTA, CTA, CSTA**  
**Ellis County Tax Assessor - Collector**  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150  
 Fax No.: 972-825-5151

Print Date: 11/01/2018

**TOWN SQUARE TITLE CO., LLC**  
 2001 BATES DR., STE 400  
 WAXAHACHIE, TX 75167

<b>Account Number</b> 180339
<b>Legal Description of the Property</b> 99 J B BOUNDS 1 ACRES  1724 N INTERSTATE 35 75165
<b>OWNER</b> PADUA FRANCISCO JR

**2018 OVERAGE AMOUNT \$6,517.86**

70 ELLIS COUNTY, 170 LTRD, 212 WAXAHACHIE ISD, 390 CITY OF WAXAHACHIE

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Town Square Title</u>			
	Address: <u>2001 Bates Dr. Suite 400</u>			
	City, State, Zip: <u>Waxahachie TX 75165</u>			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.: <u>972-935-0800</u>		E-Mail Address: <u>damstron@townsquaretitle.com</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Town Square Title</u>	<u>1531639</u>	<u>10/30/18</u>	<u>9,759.60</u>
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED)			DATE
	<u>Brook Armstrong</u>			<u>11/7/18</u>
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid

Notes

Go To:

RACHCONTE  
ACT80122 v1.89

11/07/2018 15:14:44  
ACTELLIS

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Check No.	Payment Amount	Applied Transaction Amount	Transaction Type	Account No.	Payer
W181031LW	180339								
Check Image	Receipt Date	Remit Seq No.	Check No.	Check No.	Payment Type	Payment Amount	Applied Transaction Amount	Transaction Type	Account No.
200103223182	01/01/9999	0	BALANCING RECOF	153639	CH	\$756.43	\$756.43	180339	UNKNOWN
200103223182	01/01/9999	0	BALANCING RECOF	153639	CH	\$410.13	\$410.13	180339	UNKNOWN
200103223182	01/01/9999	0	BALANCING RECOF	153639	CH	\$28.06	\$28.06	180339	UNKNOWN
200103223182	01/01/9999	0	BALANCING RECOF	153639	CH	\$175.80	\$175.80	180339	UNKNOWN
200103223182	01/01/9999	0	BALANCING RECOF	153639	CH	\$20.09	\$20.09	180339	UNKNOWN
W181031LW	10/31/2018	38780729	BALANCING RECOF	153639	CH	\$9,759.60	\$9,759.60	180339	286631989-TOWN SQUAR
W181031LW	10/31/2018	38780729	BALANCING RECOF	153639	CH	\$9,759.60	\$3,241.74	180339	286631989-TOWN SQUAR
W180205MG9	01/31/2018	37662148	BALANCING RECOF	109	CH	\$9,840.40	\$3,269.71	180339	PADUA FRANCISCO JR
W170327LW	03/27/2017	35135293	BALANCING RECOF	1426	CH	\$10,809.85	\$3,591.06	180339	PADUA FRANCISCO JR
W160107MG	12/31/2015	30745091	BALANCING RECOF	1374	CH	\$9,916.21	\$3,294.28	180339	PADUA FRANCISCO JR
141229HS1	12/29/2014	27502438	BALANCING RECOF	1211	CH	\$9,447.76	\$3,139.00	180339	PADUA FRANCISCO JR
20131227MG2	12/27/2013	24570318	BALANCING RECOF	1144	CH	\$9,394.74	\$3,131.58	180339	PADUA FRANCISCO JR
							Applied Total	\$70,347.18	



**AGENDA ITEM NO. SP1**  
Ellis County Commissioners' Court  
November 20, 2018



**SHORT TITLE:**

Simplified plat of N.B. Ranch Estates, Lots 1 & 2

**LEGAL CAPTION:**

Consider & act upon a simplified plat of N.B. Ranch Estates, Lots 1 & 2. The property contains a total of ± 10.51 acres of land in the M.D. Bullion Survey, Abstract No. 166 located on the north side of Old Maypearl Road ± 700 feet west of Alyssa Lane, Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT:**

Charles Nolen



**PURPOSE:**

The applicant wishes to subdivide this property into two (2) lots along Old Maypearl Road. The lots are ± 4.722 and ± 5.186 acres, respectively.



**HISTORY:**

There is no other history associated with this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan**

This plat shows a total right-of-way dedication ranging from 10.44 feet to thirty (30) feet along Old Maypearl Road to convert it from prescriptive to dedicated right-of-way. 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.

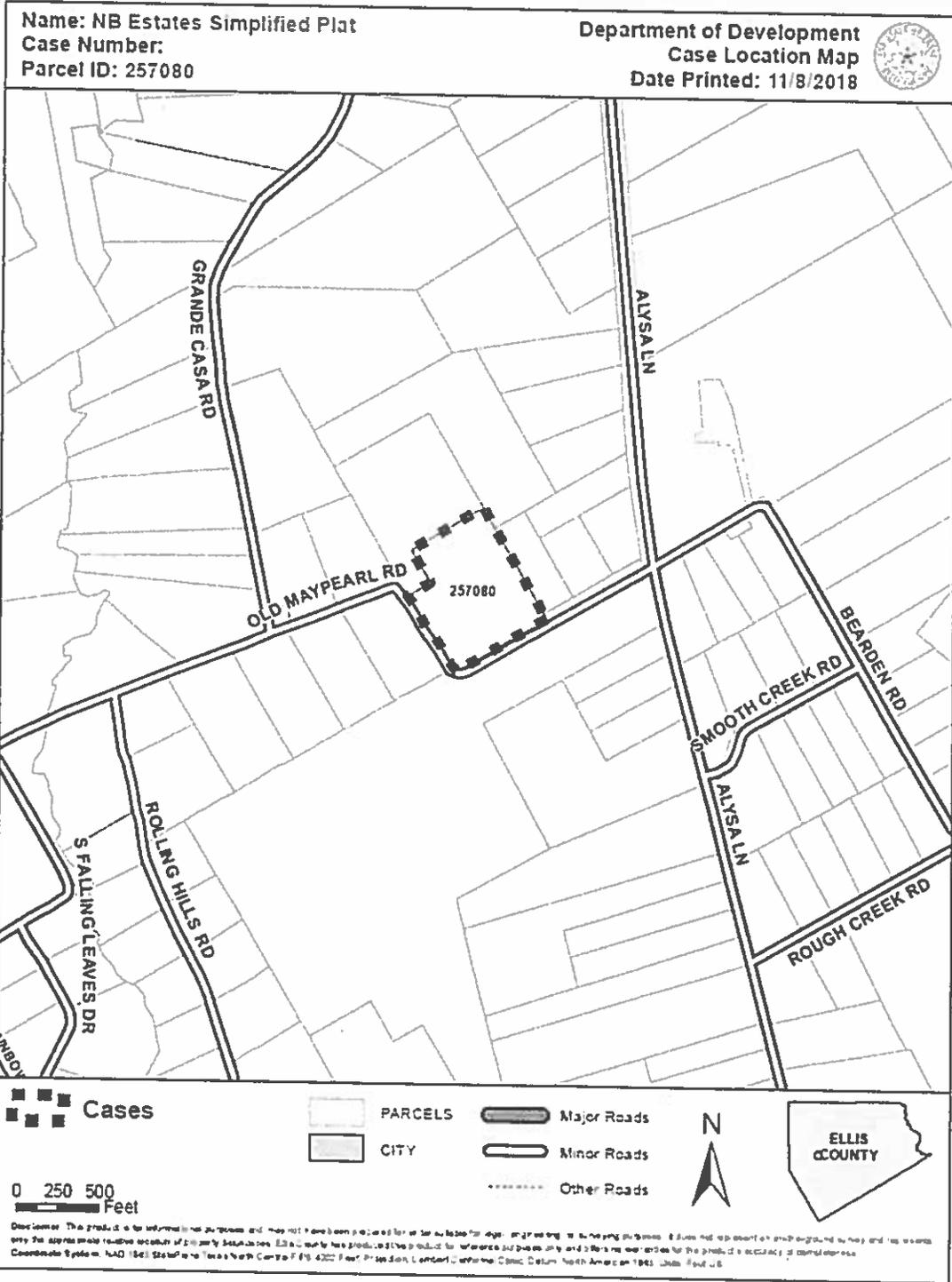


**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1







**AGENDA ITEM NO. SP2**  
Ellis County Commissioners' Court  
November 20, 2018



**SHORT TITLE:**

Simplified plat of Sofia Estates, Lots 1 & 2

**LEGAL CAPTION:**

Consider & act upon a simplified plat of Sofia Estates, Lots 1-2. The property contains a total of ± 2.222 acres of land in the M. Phelps Survey, Abstract No. 824 located on the east side of F.M. 983 ± 960 feet south of Jimmie Birdwell Blvd, Ferris, Road & Bridge Precinct No. 1.



**APPLICANT:**

Sofia Rodriguez



**PURPOSE:**

The applicant wishes to subdivide this property into two (2) lots along F.M. 983 that were previously illegally subdivided. The lots are ± 1.141 and ± 1.081 acres, respectively.



**HISTORY:**

There is no other history associated with this property.



**OTHER RELEVANT INFORMATION:**

Thoroughfare Plan

No right-of-way is required along FM 983 as it has the necessary dedication allocated.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**ATTACHMENTS:**

1. Location Map
2. Simplified Plat

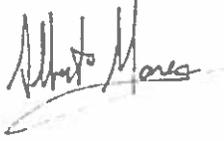


**RECOMMENDATION:**

Staff recommends approval of this request, as presented.



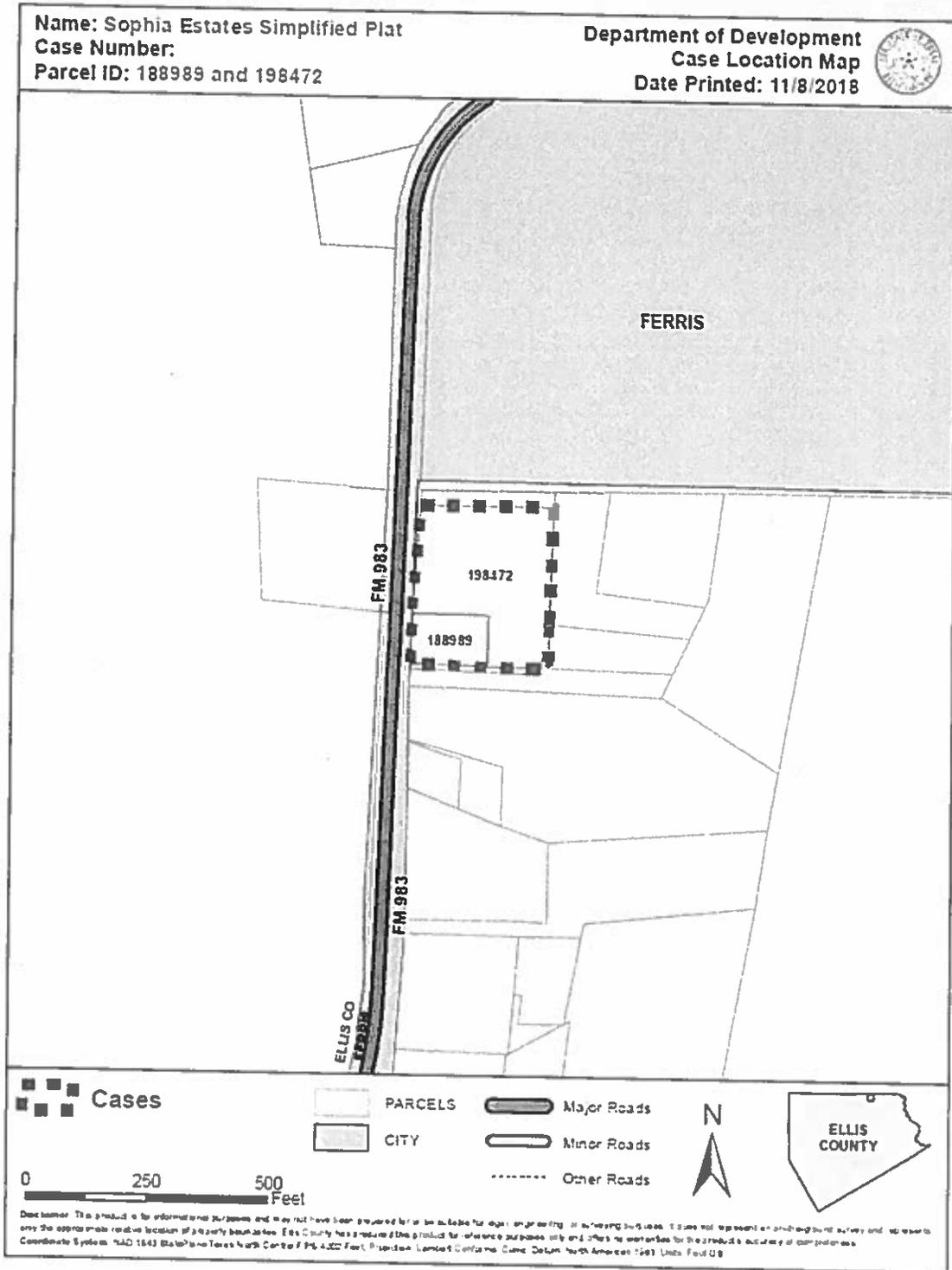
**APPROVED AND PRESENTED BY:**



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



ATTACHMENT NO. 1







AGENDA ITEM NO. SP3  
Ellis County Commissioners' Court  
November 20, 2018



**SHORT TITLE:**

Simplified plat of Snelders Subdivision, Lots 1-3

**LEGAL CAPTION:**

Consider & act upon a simplified plat of Snelders Subdivision, Lots 1-3. The property contains ± 10.101 acres of land located at the southwest intersection of Chmelar Road and Skrivanek Road, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road & Bridge Precinct No. 1.



