

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

F1

NOV 27 2018  
Ellis Co.  
BY: Auditor's Office

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my ~~2017/2018~~ Budget as follows:  
2018/2019

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-40964	Contracting Elections	(\$13,000.00)
001-0210-50801	Supplies	(\$3,000.00)

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50942	Election Expenses	\$16,000.00

  
Signature of Department Head

11-26-18  
Date Signed

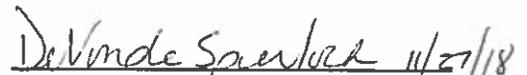
Elections  
Department

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

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

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

Approved by County Auditor's Office:

 11/27/18



**CERTIFICATION OF ADDITIONAL REVENUE**

**Ellis County  
Auditors Department**

DATE: 11/27/18

The undersigned hereby certify to the commissioners court the receipt of revenue from a new source of revenue not anticipated before the adoption of the budget and not included in the budget for the fiscal year.

Additional Revenue Received

Contracting Elections 001-0210 40964 \$13,000.00

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.0108.

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

The undersigned hereby certifies that she is the County Auditor of the Ellis County, Texas.

Signed



Miykael Reeve, CGFO  
County Auditor

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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 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
036-0936-40649-00000-000	Fund Balance Election Fees	17,050.00
001-0000-30302-00000-000	From Fund Balance - General	352,300.00
001-0140-50861-00000-000	Transfer to Election Admin Fees	

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
036-0936-50802-00000-000	Voting Equipment	17,050.00
036-0936-50802-00000-000	Voting Equipment (Election Admin Fee	352,300.00
036-0936-50992-00000-000	Transfer from Fund Balance -General	



Signature of Department Head

11-16-18  
Date Signed

Elections  
Department

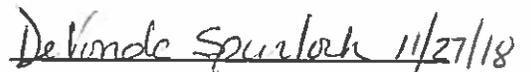
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

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:

 11/27/18



**CERTIFICATION OF ADDITIONAL REVENUE**

**Ellis County  
Auditors Department**

DATE: 11/16/18

The undersigned hereby certify to the commissioners court the receipt of revenue from a new source of revenue not anticipated before the adoption of the budget and not included in the budget for the fiscal year.

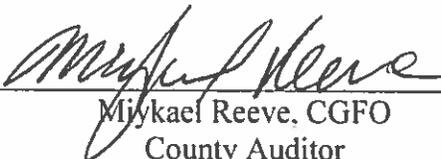
Additional Revenue Received

17,050 was Received for Election Admin fee  
from year

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.0108.

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

The undersigned hereby certifies that she is the County Auditor of the Ellis County, Texas.

Signed   
Miykael Reeve, CGFO  
County Auditor

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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 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0000-30302-00000-000	Fund Balance	130,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50558-00000-000	Contingencies/Reserve	130,000.00

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

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

Approved by County Auditor's Office: DeVonde Spivey 11/30/18



**GENDA ITEM 1.1**

Ellis County Commissioners' Court  
December 4, 2018



**SHORT TITLE:**

New set of development regulations for Ellis County

**LEGAL CAPTION:**

Consider and act upon a request to replace Order No. 192.02, as amended, the existing Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes in its entirety and with a new and updated set of development regulations entitled Ellis County Quality Growth Initiatives – Volume I (Subdivision & Development Standards), Volume II (Drainage Design Manual), and Volume III (Standard Construction Details); providing a conflicts clause; providing a severability clause, and providing for an effective date.



**PURPOSE & ANALYSIS:**

Staff has slowly undertaken the initiative to revise the current regulations from its current format and update to comply with today's practices and standards. Although a significant portion of this update began internally in the March 2017, the process of updating it started many years ago under the direction of the previous staff who are no longer at the County and some of their proposed amendments are included within these proposed regulations. Although staff brought forth five (5) recent amendments since the beginning of last year, they've only provide a temporary band-aid, and thus an overhaul in regulations is needed.

Below are some of the significant issues quickly identified with the current regulations when the project to rewrite the regulations began:

- The current format and layout is considered disorganized, outdated, and confusing to staff, citizens, and developers.
- Most sections and paragraphs are not codified appropriately or missing entirely, which make locating them difficult and time-consuming for staff, citizens, and developers when researching regulations.
- There are many run-on sentences, spelling errors, grammatical mistakes and inadequate wording, which reduces its overall flow and professionalism.
- There are instances where the regulations contradict themselves or not written to match state authority.
- There are procedures mentioned that are no longer practiced.
- Some amendments were not properly inserted and codified into the current regulations, requiring an separate "addendum" when researching.



These proposed regulations will streamline the development review process and make the it more transparent and customer-friendly, by eliminating conflicting regulations, placing more emphasis on visual graphics to help explain specific regulations, as needed, and organize it to make it more professional in application and appearance.

Staff and the County Attorney carefully vetted and reviewed these regulations over the course of this past year but more intensely the past few months and made changes to ensure compliance with adopted state regulations. A 5-week review period was established from the time the drafts went online and the Court was given their copies to the date of the public hearing. To date, staff has not recived any public input or comments.

Although there are many changes in the strike-through version, about 65-70% of the document entails removing applications, checklists, and procedures, eliminating or clarifying conflicting regulations and moving sections around to make the document flow better. The remaining 30-35% are establishing "common sense regulations" designed to streamline the development review process, make the process more transparent, and making it more customer/resident-friendly. Ultimately, these regulations are considered a living, breathing document meant to change with the times and adopted policies.



#### **HIGHLIGHT OF PROPOSED AMENDMENTS:**

Below is a summary of all the proposed changes. Due to the length, a red-line strike-through version outlining the of the proposed changes within the draft is available online (<http://co.ellis.tx.us/DocumentCenter/View/9404> & <http://co.ellis.tx.us/DocumentCenter/View/9405> ), however a clean final draft is provided in Exhibit A of the Draft Order (see Attachment No. 2) or via the website (<http://co.ellis.tx.us/DocumentCenter/View/9409> & [http://co.ellis.tx.us/DocumentCenter/View/9410.](http://co.ellis.tx.us/DocumentCenter/View/9410))

#### **Volume I (Subdivision and Development Regulations) – Summary of Changes**

- Organizes and codifies the proposed regulations for current use and future flexibility.
- Visual aids will be provided to supplement the text portion of the regulations. Will give it a more professional look and feel.
- Every paragraph is given an appropriate citation.
- A general purpose is added to each section.
- The Drainage Design Standards and Standard Construction Detail are taken out of the current regulations and placed as different volumes of the development regulations and considered separate and stand-alone.
- The director has the power to interpret the regulations with the Commissioners' Court serving as the tiebreaker if a dispute arises.
- The document provides hyperlinks to other sections within the text and external sources for easier navigation.



- Formally establishes a pre-application process and Growth Assessment Team to review new development and solve problems on the front end and not the back end.
- The front setback lines are reduced from 30 feet to 25 feet to comply with state regulations.
- Moved many sections and paragraphs to improve its overall organization and make it flow better.
- Establishes official addressing policy and guidelines.
- Removed checklists and applications from regulations to allow staff greater flexibility in determining what is appropriate when submitting information; avoids amending the regulations for minor changes in application and checklists.
- Many sections reworded to avoid run-on sentences; misspelled words corrected, and grammatically incorrect sentences were re-written.
- Establishes procedures for abandonment of rights-of-way and reinstatement of rights-of-way to match with state regulations.
- A new regulation that limits the number of drive cuts onto a road classified on the thoroughfare plan with options on how to proceed.
- An exemption to the fire hydrant requirement is provided for simplified plats.
- Civil plans have an expiration date of one year following its approval.
- Temporary culverts are required before the construction or development of property to prevent drainage issues.
- New section for erosion control is added.
- Maintenance bonds are reduced from three (3) years to two (2) years (already in practice).
- Notice is provided to all property owners within 200 feet of a requested variance.
- Inserted language that variances cannot be self-imposed or self-created.
- Inserted a civil penalty of up to \$1,000 for violations of these regulations (in compliance with state law).

#### **Volume II – (Drainage Design Manual) Summary of Changes**

- Organizes and codifies the proposed regulations for current use and future flexibility.
- Visual aids will be provided to supplement the text portion of the regulations. Will give it a more professional look and feel.
- Every paragraph is given an appropriate citation.
- A general purpose is added to each section.
- The county engineer has the power to interpret the regulations with the Commissioners' Court serving as the tiebreaker if a dispute arises.
- Inserted a civil penalty of up to \$1,000 for violations of these regulations (in compliance with state law).
- Requiring an existing and proposed drainage map on preliminary drainage plans.
- Adopts Tx-DOT's Hydraulic Design Manual for drainage facility improvements.



- May require a downstream assessment depending on the project and site-specific conditions.
- New regulations for natural and improved drainage channels.
- Inserted policies from Ellis-Prairie Soil and Water Conservation District on Activities
- Adjacent to the Floodwater Retarding Structures

**Volume III – (Standard Construction Details) Summary of Changes**

- This section will be reserved until a future amendment can split sections from Volume I & II but at minimum creates the framework for later use.

**ADVERTISEMENT:**

Staff placed the proposed regulations on its department’s website and invited people with various development backgrounds and the general public to review these regulations and o generate comments and provide input. These regulations were placed on the website on Tuesday, October 30 and included the red-line strikethrough version along with the final draft.

Staff advertised the proposed regulations were advertised on the County’s website on October 30, 2018 and the November 4<sup>th</sup> & 25<sup>th</sup> editions of the Waxahachie Daily Light, 2018, satisfying the 15-day legal notification requirement before the scheduled public hearing.



**ATTACHMENTS:**

1. News Notice
2. Draft Orders with Final Clean Drafts for Volumes I



**RECOMMENDATION:**

Staff recommends approval of the proposed regulations, as presented.



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1

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**ELLIS COUNTY**

The County of Ellis will conduct a public hearing to consider and act upon a request to replace Order No. 192,02, as amended, the existing Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes in its entirety and with a new and updated set of development regulations entitled Ellis County Quality Growth Initiatives - Volume I (Subdivision & Development Standards), Volume II (Drainage Design Manual), and Volume III (Standard Construction Details). A copy of these regulations is available for public viewing and comment on the department website at <http://co.ellis.tx.us/dod>. A public hearing on the proposed regulations is scheduled for the Commissioners' Court on **Tuesday, December 4, 2018, at 10:00 AM** on the 2nd Floor of the Historic Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas. Please contact the Department of Development concerning any questions at 972-825-5200.



**ATTACHMENT NO. 2**

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

**A NEW AND UPDATED SET OF DEVELOPMENT REGULATIONS ENTITLED  
ELLIS COUNTY QUALITY GROWTH INITIATIVES –  
VOLUME I (SUBDIVISION & DEVELOPMENT STANDARDS)**

On this the 4th day of December 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 REPLACE ORDER NO. 192.02, AS AMENDED, THE EXISTING RULES, REGULATIONS, AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED HOMES IN ITS ENTIRETY AND WITH A NEW AND UPDATED SET OF DEVELOPMENT REGULATIONS ENTITLED ELLIS COUNTY QUALITY GROWTH INITIATIVES – VOLUME I (SUBDIVISION & DEVELOPMENT STANDARDS); 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.** The approved amendments for the County of Ellis Rules, Regulations, and Specifications for Subdivision and Manufactured Homes are amended to read as follows and found in Exhibit A:



**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 one (1) day from and after the date of its passage, December 5, 2018, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 4<sup>TH</sup> DAY OF DECEMBER, 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 - VOLUME I (SUBDIVISION & DEVELOPMENT STANDARDS)**

**SECTION I**  
**GENERAL INFORMATION & ADMINISTRATION**

**A. OFFICIAL NAME**

The official name of these regulations shall be the "Ellis County Quality Growth Initiatives, Volume I— Subdivision and Development Standards."

**B. AUTHORITY**

These regulations are adopted under the authority of the Constitution and Laws of the State of Texas, including but not limited to, the Texas Local Government Code, as amended, Texas Revised Civil Statutes Annotated (Vernon), as amended, and any other applicable laws, regulations, and approved orders.

**C. PURPOSE**

- (1) The purpose of these regulations but not limited to promote quality growth and development within Ellis County and provide regulations leading to a desirable environment for all citizens, both residential and nonresidential.
- (2) These regulations ensure to:
  - (i) Furnish the owner/applicant with guidance and assistance in the expedient preparation and approval of their development, project, etc. with a set of uniform regulations for all to follow, and;
  - (ii) Protect the health, safety, and general welfare of the citizens of Ellis County by providing regulations and standards for all types of developments by planning infrastructure and assuring that adequate streets and drainage facilities and structures are provided subdivisions, and maintained without imposing a burden on the taxpayers in the future, and;
  - (iii) Provide for the proper arrangement and construction of roads, and ensure the appropriate relationship of roads to existing and future roads, and;
  - (iv) Ensure adequate ingress and egress for all emergency response vehicles, and;
  - (v) Provide standards for the approval and recording of all subdivision plats, and;
  - (vi) Provide procedures in meeting the requirements of the Commissioners' Court for acceptance and approval of said plats and the improvements therein.



- (3) These regulations are not intended to prohibit testamentary land divisions, a division of land as a result of the dissolution of a corporation or partnership, or subdividing land for agricultural purposes.

**D. EFFECTIVE DATE.**

- (1) These regulations shall become effective December 5, 2018.
- (2) Subdivision plats approved in preliminary or final form before July 27, 1998 shall be subject to the Rules, Regulations, and Specifications in effect at the time of plat approval except that, where these new regulations require less stringent requirements; the Developer of a subdivision approved under previous rules may request application of these new Rules, Regulations, and Specifications.

**E. CONSISTENCY WITH OTHER REGULATIONS**

- (1) These regulations shall be consistent with the Drainage Design Manual (Ellis County Quality Growth Initiatives, Volume II) and the Standard Construction Details (Ellis County Quality Growth Initiatives, Volume III) and any other supplemental land use and community development policies that may be adopted by the Commissioners' Court.
- (2) These regulations shall be cumulative of all other orders of Ellis County, Texas and shall repeal any of the provisions of said previous orders.
- (3) If a conflict should arise with other applicable orders, the strictest shall apply, until an updated order is approved by the County Commissioners' Court or as interpreted by the Department of Development Director as outlined in Section I (F).
- (4) If a permit, plat, or other item requiring approved is issued or approved in error and it violates the current adopted regulations, that permit does not invalidate the established regulations and it shall be voided immediately upon notification.

**F. AMENDMENTS**

- (1) As needed, the Department of Development Director or designee may only amend the illustrations, graphics, and non-text within these regulations without the consent of Commissioners' Court to better assist in graphically depicting and providing clarity to these regulations.
- (2) As needed, the Commissioners' Court may amend these regulations to reflect desired changes and updates in policy.
  - (i) Public hearings on all proposed written amendments shall be held by the Commissioners' Court in open session after publication in a newspaper of general circulation for at least fifteen (15) days before the public hearing date.



#### **G. INTERPRETATIONS**

- (1) As needed, the Department of Development Director shall provide interpretations of these regulations.
- (2) Rulings made by the Department of Development Director are issued on a case-by-case basis and shall not set a precedent for other similar situations.
- (3) If an applicant disagrees with the interpretation provided, that decision may be appealed to the Commissioners' Court at the next available meeting, as listed in the latest submittal calendar and pay any associated fees as outlined in the latest adopted Master Fee Schedule.

#### **H. DEED RESTRICTIONS**

- (1) Developer-initiated and development deed restrictions are considered private and Ellis County shall not enforce any deed restrictions. Any enforcement of the developer's deed restrictions shall rest solely with the developer, builder property owners, purchaser, homeowners/property owners' association, or similar.
- (2) Any plat approval, permit or variance issued or given by the County is based solely on meeting the established rules, regulations and following all procedures and requirements in effect at that time.

#### **I. APPLICABILITY**

- (1) These rules and any preceding rules shall apply to land, which has been divided on or after September 1, 1999.
- (2) A division of a tract referenced in this section is defined as using a metes and bounds description in a deed of conveyance or a contract for a deed, using of a contract of sale or other executory contract, purchase option rental agreement, or using any other method to convey property.

#### **J. FINES & PENALTIES**

- (1) Any person, firm or corporation who violates any of the provisions of these regulations or who fails to comply with any provision hereof within the Ellis County shall be subject to civil penalties including a fine of one thousand (\$1,000.00) dollars for each day that such violation continues shall constitute a separate offense and shall be punishable accordingly, pursuant to Section 232.035 of the Texas Local Government Code.
  - (i) The primary objective of the department is not to impose fines but to have everyone comply with these regulations.



- (ii) The Department of Development shall have the right to institute an action in the court to enjoin the violation or threatened a violation of any provision in the County.

**K. SEVERABILITY CLAUSE**

If any section, article, paragraph, sentence, clause, phrase or word of these regulations, or application, thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of these regulations; and the Commissioners' Court hereby declares it would have passed such remaining portions of these regulations despite such invalidity, which remaining portions shall remain in full force and effect.



**SECTION II**  
**DEVELOPMENT REVIEW PROCESS & PROCEDURES**

**A. PRE-APPLICATION MEETING**

- (1) Before the acceptance or submittal of any development-related application, the applicant of the proposed development shall meet with the Ellis County Growth Assessment Team (GAT) to review the project and make recommendations designed to assist in processing and expediting the application promptly, while minimizing any issues.
  - (i) The Department of Development Director may waive this requirement if, in their determination, the requested development or project is minor or have minimal impact on current infrastructure.
  - (ii) The pre-application meeting does not vest any proposed plat, development, project, or application or development with the existing regulations. It is only meant to serve as a venue to address any unforeseen issues, provide advice and direction, and assists the developer in understanding the regulations and development process.
- (2) The Ellis County Growth Assessment Team is chaired by the Department of Development Director or their designated representative, and may include representatives from other departments which include but not limited to the Department of Development, Engineering, Fire Marshal's Office, the precinct commissioner, and other persons deemed necessary to ensure an appropriate and complete review. No advisory opinions will be given at this meeting.

**B. FORMAL APPLICATION SUBMITTAL**

- (1) To ensure there is no delay in processing any application, the applicant shall submit their proposed development for review by no later than the date and time as indicated on the latest Submittal Calendar and Meeting Schedule, if the project requires approval from the Ellis County Commissioners' Court.
  - (i) All residential projects not requiring approval from the Commissioners' Court may proceed to submitting the applicable documentation to proceed.
  - (ii) All non-single family, commercial, industrial, and nonresidential uses shall require a pre-clearance from the Fire Marshal's Office prior to submitting the applicable documentation to proceed with a development/building permit.
- (2) All items required for a formal application submittal shall be as shown on the most-recently updated application.



- (3) The fees for each application type shall be as listed on the most recently-adopted Master Fee Schedule, as adopted by the Commissioners' Court.
- (4) Upon submittal of required items in Section II (B) (2), the Department of Development shall review the submittal contents to determine if it is deemed complete as outlined in Chapter 232.0025 of the Texas Local Government Code.
  - (i) It is the obligation of the applicant to submit all information necessary for proper review by the County.
  - (ii) If the application does not contain all required information, the submission is rejected, and a new application shall be filed for a future submittal date.
- (5) The Ellis County Growth Assessment Team will formally review the proposed project to ensure it meets all associated County's requirements and regulations.
  - (i) In the formal review process, the Growth Assessment Team may require additional items that are not listed on the application to ensure an overall and complete review and will give the applicant a time frame by which such items shall be submitted to continue the review process.
  - (ii) If the additional requested information is not submitted within the period stated, the application is subject to Section II (B) (4).
- (6) Upon satisfying all the requirements and other items as required by the different departments, the proposed project may proceed to either Commissioners' Court for approval or for permitting.

#### C. APPROVAL

- (1) Upon successful submittal of an application and after it is determined to be complete and meets all County requirements, the application shall be placed on the agenda of the next available Commissioners' Court for their consideration.
- (2) Any action before the Commissioners' Court shall require an affirmative majority vote to officially approve the application.

#### D. ADDRESSING

- (1) Tentative property addressing may be designated and assigned with the first plat or permit application submitted, however, property addresses may be subject to change depending on the number of lots, buildings, lot and building configuration and layout, and other current renumbering and readdressing projects within the vicinity.
- (2) For ease in the emergency location of an address, all residences shall prominently display



the numerical street address for easy recognition.

- (3) Road and street names shall be checked to avoid duplicate names or similar spellings for other roads in the county and surrounding area.



SECTION III  
PLATS

**A. JURISDICTION**

- (1) If the property to be platted or subdivided lies entirely within the limits of a city, the applicant shall consult directly with that city about all platting procedures and requirements.
- (2) This section shall apply to property located outside the limits of any municipality within the boundaries of Ellis County who divides the tract into one (1) or more lots to lay out a subdivision in accordance with Chapter 232.001 (a) of the Texas Local Government Code.
  - (i) If the property to be platted or subdivided lies wholly or partially within the extraterritorial jurisdiction (ETJ) of any municipality, the platting approval procedure shall be established by the approved Interlocal Agreement between the County and that municipality.
  - (ii) If the property is located in multiple ETJs, Section 212.007 of the Texas Local Government Code shall apply, unless one of the cities cedes their authority to another in a written form by a person listed in Section III (D) (2) (ii).

**B. PLAT REQUIRED**

- (1) A plat is required when subdividing property that results in any tract of land having ten (10) acres or less.
- (2) A subdivision plat is not required if it meets the requirements outlined in Chapter 232.0015 of the Texas Local Government Code.
  - (i) If any of the areas cited in the section above ceases to meet the exemption criteria, then the platting requirements shall immediately apply.

**C. APPLICATION**

All plats within this section are required to follow the procedures and requirements as outlined in Section II. A sample plat with all required wording and format is available at the end of this section.

**D. PRELIMINARY PLAT**

- (1) A preliminary plat is required for all unplatted parcels of land on which the filing of a plat is required by State Law or these regulations.
  - (i) A simplified plat is the only exemption if it meets the requirements in Section III (F).
- (2) Regardless of the rules, regulations, and ordinances of any city exercising authority in the extraterritorial jurisdiction (ETJ), a preliminary plat is required by Ellis County consistent



- with this section. Ellis County, as the filing authority of plats, will not accept any plat for consideration that uses terminology other than Preliminary Plat in the title block.
- (i) The Department of Development Director may waive the above requirement if the city exercising authority in the ETJ does not have a preliminary plat process for that particular situation.
  - (ii) A letter stating the above is required by the Planning Director or equivalent department head responsible for plats, City Manager, or City Attorney of the respective city to the Department of Development Director.
- (3) The preliminary plat shall meet all the conditions placed by the Commissioners' Court or other applicable governing entity before the acceptance of a final plat.
  - (4) Approval of the preliminary plat does not constitute acceptance of the subdivision but merely an authorization to proceed with the preparation of the final plat.
  - (5) An approved preliminary plat application shall expire if a final plat application for the subject property has not been approved within twelve (12) months from the date of the Commissioners' Court approval of the preliminary plat.
    - (i) The Commissioners' Court may grant a one-time extension of an approved preliminary plat for a period not to exceed twelve (12) months.
    - (ii) Additional approval for a continuation from the respective City may be required if located within their ETJ.
    - (iii) Upon expiration, or denial of an extension of plat approval, a new plat application shall be submitted, subject to requirements in effect at the time the County accepts the application.
  - (6) Engineering plans shall be submitted for review after the approval of a preliminary plat (see Section V (B) for additional information).
  - (7) Upon approval of the engineering plans and prior to commencement of construction, a pre-construction meeting and a performance bond are required (see Section VII for more information).
  - (8) Once a performance bond is approved, the developer can begin construction of the roads and necessary infrastructure, as shown on the approved plans.
  - (9) Upon completion and approval of the infrastructure by staff, a final plat may be submitted for approval.



- (10) Additional steps may be required by staff to finalize the preliminary plat approval process and will provide those as necessary.

#### **E. FINAL PLAT**

- (1) The primary purpose of a final plat is to complete the last stage of approval of a subdivision or addition as a condition of recording a division of land or property, dedicating right-of-way and easements before recording it in the Ellis County Clerk's Office.
- (2) The final plat approval process may mirror the same steps as shown in Section III (D) (1-4).
- (3) In addition to the fees associated with the final plat, performance guarantees (bonds and or letters of credit) are required with the final plat submittal. (See Section VII for more information).
- (4) Upon approval of the related documents, the final plat may be placed on the agenda for the next available Commissioners' Court.
- (5) After final plat approval, the Department of Development reserves the right to designate lots in a subdivision with unique topography to receive prior authorization concerning structure placement and location before issuance of floodplain permit and/or on-site sewage facility permit.

#### **F. SIMPLIFIED PLAT**

- (1) A simplified plat may be used to create up to four (4) lots solely to subdivide land that is undeveloped.
- (2) A simplified plat may also be used to record such subdivision of property, or record the remainder of a tract created by the platting of a portion of the property provided that:
  - (i) The resulting lots are undeveloped or used for single family residential or agricultural purposes.
    - (a) Non-single family uses shall require a review by the Fire Marshal's Office and County Engineer.
  - (ii) Neither the lots(s) nor remaining tract(s) of land or any portion thereof has been previously recorded as a simplified plat within ten (10) years of an application for a simplified plat involving any part of the same lot(s) or remaining tract(s); and,
    - (a) Multiple requests made within the same geographic area is seen as circumventing the regulations and will not be accepted.



- (iii) No new roads are created or built along or within the boundaries of the proposed plat; and,
- (iv) No new public infrastructure or utility services are extending to provide service the site.

#### **G. REPLAT**

- (1) The primary purpose of a replat is to revise or amend a previously-approved and recorded plat with the Ellis County Clerk's Office and does not meet the requirements set forth for an amending plat in Chapter 232.011 of the Texas Local Government Code.
- (2) This subsection shall adhere to Chapter 232.009 and 232.0095 of the Texas Local Government Code, unless otherwise indicated.
- (3) Upon successful submittal of an application and after it is determined to be complete, the following public notices shall be provided, as prescribed by law:
  - (i) An ad placed in the public notice section of a newspaper of general circulation shall be placed for at least three (3) times at least thirty (30) days before the proposed hearing date and ending on the seventh (7th) day before the hearing date; and,
  - (ii) Notice on the County's Department of Development website; and,
  - (iii) Notice to all property owners as outlined in Section 232.009 (c) of the Texas Local Government Code.

#### **H. AMENDING PLAT**

The primary purpose of an amending plat is to correct minor issues as indicated in Chapter 232.011 of the Texas Local Government Code.

#### **I. CANCELLATION OF SUBDIVISION**

- (1) The primary purpose of this type of plat is to cancel all or part of the subdivision, which may include dedicated easements or roadways/rights-of-way, and reestablish the property as areas tracts as it existed before the subdivision.
- (2) Any plat may be vacated, revised, or superseded in total or in part by compliance with the procedures and requirements of these regulations.
- (3) This subsection shall adhere to Chapter 232.008, 232.0083, and 232.0085 of the Texas Local Government Code unless otherwise indicated.



- (4) Upon successful submittal of an application and after it is determined to be complete, the following public notices shall be provided:
  - (i) An ad placed in the public notice/hearing section of a newspaper of general circulation shall be placed at least three (3) weeks before the proposed hearing date, as prescribed by law; and,
  - (ii) Notice to all property owners located within two hundred (200) feet of the subject boundaries via United States Postal Service (USPS) regular mail.
- (5) The Commissioners' Court may exclude out previously dedicated rights-of-way, easements, or roads in their approval of a cancellation of a subdivision.

**J. MISCELLANEOUS**

- (1) Except for the preliminary plat and upon successful completion of any additional requirements required by the Court, the instrument shall be filed and recorded in the deed records of the County within ninety (90) days of approval date to become effective. If a plat is not filed within this time frame, due to developer's failure to comply with the additional requirements of the court, then the conditional approval of the plat shall expire, and a new application shall be submitted.
- (2) Property shall not be authorized to be divided, sold, conveyed, developed, constructed, or move any structures onto the site until
  - (i) the approval of a final plat replat, or simplified plat of the tract from the Commissioners' Court; and,
  - (ii) Engineering plans and related documents and all necessary permits, and culvert sizing has been issued to the property owner (if applicable); and,
  - (iii) The approved plat has been officially filed with the County Clerk.
- (3) Plat approval and acceptance by the County does not relieve the developer from obligations, including fees, required by other sections of this or other order of the county about the improvement of the property or extension of services as needed to make the property suitable for development.
- (4) Approval of any plat by the Commissioners' Court shall not be deemed an acceptance of the proposed dedications, if any shown thereon, and shall not impose any duty upon the County concerning maintenance or improvements of any such dedications.
  - (i) Dedication of right-of-way shall not relieve the property owner from obligations for street construction or assessments associated with public street improvement programs.



- (ii) The Commissioners' Court shall determine which dedications are accepted for County maintenance after the owner maintenance period has expired (see Section VII (C) for more information).
  - (iii) The acceptance of roads for County maintenance and release of maintenance bond shall be placed on the next available Commissioners' Court meeting in an open court session upon satisfaction of all requirements outlined in Section VII and an approved final inspection.
  - (iv) Until any road within a dedicated right-of-way is built to County standards by developer, and accepted by the County, a homeowner's association or adjacent property owners shall maintain this area.
- (5) A pre-construction meeting shall be scheduled between the developer, contractor, and the County before any construction of infrastructure. It is the responsibility of the developer to schedule that meeting.
- (6) If groundwater is the source of water supply for the project, the application shall include all other requirements as listed in Chapter 232.0032 of the Texas Local Government Code.
- (7) A drainage plan is required for all plat submittals. This requirement may be waived by the County Engineer.



SECTION IV  
GENERAL REQUIREMENTS

A. ACCESS

- (1) Access to all tracts of land and development projects shall be from a County maintained street/road or a state/federally-maintained road or street.
- (2) Subdivisions with interior streets shall provide at least two (2) streets for ingress and egress with driveway access to interior streets only.
- (3) Only one (1) access point shall be allowed per lot or tract of land along roads identified as 80 feet of right-of-way or more on the Master Thoroughfare Plan. If multiple access points are desired on the same lot, it shall meet Tx-DOT's Access Management Standards, Table 2-2.
- (4) All access drives within County right-of-way located within the interior of subdivisions shall satisfy the following criteria:
  - (i) Minimum twelve (12) feet wide; and,
  - (ii) Minimum six (6) inches in thickness of concrete; and,
  - (iii) Meet other County standards for street construction outlined in Section IV (E) (4) & (5).

B. LOTS

- (1) All lots or tracts of land shall face directly onto a publicly-constructed and maintained street that appears on the most recent official County road list.
- (2) Lots or tracts of land served by a public water supply and an on-site sewage facilities (OSSF) shall have a minimum lot size of one (1) acre outside the floodplain and a minimum paved street frontage of at least one hundred and fifty (150) feet. Lots facing other public street thoroughfare must comply with corresponding entity requirements. The minimum street frontage for single family lots on the turnaround of a cul-de-sac or For lots located on a cul-de-sac, the paved street frontage requirement shall be a minimum fifty (50) feet wide measured by the chord length.
  - (i) This requirement shall be for one (1) habitable structure per lot.
  - (ii) Multiple habitable structures not tied together through a common roof and common wall to the main structure and are considered separate and shall require an additional acre per structure, and adhere to the latest adopted Septic Order.



- (iii) Elevation certificates showing base flood elevations (BFE) are required for all lots within the 100-year floodplain.
- (3) Lots not meeting the requirement of subsection (B) (2) above shall adhere to the following requirements:
- (i) Duplex lots (two (2) residential units per lot) - one hundred and fifty (150) feet of paved street frontage and two (2) acres located outside the floodplain; and,
  - (ii) Multi-family lots (at least three (3) residential units per lot) – three hundred (300) feet of paved street frontage and the greater of either three (3) acres or one-half the number of dwelling units in acres located outside the floodplain (i.e. 50 units = 25 acres, 100 units = 50 acres, etc.); and,
  - (iii) Nonresidential lots shall meet the requirements outlined in subsection (B) (2); and,
  - (iv) Any lot configuration not mentioned above will require a review by the Ellis County Growth Assessment Team to determine the appropriate acreage and street frontage requirements.
- (4) Flag lots shall not be allowed, unless they meet the minimum lot frontage requirements stated in within this section.
- (5) At a minimum, lots shall be one hundred fifty (150) feet in length by one hundred fifty (150) feet in width before a lot may narrow down. When a lot narrows down, it shall be a minimum width of thirty (30) feet at its narrowest point.
- (6) Lots or tracts of land having an individual water supply well and an individual on-site sewage system (OSSF) shall have a minimum lot size of three (3) acres. Such lots must have a minimum paved street frontage of three hundred (300) feet.
- (7) Subdivisions, including multi-family residential lots, served by a public water supply and by a public sewage disposal system shall have an average density of not more than four (4) lots per acre, not including the area of the roads, floodplain, and public spaces.
- (8) For multi-family subdivisions, adequate provision shall be made by the developer for common ownership and maintenance of community facilities such as recreation and open space, parking, access and similar common use areas.
- (i) The developer shall provide disposition and maintenance covenants for all open space or other common ownership areas. Such restrictions shall be recorded at the time of plat recordation and shall not be maintained by the County.



### **C. BUILDING LINES AND EASEMENTS**

Building setback lines shall be shown on all lots, and shall be as follows:

- (1) Lots abutting any internal road located within a subdivision shall require a minimum front setback distance of twenty-five (25) feet from the property line.
- (2) Lots abutting any existing County/State road or any other road not classified as an internal subdivision road shall be considered major roads and highways and require a minimum front setback distance of forty (40) feet from the property line.
- (3) For determining the setback lines of the lot, the location of the front door or entrance to the principal structure shall be considered the front portion of the lot.
- (4) Side and rear yard setbacks shall be a minimum distance of ten (10) feet from the property line.
  - (i) The setback lines for an accessory structure that is less than 300 square feet in area and an underground swimming pool may be reduced to a minimum distance of five (5) feet from the side or rear property line. If, at the time of permitting, an easement exists within the setback lines, a release of easement letter shall be obtained from the applicable utility providers and any other easement holder and turned in with the permit application.
  - (ii) If, at the time of permitting, an easement exists within the setback lines, a release of easement letter shall be obtained from the applicable utility providers and any other easement holder and turned in with the permit application.
  - (iii) This reduction in setback shall only apply to one (1) accessory structure on the property.
- (5) If there is a discrepancy in determining these setbacks or its application, the Department of Development Director shall make a determination. Any appeal to the Director's decision may be forwarded to the Ellis County Commissioners' Court.
- (6) Utility easements shall be provided as needed to accommodate the current or future infrastructure of utility companies. When utility easements are required, they shall be as follows:
  - (i) Easements parallel to the streets – A minimum width of twenty (20) feet from the current county dedicated or prescriptive right-of-way, and;
  - (ii) Side and rear yard – A minimum width of ten (10) feet along each lot for a minimum total of twenty (20) feet.



- (iii) The developer is required to speak to all utility providers in the area to locate their easements, current or future, before the submittal of a plat or project.
- (7) The drainage easements may occupy the same space and area as the utility easement and be combined to be a drainage/utility easement, unless otherwise indicated by the County Engineer or utility provider.
  - (i) All easements shall be left unobstructed so that equipment can be used to clean and maintain them when necessary.
    - (a) The property owner shall be responsible for any damage to structures left within any easement.
  - (ii) Ellis County shall not be responsible for maintenance of drainage facilities or lot drainage located on private property.