**APPLICANT:**

Jeroen & Jacquie Snelders



**PURPOSE:**

The applicant wishes to subdivide this property into three (3) lots along Chmelar Road. The lots are ± 6.483, ± 1.625 and ± 1.625 acres, respectively.



**HISTORY:**

At its November 6 meeting, the Commissioners' Court approved road frontage and fire hydrant variances to allow this property to plat. There is no other history associated with this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan**

This plat shows a total right-of-way dedication ranging from 32.73 feet to 71.75 feet along Chmelar Road and a portion of Skrivanek Road to convert it from prescriptive to dedicated right-of-way. 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)

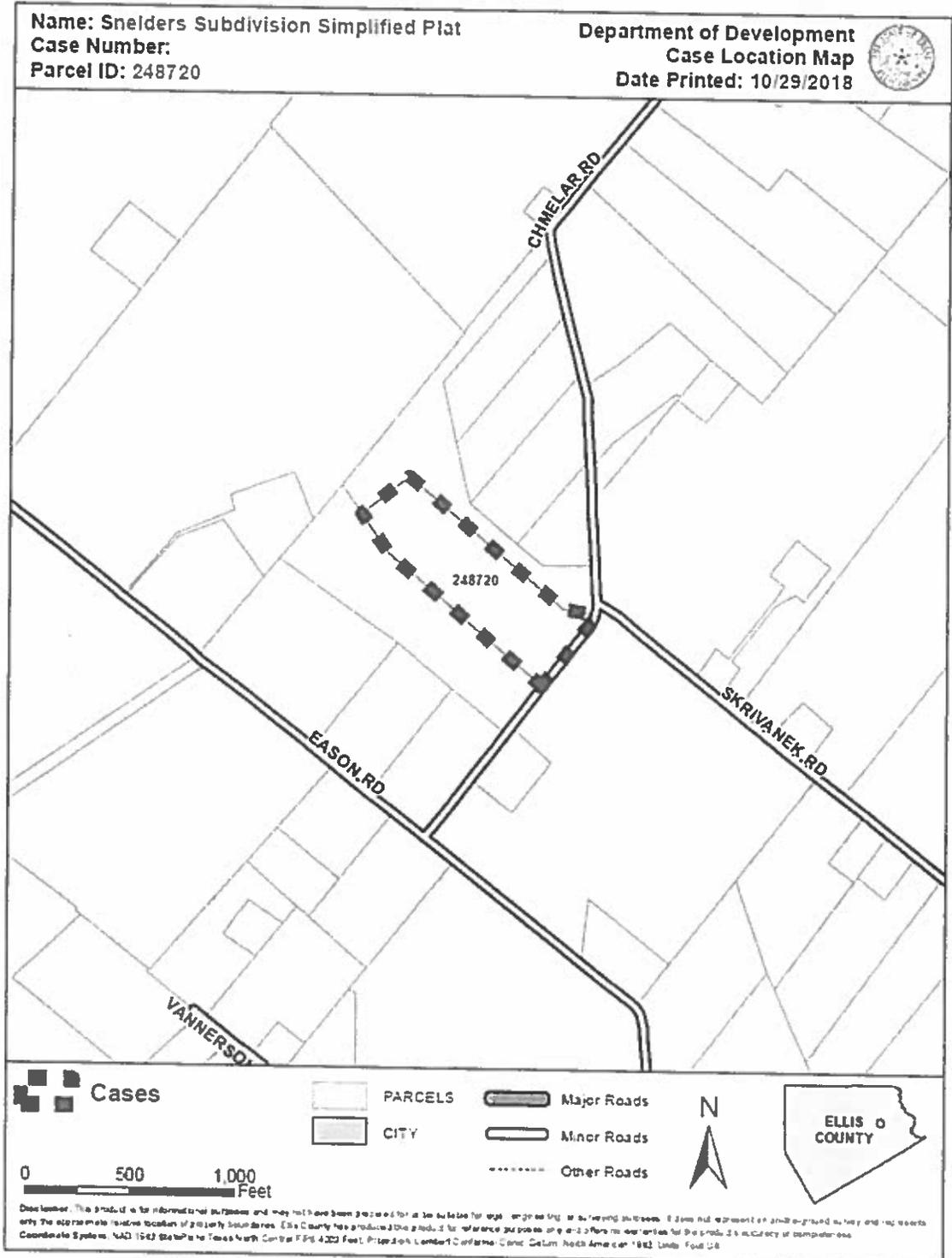


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1**







AGENDA ITEM NO. SP4  
Ellis County Commissioners' Court  
November 20, 2018



**SHORT TITLE:**

Simplified plat of Dewees Subdivision, Lot 1.

**LEGAL CAPTION:**

Consider & act upon a simplified plat of Dewees Subdivision, Lot 1. The property contains a total of ± 4.00 acres of land in the James Blair Survey, Abstract No. 115 located on the east side of Brigman Road ± 2,340 feet south of E.P. Dawson Road, Maypearl, Road & Bridge Precinct No. 3.



**APPLICANT:**

Donald Dewees



**PURPOSE:**

The applicant wishes to subdivide this property into one (1) 4-acre lot along Brigman Road.



**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 thirty (30) feet along Brigman Road to convert it from prescriptive to dedicated right-of-way. 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)

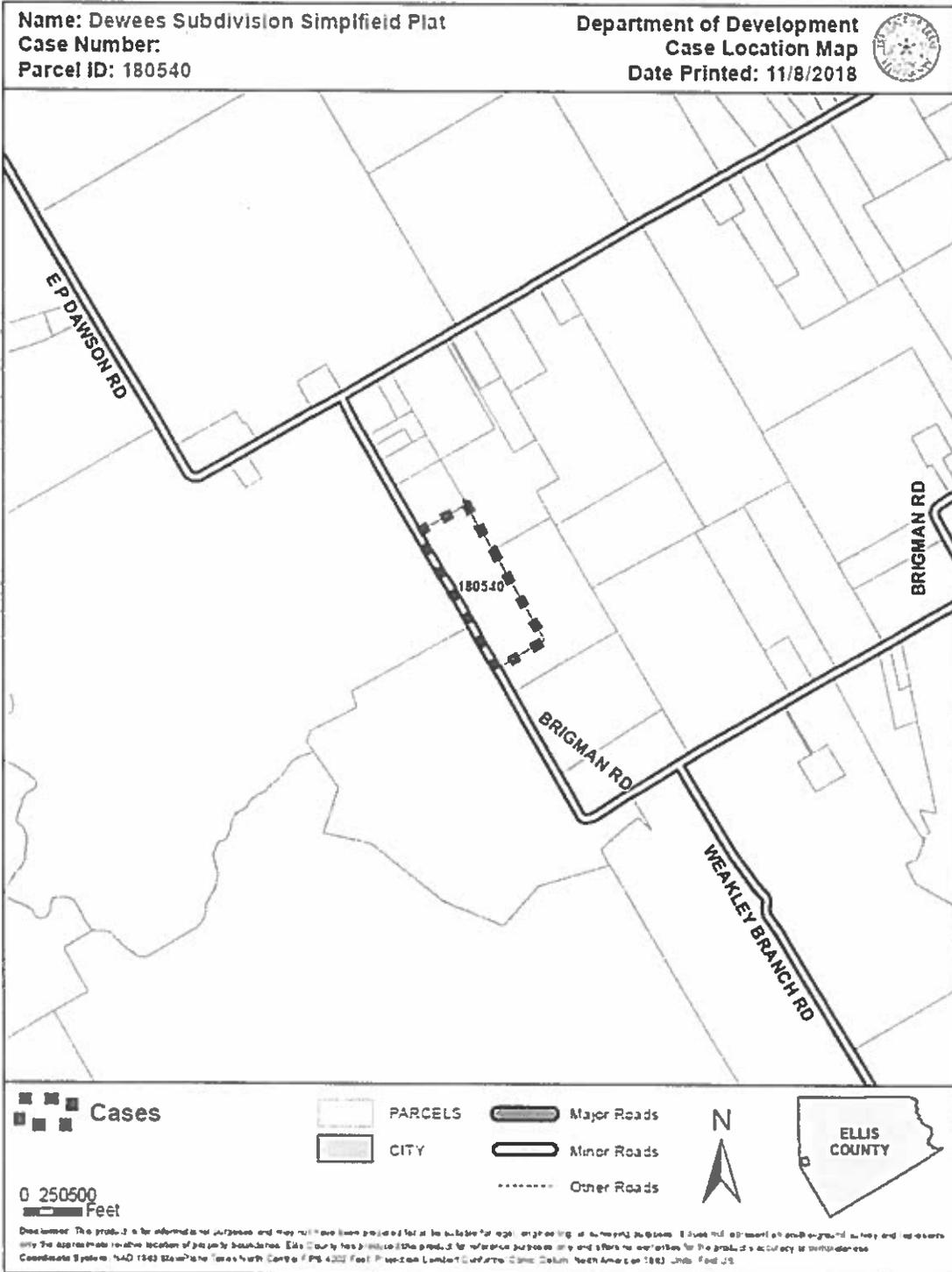


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1**







**AGENDA ITEM 1.1**  
Ellis County Commissioners' Court  
November 20, 2018



**SHORT TITLE:**

Replat of Grande Casa Ranchitos, Lots 6 & 12, Block C.

**LEGAL CAPTION:**

Consider & act upon a replat of Grande Casa Ranchitos, Lots 6 & 12, Block C. The property contains a total of ± 5.933 acres of land located at the southwest corner of Old Maypearl Road and Vinyard Drive, Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT(S):**

Matthew and Ruth Ann Howard



**PURPOSE:**

The applicants are requesting to adjust property lines and transfer forty (40) feet (± 0.297 acres) from Lot 6 to Lot 12. The proposed Lot 6R will go from ± 2.966 to ± 2.669 acres. The proposed Lot 12R will go from ± 2.966 to ± 3.263 acres.



**HISTORY:**

The Commissioners' Court initially approved a plat for this phase of Grande Casa Ranchitos on May 3, 1972, under Cabinet A, Slide 519.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

The previously-approved plat showed all the necessary right-of-way dedication. No new right-of-way dedications are required.

**Advertisement:**

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on October 17, 2018, and the Waxahachie Daily Light on October 21, November 7, and November 11, 2018. A total of eighteen (14) property owner notifications were sent, with eight (8) certified signed receipts returned. To date, the Department staff has not received any inquiries regarding this request.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**RECOMMENDATION:**

Staff recommends approval of this replat, 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)