**D. RIGHT-OF-WAY**

**(1) Dedication**

- (i) When lots of a proposed subdivision front on a County or public road, other than a Federal or State road (less than sixty (60) feet right-of-way), the developer shall dedicate for future public use, at least thirty (30) feet on their portion from the center line of such road to allow for improvements to the public road.
- (ii) Any plat submitted for review to the Department of Development shall require dedication of at minimum one-half of the total right-of-way necessary for any public County or State road or any road indicated on the most-recently approved Master Thoroughfare Plan at the time the application is made, up to sixty-five (65) feet or half of the largest road classification in the Master Thoroughfare Plan not classified as a freeway. Any additional dedication beyond this maximum may be considered a taking and subject to purchase by the requesting entity.

**(2) Abandonment & Closing**

- (i) The Commissioners' Court may abandon or close any portion of a publicly dedicated right-of-way in accordance to Chapter 251 of the Texas Transportation Code.
- (ii) The applicant shall submit all the proper forms and documents as indicated on the application or as directed by the Department of Development Director for consideration by the Commissioners' Court.
- (iii) If approved by the Commissioners' Court, that right-of-way shall be no longer be maintained by the County.



**(3) Reinstatement**

- (i) If an applicant is seeking to make a private street or alley improvement public, the submittal of an application is required.
  - (ii) Before consideration and official acceptance, the road on the private street or alley improvement shall be brought up to the current County street standards or other equivalent based on testing and authorization from the County Engineer.
  - (iii) The applicant shall submit all the proper forms and documents as indicated on the application or as directed by the Department of Development Director for consideration by the Commissioners' Court.
  - (iv) If approved by the Commissioners' Court, that private street or alley improvement shall be considered public and maintained by the County. This new improvement may also be added to the latest official maintained County road list.
  - (v) If a private street or alley improvement is already maintained by the County but has never been officially dedicated through a plat or other instrument (i.e. prescriptive), a final plat of the right-of-way shall be prepared for consideration by the Commissioners' Court.
- (4) Any new or replacement fence shall be placed outside the county right-of-way and in no case closer than thirty (30) feet from the center of the road. No fence permit is required.
- (i) For property adjacent to roads identified on the Master Thoroughfare Plan, it is suggested that any fence be placed one-half of the road classification, measured from the center of the road.
- (5) For residential development directly adjacent to County or State right-of-way, the Developer shall be responsible for adequate setback and/or sound abatement measures to mitigate traffic noise.

**E. STREETS AND CONNECTIVITY**

- (1) The design and construction of new streets or the extension of existing streets shall be done to facilitate both present and future traffic flow and to provide for adequate storm water drainage.
  - (i) In all cases, the design engineer shall be cognizant of local drainage and shall plan local streets such that the new street does not create a localized problem for existing development.
- (2) The developer shall provide adequate streets.



- (i) The street arrangement, character, extent, width, grade, and location of each shall conform to these regulations, and shall relate to existing and planned streets, to topographical conditions, public safety and convenience, and aesthetic relationship to the proposed uses of land to be served by such streets.
  - (ii) The street layout shall be devised for the most advantageous development and accessibility for emergency equipment.
  - (iii) To promote connectivity and traffic safety, streets shall connect align with other existing streets, as needed.
  - (iv) Development shall be allowed along all public roads officially accepted and maintained by Ellis County and shall occur according to the latest applicable standards in effect at the time of platting or permitting.
  - (v) If the private roads are built to public road standards and inspected by the county, the property may develop as if it were a public road and meet all the requirements set forth in these regulations and as stated in the preceding paragraph.
  - (vi) Any Owner that gates the entrances to the subdivision shall provide either a crash gate or a lock box to the Fire Marshal's Office.
- (3) Traffic impact studies may be required to be performed by the developer for any development proposal expected to generate traffic volumes greater than one hundred (100) vehicle-trips per day and that will significantly impact the capacity and or safety of the street/road system.
- (i) Traffic impact studies shall be required at the discretion of the Department of Development Director and/or the County Engineer.
- (4) All streets shall meet the following requirements:
- (i) Shall be concrete with a minimum thickness of six (6) inches, and constructed in compliance with the specifications as shown in Section IV (A); and,
    - (1) The Engineering Report shall include a description of the roadways within the Community, and include information on the roadway cross section, pavement width and thickness, base thickness, sub grade treatment, material specifications and other information as required in these Regulations. Plans and specifications for these improvements shall also be submitted to the Department of Development for approval prior to construction.



- (ii) Intersect at an angle of ninety (90) degrees. Where this is not practical, the intersection on the side of the acute angle shall be cut back a minimum of twenty-five (25) feet; and,
  - (iii) Flared entrances to subdivisions set to the specifications of the County Engineer shall be provided to accommodate access by large trucks; and,
  - (iv) Provide a minimum spacing of 1,000 feet.
  - (v) Street jogs with centerlines offsets of less than one hundred fifty (15) feet shall be prohibited.
- (5) Lots or tracts of land with direct driveway access to any roads indicated on the Master Thoroughfare Plan shall not be allowed without meeting one of the following alternatives:
- (i) Provide access via a parallel slip street; or,
  - (ii) Shared access drive and share access easements between multiple lots to be shown on plat or filed instrument and built on site; or,
  - (iii) Any other alternative that satisfies the Department of Development Director and/or County Engineer.
- (6) Dead-end streets shall not be approved unless such streets provide to connectivity to future streets on adjacent property. The system of streets designated for the subdivision shall connect with streets already dedicated in adjacent subdivisions.
- (i) Where no adjacent connections are proposed, paved streets shall continue to the boundaries of the property, so that other developments may connect in the future.
  - (ii) Where adjoining areas are not subdivided, the arrangement of streets in the subdivision will make provisions for the future projection of streets into such unplatted areas.
  - (iii) Upon development of such unplatted areas, the new development shall match the street projections to form a continuous street. In no case shall the right-of-way be less than the minimum requirements listed herein.
- (7) Temporary turnarounds shall be provided on dead-end expansion streets while future connectivity is made and be built and designed with a material approved by the County Engineer.



- (i) Such turnaround shall be eliminated with the future street connection.
  - (ii) No lot shall front on a dead-end expansion street.
  - (iii) All turnarounds shall meet the same requirements as cul-de-sacs outlined below.
- (8) Cul-de-sacs shall provide proper access to all lots and only at the closed end of streets and shall not be allowed at intersections or curves. All cul-de-sacs shall meet the following requirements listed below:
- (i) Provide a turnaround right-of-way of not less than a sixty (60) foot radius; and,
  - (ii) Have an outside edge of pavement radius of a least forty (40) feet; and,
  - (iii) Shall not exceed one thousand (1,000) feet in length, measured from the intersection of the closest street to the center of the cul-de-sac.
- (9) The County shall not accept any dedication or provide any upkeep or maintenance of any private decorative and/or landscaped entrance(s), squares, islands, or other obstructions to traffic located within the dedicated right-of-way. If these entrances become damaged, unsightly, or a hazard to traffic, at the option of the precinct commissioner, they may be removed with the County suffering no liability for this removal.
- (10) All lots in a subdivision must have an all-weather driveway capable of providing a place to park all vehicles normally at the site. Parking on a county, state or federal road is prohibited.
- (11) Ellis County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas, and open spaces.

**F. FIRE HYDRANTS**

- (1) Fire hydrants are required for any development that connects onto a waterline with a minimum size of six (6) inches and provides adequate flow and pressure according to the National Fire Protection Association (NFPA) and the Insurance Service Office (ISO).
- (i) An exemption to this regulation may be granted by the Fire Marshal if the water supply company prepares a signed letter on a letterhead stating they do not have the minimum water line size and if the request is for no more than four (4) single family homes. This exemption does not extend to commercial, industrial or other nonresidential uses.



- (ii) Multiple requests made within the same geographic area within a period not less than ten (10) years shall be seen as circumventing the regulations and not be accepted, unless an upgraded waterline is provided.
- (2) All fire hydrants shall face county road and be accessible to local fire-fighting vehicles, or as indicated by the Fire Marshal.
- (3) In accordance with Insurance Service Office (ISO) and International Fire Service Training Association (IFSTA) Standards, fire hydrants shall be placed as follows and meet the following requirements:
  - i) One (1) hydrant shall be located at each street intersection with intermediate hydrants with spacing not exceeding four hundred fifty (450) feet between hydrants.
  - (ii) Fire hydrant locators shall consist of four (4) inch by four (4) inch (4"x4") blue reflector traffic buttons properly placed to comply with local fire protection agent and Ellis County Department of Development and installed at each fire hydrant at center line on all adjacent streets.
  - (iii) Fire hydrants shall be colored as indicated by the Fire Marshal.
- (4) Fire hydrants shall be as specified by the water company providing service to the development area or the Fire Marshal's Office, whichever is stricter.
- (5) Operation nuts, hose nozzles, and pumper nozzle shall be compatible for use by all local fire-fighting agencies.

**G. MAILBOXES**

- (1) All new mailboxes may be allowed in the right-of-way as long as it shall meet the policy guidelines set forth by the United States Postal Service (USPS).
- (2) In the event Ellis County commences construction or maintenance within its right-of-way, all mailboxes located within the right-of-way shall be removed from the right-of-way at the expense of the property owner for individual mailboxes or a homeowners' association for cluster mailboxes.
  - (i) In the absence of a homeowners' association, the collective group of people who have mail slots in a clustered mailbox shall bear the expense.
- (3) Ellis County assumes no liability for any mailbox located in the County right-of-way or on private property.



**SECTION V**  
**ENGINEERING AND CONSTRUCTION STANDARDS**

**A. STREET CLASSIFICATION**

Below is the summary of the minimum standards for Ellis County roads.

**TABLE VIII -A**

Functional Classification (Average Daily Trips <sup>1</sup> )	Local (0 – 250)	Collector or Secondary Thoroughfare (250 – 1,000)	Primary Thoroughfare (1,000 – 3,000)	Regional Arterial <sup>2</sup> (3,000 – 5,000)
Design Speed	20 MPH	30 MPH	35 MPH	45 MPH
Number of Lanes	2	2	2	2-4
Minimum Row Width (or half of the Thoroughfare Plan designation, whichever is greater)	60 feet	80 feet	100 feet	130 feet
Minimum Pavement Width (Traveled Way)	22 - 24 feet <sup>3</sup>	28 feet	30 feet <sup>4</sup>	36 feet
Minimum Width of Shoulders	3 feet	3 feet	4 feet	5 feet
Minimum Centerline Radius	100 feet	150 feet	300 feet	675 feet
Minimum Radius for Edge of Pavement at Intersections	15 feet	25 feet	25 feet	25 feet
Maximum Grade <sup>5</sup>	12%	10%	10%	9%
Minimum Stopping Sight Distance	50 feet	150 feet	250 feet	350 feet
Minimum Intersection Sight Distance	200 feet	200 feet	300 feet	450 feet
Steepest Ditch Fore Slope Grade <sup>6</sup>	3:1	3:1	4:1	4:1

**Notes:**

1. Lots that are restricted to one single-family residence by plat note shall be presumed to generate ten (10) one-way trips per day.
2. All elements, including geometric layout and cross-section, for major arterials (more than 5,000 trips) shall be approved by the Department of Development Director.
3. A width of 31 feet is required if curbed.
4. If residences do not front on street, a 26-foot pavement w/shoulders is sufficient.
5. Occasional short runs between intersections may exceed the amounts shown, but maximum grades through intersections may not exceed the amounts shown.



6. The entire side ditch shall be totally contained within the ROW or dedicated drainage easement. Metal beam guard fencing normally will not be required. However, it is the responsibility of the Developer and his design engineer to (a) provide embankment heights and side slopes which would preclude the need for such traffic barriers; or (b) to determine the need for such structures in the interest of public safety.

**B. ENGINEERING PLANS**

- (1) Final engineering drawings and specifications for all public facilities (i.e. streets and related improvements, bridges, storm drainage, etc.) to be installed shall be submitted for review prior to the commencement of any project. The items required for these plans shall be as outlined on the checklist generated by the County Engineer.
- (i) Each application submittal shall allow for up to three (3) resubmittal reviews for a total of four (4) reviews.
  - (ii) Upon the exhaustion of these reviews, the application shall be deemed denied and a new application and fees shall be submitted.
  - (iii) A list showing all requested changes by staff shall be submitted with each submittal showing how each comment was address or changed.
- (2) Plan and profile sheets shall be included for each proposed street in the subdivision.
- (i) These plan and profile sheets shall show the right-of-way of the street and a portion of the right-of-way of all intersecting streets in the plan portion.
  - (ii) The plan portion shall show existing ground at left and right, right-of-way, and proposed center line or elevations, drainage ditch elevations, culverts and sizings, and other drainage structures.
- (3) Any approved engineering plans or related documents shall be effective for one (1) year from the date of approval.
- (i) If construction has not started within one (1) year, the engineering plans shall expire, and a new set is required.
  - (ii) The new set of plans and documents shall adhere to any new regulations in effect at the time of submittal.

**C. CULVERTS**

- (1) A driveway culvert application is required for each lot. If a second drive is desired, the property owner shall comply with the driveway spacing requirement (if applicable), and a permit shall be obtained for each drive. Culvert size shall be determined by the engineer that designed the drainage for the proposed subdivision, however, shall meet the minimum requirements of the County.



- (i) Culvert size shall be determined by the engineer that designed the drainage for the proposed subdivision, however, shall meet the minimum requirements of the County.
  - (ii) The precinct commissioner shall determine the exact sizing if it is within an existing subdivision.
  - (iii) Property owners are responsible for ensuring the culverts are installed according to County regulations. Culverts shall be maintained by the homeowners and not the County.
- (2) The developer shall install all drainage culverts as designated on the approved construction and drainage plans
- (3) Driveway culverts are required to meet the following minimum standards:
  - (i) Shall be constructed of corrugated metal or reinforced concrete
    - (a) However, concrete culverts, including concrete box culverts, may be allowed in locations that require a culvert that is larger than is practicable for a corrugated metal culvert; and,
  - (ii) Minimum eighteen (18) inches in diameter per culvert, unless otherwise stated by the precinct commissioner; and,
  - (iii) Culverts shall be placed at the edge of the existing road, unless otherwise indicated by the County Engineer and/or precinct commissioner.
  - (iv) The driveway above the culvert shall be constructed such that the driveway is sufficiently below the outside edge of the main road so that the storm water which exceeds the capacity of the culvert can pass over the culvert without entering the roadway and driveway entrance; and,
  - (v) Culvert safety end treatments are highly recommended.
- (4) Temporary culvert piping shall be in place before the commencement of any construction or development activity on the property to prevent any drainage issues. The temporary culvert piping shall be inspected before the construction begins.
- (5) Culvert plans may be required to be signed and sealed by a professional engineer, if unusual conditions exist, as determined by the County Engineer or precinct commissioner.



- (i) The Engineering Report shall include information on the Development and roadway drainage, culverts, conveyances, outfalls, and other information as required to properly convey storm water within and away from the Development. Plans and specifications for these improvements shall also be submitted to the Department of Development for approval prior to construction.
  - (ii) A new subdivision, which ties into an existing county road, must not cause drainage problems to the existing county road.
- (6) A final inspection made by the Department of Development and/or County Engineer will follow installation to ensure proper type, size, and installation per the drainage plan prepared for the subdivision.

**D. DRAINAGE AND TOPOGRAPHY**

- (1) A drainage study may be required upon request by the Department of Development Director or County Engineer on a case-by-case basis to determine the any drainage or topography issues. Such study shall be required showing the following:
  - (i) Physical features of the property including water courses; and,
  - (ii) The most-recent FEMA Floodplain boundaries (and source of information); and,
  - (iii) The highest flood control easement recorded by the Ellis Prairie Soil and Water Conservation District; and,
  - (iv) Ravines, bridges, culverts, present structures, and other features of importance to lot and street layout; and,
  - (v) Contours of two (2) foot intervals based on the latest North Central Texas Council of Governments (NCTCOG) information, or similar; and,
  - (vi) Any other requirements set forth by the County Engineer; and,
  - (vii) Prepared and stamped by a licensed professional engineer.
- (2) Where development may create a drainage problem within the subdivision, provisions shall be made for drainage easements to allow for proper control of drainage, and for future maintenance within the easement.
- (3) If construction of any project causes drainage impacts to adjacent areas, provisions shall be made for appropriate mitigation actions outside the boundaries of the proposed project. Detention or retention ponds may be required to help control excessive runoff.



- (4) The size and location of all drainage structures, storm sewers, curb inlets, etc., and direction of flow of all storm water. The drainage area map shall show limits of all on-site and off-site water draining to the project. The drainage calculations defining drainage areas, runoff factors, storm intensity, time of concentration, and quantity of runoff shall be provided.
- (5) The 100-year floodplain and floodway design calculations shall be made assuming ultimate (fully developed) watershed conditions. The contributing drainage area will consider existing developments and will assume for undeveloped areas the equivalent runoff for single-family residential on lots of one (1) acre or more
- (6) The following flood notes shall be placed on the plat, when appropriate:
  - (i) Blocking the flow of water or constructing improvements in the drainage easements, and filling or obstruction of the floodway is prohibited.
  - (ii) The existing creeks or drainage channels traversing along or across this addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
  - (iii) Ellis County shall not be responsible for the maintenance and operations of said drainage ways or for the control of erosion.
  - (iv) Ellis County shall not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flood conditions.
- (7) A developer and/or a developer's engineer shall not place a statement on the final plat limiting or denying any liability they may have for flooding or drainage problems.
- (8) Lots located in depressions and in or adjacent to the 100-year floodplain, or other critical elevations established by a flood control easement, shall show on each lot the minimum recommended finished floor elevations, based on engineer's design, which shall be not less than one (1) foot above the 100-year floodplain elevation, or the more critical elevation. Ellis County will not be responsible for any flooding or flood conditions that occur in these areas.
- (9) The Department of Development reserves the right to require an Elevation Certificate (FEMA Form 81-3 JUL) or current addition) on any or all lots in a subdivision if it deems necessary to require.



- (10) Structures built on lots which are lower than the road or roads on which it fronts and/or abuts shall be built at a finished floor elevation above the proposed grade of the yard adjacent to the slab on the uphill side of the property, and/or a shallow dip section (swale) shall be built in the yard to prevent storm drainage water from ponding and damaging houses on properties that are lower than the road.
- (i) Careful attention shall be paid to the drainage design for the subdivision in order to alleviate potential localized flooding on individual lots.
  - (ii) The developer is responsible for notifying prospective buyers of the above requirements. Ellis County shall not be responsible for any flooding or flood conditions that occur in these areas.

#### **E. UTILITIES**

- (1) All utility lines, except those crossing a road, shall be installed in utility easements outside of any current right-of-way, dedicated or prescriptive, and outside of any current or future right-of-way of thoroughfares as shown in the latest approved Master Thoroughfare Plan.
- (2) It is the responsibility of the developer and/or utility provider to properly install and/or relocate existing utilities to comply with county or state setback and/or right-of-way.
- (3) All utility lines crossing any road shall be installed to at least the minimum requirements shown below along with other conditions set forth by the utility company and/or as required by statute.
  - (i) Utility lines crossing a road shall be installed a minimum of twenty-four (24) inches below the ditch line or a minimum of thirty-six (36) inches below the crown line of the road, whichever is greater.
  - (ii) All lines carrying liquid products shall be encased in steel or schedule 40 PVC for a minimum depth of thirty-six (36) inches below the crown line of the road from ditch line to ditch line.
- (4) After roads and streets have been accepted for maintenance by the County, no construction shall be performed or excavations made within the right-of-way without:
  - (i) Giving the County thirty (30) day notice of such work; and,
  - (ii) Agreeing to pay cost of warning signs and other necessary barriers in accordance with the latest Texas Manual on Uniform Traffic Control Devices; and,
  - (iii) Providing letters of credit or bond in an amount necessary to restore roadways to its condition before work being done; and,



- (iv) Providing a letter to the County assuming full liability for any accident that might occur resulting from such construction or opening of the roadway; and,
- (v) Emergency repairs may be made without advance notice. However, the utility company shall provide adequate safety protection and will assume full liability for accidents that occur while making emergency repairs.

#### **F. CONSTRUCTION**

- (1) All installations and work shall be reviewed by the Department of Development, County Engineer, and/or the appropriate city if located in an extraterritorial jurisdiction (ETJ).
- (2) All work shall be constructed and finished in accordance with the approved engineering plans as reviewed by the Department of Development and/or County Engineer.
- (3) Any changes made during construction shall require stopping until the design engineer gets approval from the Department of Development or County Engineer.
- (4) All development construction shall conform to the requirements of the National Flood Insurance Program as administered by Ellis County.
- (5) No construction on any lot, or movement of manufactured homes onto a site, may begin until the final plat is filed and the subdivision is accepted by the County Commissioners' Court, and floodplain permit, on-site sewage facility Authorization to Construct (ATC) permit with an accompanying preliminary site plan, and culvert sizing has been issued to the property owner
- (6) During any construction phase, a metal dumpster or wooden box shall be placed on the property for debris and proper disposal of construction material.

#### **G. TESTING**

- (1) All testing required by these regulations to determine conformance to specifications shall be performed by a professional engineer or a testing laboratory approved by the Department of Development.
  - (i) The owner/developer of the proposed project shall bear the cost of all testing.
  - (ii) All street payment shall be cored to verify pavement thickness.
  - (iii) Cores for depth only shall be two (2) inch diameter and shall be taken at intermediate intervals not exceeding three hundred (300) feet.
- (2) The following tests shall be required:



- (i) A subsurface investigation to evaluate subgrade characteristics, stabilization requirements and pavement section thickness shall be completed; and,
  - (ii) Pavement materials and mix designs shall be analyzed and evaluated for their suitability for pavement usage; and,
  - (iii) Materials, engineering testing, and inspection services shall conform to the TxDOT laboratories recommended scope of services.
- (3) A concrete mix design shall be submitted and approved by the County prior to any placement of concrete.
  - (4) Inspector shall be notified of concrete placement at least twenty-four (24) hours in advance for steel and form inspection.
  - (5) A minimum of four (4) test cylinders shall be obtained per one hundred (100) cubic yards of concrete.
  - (6) Tests shall also include slump, air contents, and temperature of concrete mixture. Each mix design of concrete placed each day shall also be tested.
  - (7) Concrete strength shall be tested at least seven (7) days (two cylinders) and twenty-eight (28) days (two cylinders).
  - (8) Additional cylinders and/or tests may be requested at the Inspector or County Engineer's discretion.

#### **H. INSPECTIONS**

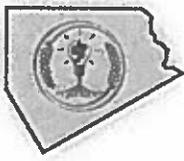
- (1) Ellis County shall perform the amount of inspections and testing necessary to ensure compliance with these and other applicable regulations.
- (2) Inspection, approval, and acceptance by the Commissioners' Court do not relieve the developer of his responsibility to inspect, test, and construct the work in complete compliance with the and other applicable regulations.
- (3) The Department of Development/County Engineer may stop any or all construction as the inspector deems necessary to resolve construction deficiencies and/or discrepancies from the accepted plat or construction plans.



- (4) Inspection, approval, and acceptance by the Commissioners' Court shall not constitute a waiver of rights and includes the right to collect for additional work that is determined to be required to comply with these rules and regulations and/or for work unintentionally not completed.

#### I. EROSION CONTROL

- (1) Seed/sod shall be furnished to establish groundcover over all disturbed areas as an erosion control measure. The Contractor shall not wait until the entire project before doing this work. The project shall not be considered for acceptance by the County unless the establishment of 80% groundcover is ensured. Grass sods is required for placement of groundcover within the County right-of-way.
- (2) During any and all construction of infrastructure, the developer shall follow proper procedures and guidelines on erosion control set forth by the Texas Commission on Environmental Quality (TCEQ) and/or the Department of Development throughout the construction phase of the project until the final inspection is complete.
- (3) Inside the extraterritorial jurisdiction of incorporated municipalities and within districts with special stormwater quality control requirements, the development shall conform to the applicable standards of such municipalities or districts of the County standards, whichever are more stringent.
- (4) In any case, minimum requirements for temporary and permanent erosion control design for right-of-way and drainage requirements are as follows:
  - (i) The temporary control plan during construction shall be sufficient to prevent sedimentation of drainageways, drainage structures, and floodplain areas that could result in a reduced flow capacity, excessive streambank erosion, erosion around structures, or damage of adjoining property.
  - (ii) The permanent erosion control plan design shall be sufficient to:
    - (a) Permanently stabilize all disturbed areas with permanent vegetation, including slopes and embankments.
    - (b) Prevent erosion from exit velocities at outlets of culverts, bridges, storm sewers, and channels through dissipaters, rip-rap, level spreaders, linings, gabions, etc.
    - (c) Prevent gullyng and scouring of roadside ditches and open channels from excessive tractive force (shear stress) through vegetation, linings, retention blankets, retards, drop structures, etc., both during and after the vegetation re-establishment period.



- (d) Protect the integrity of all structural improvements and prevent excessive continuing sedimentation from unstable right-of-way areas into drainage structures, channels, and bar ditches.

**J. STREET SIGNS AND TRAFFIC CONTROL DEVICES**

- (1) Prior to the acceptance of the streets by the County, all street signs and traffic control devices shall conform to the fundamental use and design requirements outlined in the 2009 edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- (2) The developer shall pay for the costs of purchasing and installing street posts and signs at each street intersection and as necessary to provide sufficient wayfinding.
  - (i) Street signs shall be comprised of nine (9) inch tall blades of six (6) inch high letters.
  - (ii) Posts and bases shall be perforated square metal tubing.
  - (iii) All new signs or traffic control devices shall be of a uniform color selected by the precinct commissioners and shall have a distinctive number to represent the precinct number.
  - (iv) Enhanced or upgraded signs or other traffic control devices above the required minimum shall be considered private decorative signs and be maintained by the homeowners' association or other private entity. The County does not bear responsibility or liability for these decorative signs. Any replacement by County shall be to the required minimum.
  - (v) All hazardous locations shall be marked by reflecting yellow object markers that conform to TxDOT, Item 658.
  - (vi) All subdivision streets and drainage structures shall be marked and protected in accordance with the provisions of the Manual on Uniform Traffic Control Devices.
- (3) Streets names shall be approved through the Department of Development and 911 Addressing prior to the submission of a plat application. Submitted names shall be reviewed to ensure there is no conflict with the name or similar name, in spelling or sound, of another public road or street within the unincorporated part of the county or nearest city.
- (4) Each street sign and shall be in place before final inspection of the subdivision and prior to acceptance of the subdivision by the Commissioners' Court.



- (5) If a proposed subdivision borders on a TX-DOT road, the developer shall bring a letter to the Department of Development from TX-DOT stating tie-in plans and drainage plans that affect the state road.
- (6) The installation of speed limit and weight limit signs is the responsibility of the developer and shall be placed at the entrance of each subdivision, neighborhood, or residential area as determined by the precinct commissioner or County Engineer.
- (7) The person authorizing the installation of a driveway or street connects to any public road is responsible for ensuring that the transition contains no gap, space, or mismatch of the two surfaces.
  - (i) Also, the transition shall not go past the edge of the existing road pavement and the transition will be repaired with asphalt unless the two surfaces being connected are concrete and then concrete will be used. No curbing allowed.

#### **K. COMPLETION OF REQUIRED INFRASTRUCTURE**

After completion and acceptance by the County, all streets, roads, signs, underground utilities, drainage ditches, erosion control measures, and drainage structures, shall be maintained by the developer for two (2) years and have an approved maintenance bond (See Section VII for more information).

#### **L. TRAFFIC IMPACT STUDY.**

For manufactured/mobile home communities or recreational vehicle parks with at least of 100 spaces or greater or a single-family subdivision with more than 50 lots, or any other nonresidential use that staff may consider to generate a substantial increase in traffic, at the request of the Department of Development Director or County Engineer, be required to include a Traffic Impact Study to assess the effects of additional traffic on the existing and proposed transportation system.

#### **M. PRIVATE OR GATED SUBDIVISIONS**

- (1) A private or gated subdivision (security gates or guard station) shall be considered privately-owned. The homeowners' association or other similar financing mechanism shall maintain them.
- (2) Adequate provisions shall be made and approved for entrance for emergency vehicles.
- (3) The County shall not pay or be responsible for any portion of the cost, construction to maintenance of a private street, or for any utilities or related facilities located in private streets.
- (4) All private streets shall be designated as "private access streets" on plats before acceptance by the County. The term "private streets" shall be inclusive of alleys, if provided.



- (5) Any private streets shall be designed and built to the same engineering standards and plans required for public streets and utilities. (see Section IV (A) for more information).
- (6) All required utilities, drainage facilities and signs placed along private streets shall be installed in accordance with County standards.
- (7) Entrances to private streets shall be marked with a sign (meeting requirements of Subsection J) stating it is a private street and the County does not maintain the street or related improvements.
- (8) The subdivision developer, homeowners' association or similar, or property owners shall provide the Fire Marshall with a Knox padlock or Knox box with a key to access the site to be used only in case of an emergency.
- (9) Current access codes shall always be provided to the Department of Development to enter these communities to be used only for the purposes of issuing permits, providing inspections, and investigating complaints.
- (10) The streets and alleys are private streets and alleys dedicated to Ellis County as access, utility and drainage easements. The County has no responsibility or liability to make any repairs to such streets and alleys as long as they are private streets and alleys.



**SECTION VI**  
**WATER AND WASTEWATER STANDARDS**

**A. LOTS SERVICED BY WATER WELLS**

- (1) In subdivisions with five (5) or more lots, one (1) water well may be maintained and kept operational either by a subdivision homeowners' association or by the appropriate deed restriction with a four thousand (4,000) gallon or larger storage tank furnished beside the well.
- (2) The tank shall be fitted with connections approved by the County Fire Marshal.
- (3) County fire personnel shall have access to the well and tank for firefighting purposes.
- (4) Whenever a developer creates lots without a public water system or without supplying water from an approved source to each lot, the developer or his agents shall notify every purchaser, in writing and an Affidavit to the Public with the following:
  - (i) There is no approved water supply furnished to this (ese) lot (s); and,
  - (ii) The purchase of property on a private water supply shall be at the purchaser's own risk and expense; and,
  - (iii) Ellis County bears no responsibility for the availability or lack of availability or the quality of water supplies which are to be developed privately on an individual lot basis.
- (5) The restrictive covenants covering lots served by individually-owned water wells shall include provisions covering the sanitary control easement circling the water well as to:
  - (i) The size of the easement; and,
  - (ii) Prohibited facilities and activities therein that real or potential pollution hazards to the quality of the water.
- (6) Lots in Ellis County requiring an individual water well and an on-site sewage disposal system shall be of the size outlined in Section IV (B) (6) and follow the requirements outlined in Chapter 232.0032 of the Texas Local Government Code.

**B. PUBLIC WATER SYSTEMS**

- (1) Public water systems, including fire hydrants, shall conform to American Water Works Association (AWWA) specifications as to design, materials, construction, and testing and comply with the rules and regulations of TCEQ.



- (2) For all lots proposed to be supplied with water from a public water supply system, the developer shall furnish the Commissioners' Court evidence that the system has received the required approvals from the appropriate State regulatory agencies and that the minimum production of the system shall at least equal the requirements of the regulatory agency for the number of residences projected.
- (3) If a public water supply is to be installed, wells must be tested a minimum of thirty-six (36) hours, pumping at the desired gallons per minute rate, to be used for production standards by the State Board of Health. Ellis County shall have the right to inspect all phases of public water wells during development.

### **C. SEWAGE AND WASTE DISPOSAL**

- (1) Every parcel of land to have a home site or commercial activity shall have an adequate system for sewage and wastewater disposal upon occupancy by either:
  - (i) Connection to an approved community sewage disposal system; or,
  - (ii) Construction of a properly designed and operational individual on-site sewage facility meeting the latest-approved Ellis County Septic Order.
- (2) On-site sewage facilities can be sources of pollution to ground water, soil surface, and the environment if not properly sized, constructed, and maintained.
  - (i) A permit for the construction and location on a lot is required in the interest of public health and welfare and meets the latest-approved Ellis County Septic Order.
  - (ii) Connection to a community sewage disposal facility and system is preferred, where possible.
- (3) Public sewage systems shall conform to the rules and regulation of TCEQ and Ellis County as to design, material, and construction.
  - (i) The developer shall present proof of TCEQ acceptance, and that of any other State or County agency controlling sewage disposal systems.
- (4) If a public sewage system is to be installed, the plans for the location of such systems must be approved by the County and thereafter by the appropriate State regulatory agency prior to approval of the final plat by the County.
- (5) If the connection is to be made to an existing public sanitary sewage system, evidence shall be presented that such system has previously received such approval and has sufficient capacity to handle the additional demand.



- (6) If an individual on-site sewage facility is to be utilized, the developer shall prominently annotate the preliminary and approved final plat or other filing instrument as directed by the Department of Development Director that homeowners are to be responsible for the construction of an approved on-site sewage facility.
- (7) Details for the design and construction of an onsite sewage facility are found in the most current edition of the Ellis County Septic Order.

**D. CERTIFICATION THAT ADEQUATE GROUNDWATER IS AVAILABLE FOR THE SUBDIVISION.**

If groundwater is the source of water supply for the subdivision, the Commissioners Court requires a statement attached to the Plat application, prepared and sealed by a licensed professional engineer registered to practice in Texas, that certifies that adequate groundwater is available for the subdivision, according to the certification form and content as promulgated by the Texas Commission on Environmental Quality.

**E. WASTEWATER DISPOSAL FACILITIES**

- (1) Centralized Sewerage Facilities
  - (i) If wastewater treatment is provided by a political subdivision of the state (city, municipality, utility district, water control and improvement district, nonprofit water supply corporation or an existing investor-owned water supply corporation, etc.) the Developer shall furnish a signed letter of service availability to provide the state's minimum wastewater treatment standard for the proposed Development from the utility.
  - (ii) Where there is no existing entity or owner to build or maintain the proposed wastewater treatment and collection facilities, the Developer may establish an investor-owned utility or a municipal utility district by obtaining a Certificate of Convenience and Necessity (CCN) from TCEQ.
  - (iii) Prior to IDP approval, an appropriate permit to treat and/or dispose or waste for the ultimate build-out of the Development shall have been obtained from TCEQ and plans and specifications for the proposed wastewater collection and treatment facilities shall have been approved by all entities having jurisdiction over the proposed project, including TCEQ. Evidence of the approvals shall be included in the Engineering Report.
  - (iv) Wastewater disposal service must be extended into the Development to each lot or rental space if the existing wastewater lines are within two hundred (200) feet of the development and there is sufficient wastewater capacity available from the wastewater service provider.



- (v) The plan for sanitary sewage treatment and/or disposal shall be indicated, e.g., municipal sewer service, privately owned sewage disposal system or individual on-site sewage facilities.
  - (vi) A site evaluation must be completed for entire subdivision. The location of each soil analysis and the area that it covers shall be shown on the plat. If it is the owner's intent to allow conventional soil absorption systems, representative soil analysis shall be performed by Registered P.E. or Registered Sanitarian.
  - (vii) The location of each soil analysis and the area that it covers shall be shown on the plat. If surface application systems are proposed, it shall be clearly stated on the plat and a site evaluation shall be completed for entire subdivision.
- (2) Whenever an organized disposal system is developed within 300 feet of a lot with an on-site sewage facility, that facility shall be connected to the organized disposal system. In addition, the development and use of an organized disposal system is encouraged, where practicable, to serve the disposal needs of the citizens of Ellis County.
- (3) On-site Sewage Facilities
- (i) The engineering report shall include soils analysis results as required under the Ellis County Regulations for On-Site Sewage Facilities.