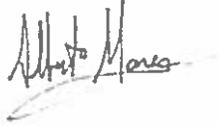


**ATTACHMENTS:**

1. Location Map
2. Replat
3. Public Notices



**APPROVED AND PRESENTED BY:**

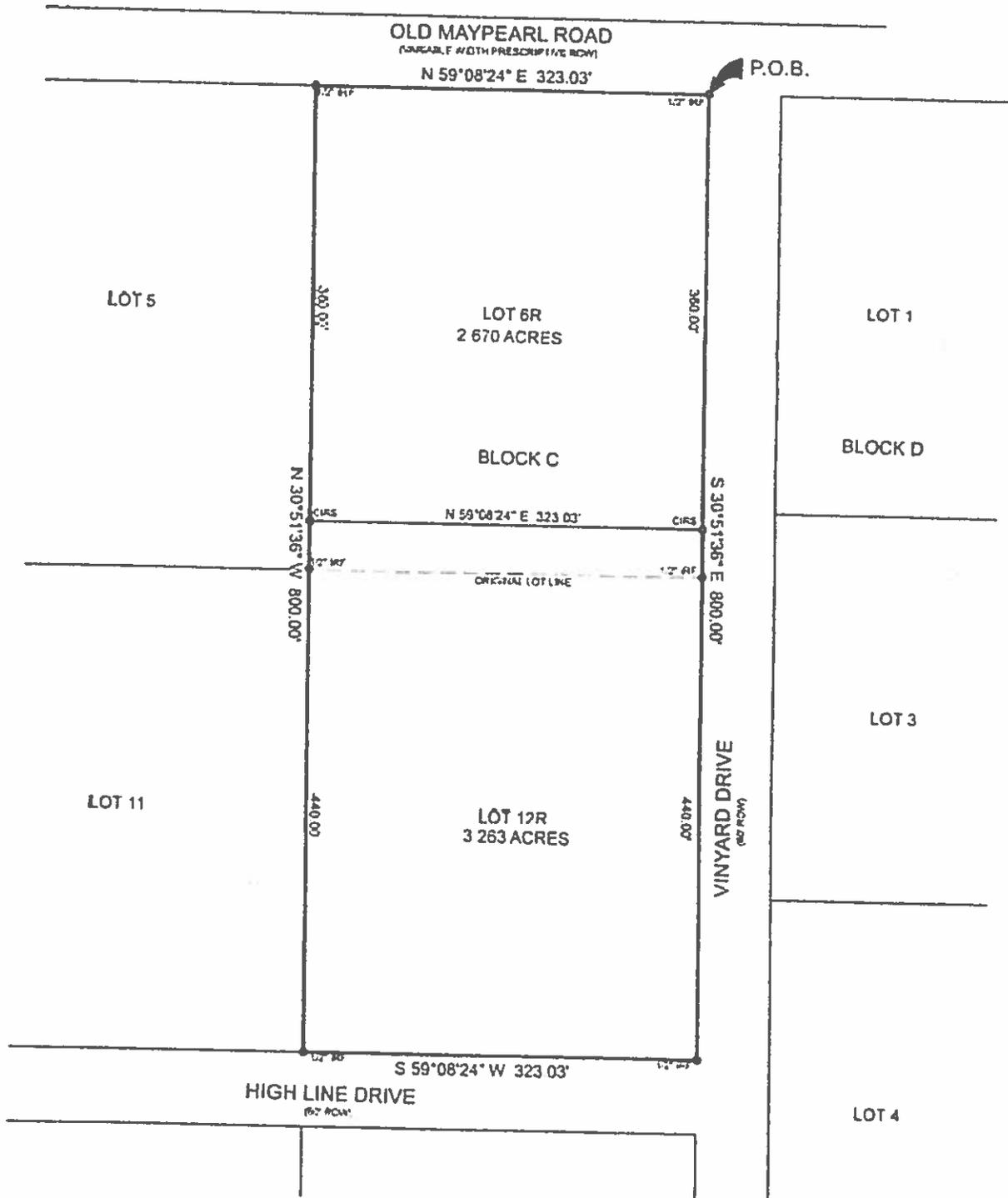


Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County





ATTACHMENT NO. 2





ATTACHMENT NO. 3

Legal Notices

**PUBLIC NOTICE**

The Ellis County Commissioners' Court will consider and act upon an application for a **replat of Grande Casa Ranchitos, Lots 6 & 12, Block C** to move lot lines between these two lots. The property contains a total of ± 5.933 acres located at the southwest corner of Old Maypearl Road and Vinyard Drive, Precinct No. 3. The replat will be presented before the Commissioners' Court on **Tuesday, November 20, 2018, at 10:00 AM** on the second floor of the historic Ellis County Courthouse, 101 W. Main St. Waxahachie, TX. Please direct any questions to the Department of Development at 972-825-5200.



**AGENDA ITEM 1.2**  
Ellis County Commissioners' Court  
November 20, 2018



**SHORT TITLE:**

Release Maintenance Bond for Delanie Park.

**LEGAL CAPTION:**

Consider and act upon a request to release a Maintenance Bond/Letter of Credit for Delanie Park, Lots 1-15, Block A, located east of the corner of Lynn Way and Sanger Creek Parkway in the extraterritorial jurisdiction (ETJ) of the City of Red Oak, Road & Bridge Precinct No. 4.



**APPLICANT(S):**

JWS, Inc.



**PURPOSE:**

The applicant is requesting the County to release the Maintenance Bond for Delanie Park, Block A, a 15-lot subdivision. The Commissioners' Court approved a final plat for this subdivision in October 2015. The initial issue date for this bond was October 7, 2015, specifically for streets, roads, and drainage requirements.



**ANALYSIS:**

The County has inspected all roads and infrastructure and determined it to be "substantially complete" meeting 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/Letter of Credit No. 700715, issued by Community National Bank and Trust of Texas, for \$55,000.00 for Delanie Park, Lots 1-15, Block A, as presented.
- 2) The infrastructure is built to County requirements and accepted as owned and maintained by Ellis County including all or portions of Lynn Way.



**ATTACHMENTS:**

1. Copy of Maintenance Bond
2. Draft Order



**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



COMMUNITY NATIONAL  
BANK & TRUST OF TEXAS  
"My Community. My Bank."

October 7, 2015

IRREVOCABLE LETTER OF CREDIT NO. 700715

Beneficiary:  
County Judge, as Sole Beneficiary  
ELLIS COUNTY COMMISSIONERS COURT  
Waxahachie, TX 75165

To Whom It May Concern:

We hereby establish our Irrevocable and Unconditional Letter of Credit for the account of (JWS, Inc.) for a sum or sums not exceeding in the aggregate amount of FIFTY FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00). The funds are available by your drafts at sight on us for:

MAINTENANCE BOND FOR A SUBDIVISION: DELANIE PARK, ELLIS COUNTY, TEXAS

Drafts must be marked as being drawn under the credit and bear its number 700715 dated October 7, 2015. The amounts are to be endorsed on the reverse by the negotiating bank, Community National Bank & Trust of Texas, Red Oak, Texas. Drafts must be accompanied by the following documents:

- (1) Original of this Letter of Credit

We hereby agree with drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation and delivery of documents as specified above at this office of Community National Bank & Trust of Texas at 309 E. Ovilla Rd., Suite 1100, Red Oak, TX 75154 or, after January 1, 2016 at 102 Ranch Rd., Red Oak, TX 75154, on or before that expiration date of this Letter of Credit, being October 7, 2018.

Sincerely,  
Community National Bank & Trust of Texas

  
Jerry Watson  
Senior Vice President

P.O. Box 624  
Corsicana, TX 75151  
(903) 654-4500

P.O. Box 900  
Fairfield, TX 75840  
(903) 389-4111

P.O. Box W  
Frost, TX 76641  
(903) 682-2235

548 FM 116  
Streetman, TX 75859  
(903) 599-2265

P.O. Box 1570  
Buffalo, TX 75831  
(903) 322-8800

P.O. Box 339  
Red Oak, TX 75154  
(972) 617-8700



**ATTACHMENT NO. 2**

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

On this the 20th day of November 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
- Lane Grayson, Commissioner, Pct. 2
- Paul Perry, Commissioner, Pct. 3
- Kyle Butler, Commissioner, Pct. 4

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

**AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS  
RELEASING MAINTENANCE BOND/LETTER OF CREDIT NO. 700715 ISSUED  
BY COMMUNITY NATIONAL BANK & TRUST OF TEXAS, IN THE AMOUNT  
OF FIFTY-FIVE THOUSAND DOLLARS (\$55,000) FOR DELANIE PARK, A  
SUBDIVISION IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY  
OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 4 WITH 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 adopted the “County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes on May 13, 2002, pursuant to Minute Order 192.02, hereinafter referred to as “Ellis County Rules.” Addendum to Ellis County Subdivision Rules and Regulations adopted in Commissioners Court September 13, 2004, # 23 (1-4).

**WHEREAS**, “Ellis County Rules,” Section X, C. Maintenance Bond states, “To ensure that the roads, street signs, underground utilities, drainage ditches, and drainage structures are maintained to the satisfaction of Ellis County, for a minimum of two years. The Maintenance Bond issuer is authorized to do business in this state and made payable to the County Judge of Ellis County, Texas, or her successor in office.”

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



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

The Commissioners Court finds that the Maintenance Bond criteria outlined in Section X, C. Maintenance Bond of the adopted Rules & Regulations apply. The roads, street signs, underground utilities, drainage ditches, and drainage structures are built to the satisfaction of Ellis County. All infrastructure is considered maintained and owned by the Ellis County and hereby release Maintenance Bond / Letter of Credit No. 700715 issued by Community National Bank & Trust of Texas, in the amount of fifty-five thousand dollars (\$55,000) for Delanie Park.

**SECTION 2. CONFLICTS.**

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

**SECTION 3. SEVERABILITY CLAUSE**

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

**SECTION 4. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 20TH DAY OF NOVEMBER 2018.**

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

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

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

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

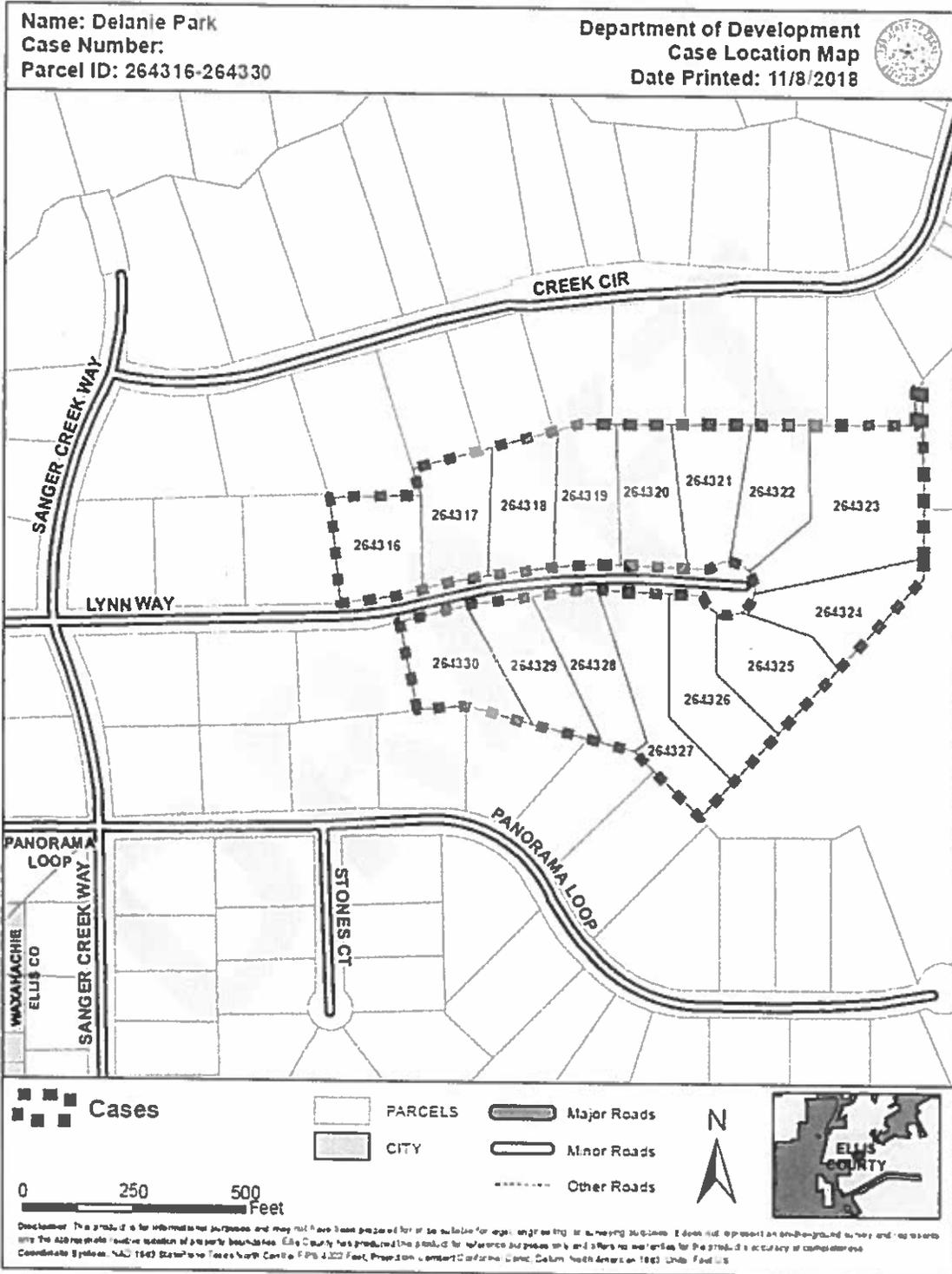
\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

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



EXHIBIT A  
Location Map







**AGENDA ITEM 1.3**  
Ellis County Commissioners Court  
November 20, 2018



**SHORT TITLE:**

Second residence variance for property at 114 Kimberly Hill Road, Palmer

**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 ± 1.37 acres of land commonly known as 114 Kimberly Hill Road, Palmer, Road & Bridge Precinct No. 1.



**APPLICANT(S):**

Robert Hill



**PURPOSE:**

The applicant is requesting a variance to Section VIII (A) and Section 10 of the Ellis County Septic Order to legally allow a secondary dwelling unit on property containing approximately ± 1.37 acres and connecting it to an existing onsite sewage facility. Under the current regulations, each additional dwelling unit on the same property requires an additional acre. With the current size of the property, the desired variance request is for ± 0.63 acres.



**HISTORY:**

In 2006, the applicant pulled a building and septic permit for a “shop with toilet” on the property. According to the applicant, sometime during construction, he decided to split the use into a shop and accessory residential structure without informing the County (see Attachment No. 1). Staff discovered this violation when a prospective buyer’s real estate agent called to confirm if everything was built according to the regulations. The design of the septic system was primarily for the main residential structure and minimal use of the shop restroom; adding a second residential use to the existing system drastically changed the capacity and significantly altered the life expectancy of the septic system. Currently, this accessory residential structure is an illegal non-conforming use, meaning the “grandfather” status does not apply as it was never a legally permitted use.