**SECTION VII**  
**PERFORMANCE GUARANTEES**

**A. GENERAL**

- (1) All construction shall be in accordance with approved plans and construction standards set forth herein or as may be adopted by Commissioners' Court.
- (2) A construction bond and maintenance bond are required to ensure all infrastructure is built according to the established regulations and any other required conditions set forth in the plat.

**B. CONSTRUCTION BOND**

- (1) Prior to construction and to ensure roads, streets, signs, underground utilities and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations, the developer shall file a Construction Bond, executed by a surety company authorized to do business in the State of Texas, and made payable to the County Judge of Ellis County, Texas or their successor in office.
- (2) The bond amount shall be equal to one hundred percent (100%) of any and all contracts, agreements, and bids for the construction of roads, streets, street signs, underground utilities, required drainage structures, erosion control, and all other construction.
  - (i) The bond(s), contracts, agreements, and bids shall be presented to the Ellis County Department of Development before the final plat submittal.
- (3) The construction bond shall be in full force and effect until one set of record as-built construction plans of all underground utilities, roads, streets, and required drainage and drainage structures in the subdivision has been filed with the Ellis County Department of Development and approval of release by the Commissioners' Court.
  - (i) The construction bond will be released by a Court Order from the Commissioners' Court after inspection by the Department of Development and/or County Engineer and corrections of deficiencies noted.
- (4) In the event that part of the infrastructure, as constructed by the developer, fail to meet the requirements of these regulations, and the said developer fails or refuses to correct the defects called to their attention in writing by the Ellis County Department of Development, the unfinished improvements may be completed at the cost and expense the developer by exercising the construction bond.
  - (i) In no event is the County obligated to complete the work proposed by a developer and approved by the County or to assume the obligation of the developer otherwise.



**C. MAINTENANCE BOND**

- (1) After completion and approved by the County, all required infrastructure (i.e. streets, roads, signs, underground utilities, drainage ditches, erosion control measures, and drainage structures/channels, etc.) shall be by the developer for two (2) years and have an approved maintenance bond or irrevocable letter of credit.
- (2) The conditions of the maintenance bond shall be that the owner/developer shall guarantee to maintain, to the satisfaction of the Ellis County Department of Development, all required infrastructure which has been constructed to specifications with construction security released by Court Order from Commissioners' Court, in a good state of repair for a period of two (2) years from the date of official release of construction security.
- (3) The two (2) year maintenance bond or irrevocable letter of credit shall be executed by a surety company authorized to do business in the state of Texas, made payable to the County Judge of Ellis County, Texas or their successor in office, and shall be substituted for the construction bond at the time of the release of said construction bond.
- (4) The amount of the maintenance bond for the two (2) years shall be equal to forty percent (40%) of the construction bond as outlined in Section VIII (B) (2).
- (5) Periodic inspection of all required infrastructure for which maintenance security is held, shall be made by the Ellis County Department of Development during the two (2) year period of liability covered by the maintenance bond.
  - (i) In the event any or all of the aforementioned facilities are not being maintained in a good state of repair, the County shall give written notice to the owner/developer of maintenance deficiencies during the two (2) year maintenance period (i.e. *missing signs, drainage problems, street failure, etc.*). The developer shall have fourteen (14) business days after notification to complete the appropriate action.
    - (a) The only exception is missing traffic signs, which shall be replaced within twenty-four (24) hours.
  - (ii) The County may begin inspecting the roads and infrastructure approximately ninety (90) days before the expiration of the bond.
- (6) If maintenance or repairs are required to be made to a road before acceptance of any construction by the Commissioners' Court, the County may elect to accomplish the work and draw the cost against the developer's maintenance bond and has the option to extend it beyond the required two (2) additional years.



- (i) If the bond is not extended or no amount is drawn on the bond, it shall become a privately-maintained road and can only become a County-maintained road if it meets all the County standards and Section IV (D) (3).
- (7) At the end of the two (2) year period, the owner/developer shall request to the County Commissioners' Court for acceptance and maintenance of such infrastructure.
  - (i) The release of any bond shall only be by Order of the Commissioners' Court.
  - (ii) To request a release, the owner shall present a written request to release said bond, including a notarized certificate of completion stating that all bills relating to work covered by the construction bond have been paid.
  - (iii) The request shall contain a statement by the developer of compliance with these regulations.
  - (iv) The Department of Development shall receive the written application for bond release-at least twenty-one (21) days prior to the next regularly scheduled meeting of the Commissioners' Court.

**D. OTHER FINANCIAL SECURITIES**

- (1) An acceptable irrevocable Letter of Credit may be submitted in lieu of bonds to ensure a developer's promise to construct and maintain the roads and drainage of facilities in a subdivision.
  - (i) Irrevocable Letters of Credit in lieu of bonds are required under the same conditions, as Construction and Maintenance Bonds.
- (2) Any security for construction and maintenance other than a bond or an irrevocable letter of credit shall be by written request to the Ellis County Department of Development for approval by the Ellis County District Attorney's Office, and authorization by the Commissioners' Court.
- (3) No graduated bonds shall be accepted.



SECTION VIII  
RELIEF BY COUNTY COMMISSIONERS COURT

**A. AUTHORITY:**

- (1) The Commissioners' Court may authorize relief from these regulations in an open session when it is clearly shown that the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.
  - (i) A notice shall be sent to adjacent property owners (found on the latest appraisal tax rolls) via United States Postal Service (USPS) regular mail within two hundred (200) feet of the subject site/property seeking the relief at least fifteen (15) days in advance of the proposed meeting advertising the proposed relief sought.

**B. SPECIAL CONDITIONS:**

- (1) No relief from these regulations shall be authorized unless the Commissioners' Court finds:
  - (i) 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,
  - (ii) That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and
  - (iii) 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
  - (iv) That the granting of the relief will not have the effect of preventing the orderly development of another land in the area by the provisions of the Order; and,
  - (v) That the situation causing the hardship or difficulty is neither self-imposed or self-created.
- (2) Such findings of the Commissioners' Court together with the specific facts, upon which such findings are based, shall be incorporated into the official minutes of the Commissioners' Court meeting at which such relief is granted.
- (3) Relief may be granted only when in harmony with the general purposes and intent of this Order, and does not alter the nature, character and quality of the subdivision so that the public health, safety, and welfare are secured.
- (4) Financial or economic hardship to the owner/developer shall not be the basis for any relief from these regulations.



- (5) A variance shall not be granted to relieve a self-created or personal hardship, nor shall it be based on economic gain or loss, financial, or economic hardship, nor shall it permit any person a privilege in developing a parcel of land by this Order to other parcels of land.

**C. RELIEF DUE TO SUBDIVISION BY GIFT, DEVISE, OR DESCENT**

- (1) Notwithstanding anything to the contrary in this section, the Commissioners' Court specifically authorizes relief from the frontage requirements herein those cases where the subdivision of land is by gift, devise or descent to family member who is related up to the second degree by affinity (marriage) or the third degree by consanguinity (blood) once a final determination is made by the Department of Development Director that the subdivision of land is by gift, devise or descent to a family member who is related up to the second degree by affinity (marriage) or the third degree by consanguinity (blood) and it is in fact true.
- (2) The relief granted in the subsection shall be automatically granted without the review of the Commissioners' Court upon the final determination by the Department of Development Director that subdivision of land is by gift, devise, or descent to a family member who is related up to the second degree by affinity (marriage) or the third degree by consanguinity (blood).
- (3) If relief is granted due to a subdivision of land concerning a gift, devise or descent to a family member who is related up to the second degree by affinity (marriage) or the third degree by consanguinity (blood), such relief is conditioned on each of the family related land owners not further subdividing each parcel of land through relief under this section for so long as the parcels of property remains in continuous ownership by all of the related land owners.



**SECTION IX**  
**MANUFACTURED / MOBILE HOMES AND RV PARKS**

**A. MANUFACTURED/MOBILE HOME COMMUNITIES AND RECREATIONAL VEHICLE (RV) PARKS.**

- (1) The purpose of this subsection is to achieve orderly development of manufactured/mobile home and RV parks, to promote and develop the use of land to assure the best possible community environment and to protect and promote the health, safety, and general welfare of the residents of Ellis County.
- (2) A property developed as a manufactured/mobile home community or recreational vehicle park with an application submitted after January 1, 2018 shall have an Infrastructure Development Plan (IDP) prepared that complies with minimum infrastructure standards established within this Section.
- (3) Lots in a manufactured/mobile home park shall front on a street with not less than a sixty (60) foot width right-of-way. Access roads to the individual spaces shall be constructed and paved to a minimum width of 24 feet (or the minimum width of a fire lane as stated in the most-recently adopted Fire Code, whichever is stricter) meeting the County's current street requirements (see Section IV (A) for more information).
  - i) An alternative paving surface may be considered for recreational vehicle (RV) parks only if the following items are met:
    - (a) The internal streets within the boundaries of the park are considered private through a plat or business governing document or similar, maintained by a property owners' association or similar in perpetuity, and the document (s) are filed with the Ellis County Clerk.
    - (b) Paving surface shall be limited to either asphalt, crushed concrete, or other material or combination of material approved by the County Engineer.
    - (c) Engineered drawings sealed by a registered professional engineer licensed in the state of Texas showing the alternative paved surface and underlying subgrade material can withstand a minimum weight load of at least 75,000 pounds.
    - (d) Engineered drawings shall be reviewed and approved by both the County Engineer and the Fire Marshal prior to the release of any permits.
- (4) No space may contain more than one (1) residential unit. No common driveways shall be allowed. Each space shall have separate and individual access.



- (5) A survey of the property shall be submitted to the Department of Development prior to the request by the owner or occupier of the lot for any permit and/or utility services.
- (6) The owner shall submit a letter of application, signed by the owner that stipulates the following information:
- (i) The intention of the owner, and;
  - (ii) Name, address, phone number of the owner, and;
  - (iii) Names of water and electricity providers, and;
  - (iv) Name of wastewater provider or type and usage of onsite sewage facilities.
- (7) All structures under this section placed in areas of special flood hazard, as indicated on Ellis County's Flood Insurance Rate Map (FIRM), i.e., land in the floodplain subject to a one percent (1%) or greater chance of flooding in any given year, shall be installed using methods and practices which minimize flood damage in accordance with Ellis County's Certification and Flood Damage Prevention Order, authorized by 44 CFR Section 60.3(d). Such manufactured/mobile homes shall be elevated and anchored to resist flotation, collapse, or lateral movement.
- (i) Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
  - (ii) This requirement is in addition to applicable State anchoring requirements for resisting wind forces (Article 5221f, Texas Manufactured Housing Standards Act, as amended).

**B. INFRASTRUCTURE DEVELOPMENT PLAN (IDP).**

At minimum, the Infrastructure Development Plan (IDP) shall show all items as indicated in the most recent application and checklist for manufactured/mobile homes and RV parks.

**C. INSPECTION OF IMPROVEMENTS.**

- (1) Construction of a proposed manufactured/mobile home community or recreational vehicle park may not begin before the date the Department of Development approves the IDP.
- (2) Periodic inspection of improvements may be required, as directed by the Department of Development, it shall be completed not later than the second business day after the date the County Engineer received a written confirmation from the owner that the construction of the infrastructure is complete.
- (3) If the inspector determines that the infrastructure improvements comply with the IDP, then the Department of Development shall issue a Certificate of Compliance not later than the fifth business day after the date the Department of Development receives



written confirmation from the owner that the infrastructure has been completed and in compliance with the IDP.

**D. UTILITIES.**

- (1) A utility company may not provide services, including water, sewer, gas, and electric services, to a manufactured/mobile home community or recreational vehicle park subject to an IDP or to a residential unit in the community unless the owner provides the utility company with a copy of the Certified of Compliance issued by the Department of Development. This requirement applies to:
  - (i) A municipality, municipally-owned or municipally-operated utility that provides utility services;
  - (ii) A public utility that provides utility services;
  - (iii) A nonprofit water supply or sewer service corporation organized and operating under Chapter 67, Water Code, that provides utility services;
  - (iv) A County that provides utility services; and
  - (v) A special district or authority created by state law that provides utility services.
- (2) Manufactured/Mobile Home Parks served with a public water system, and public sewage disposal system shall have an average density of not more than four lots per acre in size with a minimum frontage of seventy-five (75) feet.

**E. TIMELY APPROVAL OF INFRASTRUCTURE DEVELOPMENT PLANS.**

- (1) The County will withhold all permits for manufactured/mobile home and RV parks until the plan has been approved in the manner prescribed by these regulations.
- (2) Not later than the 60th day after the date the owner of a proposed manufactured/mobile home community or recreational vehicle park submits an infrastructure development plan for approval the Department of Development shall approve or reject the plan in writing.
  - (i) When plans for the manufactured/mobile home park are completed in accordance with these rules, the Department of Development shall submit the plan with his recommendation and comments received from the County Commissioners to the County Commissioners' Court for consideration. The Commissioners' Court may approve the plan as submitted, amend, and approve the plan as amended, or disapprove the plan.



(ii) The plan to be submitted for a manufactured/mobile park shall include the same requirements as outlined by these regulations for plats and development standards and shall include proposed 9-1-1 addresses as provided by the County.

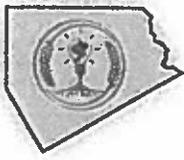
(iii) An owner's certificate in the following form shall be shown on the plan:  
STATE OF TEXAS  
COUNTY OF ELLIS

I hereby certify that this plan is true and correct and if approved by the County Commissioners' Court, all development will be in accordance with this plan, and no alterations will be made in the plan after approval.

---

Owner or Authorized Agent

(3) If the plan is rejected, the written rejection must specify the reasons for the rejection and actions required for approval for the plan. The failure to reject a plan within the period prescribed herein constitutes approval of the plan.



**SECTION X**  
**CONSTRUCTION PROCEDURES AND SPECIFICATIONS**

**A. APPLICABILITY**

- (1) The driving surface of all subdivision streets shall be concrete.
- (2) The materials, design, specifications and procedures shall conform to those of the current TxDOT specifications.
- (3) All new public roads constructed shall be concrete with a minimum 6-inch thick base and shall be a minimum 22 feet wide and follow other guidelines spelled out in Table VIII-A.
- (4) The Director of the Department of Development, or his designee, shall be notified at least twenty-four (24) hours prior to material delivery, laying the base course of a road, or before paving is to be started, to allow the opportunity to visit the site to verify that specifications are being met.

**B. PREPARING AND CLEARING THE RIGHT-OF-WAY:**

- (1) The Developer shall clear the right-of-way in a manner conforming to TxDOT, Item 100.
- (2) All unstable sub base or objectionable material shall be removed and replaced with material acceptable to the County.

**C. ROADWAY EXCAVATION AND EMBANKMENT:**

- (1) Any roadway excavation necessary to attain conformance with proposed road grades and typical cross-sections shall be done in conformity with TxDOT, Item 110.
- (2) In cases where the proposed road grades and cross-sections require the placing of fill material to raise the roadway, such embankment fill shall be constructed in conformity with TxDOT, Item 132.
- (3) Completed side slopes shall not be steeper than 3-to-1. Completed cuts shall have side slopes no steeper than 3-to-1.
- (4) Requirements for slopes in cuts and on fills may be modified if the Developer presents plans designed, signed and sealed by an engineer, substituting adequate retaining walls or demonstrates that cuts are in material of adequate stability.

**D. SUBGRADE AND BASE COURSES:**

- (1) Prior to placing the base course, the roadbed shall be shaped to conform to the sub grade section and shall be tested.



- (2) It shall be firm and to the line and grade called for on the plans and shall be free of holes, ruts and depressions.
- (3) The embankment, sub grade, and base course materials shall be compacted by suitable type rollers in all cases where required to consolidate fill materials or to attain adequate stability of sub grade materials and base courses.
- (4) The County shall require "Density control" method of compaction to attain the 95% compaction of sub grade and base courses. These percentages of compaction shall be required for all road construction. Rolling equipment and construction methods shall conform to TxDOT, Items 210, 211, 212, 213, 214, 215, 216 and 217, inclusive.
- (5) Materials used for the base course shall meet the requirements of the specifications for such materials shown below.
  - (i) Flexible Base. Base materials used for roads or streets shall conform to the requirements of TxDOT, Item 247, for flexible base material, Type A, Grade 2 (crushed stone or broken aggregate, excluding gravel aggregate). Pit run base materials and caliche are not allowed. The physical requirements for these materials are:

Percent Retained on Sq. Sieve	
2-1/2"	0
1-3/4"	0-10
No. 4	45-75
No.40	60-85*

\*The maximum increase in material passing the No. 40 screen shall not exceed 20.

The material passing the No. 40 screen shall be known as soil binder and shall meet the following requirements:

Max. Liquid Limit	40
Max. Plasticity Index	12
Max. Wet Ball Mill	45

Testing of flexible base materials shall be in accordance with the following TxDOT standard laboratory test procedures:

Liquid Limit	Tex-104-E
Plasticity Index	Tex-106-E
Sieve analysis	Tex-110-E
Wet Ball Mill	Tex-116-E



- (6) Before placing any material, the contractor shall furnish the Director of the Department of Development, or his designee, with reports of analyses of the proposed materials made by an approved laboratory. Preliminary approval of a source does not guarantee acceptability or evidence of conformity with these specifications.
- (7) Within 48 hours before placing the base material, the sub grade shall be checked as to conformity with grade and section and shall be tested for density in accordance with the regulations.
- (8) It shall be the responsibility of the Contractor to provide the required amount of specified material in each one hundred (100) foot station. Material deposited upon the sub grade shall be spread and shaped the same day unless otherwise directed by the Director of the Department of Development, or his designee.
- (9) In some locations in Ellis County, cement stabilization may be acceptable with prior agreement from the Department of Development. Cement stabilization shall also comply with TX-DOT standards.
  - (i) In the event inclement weather or other unforeseen circumstances render impractical the spreading of the material during the first 24-hour period, the material shall be scarified and spread as directed by the Director of the Department of Development, or his designee.
  - (ii) The material shall be sprinkled, if directed, and shall then be bladed, dragged and shaped to conform to typical sections as shown on plans.
  - (iii) All areas and "nests" of segregated coarse or fine materials shall be corrected or removed and replaced with well graded material, as directed by the Department of Development, or his designee.
  - (iv) If additional binder is considered desirable or necessary after the material is spread and shaped, it shall be furnished and applied in the amount directed by the Department of Development.
  - (v) Such binder material shall be carefully and evenly incorporated with the material in place by scarifying, harrowing, brooming or by other approved methods.
- (10) The base course may be placed, mixed, blended, and compacted by the Contractor in a single lift. Total base material placed shall not exceed seven (7) inches in thickness. Compacted thickness shall not be less than six (6) inches.



- (11) The course shall be sprinkled as required and compacted to the extent necessary to provide not less than the ninety-five (95) percent density specified. In addition to the requirements specified for density, the full depth of flexible base shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment.
- (12) Construction equipment shall be limited to units not exceeding legal loads. If the base material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements.
- (13) Throughout this entire operation the shape of the base course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical sections shown on the plans and to the established lines and grades.
- (14) In that area on which pavement is to be placed, any deviation in excess of  $\frac{1}{4}$  inch in cross section and in length of sixteen (16) feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and recompacting by sprinkling and rolling.
- (15) All irregularities, depressions or weak spots, which develop, shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and recompacting by sprinkling and rolling.
- (16) Should the base course, due to any reason or cause, lose the required density or finish before the surfacing is complete, it shall be recompacted and refinished at the sole expense of the Contractor.
- (17) Sub base Stabilization.
  - (i) The sub base shall be stabilized using lime treatment. Lime stabilization shall conform to TxDOT, Item 260.
  - (ii) A lime application rate of thirty-six (36) pounds of lime (8 percent by weight) per square yard of six (6) inch compacted thickness is recommended.
  - (iii) The optimum percentage shall be verified by an independent testing laboratory prior to construction. Lime treated sub grade shall be compacted to a minimum of ninety-five (95) of Test Method TEX-121-E, Part II. Roadway density testing will be as outlined in Test Method TEX-115-E.



**E. PAVEMENT WIDENING**

Before any pavement is placed to widen an existing pavement, the existing pavement shall be cut back two (2) feet to assure an adequate sub grade and pavement joint, as per TxDOT Specifications.

**F. CULVERTS AND STRUCTURES:**

- (1) Concrete, wherever mentioned in these regulations, shall be Class A concrete as defined in TxDOT, Item 421 except for machine-laid curb, which shall be Class C concrete.
- (2) Concrete materials, placement methods, placement temperatures, curing, etc., shall be in accordance with TxDOT, Items 420 and 421.
- (3) Pipe culverts shall be of corrugated metal pipe or reinforced concrete pipe and shall conform to TxDOT, Items 460, 461, 462, or 464.
- (4) Manholes and inlets shall conform to TxDOT, Items 465, and Frames, Grates, Rings and Covers shall conform to TxDOT, Item 471.
- (5) When concrete box culverts are constructed, materials and installation shall be in accordance with TxDOT, Item 462.
- (6) Headwalls and wing walls shall conform to TxDOT, Item 466, and Safety End Treatments shall conform to TxDOT, Item 467.
- (7) Where metal or concrete pipe culverts are installed, concrete headwalls or four (4) inches of reinforced concrete riprap shall be built at the inlet and outlet and shall conform to TxDOT Item 466.
- (8) Headwalls, on other than driveways, shall have a slope corresponding to the embankment, but not exceeding a 4-to-1 slope. Minimum pipe culvert size shall be eighteen (18) inches.
- (9) In high embankments, structures need not be carried to toe of slope if wing walls and adequate parapet headwalls are provided with an adequate apron. For outlet velocities exceeding eight (8) feet per second, an energy dissipater must be installed. Designs of wing walls and parapets must be submitted for approval and bear signature and seal of the Director of the Department of Development
- (10) Property owners constructing a private driveway intersecting a public road or street shall contact the Department of Development or the Precinct Commissioner for the proper culvert size. The culvert shall be constructed/installed in the flow line of the ditch.



**G. TESTING AND INSPECTIONS:**

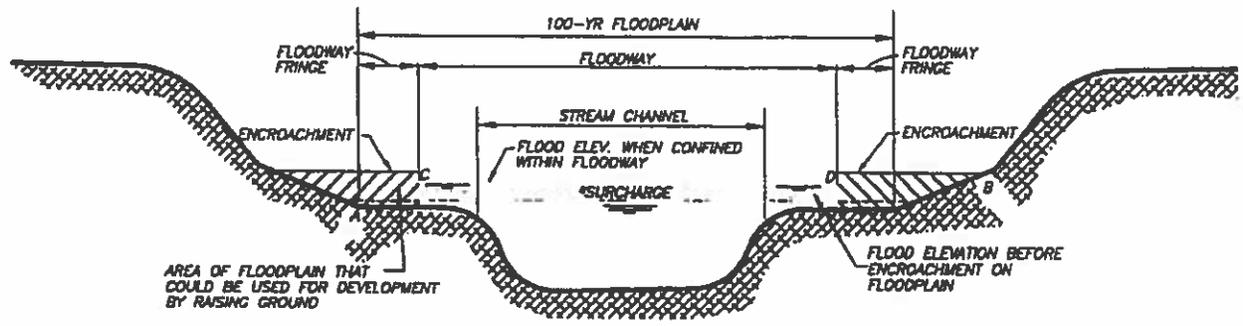
- (1) The Developer is responsible for coordinating and paying for all inspection, on-site collection, and delivery of samples to an authorized laboratory, and for on-site and off-site testing done by the laboratory. Nuclear testing methods acceptable to TxDOT are acceptable to the County.
- (2) Street, Road and Structures testing by an authorized laboratory is required as follows:
  - (i) Street Subgrade - Proctor Determination on each class of soil to be encountered. Density test - one (1) each per five hundred (500) feet of street with retest as necessary (minimum of three (3) tests).
  - (ii) Base Course - Proctor test shall be required to establish quality and moisture density relationship. Density test: one (1) each per five hundred (500) feet of street or road, with retest as necessary (minimum of three tests).
  - (iii) Concrete Structures - Inspection by County prior to concrete placement. Class A concrete compressive strength (minimum of three (3) tests per structure) shall be 3000PSI, with a minimum of one (1) test for each one hundred (100) feet of roadway. Testing will not be required for Class C concrete curbs.
- (3) The Developer shall provide the County with a minimum of twenty-four (24) hours notice prior to any inspection that the County is to perform. Laboratory testing companies to be used by the Developer must be approved by the County.

**H. STREET AND ROAD PLANS:**

- (1) Typical cross-sections showing the proposed pavement width, type, thickness, and crown, and the proposed curb type and sidewalk (if any), and relation to curbs and property lines shall be submitted for approval.
- (2) This information shall be given for each of the different types of streets in the subdivision. Construction details shall be submitted for approval for all drainage structures including dimensions, reinforcing and components such as grates and manhole covers.
- (3) For each drainage structure submit for approval a complete cross-section, showing flow line elevations, roadway, fill over structure and inlet/outlet configuration.
- (4) Alignment of each street and drainage easement shall be shown, including the following:
  - (i) a beginning and ending station;
  - (ii) each deflection angle of the center-line and the station of the point of intersection;
  - (iii) the station of the point of curvature and the point of tangency of each curve;



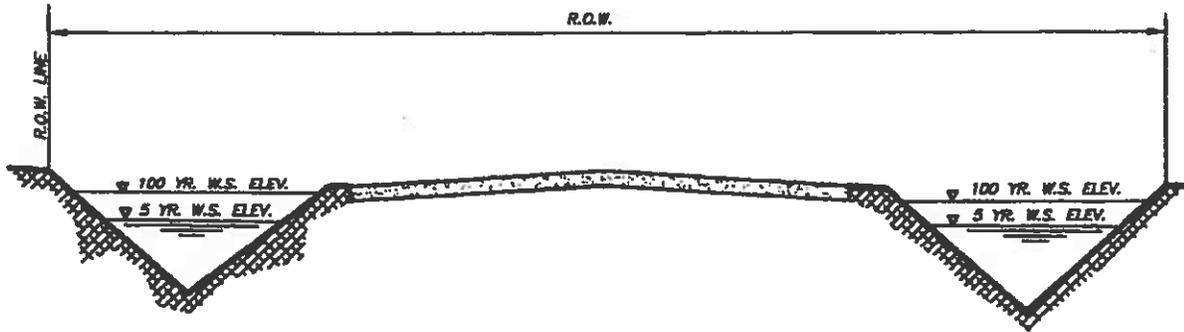
- (iv) the station and angle of intersection of each intersection with another street or drainage easement;
  - (v) the station and radius of each curb return;
  - (vi) the location of adjacent right-of-way lines;
  - (vii) the location and limits of sidewalks and curbs of each street; the location of each drainage structure;
  - (viii) the location and size of all storm sewers;
  - (ix) the location, description, and elevation of Bench Marks;
  - (x) the top of curb grade at each curb return;
  - (xi) the center-line grade at each end and at grade changes along drainage ditches;
  - (xii) the gradient of each tangent grade and the location and length of each vertical curve;
  - (xiii) the direction of storm drainage flow at each intersection;
  - (xiv) and the flow line elevation of each storm sewer at each point of change of grade, at each end, and at intervening gradients.
- (5) The profiles of streets and drainage ditches shall show the natural ground at adjacent property lines and the proposed centerline.
- (6) Plan and profile drawings shall include the scale, north arrow and date, and shall be drawn to scales of one inch equals fifty (50) feet (1"=50") horizontally and one inch equals five (5) feet (1"=5') vertically.
- (7) All street plans and profiles shall bear the signature and seal of a Registered Professional Engineer.



*LINE A-B IS FLOOD ELEV. BEFORE ENCROACHMENT  
LINE C-D IS FLOOD ELEV. AFTER ENCROACHMENT*

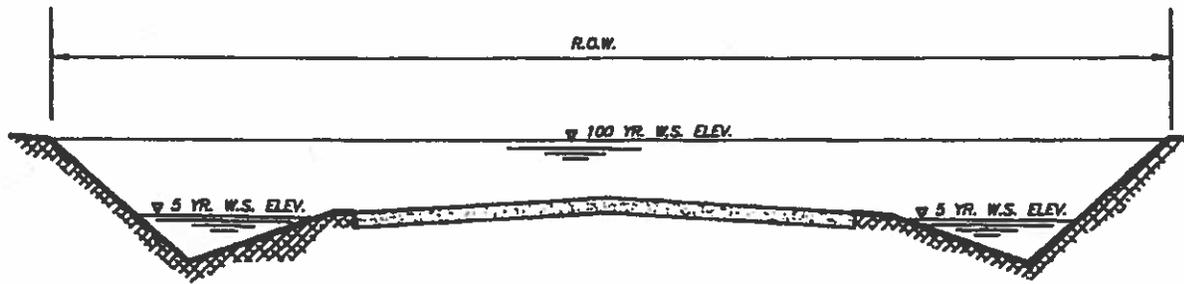
NOT TO SCALE

\* SURCHARGE SHALL NOT EXCEED  
1.0 FEET



**CASE I – ROADWAY ABOVE R.O.W. GRADE**

NOT TO SCALE

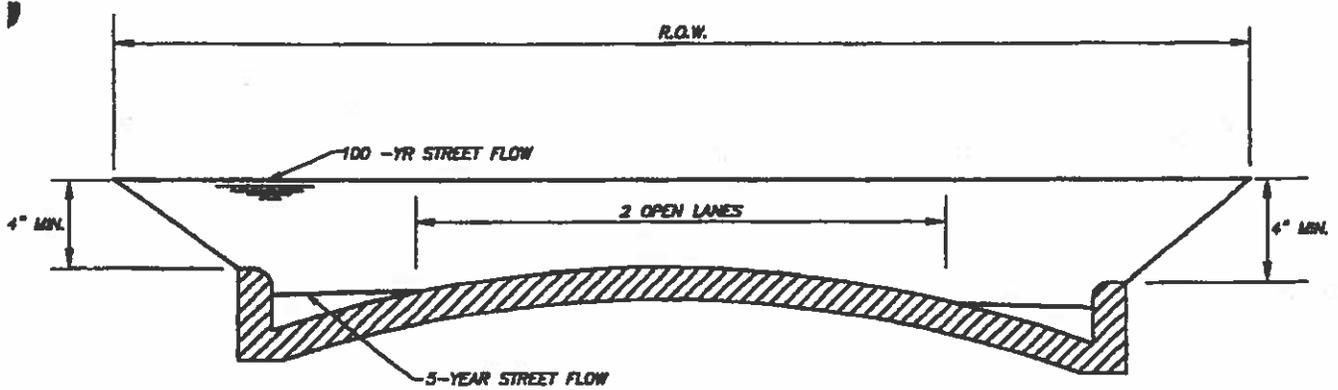


WATER SPREAD LIMITS FOR  
NON-CURBED ROADWAYS

**CASE II – ROADWAY BELOW R.O.W. GRADE**

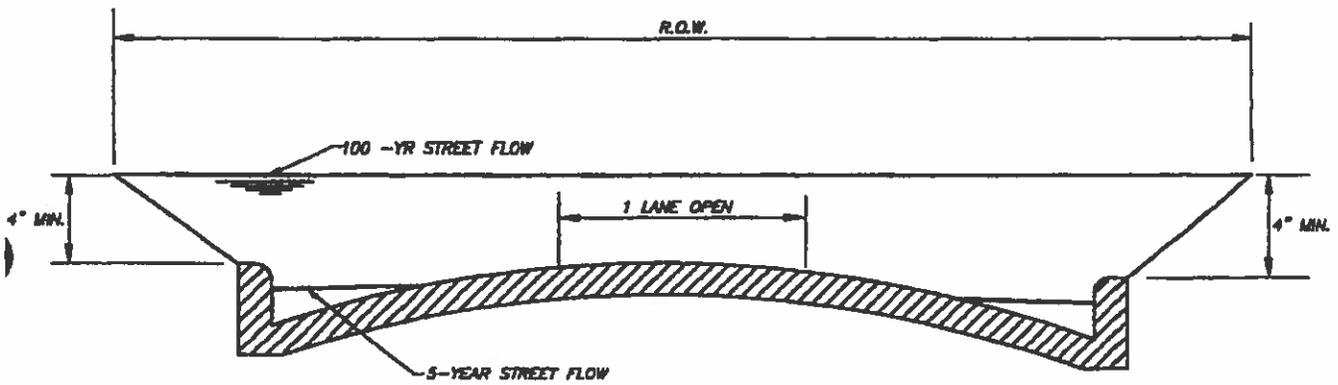
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**WATER SPREAD LIMITS FOR  
NON-CURBED ROADWAYS**