**OTHER RELEVANT INFORMATION:**

The sixth paragraph of the Section VIII (A) Residential Lots 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 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 the Texas Administrative Code, Chapter 285**

**Chapter 285.3 (h) Variances.**

The appropriate permitting authority may consider requests for variances from provisions of this chapter 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:**

Requesting variances “after-the-fact” is a classic example of a self-created variance and highly discouraged by staff. Although there may be many similar situations across the County, staff becomes aware of these as they come to our attention and have to enforce the regulations and policies adopted by the Commissioners’ Court. Staff often hears the phrase “*but it’s been there for a long time*” as a justification to let the nonconforming use continue, however, it does not invalidate the regulations in place. Staff has worked with the applicant to make this situation conform to the existing regulations; however, none of those options seemed practical. The remaining option was to seek a variance. Staff informed the applicant it may be a long-shot especially with all the documentation but did not discourage him from applying for one.



A possible long-term solution is to propose a future amendment that allows additional accessory residential units without the additional acreage requirement if specific requirements/conditions are met. Depending on what those requirements/conditions are, these accessory residential units may be permitted without the need for a variance.

**RECOMMENDATION:**



Staff recommends denial of this variance request to Section 10 of the Septic Order and Section VIII (A) of the regulations. However, should the Court decided to approve this variance request, staff recommends it be subject to the following conditions:

- 1) A registered sanitarian shall determine the capacity exists to handle this request.
- 2) Design for a new on-site sewage facility system shall be submitted for review simultaneously with the building permit for the secondary dwelling units in the event the existing system fails.
- 3) No additional habitable/residential dwelling structures shall not be placed on the current site unless it meets the current requirements at the time of permitting.
- 4) Only family members of the current occupant may reside in the accessory dwelling unit.
- 5) The property owner and existing individual family member living in the secondary dwelling unit shall register with the Department of Development under the "family variance" provision.
- 6) Any splitting of this property in the future shall meet the current subdivision regulations in place at the time of permitting.



**ATTACHMENTS:**

1. 2006 Permit
2. Applicant's Request
3. Draft Order



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1

ELLIS COUNTY DEPARTMENT OF DEVELOPMENT  
FLOOD PLAIN/DEVELOPMENT PERMIT APPLICATION  
\$75.00 PERMIT FEE

DATE 6/28/06 APPLICATION NUMBER 18535

CONTRACTOR/BUILDER CA Hill, Inc DAYTIME PHONE 972-561-0830

PROPERTY OWNER Robert + Sarah Hill DAYTIME PHONE 972-617-1078

CURRENT MAILING ADDRESS POB 1192 CELL PHONE \_\_\_\_\_  
Red Oak, TX 75154

PHYSICAL STREET ADDRESS 114 Rimberly Hill PROPERTY LOCATION Palmer

CITY Palmer TEXAS ZIP 75150

SUBDIVISION/ABSTRACT Kimberly Hill Estates PH \_\_\_\_\_ BLOCK \_\_\_\_\_ LOT 4

LAND SIZE 1.57 ACRE(S) DIMENSIONS \_\_\_\_\_

DIRECTIONS FROM WAXAHACHIE \_\_\_\_\_

NATURE OF PROPOSED CONSTRUCTION	DESCRIPTION OF PROPOSED CONSTRUCTION
<input type="checkbox"/> Residential	<input type="checkbox"/> House _____ (sq ft of heated/cooled area)
<input checked="" type="checkbox"/> Non-Residential	<input type="checkbox"/> Manufactured Home (New/Used)
<input type="checkbox"/> Commercial	<input type="checkbox"/> Substantial Improvement to Existing Structure
<input type="checkbox"/> Name/Type of Business _____	<input checked="" type="checkbox"/> Other <u>Shop/ <del>toilet</del> <sup>yes, toilet</sup></u> (describe)
<input type="checkbox"/> Placement of Fill	Estimated Cost of Construction \$ <u>Plumbing</u>
<input type="checkbox"/> Alteration of Natural Waterway or Drainage Course	
<input type="checkbox"/> Other _____	

Warning: Please read and acknowledge. The flood hazard boundary maps and other flood data used by the County Administrator in evaluating flood hazards to proposed developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. Issuance of an exemption certificate does not imply that developments outside the identified areas of special flood hazard will be free from flooding or flood damage. Issuance of an exemption certificate shall not create liability on the part of Ellis County, the County Administrator or any officer or employee of Ellis County in the event flooding or flood damage occur.

X Signature Sarah Hill  Owner  
 Contractor/Builder

APPLICANT WILL PROVIDE ONE COPY OF PLANS AND SPECIFICATIONS OF THE PROPOSED CONSTRUCTION, IF IN A FLOOD PLAIN  
For Use by County Administrator Only

Is the property located in an identified flood hazard area?  Yes  No

Is additional flood plain information required?  Yes  No

Are other federal, state, or local permits required?  Yes  No

Are other county regulations applicable?  Yes  No

County Administrator/Assistant County Administrator Ch. The Date: 6-29-06



ATTACHMENT NO. 2

To whom It may Concern,

In 2006 I built my house and shop with bathroom,  
during that time I hurt my neck and had to have  
neck surgery so I no longer needed entire shop so  
I made half of shop into ~~the~~ mother in law  
apartment - kitchenette. My son lived in it for  
a while then my mother in law since,

Recently we put ~~the~~ our house up for sale and after  
battling the surroundings - mobile homes up the street  
and lowering price 3 times I received a contract  
on the house, the buyers agent called county and  
asked about apartment & we found out at that time we  
wasnt in compliance. Buyer does not want to buy  
without mother in law use.

I'm asking instead of expense of building  
breechway to comply, that you please grant me  
a variance.

Thank you  
Robert Hill



**ATTACHMENT NO. 3**

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

On this the 20<sup>th</sup> day of November 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 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 ± 1.37 ACRES OF LAND COMMONLY KNOWN AS 114 KIMBERLY HILL ROAD, PALMER, ROAD & BRIDGE PRECINCT NO. 1., WITH 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 10 (Amendments) of Ellis County Order 182.11 (Septic Order) to allow a second residential dwelling structure on property having less than two (2) acres and connecting it to an on-site sewage facility 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 property is hereby granted a one-time variance from Section 10 (Amendments) of Ellis County Order 182.11 (Septic Order) to allow a second residential dwelling structure on property with less than two (2) acres and connecting it to an on-site sewage facility, subject to the following conditions:

- 1) A registered sanitarian shall determine the capacity exists to handle this request.
- 2) Design for a new on-site sewage facility system shall be submitted for review simultaneously with the building permit for the secondary dwelling units in the event the existing system fails.
- 3) No additional habitable/residential dwelling structures shall not be placed on the current site unless it meets the current requirements at the time of permitting.
- 4) Only family members of the current occupant may reside in the accessory dwelling unit.
- 5) The property owner and existing individual family member living in the secondary dwelling unit shall register with the Department of Development under the "family variance" provision.
- 6) Any splitting of this property in the future shall meet the current subdivision regulations in place at the time of 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.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 20<sup>TH</sup> DAY OF NOVEMBER, 2018.**

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

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

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

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

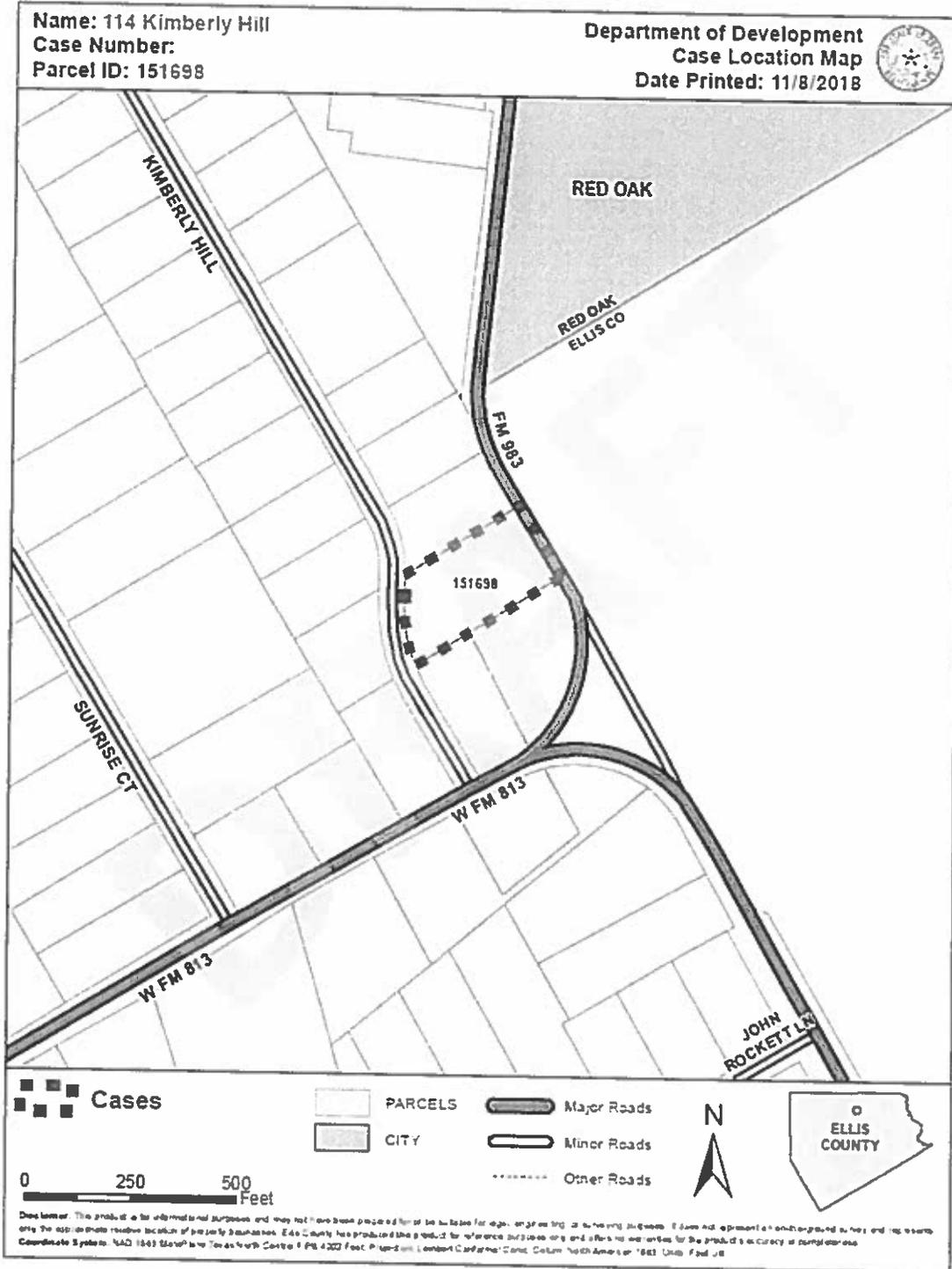
\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

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



EXHIBIT A  
Location Map & Survey







**AGENDA ITEM 1.4**  
Ellis County Commissioners Court  
November 20, 2018



**SHORT TITLE:**

Road frontage variance for Lot 9 of proposed Central High Addition, Ennis ETJ

**LEGAL CAPTION:**

Consider & act upon a request to grant a one-time variance from Section VIII (A) (Residential Lots) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow one (1) lot without meeting the minimum road frontage requirement. The property contains ± 2.03 acres of land in the A. Gonzaba Survey, Abstract No. 381 located near the northwest corner of Central High Road and FM 1183, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road & Bridge Precinct No. 2.



**APPLICANT(S):**

Andrew Webster



**PURPOSE:**

The applicant wishes to subdivide a 13-acre property into nine (9) lots along Central High Road. One (1) proposed lot will not meet the minimum road frontage requirement and have road frontage on two (2) streets, Central High Road (± 129.57 feet) and FM 1183 (± 119.52 feet).



**HISTORY:**

There is no subdivision history associated with this property. Per the established Plat Interlocal between the County and the City of Ennis, a variance from this requirement is needed before proceeding with the plat approval process.



**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:**

Although this lot has a combined 250 feet of road frontage, the proposed lot layout and existing ownership of the surrounding property, this property could not obtain the continuous road frontage required. The applicant has stated that even though there is road frontage on two (2) streets, this lot will only be accessed through Central High Road and will not be subdivided further. If further subdivision occurs, another road frontage variance would be required.



**RECOMMENDATION:**

Staff recommends **approval** of this variance to Section 8-A (Residential Lots) of the Rules and Regulations, subject to the following conditions:

- 1) The proposed Lot 9 shall only be accessed through Central High Road.
- 2) The proposed Lot 9 shall not be subdivided further without another approval of a road frontage variance.
- 3) A plat shall be submitted for review that closely mirrors Exhibit A.



**ATTACHMENTS:**

1. Applicant's Request
2. Draft Order



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1

Andrew Webster  
Creative Quality Construction  
705 S. IH 45  
Ennis, TX 75119

To Ellis County Commissioner's Court:

Concerning: Lot 9, Central High Road Addition, Phase 2 Containing 2.03 acres

As currently proposed, Lot 9 currently has 129.57 feet of road frontage on Central High Road and 119.52 feet on FM 1183. However, the footage is not contiguous. I am requesting a variance from the existing rule that each lot must contain 150 feet of contiguous frontage.