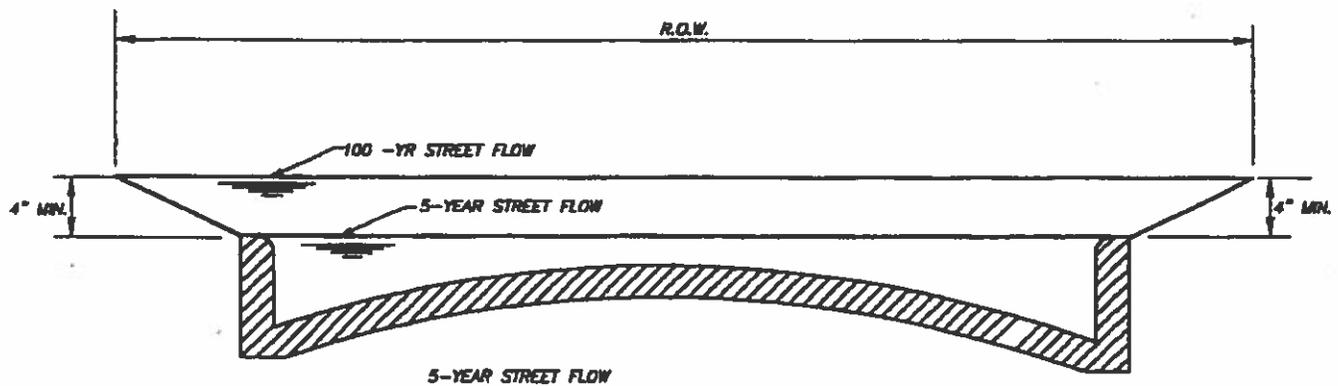
COLLECTOR OR SECONDARY THROUGHFARE

NOT TO SCALE



MINOR ARTERIAL OR PRIMARY THOROUGHFARE

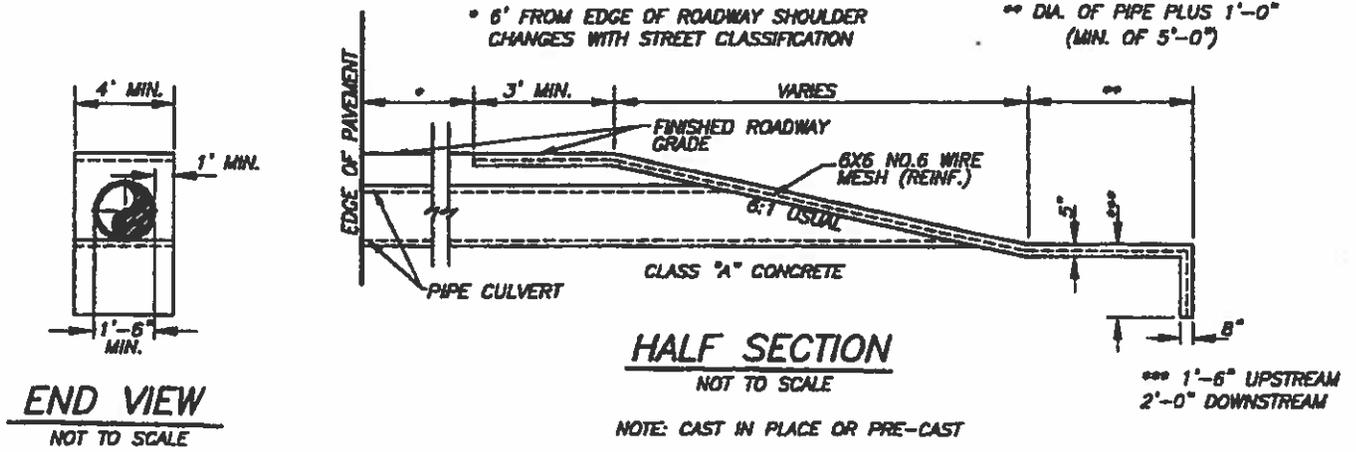
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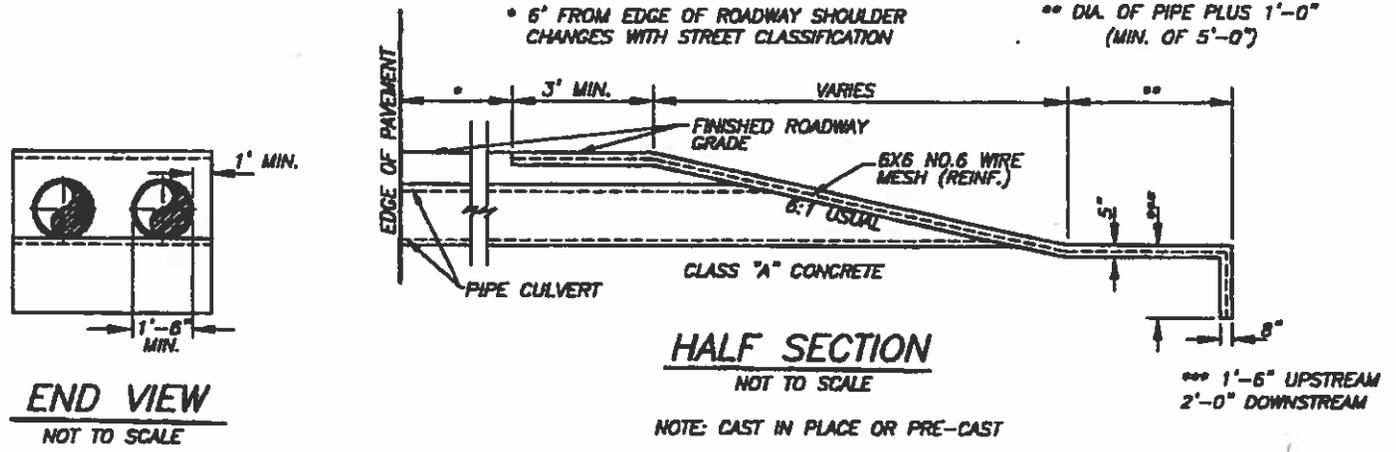
LOCAL

NOT TO SCALE

MAXIMUM WATER SPREAD LIMITS FOR  
MAJOR AND MINOR STORMS

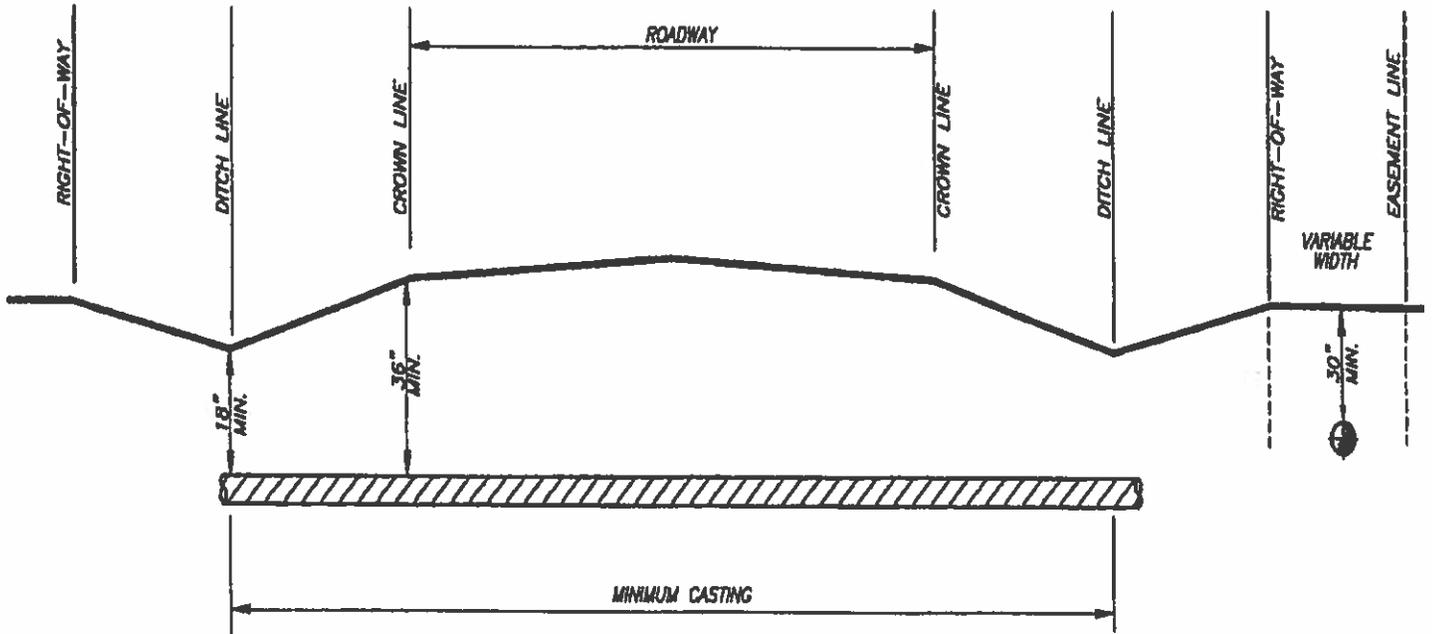


IN CASES WHERE A CULVERT WITH ITS HEADWALLS WOULD EXTEND OUTSIDE THE NORMAL RIGHT-OF-WAY, THE DEVELOPER SHALL DEDICATE SUCH ADDITIONAL DRAINAGE EASEMENT OR RIGHT-OF-WAY AS REQUIRED TO PROVIDE NORMAL ACCESS AND AGRESS.



IN CASES WHERE A CULVERT WITH ITS HEADWALLS WOULD EXTEND OUTSIDE THE NORMAL RIGHT-OF-WAY, THE DEVELOPER SHALL DEDICATE SUCH ADDITIONAL DRAINAGE EASEMENT OR RIGHT-OF-WAY AS REQUIRED TO PROVIDE NORMAL ACCESS AND AGRESS.

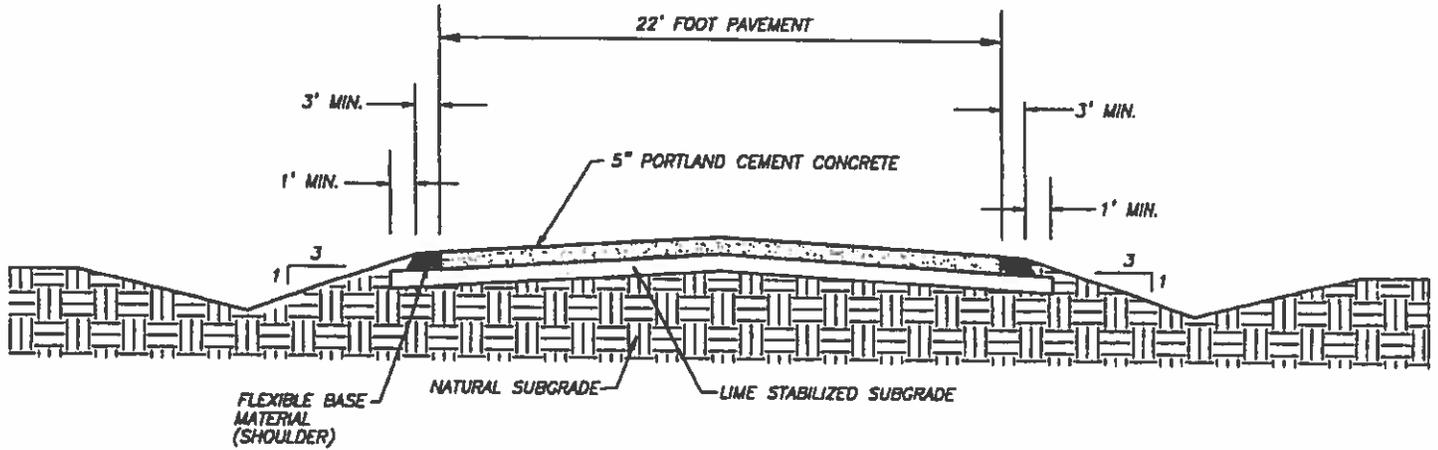
**MULTIPLE PIPE INSTALLATION**  
NOT TO SCALE



ATTACHMENT "A"  
UTILITY LINE CROSSING  
NOT TO SCALE

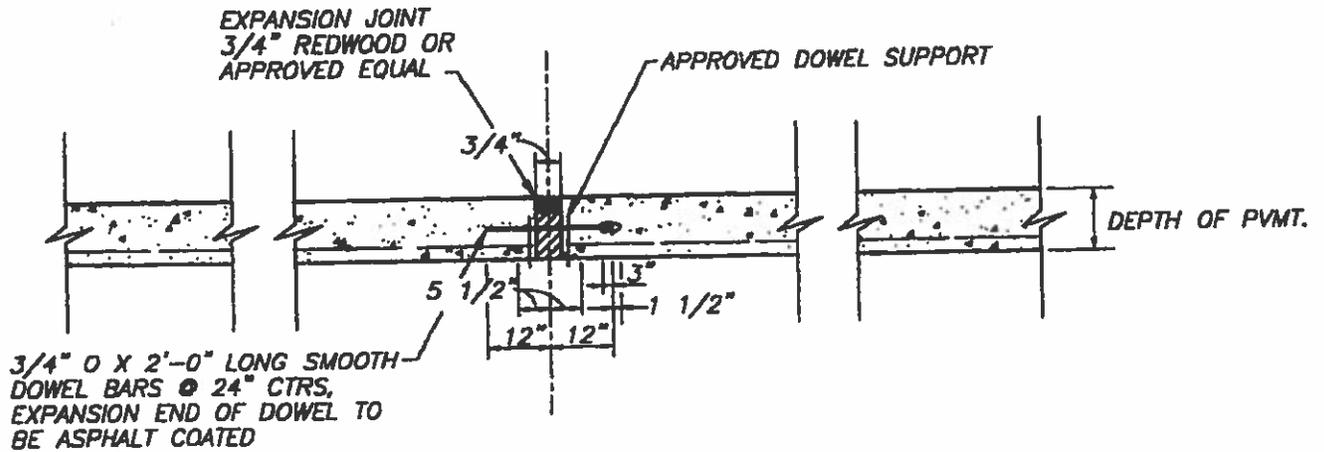


- NOTES:
1. CROWN ROAD BED ONE INCH IN TEN FEET.
  2. REINFORCING FOR CONCRETE TO BE NO. 3 BARS AT 18" CTRS. BOTH WAYS, OR NO. 4 BARS AT 24" CTRS BOTH WAYS.
  3. POSITIONING AND SUPPORTING DEVICES (CHAIRS) FOR STEEL REINFORCING BARS SHALL BE EITHER PLASTIC OR METAL AND OF SUFFICIENT NUMBER TO MAINTAIN THE POSITION OF THE BARS. (TXDOT 360.3)



PORTLAND CEMENT CONCRETE PAVEMENT

NOT TO SCALE

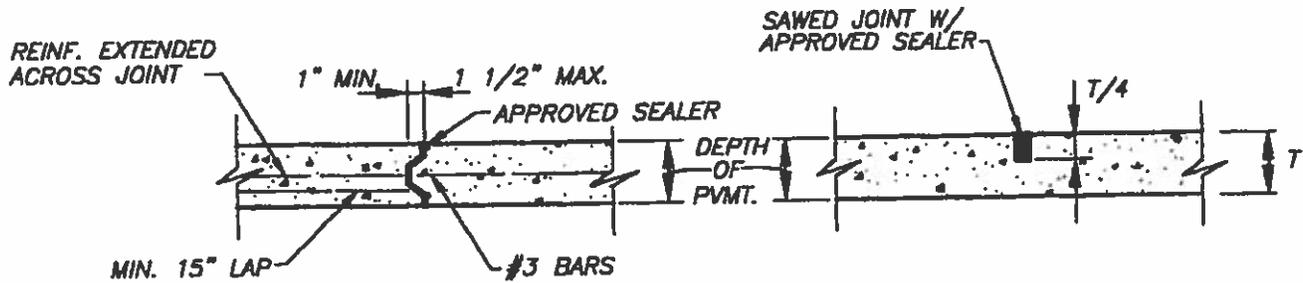


SLEEVE FOR DOWELS SHALL HAVE AN INSIDE DIAMETER  
OF 1/16" GREATER THAN THAT OF DOWEL & BE OF QUALITY  
& DESIGN AS TO PROVIDE FREE MOVEMENT OF THE DOWEL BAR.

## EXPANSION JOINT

NOT TO SCALE

NOTE: PROVIDE EXPANSION JOINTS AT STREET INTERSECTIONS AND AT  
600' MAXIMUM SPACING ALONG STREETS. NO JOINT SHALL FALL IN A  
DRIVEWAY APPROACH.



## CONSTRUCTION JOINT

NOT TO SCALE

## SAWED JOINT

NOT TO SCALE  
(20' TYP. SPACING)



**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)

**SECTION XII - XX**  
**RESERVED**



**SECTION XXI**  
**DEFINITIONS**

**A. APPLICATION**

- (1) For these regulations, the following terms, phrases, words and their derivations shall have the meaning ascribed to them in this section.
  
- (2) If the terms, phrases, words and their derivations are not located within these set of regulations, it may be located in the County's other associated development regulations. Illustrations and graphics may be used and added as needed to better explain a definition.
  - (i) Definitions not expressly prescribed herein are to be construed in one of the following methods as determined by the Department of Development Director to apply a definition that closely applies:
    - (a) Customary usage in subdivision, planning and engineering practices; or,
    - (b) As allowed by Chapter 311.011 of the Code Construction Act of Texas.
  - (ii) The department director shall interpret the definitions when questions arise. Should there be discrepancies or disagreement of the application of a definition, the Commissioners' Court shall make the final determination.

**B. DEFINITIONS**

**ACREAGE, GROSS**

The total acreage of a subdivision, including areas dedicated to the public use such as streets and alley right of ways, floodplains, etc.

**ACREAGE, NET**

The total acreage of a subdivision less those areas dedicated to public use such as street and rights of way, floodplains, etc. Easements, however, shall be included in net acreage calculations.

**ACREAGE, USEABLE**

The amount of land suitable for the installation of OSSF facilities as authorized by TCEQ and/or Ellis County regulations.

**ALLEY**

A minor street used primarily for vehicular access to the back or the side of properties otherwise abutting on a street. Alleys are not maintained by the County.



**ALL-WEATHER SURFACE**

An alternative paving material that is designed and sealed by a professional engineer that is approved by the County Engineer and the Fire Marshal and is equivalent to the County standards for road/street construction. At a minimum, it shall carry the weight of the fire engine or at least 75,000 pounds, whichever is greater.

**BLOCK**

A piece or parcel of land entirely surrounded by public highways or streets, other than alleys. In cases where the platting is incomplete or disconnected, the Department of Development may determine the outline of the block. A block is used to designate a series of lots within a subdivision for platting purposes.

**BUILDING LINE OR SETBACK LINES**

A line defining an area on the lot between the street right-of-way or property line and the building line within which no building shall be constructed, encroach or project, except as specifically authorized by the Commissioners' Court

**COMMISSIONERS' COURT**

The governing body of Ellis County, Texas. The Court has five (5) elected members: the County Judge and four (4) elected precinct commissioners.

**COUNTY**

Ellis County, Texas.

**COUNTY JUDGE**

County Judge of Ellis County, Texas.

**COUNTY ENGINEER**

A registered professional civil engineer either employed or on a consulting basis with Ellis County or their designated representative in charge of the engineering functions for the County.

**COUNTY ROAD**

A public paved road or street, which has been accepted by the County, through prescription or dedication of right-of-way for maintenance purposes or street that was constructed or maintained by the County.

**CUL-DE-SAC**

A short, minor street having but one outlet to another street and terminated on terminating at the opposite end by vehicular turn-around.



**CUL-DE-SAC CORNER**

Enlargement of a 90-degree intersection by a forty (40) foot radius from the intersection of the centerline of the two streets.

**DEAD-END STREET**

A street, other than a cul-de-sac, with only one outlet.

**DEED RESTRICTIONS**

A restrictive covenant expressed in a contract between the buyer and the seller of real property that imposes duties on the buyer or restricts the buyer's use of the land. These restrictions are usually expressed in the form of language in the deed to the property. Deed restrictions are private and cannot be enforced by the County.

**DEPARTMENT OF DEVELOPMENT**

The Ellis County Department of Development (DOD).

**DEPARTMENT OF DEVELOPMENT DIRECTOR**

The Ellis County Department of Development Director or designated representative.