The lot has ample road frontage and more than enough space to build a home without encroaching on any required set backs or building lines. The property size is ample as well containing a total of 2.03 acres.

A total of 9 lots are proposed that will feature country cottage style homes ranging from 2000 to 2800 sq. ft. I feel this style home on acreage would be highly desirable and be an asset to the community.

Looking forward to working with you.

Respectfully,

Andrew Webster  
Developer



**ATTACHMENT NO. 2**

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

On this the 20th day of November 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 TO ALLOW ONE (1) LOT WITHOUT MEETING THE MINIMUM ROAD FRONTAGE REQUIREMENT. THE PROPERTY CONTAINS ± 2.03 ACRES OF LAND IN THE A. GONZABA SURVEY, ABSTRACT NO. 381 LOCATED NEAR THE NORTHWEST CORNER OF CENTRAL HIGH ROAD AND FM 1183, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD & BRIDGE PRECINCT NO. 2, WITH 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 property is hereby granted a one-time variance from the Ellis County Rules for relief on the 150 feet of road frontage requirement, subject to the following conditions:

- 1) The proposed Lot 9 shall only be accessed through Central High Road.
- 2) The proposed Lot 9 shall not be subdivided further without another approval of a road frontage variance.
- 3) A plat shall be submitted for review that closely mirrors Exhibit A.

**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 20<sup>TH</sup> DAY OF NOVEMBER, 2018.**



**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)

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Carol Bush, County Judge

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Commissioner Randy Stinson, Precinct No. 1

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Commissioner Lane Grayson, Precinct No. 2

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Commissioner Paul Perry, Precinct No. 3

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Commissioner Kyle Butler, Precinct No. 4

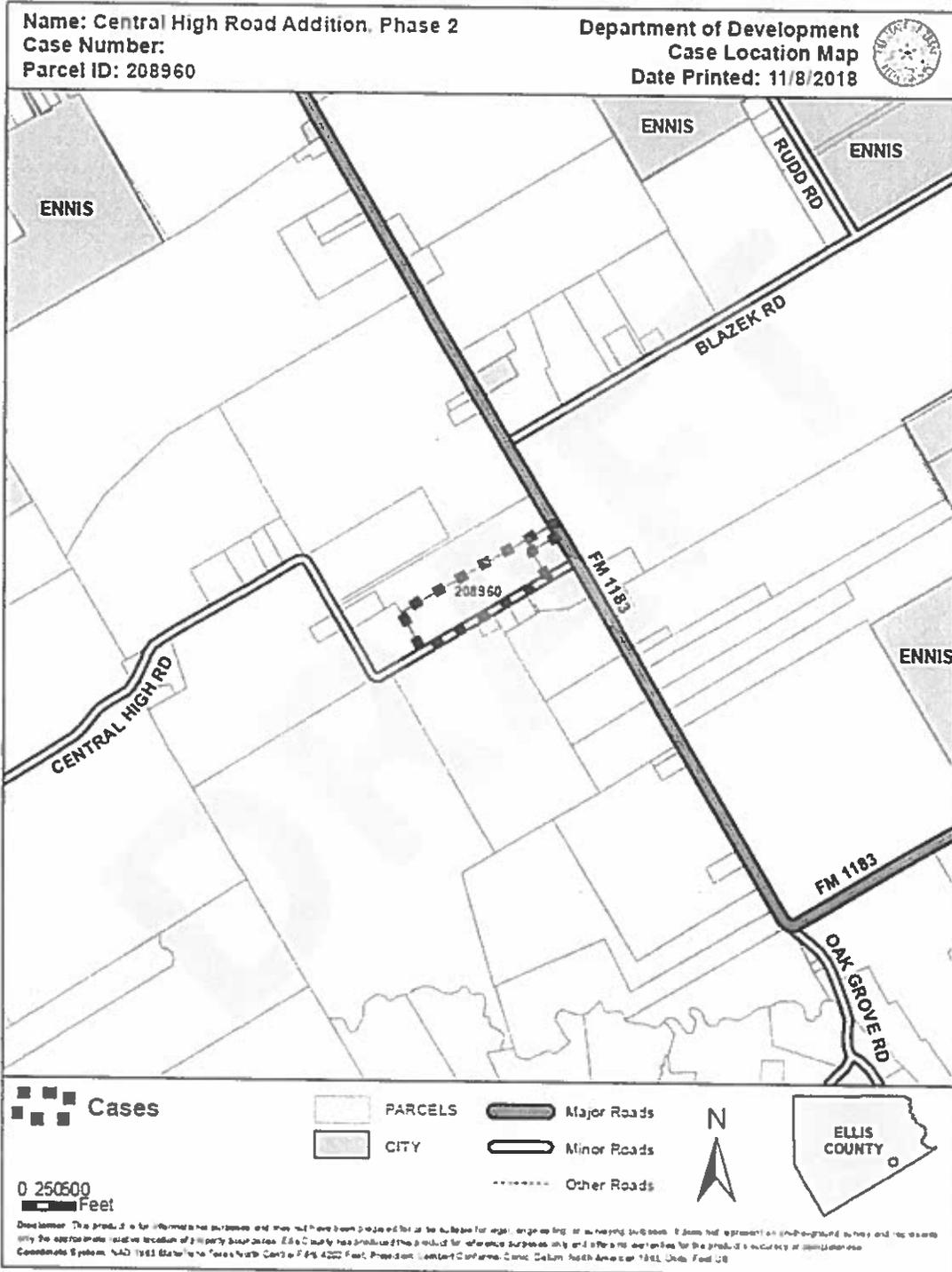
**ATTEST:**

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Cindy Polley, County Clerk



EXHIBIT A  
Location Map & Survey



443442 10 30 27098 4.48m meters above GMSD Mean Sea Level Case Printed 11/8/2018





# ELLIS COUNTY SHERIFF'S OFFICE

CHARLES E. EDGE, SHERIFF

On 9/22/18 at around 4:30 am, I was responding to the area of Oak Leaf Ellis County Texas, concerning the flash flooding of a neighborhood and ongoing evacuations. I responded via interstate 35 exiting at Laughlin Rd to refuel at the quick trip gas station located at Interstate 35 and Butcher Rd.

Traveling north on the service road I drove into water that I was not able to see due to the environmental conditions. Upon driving into the water, the vehicle was immediately swept to the east side of the service road. I immediately relayed information over my police radio that I had been swept of the roadway. I remained in the vehicle un able to get out due to the water current pressing against the driver side of the vehicle. The rushing water continued to rise to the point the vehicle lost all traction and began to float further off the road. I exited the vehicle through the driver side window once the vehicle began to float, I held on to the vehicle until it stopped moving and was able to secure myself to a tree that was adjacent to where the vehicle stopped floating. I stayed at the tree until I was assisted by other emergency personnel with a throw rope. The water level had risen to the point of the spotlight at the time I was extricated from the tree. There were no signs posted on the service road indicating the danger of high water nor had the road been closed.

The Tahoe #109 was removed about three hours later by contract wrecker and towed to the Ellis County Garage.

Respectively

Chris Hamilton

Captain Ellis County Sheriff's Office

E.L.L.I.S

ETHICS - LEADERSHIP - LOYALTY - INTEGRITY - SERVICE



3.4

# Application for Ellis County Emergency Service District Board

Name Carey Joe Perry  
 Address 1016 Hamphill St.  
PO BOX 101 ARA 100, TX 76103  
 Phone Home \_\_\_\_\_  
 Work \_\_\_\_\_  
 Mobile 972-351-2071  
 E Mail alta.cjp@gmail.com  
 Emergency Service District applying for: \_\_\_\_\_

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

Jeremy Langley, son-in-law

Do you live within this district? Yes How long have you lived in Ellis County? 47 years  
 US Citizen? Yes Registered voter? Yes  
 Current employer retired  
 Military Service Army

Have you filed federal income tax returns for the past five (5) years? If no, give details No, income requirement & age

Have you ever been arrested? If yes, give details  
No

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details.  
No

Have you ever been delinquent in child support payments? If yes, give details  
No

Has your driver license ever been suspended? If yes, give details  
No

Are you or your spouse related to a local, state or federal public official? (name and relationship, if applicable) no

Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office?

no

Please tell us about your business experience and your experience on other boards.

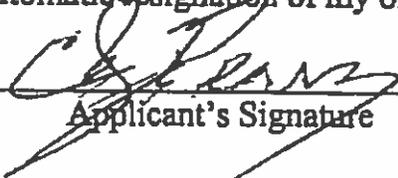
N/A

What do you hope to accomplish as a member of the Emergency Service District Board?

N/A

**CERTIFICATION OF APPLICANT**

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. \_\_\_\_ that I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.

  
Applicant's Signature

10/28/19  
Date

STATE OF TEXAS §

315

COUNTY OF ELLIS §

### CANINE TRANSFER AGREEMENT

This Agreement is made and entered into by and between the County of Ellis, Texas (hereinafter referred to as "**County**"), by and through its County Judge; and, Michael McCorkle (hereinafter referred to as "**Transferee**"), (collectively referred to as "**Parties**"); and, they do hereby stipulate and agree as follows:

**WHEREAS**, the **County** owns and has in its possession a six (6) year old male, German Shepherd (**K-9 Riko**) (Asset No. 100155) which has been deemed by the Ellis County Sheriff to be *no longer fit for duty due to medical reasons*, but which in the past has been used extensively by the K-9 Unit of Sheriff's Office; and,

**WHEREAS**, **Transferee** was the designated handler of **K-9 Riko** from March 6, 2014 until retirement, and during that timeframe conducted a substantial amount of training with **K-9 Riko**; and,

**WHEREAS**, **Transferee** fully understands that Trained German Shepherds, such as **K-9 Riko**, can be very dangerous and can cause risks and dangers of serious bodily injury, including permanent disability, paralysis and even death; and,

**WHEREAS**, **Transferee** is willing to assume said risks and dangers in order to take possession of **K-9 Riko** and provide for its care for the remainder of its life.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and terms set forth herein, the **County** and the **Transferee** hereby agree as follows:

**1. Transfer Of Possession.** On or before November 30, 2018, to transfer possession, care, custody and control of the aforesaid **K-9 Riko** to the **Transferee** for the remainder of the canine's life (as further explained below) and,

**2. Rights and Obligations Of Transferee.** The **Transferee** agrees assume the following rights and responsibilities:

**a. Possession.** Accept transfer, possession, care custody, and control of the aforesaid **K-9 Riko** from the **County** and assume all rights, liabilities and responsibilities of ownership including but not limited to the costs associated with the medical care, food and shelter for **K-9 Riko**; and,

**b. Specific Rights And Responsibilities Regarding Medical Care.** Specifically included in this transfer of possession shall be the **Transferee's** right and obligation to euthanize the **K-9** in the event the **K-9's** medical condition deteriorates to the point that it

would be inhumane for the **K-9** to remain alive. The decision to euthanize the **K-9** shall be made in the sole discretion and judgment of the **Transferee** and the **County** shall have no right to review, dispute or to enjoin such an action.

**c. Hold Harmless Agreement.** Upon transfer of possession of the aforesaid **K-9 Riko** to the **Transferee**, the **Transferee** assumes the entire responsibility for the said **K-9 Riko** and as such the **Transferee** hereby releases the **County** and all its employees and representatives thereof from the liability arising from the transfer of said **K-9 Riko** to the **Transferee**, including negligence on the part of the **Transferee** or the **County**. **Transferee** further expressly agrees to indemnify the **County** and all its employees and representatives, and agrees to hold them and shall hold all of them harmless from any and all claims and actions for personal injury, death or property damage and from any other losses, and all damages (including but not limited to: compensatory, consequential, and incidental), charges or expenses, including reasonably attorney's fees, which arise out of or which are alleged to have arisen out of, in connection with or by reason of, the transfer or possession, care, custody and control of the aforesaid **K-9 Riko**.

**d. Survival Of Obligations.** The rights and obligations imposed upon **Transferee** shall survive the **Transferee's** appointment as Constable of Ellis County Precinct 3.

**e. Right To Remove Asset From State.** The **Transferee** shall enjoy the exclusive right to determine the domicile of the **K-9**, even where that domicile is established outside of Ellis County or the State of Texas.

**f. Notification To Ellis County.** Upon the death of the **K-9** the **Transferee** shall notify the Ellis County Sheriff of the demise of the **K-9** and shall make the remains (cremated or physical) available to the Ellis County Sheriff's Office for interment or other solemn memorial activities honoring the **K-9's** service to the citizens of Ellis County Texas.

**3. Secondary Transfer of Animal Prohibited.** **Transferee** shall not transfer **K-9 Riko** to any individual or entity without first obtaining the express written consent of the Sheriff and the County of Ellis, Texas.

**4. Mutual Intent.** It is agreed between the **County** and **Transferee** that the provisions in this Agreement represent the true intent of the Parties and that sufficient consideration exists for each to be bound thereby.

**5. Enforcement.** In the event any party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs such action so incurred, including but not limited to all reasonable attorneys' fees. The **County** does not waive any protections, available defenses or limitations of actions, to which the **County** may be entitled to according to Texas law.

**6. Amendments to Agreement.** It is further agreed that no modification, amendment, or alternation in the terms or conditions contained herein shall be effective unless contained in a

written document executed with the same formality and of equal dignity herewith.

**7. Assignability.** Unless otherwise permitted herein, neither party shall assign this Agreement as written.

**8. Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceable thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

**9. No Warranties.** The Parties recognize and agree that the **County** makes no warranties, expressed or implied, as to the fitness and reliability of said **K-9 Riko** and specifically disclaims any warranty of merchantability, fitness and suitability for a particular use or purpose, or the fitness or suitability of the aforesaid **K-9 Riko** for any specific application, performance, result or use. The **Transferee** agrees that he is accepting transfer of possession and ownership of said **K-9 Riko** in "as is" condition. Furthermore, the **Parties** agree that the **County** expressly denies any further responsibility for the maintenance and/or behavior of said animal but that henceforth **Transferee** shall be fully and solely responsible for the maintenance and behavior of said animal.

**10. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the **Parties** agree that here are no commitments, agreements, or understandings concerning the subject matter in this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**11. Governing Law, Jurisdiction, and Venue.** This Agreement and all of the rights and obligations of the **Parties** hereto shall be governed both procedurally and substantively by and construed according to the Laws of Texas. The Parties further agree that jurisdiction regarding the rights and obligations of all Parties under this Agreement and all litigation resulting therefrom shall be vested in the proper court of jurisdiction in Ellis County, Texas.

**IN WITNESS WHEREOF**, the **Parties** have set their hands and seals on this the

\_\_\_\_ Day of November, 2018.

**Ellis County, Texas**

**Transferee**

\_\_\_\_\_  
**Carol Bush**  
**Ellis County Judge**

\_\_\_\_\_  
**Michael McCorkle**

**ATTEST:**

\_\_\_\_\_  
**Cindy Polley, Ellis County Clerk or  
her duly appointed Deputy**

\_\_\_\_\_  
**Date**

37

**INTER-LOCAL COOPERATION CONTRACT AND AGREEMENT  
FOR DETENTION SERVICES  
BETWEEN**

**THE COUNTY OF ELLIS AND THE CITY OF MILFORD**

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

**WHEREAS:** such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Inter-local Cooperation Act of the State of Texas; and

**WHEREAS:** the functions or services contracted for and to be provided by this agreement are within the definition of "Governmental function and services as defined by Section 791.003 of the Government Code; and

**WHEREAS:** the function or services contracted to be provided are functions or services that each party to the contract is authorized to perform individually; and

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

The County of Ellis of the State of Texas (hereinafter, COUNTY) shall be the party providing the function or service; to wit, detention services.

The City of Milford, of the State of Texas (hereinafter, CITY) shall be the party receiving the function or services and providing the consideration for such function or services.

Both parties acknowledge, understand and agree in reference to this agreement, the following:

1. That COUNTY shall provide housing to inmates of CITY who are charged with Class C misdemeanor offenses only.
2. That the cost to be charged to CITY by COUNTY providing housing of Class C misdemeanor inmates shall be \$60.00 per day.
3. That a day, for purposes of this agreement, shall include any part of a day beginning at 12:01 a.m. and ending at midnight of the same calendar day.
4. That the COUNTY by and through the Ellis County Sheriff's Office shall provide the housing, feeding, and security for the inmate housed under this agreement as well as providing health care supplies for the inmate as needed.

5. That the transportation of an inmate housed under the terms of this agreement to and from the Wayne McCollum Detention Center will be the sole responsibility of CITY.
6. That the CITY shall be responsible to take any and all inmates held under the terms of this agreement before a magistrate within twenty-three (23) hours from the time of said inmate's arrest or said inmate shall be released from the custody by the Ellis County Sheriff's personnel.
7. That the arresting agency of CITY shall provide the Ellis County Sheriff's Detention staff with a copy of the commitment order for the inmate and a copy of the judgment of the Court of the indigence hearing on the inmate wherein the inmate was found not to be indigent prior to the time or simultaneous with the time said inmate is delivered to the Wayne McCollum Detention Center.
8. That regardless of whether an inmate has been taken before a magistrate and regardless of whether a commitment order has been issued, the CITY agrees to pay for all expenses, including any medical or dental expenses, of an arrestee up until such arrestee is actually incarcerated in the Wayne McCollum Detention Center. The CITY also agrees to guard their arrestee during such arrestee's hospitalization prior to actual physical delivery for incarceration in the Wayne McCollum Detention Center. Once an arrestee is actually incarcerated in the Wayne McCollum Detention Center, the CITY agrees to pay the expenses of an inmate as agreed to herein this agreement.
9. That any inmate detained under this agreement shall undergo a medical screening process prior to acceptance into the Wayne McCollum Detention Center. Any prospective inmate found to be in immediate need of medical care by the intake officer will be rejected for admission. Regardless of any statutory provision, all emergency medical services required for an inmate being held for CITY will be the sole responsibility of CITY. If an inmate shall make a medical call to see a doctor, then CITY shall be billed for the actual cost of such medical call plus the cost of transporting the inmate to and from the location to provide that inmate with medical or dental services in an amount of \$0.54
10. per mile. Medical calls that require only the staff nurse on duty at the Wayne McCollum Detention Center will be provided as part of the service provided by COUNTY. In the event a medical emergency shall require transportation of the inmate to the hospital emergency room or confinement in the hospital, the detention personnel of COUNTY shall provide security on a temporary basis, not to exceed eighteen (18) hours. It shall be the responsibility of CITY to provide security for any inmate being held at the hospital for which CITY is financially responsible under the terms of this agreement within a reasonable time period that must begin no later than eighteen (18) hours from the inmate being delivered to the hospital. All emergency medical cost or other medical cost shall be the responsibility of CITY. Determination of the need to seek medical attention shall be made by COUNTY without any requirement for consultation with CITY prior to the time such medical service is required.
11. That the CITY shall indemnify and agree to hold harmless COUNTY for any loss which may occur to COUNTY while housing any inmate under this agreement except for acts or omissions of COUNTY which are intentional or grossly negligent.

12. The CITY agrees that is shall pay monthly to COUNTY as billed for services rendered under the terms of this agreement.
13. The parties agree that this inter-local agreement shall continue in force indefinitely. Said contract shall continue until such time as it shall be canceled or modified by either party. Either party may cancel this agreement upon thirty (30) days written notice to the other for any reason or cause or without cause.

EXECUTED in triplicate this, the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
CAROL BUSH  
COUNTY JUDGE, ELLIS COUNTY, TEXAS

Pursuant to minute order \_\_\_\_\_

Attest:

Approved:

\_\_\_\_\_  
CINDY POLLEY  
ELLIS COUNTY CLERK

  
CHARLES E. EDGE  
ELLIS COUNTY SHERIFF

  
BRUCE PERRYMAN  
MAYOR, CITY OF MILFORD, TEXAS

Attest:

Approved:

  
CARLOS PHOENIX  
CITY SECRETARY

  
CARLOS PHOENIX  
CHIEF OF POLICE

3.10

## Southwestern Assemblies of God University FACILITIES USE AGREEMENT

This Facilities Use Agreement is between the Event Services Department of Southwestern Assemblies of God University, on behalf of Southwestern Assemblies of God University, herein referred to as "University" and Ellis County hereinafter referred to as "Client." This Agreement is made and entered into on \_\_\_\_\_ ("Effective Date"). The purpose of this Agreement is to define the obligations of both parties pertaining to the rental of the venue(s) described in the enclosed Attachment.

**Date and Time of Use.** Client shall be permitted to use the portion of the Facilities (listed on the estimate provided by Event Service) on 06/26/2019 between the hours of 07:30  am  pm and 05:30  am  pm (the "Event Date") only.

**Deposit/Rental Fees.** A signed Agreement and a non-refundable Deposit in the amount of \$ \$55.00 must be received to reserve the requested Event Date(s) and Time(s). If the Deposit is not timely received by University, this Agreement shall be automatically default and void and Client shall have no right to use the Facility. Please submit your Deposit to:

Southwestern Assemblies of God University  
Attn: Event Services  
1200 Sycamore Street  
Waxahachie, TX 75165

Payment is due in full within thirty (30) days of the date of the final invoice. The final invoice is prepared at the conclusion of the scheduled event. Any charges incurred above the written initial estimate of costs will be added to the invoice. The final invoice will include meals and housing charges, if applicable, based on the guaranteed guest count or the actual number of guests, whichever is greater.

**Insurance Requirements.** Proof of liability insurance is required and due at least twenty-one (21) days prior to the Event Date. Client is responsible for providing a Certificate of Liability with the following minimum requirements:

- a) A minimum of <sup>hundred thousand dollars (\$100,000.00)</sup> ~~one million dollars (\$1,000,000)~~ of liability insurance;
- b) Valid for duration of the Event rental period;
- c) Certificate must contain proof of Workers Comp if Client is using any type of hired labor;
- d) Name "Southwestern Assemblies of God University" as additional insured. Standard language is "Certificate holder is included as an additional insured, in regards to general liability for (Event Name) held on (Event Date(s)), as per written agreement."

Client can EMAIL the certificate of insurance and endorsement to the Event Services Department at [eventservices@sagu.edu](mailto:eventservices@sagu.edu) with "Certificate of Liability" as the subject line.

**Insurance Requirements, cont.** If the certificate is not delivered to and received by University in a timely manner, this Agreement shall be automatically and immediately void and Client shall have no right to use the Facility. Client is also responsible for obtaining and securing any required permits for the Event.

**Termination and Cancellation.** Cancellations must be received by University in writing thirty (30) days prior to Event Date. Initial Deposits are non-refundable and no refund will be granted to the Client for services rendered.

This Agreement to use the Facility is granted subject to observance of regulations. University may revoke the Agreement effective immediately upon Client's failure to timely comply with any pre-Event requirement, for any violation of use conditions or regulations required by University or governmental agency, or at any time for misrepresentation. University may terminate any part of the Agreement without notice in the event of an emergency which, in the opinion and sole discretion of University, would make the Event unfeasible. Refunds of any Deposits and/or Rental Fees paid will be determined at the discretion of University, on a case by case basis.

**Force Majeure.** A Party shall be excused for the failure of or delay in performing its obligations under this Agreement to the extent that such failure or delay in performance is prevented by force majeure (defined below) and the nonperforming Party promptly provides notice of such prevention to the other Party. For purposes of this Agreement, force majeure shall include conditions beyond the control of the Parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. Should the Event be canceled through a force majeure event, all fees paid by Client to University will be returned to Client within thirty (30) days.

**Tenets of Faith.** Client agrees to respect the beliefs of University and the Assemblies of God denomination as set forth in these Tenets of Faith and Position Statements. Client agrees its members/participants will do nothing by word or act that will in any way detract from the testimony of this ministry. Client agrees its members/participants will abide by the guidelines described in this Agreement and those posted on University grounds. The event leader accepts full responsibility of communicating these guidelines to its members/participants and will follow through to ensure compliance.

\_\_\_\_\_ Initial

**Capacity.** At all times, the occupancy of the portion of the Facility shall not exceed 150 people. Lessor shall be allowed to take any action necessary to enforce compliance with this Provision, including, but not limited to, terminating the Event prior to the expiration of the Term of this Agreement.

**Conduct.** Client and guests shall not interfere with the regular use of the University, the facilities and the adjacent areas on Campus by the public or other facility guests. Excessive noise or other disruptive behavior is prohibited. Conduct deemed disorderly at the sole discretion of University staff may be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of Event costs shall be made.

**Conduct, cont.** Client agrees outdoor sound systems will be kept to a moderate level at all times. To comply with city noise ordinances and not disturb the local surrounding area, outdoor sound systems and outdoor events must end by 10:00pm (Monday thru Sunday) unless otherwise approved by University. Any complaints from neighbors or other parties may require noise levels to be reduced.

**Compliance with Laws.** Lessee shall at all times comply with all federal, state, and local statutes, ordinances and regulations. This includes, but is not limited to, obtaining any licenses, certifications, and/or permits necessary for the Event.

**Food and Drink.** No outside food or drink is permitted. Catering Services are available to Client upon request, through Event Services and are to be provided solely by Aramark Dining Services. Requests for catering must be submitted to University Event Services at least fourteen (14) days prior to the Event Date.

**Alcohol and Tobacco Policy.** Possession, use, distribution and/or sale of alcohol, tobacco products, and/or controlled substances on University premises is strictly prohibited. Failure to abide by this policy may result in the revocation of the use of the Facility.

**Event Schedule.** Client agrees to submit a planned program – stating arrival and departure times, facility requests, and recreational requests – at least twenty-one (21) days prior to the Event Date. If requests are not submitted at this time, University will not be able to schedule certain requested activities and Client will be subject to a schedule determined by University staff.

**Entry and Exit.** Client agrees University staff may enter, inspect, and exit the premises for any purpose during the course of the Event. A University representative will be available during the Event Date for questions and/or respond to needs or issues that may arise.

**Set-Up Limitations.** All property belonging to Client, Client's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set up and removed on the scheduled Event Date. Facilities will not be made available to Client prior to the scheduled Event Date unless prior arrangements have been made in writing. Should Client need earlier access for set-up purposes, this can be arranged prior to the Event Date for an additional fee.

Client is ultimately responsible for property belonging to Client's invitees, guests, agents and sub-contractors. University will not be held responsible for items that are lost or stolen, and is not responsible for vehicle damage or theft.

**Clean Up.** Client is responsible for returning the venue to the state it was provided to them. All property belonging to Client, Client's invitees, guests, agents and sub-contractors shall be removed by the end of the rental period. Should Client need special consideration for the removal of property beyond the rental period, this can be arranged prior to the Event Date for an additional fee. University is not responsible for property left behind by Client, Client's invitees, guests, agents and sub-contractors.

**Room Furnishings.** Every effort will be made to allow Client to prepare decorations reflecting their creative requirements. Client agrees only University staff will rearrange and move any furnishings, including, but not limited to, artwork, lamps, seating, or beds.

**Room Furnishings, cont.** At no time is any invitee, guest, agent or subcontractor of Client authorized to remove, exchange or rearrange Facility furnishings without prior written consent by University.

Client will be responsible for ensuring all room furniture moved by any Client invitee, guest, agent or subcontractor is put back in its proper place. If not completed, Client will incur additional fees for each room not put back into place and/or additional costs for items that were broken.

**Site Decoration.** No nails, screws, staples or penetrating items are to be used on University walls or floors. Only removable, non-damaging tack tape is allowed on floors and walls.

No confetti is allowed on University premises unless prior written approval is given. Any damages to University premises will be charged directly to Client after the Event. University will not charge individual Client invitees, guests, agents and subcontractors. Emergency exit signs, passageways and exit routes may not be obstructed.

**Flames/Fire/Smoke/Fog.** Candles must be dripless and enclosed in a glass container of sufficient height to cover potential flame and meet fire code regulations. Oil Lanterns, open flames and the burning of any materials, including incense is prohibited. Fireworks and pyrotechnics are not permitted. Fog/Smoke machines or other equipment, which may activate fire alarms are prohibited. Haze machines are allowed in Sheaffer Center with the prior written approval of University Media Services.

**Media.** Media Services are available upon request and Client may be subject to additional charges to be established prior to the Event Date. Requests for Media Services must be submitted to University no later than twenty-one (21) days prior to the Event Date.

**Special Equipment.** University assumes no responsibility for equipment used at the Event which is supplied by Client or any other party.

**Publicity/Advertising.** Client shall not use the name of the University, any trade name, service mark, trademarks, acronym or logo of the University in any publicity releases, advertising or any other publication without University's prior written consent.

**Security/Police.** University Campus Police shall solely determine and control security arrangements for the Event including, but not limited to, the type and number of security personnel and placement and use of security personnel. The cost of such service shall be paid by Client in addition to the Deposit and Rental Fee.

**Weapons or Firearms.** All weapons and firearms are strictly prohibited on University premises.

**Animals.** Animals are prohibited on University premises, except for certified service animals. Client agrees to notify University fourteen (14) days prior to the Event Date of any service animals that will be present.

**Accessibility.** The University complies with all physically accessible need requirements outlined by the ADA. It is the responsibility of the Client to provide auxiliary aids and services, such as assistive listening systems and/or sign language interpreters, when deemed necessary.

**Pool Use.** A certified lifeguard must be present for all scheduled pool times. Lifeguards will be provided by University for an additional fee, charged directly to Client. All Client invitees, guests and agents are required to wear modest swimwear. All Client invitees, guests and agents must be fully dressed outside of the pool area and going to/from the Garrison Wellness Center pool or any other water activities.

**Supervision of Minors.** Invitees, guests and agents are under the supervision of Client. Unsupervised participants 18 years of age or younger is not permitted. Client will act as liaisons to Conference Staff in the event of discipline, noise and/or destructive behavior. Client must be in the building(s) at all times when members/participants are in the building(s). Client is responsible for operation of the Event to include supervision of all members/participants at all times during the duration of the Event. Client understands and agrees that University assumes no responsibility for supervision of invitees, guests and agents. Adult live-in supervision is required with any participants 18 years of age or younger for overnight Events.

~~**Indemnification.** The other provisions of this Agreement notwithstanding, Lessee hereby agrees to indemnify Lessor and hold it harmless from any loss, cost, expense, damage, claims or causes of action arising out of the negligence or misconduct of Lessee, its employees, agents, contractors or invitees, or any other person entering the Facility under the express or implied invitation of Lessee, or arising out of the use of the Facility by Lessee, or arising out of any breach or default by Lessee in the performance of its obligations under this Agreement to the extent permitted by Texas law.~~

**Waiver.** One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**Miscellaneous.** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between parties hereto, it being understood and agreed that no provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

**Entire Agreement.** This agreement contains the entire agreement between the parties, and no agreement shall be effective to change, modify, or terminate this Agreement in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

**Governing Law.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

**Responsible Party.** The person(s) who completes and signs this Agreement shall be the Responsible Party. The Responsible Party shall take all reasonable actions to assure event safety, to prevent damage to the Facility and equipment, and to see these conditions and other policies and regulations, outlined in this Agreement are met.

**Authorization.** The person(s) signing this Agreement on behalf of the Parties each warrant they are authorized to make agreements and to bind their principles to this Agreement.

**Signature of Acceptance**

I, \_\_\_\_\_, understand and accept the conditions of this Agreement on behalf of \_\_\_\_\_ . I state that I am an authorized and legal signer for Client. I accept responsibility for interpreting the fees to participants and seeing that University received full payment. I have read this Agreement in its entirety and accept the conditions above as listed. I understand that the reservation is not considered confirmed until this Agreement is signed and returned via postal mail or email and receipt of the Agreement and the Deposit is acknowledged.

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
CLIENT TITLE

\_\_\_\_\_  
SOUTHWESTERN ASSEMBLIES OF GOD SIGNATURE

\_\_\_\_\_  
SOUTHWESTERN ASSEMBLIES OF GOD TITLE

\* Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

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Federal Highway Administration  
Not Research and Development

3.12

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "**State**"), and Ellis County, Texas, acting through its duly authorized officials (the "**Local Government**").

**WITNESSETH**

**WHEREAS**, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

**WHEREAS**, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

**WHEREAS**, the State has deemed it necessary to make certain highway improvements on Highway No. SL 9 from Dallas/Ellis County Line to Ellis/Dallas County Line, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

**WHEREAS**, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

**WHEREAS**, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW THEREFORE**, the State and the Local Government do agree as follows:

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## AGREEMENT

### 1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
  1. site conditions change;
  2. work requested by the Local Government is ineligible for federal participation; or
  3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

#### 4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

**5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

**6. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
<u>Carol Bush, County Judge</u>	Director of Right of Way Division
<u>Ellis County Courthouse</u>	Texas Department of Transportation
<u>101 W Main Street</u>	125 E. 11 <sup>th</sup> Street
<u>Waxahachie, TX 75165</u>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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**7. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

**8. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**9. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**10. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**11. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

**12. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**13. Inspection of Books and Records**

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**14. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**15. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**16. Civil Rights Compliance**

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**17. Applicability of Federal Provisions**

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

**18. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**19. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

## 21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

## 22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

### 24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Rose Wheeler  
Contracts & Finance Director  
Right of Way Division  
Texas Department of Transportation

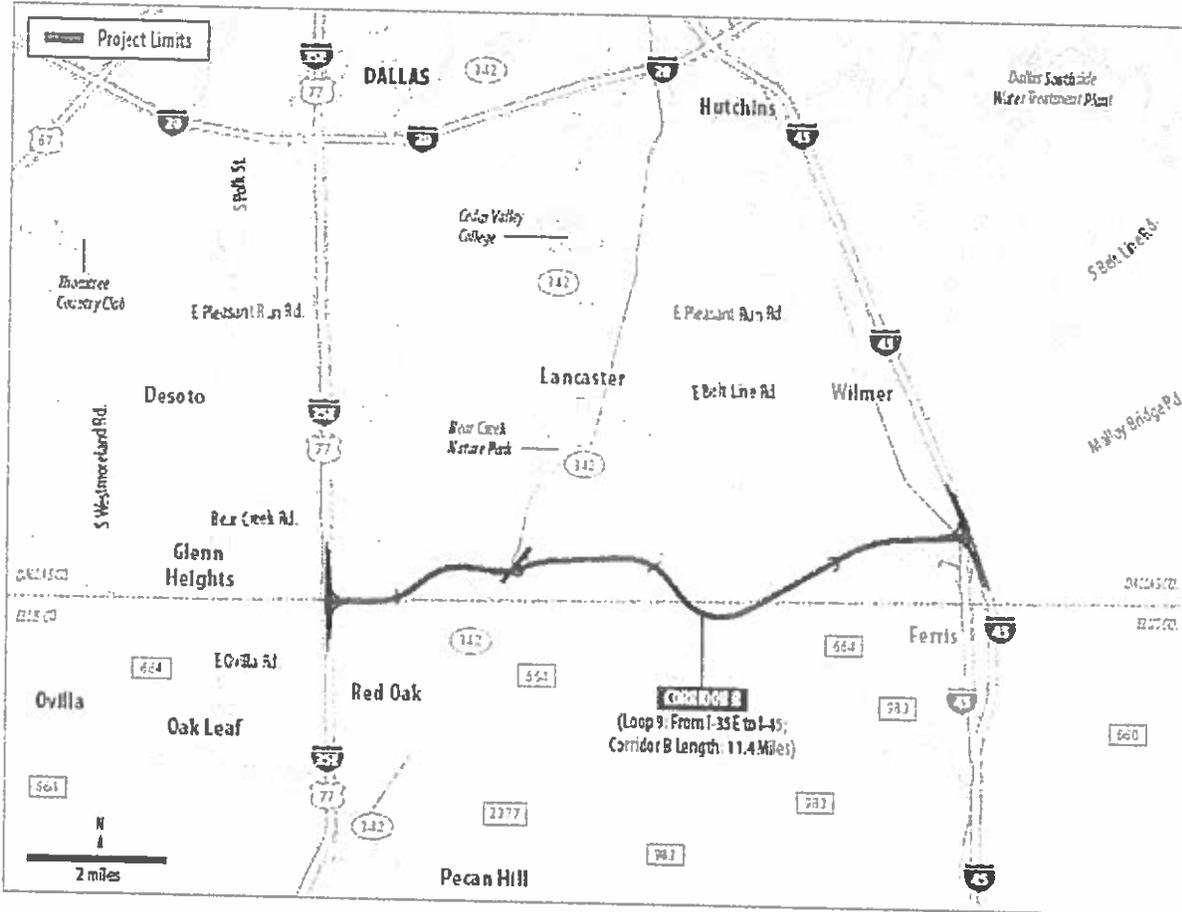
\_\_\_\_\_  
Date

County Ellis  
District Dallas  
ROW CSJ # 2964-12-003  
CCSJ # 2964-12-001  
Federal Project #: \_\_\_\_\_  
CFDA Title: Highway Planning & Construction  
CFDA # 20.205  
Federal Highway Administration  
Not Research and Development

**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

County Ellis  
District Dallas  
ROW CSJ # 2964-12-003  
CCSJ # 2964-12-001  
Federal Project #:  
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## ATTACHMENT B LOCATION MAP SHOWING PROJECT



County Ellis  
District Dallas  
ROW CSJ # 2964-12-003  
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Federal Project #: \_\_\_\_\_  
CFDA Title: Highway Planning & Construction  
CFDA # 20.205  
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Not Research and Development

**ATTACHMENT C**  
**PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE**

County	Ellis
District	Dallas District
ROW CSJ #	2964-12-003
CCSJ #	2964-12-001

Federal Project #	
CFDA Title:	Highway Planning and Construction
FHWA CFDA #	20.205
Federal Highway Administration	
Not Research and Development	

**Standard Agreement to Contribute  
 State Performs Work  
 Periodic Payments  
 Attachment C**

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$2,589,394.00	90.0%	\$2,330,454.60	10.0%	\$258,939.40	100.0%
Reimbursable Utility Adjustments	\$600,000.00	90.0%	\$540,000.00	10.0%	\$60,000.00	100.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
<b>TOTAL</b>	<b>\$3,189,394.00</b>		<b>\$2,870,454.60</b>		<b>\$318,939.40</b>	

**Fixed Amount**

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Local Government requested approval for periodic payments of its funding obligation pursuant to 43 TAC §15.52 and the executive Director has approved the request. Attached is completed Special Approval Form - DED Approval.

**Period payment schedule:**

Initial payment of \$49,223.06 will be paid by the Local Government to the State with execution of this agreement on or before December 1, 2018.

2nd Payment \$89,905.45 on or before November 16, 2019

3rd Payment \$89,905.45 on or before November 16, 2020

4th Payment \$89,905.44 on or before November 16, 2021

# Non-Standard Funding Structure Special Approval Routing and Approval Form

Project Name: Loop 9  
 CSJ #(s): RCSJ: 2964-12-003 / CCSJ: 2964-12-001 Log #: \_\_\_\_\_  
 District/Division: 18 - DAL Contact: Jeremy Miller Phone: 214-320-4425

**No. 1: To Be Completed By D/D Prior To Submitting To Contract Services**

**No. 3: Name And Title To Be Filled In By D/D**

1. Recommended by District or Division (DE, Deputy DE, TP&D Director or Division Director):

Signature: Lacey Rodgers Date: 11/12/2018  
 Name & Title: Lacey Rodgers, P.E., C.F.M. – Director of Transportation Planning and Development  
 Comments: \_\_\_\_\_

**To Be Routed By Contract Services**

2. Reviewed by Contract Services:

Signature: Dan Maupin Approved Date: 11/13/2018  
 Name & Title: Dan Maupin Contract Review Section Director  
 Comments: None

3. Concurred by Engineering Operations: (Insert N/A on Signature line if don't report to Engineering Ops)

Signature: Randy C. Hopmann Approved Date: 11/13/2018  
 Name & Title: Randy C. Hopmann Director of District Ops  
 Comments: recommend approval

4. Concurred by Chief of Engineering: (Insert N/A on Signature line if don't report to Chief Engineer)

Signature: William L. Hale Approved Date: 11/13/2018  
 Name & Title: William L. Hale, Chief Engineer  
 Comments: Recommend Approval

5. Approved by Deputy Executive Director:

Signature: Marc Williams Approved Date: 11/14/2018  
 Name & Title: Marc Williams, Deputy Executive Director  
 Comments: x

**Return To Contract Services**

Original: Contract Services  
 Copy: District or Division AFA File

# Non-Standard Funding Structure Special Approval Form

Deputy Executive Director  
On- or Off-System Project  
(Per 43 TAC §15.52)

District/Division: Dallas District (18-DAL) Date: 11/8/18

D/D Contact: Jeremy Miller Phone: 214-320-4425

CSJ #(s): RCSJ: 2964-12-003/  
CCSJ: 2964-12-001 On or Off System: On

Current Cost Est.: \$3,189,394.00 % Fed:        % State: 90 % Local 10

Funding Categories: \_\_\_\_\_

Local Government: Ellis County

Project Name: Loop 9

Limits From: I-35E

Limits To: Dallas County Line

### Party Responsible for:

Environmental:  State  Local Government  Not Applicable

ROW Acquisition:  State  Local Government  Not Applicable

Utility Relocation:  State  Local Government  Not Applicable

Design and Document Preparation:  State  Local Government  Not Applicable

Construction Phase:  State  Local Government  Not Applicable

Non-Let:  State  Local Government  Not Applicable

Party Responsible for Overruns:  State  Local Government

Funding Structure Type Requested:  Specified Percentage  Periodic Payments

### Brief Project Description for Specified Percentage:

Construct 0 to 2 Lane Frontage Roads (Ultimate 6) Including ITS, Sidewalks, and Turn Lanes

### Payment Schedule for Periodic Payments:

Initial payment of \$49,223.06 on or before December 1, 2018

2nd payment \$89,905.45 on or before November 16, 2019

3rd payment \$89,905.45 on or before November 16, 2020

4th payment \$89,905.44 on or before November 16, 2021

Total payments equaling \$318,939.40

# Non-Standard Funding Structure Special Approval Form

**Specified Percentage Agreement:** If recommendation is for a Specified Percentage Agreement, answer the following:

1. Describe any project elements that are not funded with federal or state participation.

2. Describe how local government performance of any project elements can facilitate accelerated project delivery.

3. Describe how the estimated cost for the proposed work was established.

4. Describe any additional considerations relating to project benefits to the state, the traveling public and the operations of the department.

**Periodic Payment Request:** If recommendation is for Periodic Payments, answer the following:

1. Describe reasons the local government is unable to pay its total funding share prior to the department's scheduled date for contract letting, based upon population level, bonded indebtedness, tax base, tax rate or other reasons.

Ellis County is unable to pay their full contribution amount all at once therefore; incremental payments are being requested for this agreement.

2. Describe the past payment performance of the local government with TxDOT (contact FIN, Accounting Management Section at 512-486-5376). Periodic payment approval is not allowed if the local government has a delinquent obligation to the department.

Ellis County is in good standing.

3. Describe any need for accelerated project delivery that requires proceeding without receipt of full payment from the local government to TxDOT.

Ellis County has requested to make incremental payments in hopes there will not be a hindrance on the highway construction project.

4. If the project is located fully or partially within an economically disadvantaged county, provide name of county.

N/A

5. Describe any additional considerations relating to project benefits to the state, the public and the operations of the department.

Ellis County has requested a 4 installment payment plan since they are unable to pay their full contribution amount of \$318,939.40 all at once.

County Ellis  
District Dallas  
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Federal Project #: \_\_\_\_\_  
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Federal Highway Administration  
Not Research and Development

3.13

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "State"), and Ellis County, Texas, acting through its duly authorized officials (the "Local Government").

**WITNESSETH**

**WHEREAS**, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

**WHEREAS**, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

**WHEREAS**, the State has deemed it necessary to make certain highway improvements on Highway No. SL 9 from Dallas/Ellis County Line to Ellis/Dallas County Line, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"); and

**WHEREAS**, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

**WHEREAS**, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW THEREFORE**, the State and the Local Government do agree as follows:

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District Dallas  
ROW CSJ # 2964-12-004  
CCSJ # 2964-12-002  
Federal Project #: \_\_\_\_\_  
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Federal Highway Administration  
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## AGREEMENT

### 1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
  1. site conditions change;
  2. work requested by the Local Government is ineligible for federal participation; or
  3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

#### 4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

**5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

**6. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

<b>Local Government:</b>	<b>State:</b>
<u>Carol Bush, County Judge</u>	Director of Right of Way Division
<u>Ellis County Courthouse</u>	Texas Department of Transportation
<u>101 W Main Street</u>	125 E. 11 <sup>th</sup> Street
<u>Waxahachie, TX 75165</u>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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**7. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

**8. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**9. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**10. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**11. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

**12. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**13. Inspection of Books and Records**

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**14. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**15. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**16. Civil Rights Compliance**

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**17. Applicability of Federal Provisions**

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

**18. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**19. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

## 21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

## 22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:
- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-tdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

### 24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Rose Wheeler  
Contracts & Finance Director  
Right of Way Division  
Texas Department of Transportation

\_\_\_\_\_  
Date

County Ellis  
District Dallas  
ROW CSJ # 2964-12-004  
CCSJ # 2964-12-002  
Federal Project #: \_\_\_\_\_  
CFDA Title: Highway Planning & Construction  
CFDA # 20.205  
Federal Highway Administration  
Not Research and Development

**ATTACHMENT A  
RESOLUTION OR ORDINANCE**



County Ellis  
District Dallas  
ROW CSJ # 2964-12-004  
CCSJ # 2964-12-002  
Federal Project #: \_\_\_\_\_  
CFDA Title: Highway Planning & Construction  
CFDA # 20.205  
Federal Highway Administration  
Not Research and Development

**ATTACHMENT C**  
**PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE**

County	Ellis
District	Dallas District
ROW CSJ #	2964-12-004
CCSJ #	2964-12-002

Federal Project #	
CFDA Title:	Highway Planning and Construction
FHWA CFDA #	20.205
Federal Highway Administration	
Not Research and Development	

**Standard Agreement to Contribute  
 State Performs Work  
 Periodic Payments  
 Attachment C**

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$1,170,209.00	90.0%	\$1,053,188.10	10.0%	\$117,020.90	100.0%
Reimbursable Utility Adjustments	\$500,000.00	90.0%	\$450,000.00	10.0%	\$50,000.00	100.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
<b>TOTAL</b>	<b>\$1,670,209.00</b>		<b>\$1,503,188.10</b>		<b>\$167,020.90</b>	

**Fixed Amount**

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Local Government requested approval for periodic payments of its funding obligation pursuant to 43 TAC §15.52 and the executive Director has approved the request. Attached is completed Special Approval Form - DED Approval.

**Period payment schedule:**

Initial payment of \$25,776.94 will be paid by the Local Government to the State with execution of this agreement on or before December 1, 2018.

2nd Payment \$47,081.32 on or before November 16, 2019  
 3rd Payment \$47,081.32 on or before November 16, 2020  
 4th Payment \$47,081.32 on or before November 16, 2021

# Non-Standard Funding Structure Special Approval Routing and Approval Form

Project Name: Loop 9  
 CSJ #(s): RCSJ: 2964-12-004 / CCSJ: 2964-12-002 Log #: \_\_\_\_\_  
 District/Division: 18 - DAL Contact: Jeremy Miller Phone: 214-320-4425

**No. 1: To Be Completed By D/D Prior To Submitting To Contract Services**

**No. 3: Name And Title To Be Filled In By D/D**

1. Recommended by District or Division (DE, Deputy DE, TP&D Director or Division Director):  
 Signature: Lacey Rodgers Date: 11/12/2018  
Choose an item  
 Name & Title: Lacey Rodgers, P.E., C.F.M. - Director of Transportation Planning and Development  
 Comments: \_\_\_\_\_

**To Be Routed By Contract Services**

2. Reviewed by Contract Services:  
 Signature: Dan Maupin Approved Date: 11/13/2018  
Choose an item  
 Name & Title: Dan Maupin Contract Review Section Director  
 Comments: None

3. Concurred by Engineering Operations: (Insert N/A on Signature line if don't report to Engineering Ops)  
 Signature: Randy C. Hopmann Approved Date: 11/13/2018  
Choose an item  
 Name & Title: Randy C. Hopmann Director of District ops  
 Comments: recommend approval.

4. Concurred by Chief of Engineering: (Insert N/A on Signature line if don't report to Chief Engineer)  
 Signature: William L. Hale Approved Date: 11/13/2018  
Choose an item  
 Name & Title: William L. Hale, Chief Engineer  
 Comments: None

5. Approved by Deputy Executive Director:  
 Signature: Marc Williams Approved Date: 11/14/2018  
Choose an item  
 Name & Title: Marc Williams, Deputy Executive Director  
 Comments: x

**Return To Contract Services**

Original: Contract Services  
 Copy: District or Division AFA File

# Non-Standard Funding Structure Special Approval Form

Deputy Executive Director  
On- or Off-System Project  
(Per 43 TAC §15.52)

District/Division: Dallas District (18-DAL) Date: 11/8/18  
D/D Contact: Jeremy Miller Phone: 214-320-4425  
RCSJ: 2964-12-004/  
CSJ #(s): CCSJ: 2964-12-002 On or Off System: Select  
Current Cost Est.: \$1,670,209.00 % Fed:      % State: 90 % Local 10  
Funding Categories:       
Local Government: Ellis County  
Project Name: Loop 9  
Limits From: Dallas/Ellis County Line  
Limits To: Ellis/Dallas County Line

### Party Responsible for:

Environmental:	<input type="radio"/> State	<input type="radio"/> Local Government	<input checked="" type="radio"/> Not Applicable
ROW Acquisition:	<input type="radio"/> State	<input checked="" type="radio"/> Local Government	<input type="radio"/> Not Applicable
Utility Relocation:	<input type="radio"/> State	<input checked="" type="radio"/> Local Government	<input type="radio"/> Not Applicable
Design and Document Preparation:	<input type="radio"/> State	<input type="radio"/> Local Government	<input checked="" type="radio"/> Not Applicable
Construction Phase:	<input type="radio"/> State	<input type="radio"/> Local Government	<input checked="" type="radio"/> Not Applicable
Non-Let:	<input type="radio"/> State	<input type="radio"/> Local Government	<input checked="" type="radio"/> Not Applicable

Party Responsible for Overruns:  State  Local Government

Funding Structure Type Requested:  Specified Percentage  Periodic Payments

### Brief Project Description for Specified Percentage:

Construct 0 to 2 Lane Frontage Roads (Ultimate 6) Including ITS, Sidewalks, and Turn Lanes

### Payment Schedule for Periodic Payments:

Initial payment of \$25,776.94 on or before December 1, 2018

2nd payment \$47,081.32 on or before November 16, 2019

3rd payment \$47,081.32 on or before November 16, 2020

4th payment \$47,081.32 on or before November 16, 2021

Total payments equaling \$167,020.90

# Non-Standard Funding Structure Special Approval Form

**Specified Percentage Agreement:** If recommendation is for a Specified Percentage Agreement, answer the following:

1. Describe any project elements that are not funded with federal or state participation.

2. Describe how local government performance of any project elements can facilitate accelerated project delivery.

3. Describe how the estimated cost for the proposed work was established.

4. Describe any additional considerations relating to project benefits to the state, the traveling public and the operations of the department.

**Periodic Payment Request:** If recommendation is for Periodic Payments, answer the following:

1. Describe reasons the local government is unable to pay its total funding share prior to the department's scheduled date for contract letting, based upon population level, bonded indebtedness, tax base, tax rate or other reasons.

Ellis County is unable to pay their full contribution amount all at once therefore; incremental payments are being requested for this agreement.

2. Describe the past payment performance of the local government with TxDOT (contact FIN, Accounting Management Section at 512-486-5376). Periodic payment approval is not allowed if the local government has a delinquent obligation to the department.

Ellis County is in good standing.

3. Describe any need for accelerated project delivery that requires proceeding without receipt of full payment from the local government to TxDOT.

Ellis County has requested to make incremental payments in hopes there will not be a hindrance on the highway construction project.

4. If the project is located fully or partially within an economically disadvantaged county, provide name of county.

N/A

5. Describe any additional considerations relating to project benefits to the state, the public and the operations of the department.

Ellis County has requested a 4 installment payment plan since they are unable to pay their full contribution amount of \$167,020.90 all at once.