**DETENTION**

The temporary storage of storm water runoff, with controlled peak discharge rates.

**DETENTION TIME**

The amount of time a body of water is actually present in a storm water detention facility.

**DEVELOPER OR OWNER**

An individual partnership, corporation or governmental entity, officer, agent employee, servant or trustee thereof (or any combination thereof) undertaking the subdivision or improvement of land and other activities covered by these regulations, including the preparation of a subdivision plat showing the layout of the land and the public improvements involved therein or participates in, who performs or participated in the performing of any act toward the subdivision of land within the intent, scope and purview of these regulations. The term "developer" is intended to include the term "subdivider," "owner," or "applicant" even though personnel in successive stages of a project may vary.

**DRAINAGE, BUYERS RESPONSIBILITY**

It is the responsibility of the buyer of a lot to take the steps necessary to allow water from the lot to flow to the drainage ditch in the front, rear or side whichever is the case. It is not the responsibility of the County Commissioner or other County official to solve drainage problems on private land.



### **DRIVEWAY**

A portion of a lot used for access to the lot from a public highway, road, or street and not used for public circulation.

### **DWELLING UNIT/ HABITABLE AREA**

Any building, or portion thereof, which is designed or used as living quarters for one or more families and contains at least three (3) plumbing fixtures, or any combination thereof from the following list as outlined below and no 220V connections for home appliances outside the principal structure; a residence.

- A water closet (i.e. toilet, commode, urinal, or similar.)
- A shower or bathing facility
- A bathroom or kitchen sink
- Laundry facilities

Any separate/detached structure on the same property, tract of land or lot used as living space meeting the same criteria as above shall be considered a secondary or accessory dwelling unit and requires an additional useable net acre prior to the issuance of a building permit.

### **EASEMENT**

A grant of one or more of the property rights by the property owner to and/or for use by the public, a corporation, or another person or entity and/or to a private utility corporation for a particular and expressed purpose.

#### **Access Easement**

An easement allowing access onto a property or adjoining property.

#### **Drainage Easement**

The right for the passage of natural drainage across private land, together with the right to enter thereon to maintain drainage structures and the free flow of drainage. May also double as a utility easement if it is properly labeled on the plat.

#### **Non-access Easement:**

An easement prohibiting access onto a property or adjoining property.

#### **Utility Easement**

An easement granted for access, over or under land, together with the right to enter thereon with machinery and other vehicles necessary for the construction and maintenance of utilities. May also double as a drainage easement if it is properly labeled on the plat. See utility definition.



**ELEVATION CERTIFICATE**

An official record that shows new buildings and substantial improvements in all identified Special Flood Hazard Areas (SFHAs) are properly elevated. This elevation information is needed to show compliance with the floodplain management ordinance.

**ENGINEER**

A person duly authorized and properly registered under the provisions of the Texas Registration Act to practice the profession of engineering.

**EXTRATERRITORIAL JURISDICTION (ETJ)**

The unincorporated area, not a part of any city, which is contiguous to the corporate limits of any city. The size of the ETJ shall be as defined in Chapter 42.021 of the Texas Local Government Code.

**FAMILY**

Any number of related persons or not more than six (6) unrelated persons living in a single housekeeping unit.

**FLAG LOT**

A lot shaped and designed where the main building site area is set back from the street on which it fronts and includes a narrow access strip connecting the main building site with the frontage street. It consists of two parts: The flag, which is the building site and may be located behind another lot and the pole, which connects the flag to the street, providing minimal road frontage for the lot and at any point is less than the minimum lot width.

**FLOODPLAIN**

Any and all land area adjoining the channel of a river, stream, lake, water course, marshy area, or another drainage element, which has been or may be inundated by storm water runoff. The extent of the flood plain shall be determined by the crest of a flood having an average frequency of occurrence of once in one hundred (100) years, as established by F.E.M.A.

**FLOODWAY**

The channel of a river or other water course and the adjacent land areas that shall be reserved to discharge the base flood, as defined by the Corps of Engineers or F.E.M.A., without cumulatively increasing the water surface elevation more than one (1) foot.

**HIERARCHY OF STREETS AND ROADS:**

More detailed information concerning streets can be found in the Master Thoroughfare Plan for Ellis County.



## **STREET**

A right-of-way which provides primary vehicular access to adjacent land, whether designated as a street, highway, thoroughfare, parkway, throughway, avenue, lane, boulevard, road, place, drive or however otherwise designated.

### **(1) STREET, MAJOR OR REGIONAL ARTERIAL**

A street whose primary function is to provide traffic movement between major traffic generators such as principal neighborhoods, commercial centers, and industrial areas, and to connect with surrounding municipalities. There shall be minimal residential traffic directly accessing it. Its function is to conduct traffic between communities and activity centers and to connect communities to major state and interstate highways.

### **(2) STREET, MINOR ARTERIAL OR PRIMARY THOROUGHFARE**

A high-volume street or county road that provides access to the subdivision and connects to major state and interstate highways. Backbone of the street system. They also serve to collect and distribute traffic from streets of lower classification to major arterials.

### **(3) STREET, COLLECTOR OR SECONDARY THOROUGHFARE**

The function of a collector street is to collect and distribute traffic from local access streets and to convey it to the arterial system. Major collectors provide limited access to abutting property, and parking is limited or restricted. It provides the most direct access to other collectors and arterials. Usually, serves as the principal street in a subdivision.

### **(4) STREET, LOCAL**

A street that is used primarily for access to abutting residential property and circulation of traffic within residential neighborhoods. It is of a width and design to discourage through traffic, thereby protecting residential areas by including short street blocks, cul-de-sacs, and courts.

### **(5) STREET, PRIVATE OR SERVICE DRIVE**

A vehicular access way under private ownership and maintenance that has not been dedicated to the County and accepted by the County.

## **INTERIOR STREET/ROAD**

A street or road contained within a subdivision, which serves only the subdivision and does not connect with other streets/roads outside the subdivision.

## **LANE**

A narrow way or passage as between hedges; any narrow or well-defined route or course.



### **LOT**

An undivided tract or parcel of land having frontage on a public street or an approved open space having direct street access, and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement, which is designated as a distinct and separate tract, and which is identified by a tract, or lot number, or symbol in a duly approved subdivision plat which has been duly filed and recorded.

### **LOT, CORNER**

Lot located at the intersection of two roadways that has frontage on each roadway.

### **LOT, INTERIOR**

A lot bounded by a street either at its front or back, but not on either of its sides; also called an inside lot.

### **LOT LINES**

The property lines of any given tract or parcel of land which circumscribe the area divided by any plat of record in the plat records of Ellis County, Texas, or in the absence of such a plat, the lot lines shall mean those property lines circumscribing the lot.

### **LOT OF RECORD:**

A lot which is part of a subdivision, the plat of which has been recorded in the office of the County Clerk of Ellis County before the adoption of this ordinance.

### **MAY**

The word "may" is permissive and not mandatory.

### **MANUFACTURED HOME**

A movable or portable dwelling or office connected to utilities and constructed to be towed on its own chassis by a motor vehicle over Texas roads or highways. It may consist of two or more units, which are separately towable but designed to be joined into one integral unit.

### **MANUFACTURED HOME PARK**

Any facility or area developed as a site for the lease or rental location of two or more manufactured homes.

### **MANUFACTURED HOME COMMUNITY**

A plot or tract of land separated into two (2) or more spaces or lots that are rented, leased, or offered for rent or lease for a term not to exceed 60 consecutive months on the same tract of land without a purchase option, for the installation of manufactured homes for use and occupancy as residencies.



### **MOBILE HOME**

A transportable structure built on a permanent chassis designed to be used as a year-round single-family occupancy with or without a permanent foundation and having the required utility services (electrical, water, sewage, etc.) similar to those of a conventional dwelling.

### **MOBILE HOME PARK**

Any area or tract of land under one ownership with required improvements and utilities designed for the long-term parking of other type of installation of at least two (2) or more mobile homes on site/spaces or lots that are rented, leased, or offered for rent or lease, including all improvement, buildings, and structures which may include recreational areas or other facilities for the use of residents of such developments.

### **MOTEL**

A building or group of buildings (attached, detached, or semi-detached) containing guest rooms or units per rent which are designed and used primarily for the transient accommodation of guests and not intended to be used as long-term housing.

### **MULTI-FAMILY RESIDENCE**

Any building or portion thereof that is designed, built, and rented, leased to be occupied as two (2) or more dwelling units and used as by one (1) family per dwelling with cooking facilities and other facilities found in a traditional single-family dwelling. It may be a duplex, triplex, quadruplex, apartments, condominium, garden home, or townhouse as those structures are commonly defined.

### **ON-SITE SEWAGE FACILITY**

All systems and methods used for the treatment and disposal of sewage, other than organized disposal systems, operated under a valid permit issued by the Department of Development and regulated by TCEQ; Ellis County Septic Order 182.11; and Title 30, Part 1, Chapter 285 of the Texas Administrative Code.

### **PLAT**

A map, drawing, chart, or plan showing the exact layout and proposed construction of a proposed subdivision into lots, blocks, streets, parks, school sites, commercial or industrial sites, drainage ways, easements, and/or any other elements as required by these Regulations, and which a subdivider shall submit for approval in accordance with these Regulations.

### **PLAT, PRELIMINARY**

A plat that is submitted to the County for its review of the concept and performance of the subdivision as related to the provisions of these Regulations. The preliminary plan and the review thereof are intended to produce a subdivision design in which all planning factors are recognized and reconciled, before submission of the final plat.



### **PLAT, FINAL (RECORDATION)**

A plat of a subdivision prepared in a form suitable for filing or recording with the necessary affidavits, dedications and acceptances and with complete bearings and dimensions of all lines defining lots and blocks, streets, public areas and other dimensions of land and subdivision requirements of the County. For recordation, a final plat may also include a replat and simplified plat.

### **PRIVATE STREETS, ROADS, EMERGENCY ACCESS EASEMENTS, ETC.**

A vehicular access way under private ownership and maintenance that has not been dedicated to or accepted by the County for maintenance.

### **PUBLIC STREET**

Any area, parcel, or strip of land (road) which provides vehicular access to adjacent property or land whether designated as a street, highway, freeway, thoroughfare, avenue, land boulevard, road, place, drive, or however otherwise designated and which is either dedicated or granted for public purposes or acquired for public use by prescription.

### **RECREATIONAL VEHICLE**

A vehicle such as a camper or a motor home, used for traveling and/or recreational purposes, with running gear.

### **RECREATIONAL VEHICLE PARK**

A lot or parcel of land used primarily as a rental community in which two (2) or more recreational vehicle sites/spaces are located, established or maintained for occupancy, usually for a fee, by recreational vehicles of the general public as living quarters or vacation purposes on a short-term basis not to exceed ninety (90) days. At the end of the ninety-day period, the vehicle shall be removed from the park and said vehicle cannot be located in the same park for a minimum of two (2) weeks.

### **REPLAT**

A map of a subdivision incorporating changes, amendments, improvements, and/or corrections to a plat such as changes in lot size, further subdivision of existing lots, and relocation of street line/lot lines that is on record in the County Clerk's office.

### **RIGHT-OF-WAY**

That portion of the subdivision dedicated for public roads with the adjacent lot lines being the boundaries of the right-of-way.

### **ROAD**

A long stretch with a smoothed or paved surface made for traveling by motor vehicles; a highway; a strip of land appropriated and used for purposes of travel and communication between different places.



**ROAD FRONTAGE**

Contiguous frontage on a public road or street.

**ROADWAY**

That portion of any street or road designated for vehicular traffic not including shoulders or curbs.

**SHALL**

The word "shall" is mandatory and not permissive.

**SPACE (relating to manufactured/mobile homes or recreational vehicle (RV) parks)**

A plot of ground designated or used within a manufactured home community, mobile home park, or recreational vehicle (RV) park for the accommodation, occupancy and exclusive use of one (1) mobile home, manufactured home, or recreational vehicle (RV) park.

**STREET**

A public road, usually paved, with or without sidewalks, curbs and guttering with houses on each or at least one side of the same.

**STREET INTERSECTION**

Any street that joins another street at an angle, whether or not it crosses the other.

**SUBDIVISION**

A division of a lot, tract, or parcel of land into two (2) or more parts, lots or sites or a combination of the same for the purpose, whether immediate or future, of sale, a division of ownership or development. Subdivision includes the division or development of land, whether by deed, metes and bounds description, device, map, plat or other recorded instrument, but shall exclude any division resulting from inheritance (by intestacy, will, or trust distribution), dissolution of marriage, condemnation or agreement in lieu thereof, or the granting of any rights other than ownership of land (such as licenses, easements, and rights-of-way). Subdivision includes re-subdivision of land or lots, which are part of a previously recorded subdivision. These regulations shall govern all transfers of ownership, division, or development of land. This term may also mean any development for which a permit is required.

**SURVEYOR**

A Licensed State Land Surveyor or Registered Professional Land Surveyor (RPLS), as authorized by the State Statutes to practice the profession of surveying.

**TCEQ**

Texas Commission on Environmental Quality or their successor agency.

**THROUGH ROAD/STREET**

A road or street on which traffic can move with minimal interruptions.



### **THOROUGHFARE PLAN**

Any road or street that is identified in the most recently-approved edition of the Ellis County Master Thoroughfare Plan, both map, and text, that describes street classifications and general location of the placement of the designated thoroughfares. Also called Master Thoroughfare Plan.

### **TRACT**

Any parcel of land or property.

### **TRAIL**

A multi-use path usually separated from motor vehicle traffic by an open space or barrier and used by bicyclists, pedestrians, joggers, etc.

### **TX-DOT**

Texas Department of Transportation.

### **TX-DOT SPECIFICATIONS**

Refers to the current edition of Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

### **USEABLE ACREAGE**

The land remaining after excluding the floodplain, as authorized by TCEQ Rules and Regulations, or other applicable law, restricting the amount of land available for construction of an On-site Sewage Facility. With the submittal of an engineer sealed alternative plan the Department of Development will consider the alternative plan, but reserves the right to accept or reject the plan.

### **UTILITIES**

Electric, gas, television/cable, and telephone lines, water and sewer systems, or other buried or aerial utilities that provide a service for the general public, often for a service fee and the construction of which may be regulated by the County.

### **VARIANCE**

An adjustment in the application of these specific regulations to a parcel due to special conditions or circumstances of hardship peculiar to the particular parcel. Relief from a particular set of regulations is necessary to prevent the property from being deprived of right and privileges enjoyed by other parcels in the same vicinity; also called relief from the regulations.

### **WRECKING YARD (JUNKYARD OR AUTO SALVAGE)**

Any lot upon which three or more motor vehicles of any kind, which are incapable of being operated due to condition or lack of current registration and/or current state inspection, have been placed for the purpose of storage, obtaining parts, recycling, repair or resale.



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

A NEW AND UPDATED SET OF DEVELOPMENT REGULATIONS ENTITLED  
ELLIS COUNTY QUALITY GROWTH INITIATIVES –  
VOLUME II (DRAINAGE DESIGN MANUAL)

On this the 4th day of December 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 REPLACE ORDER NO. 192.02, AS AMENDED, THE EXISTING RULES, REGULATIONS, AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED HOMES IN ITS ENTIRETY AND WITH A NEW AND UPDATED SET OF DEVELOPMENT REGULATIONS ENTITLED ELLIS COUNTY QUALITY GROWTH INITIATIVES – VOLUME II (DRAINAGE DESIGN MANUAL); 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.** The approved amendments for the County of Ellis Rules, Regulations, and Specifications for Subdivision and Manufactured Homes are amended to read as follows and found in Exhibit A:



**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 one (1) day from and after the date of its passage, December 5, 2018, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 4<sup>TH</sup> DAY OF DECEMBER, 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 - VOLUME II (DRAINAGE DESIGN MANUAL)**

**EXHIBIT A**

**SECTION I. GENERAL INFORMATION AND ADMINISTRATION**

**A. OFFICIAL NAME**

The official name of these regulations shall be the "Ellis County Drainage Design Manual."

**B. AUTHORITY**

These regulations are adopted under the authority of the Constitution and Laws of the State of Texas, including but not limited to, the Texas Local Government Code, as amended, Texas Revised Civil Statutes Annotated (Vernon), as amended, and any other applicable laws, regulations, and approved orders.

**C. APPLICATION & PURPOSE**

- (1) All development in Ellis County shall provide drainage facilities and improvements in accordance with the following requirements and design standards.
- (2) The purpose of these standards is to provide for the health, safety, and general well-being of the public by assuring that adequate drainage facilities and structures are provided in all subdivisions, and to provide infrastructure which can be maintained without imposing a burden to taxpayers.

**D. CONSISTENCY WITH OTHER REGULATIONS**

- (1) These regulations shall be consistent with the adopted Ellis County Subdivision and Development Standards, and the Standard Construction Details and any other supplemental land use and community development policies that may be adopted by the Commissioners' Court.
- (2) Should a conflict arise with other applicable orders, the strictest shall apply, until an updated order is approved by the County Commissioners' Court.

**E. AMENDMENTS**

- (1) As needed, County Engineer may only amend the illustrations within these regulations without the consent of Commissioners' Court to better assist in graphically depicting portions of these regulations.
- (2) As needed, the Commissioners' Court may amend these regulations to reflect desired changes and updates in policy. Public hearings on all proposed written amendments shall be held by the Commissioners' Court in open session after publication in a newspaper of general circulation for at least fifteen (15) days before the public hearing date.



#### **F. INTERPRETATIONS**

- (1) As needed, the County Engineer shall provide interpretations of these regulations.
- (2) Rulings made by the County Engineer are issued on a case-by-case basis and shall not set a precedent for other similar situations.
- (3) Should an applicant disagree with the interpretation provided, that decision may be appealed to the Commissioners' Court at the next available meeting, as listed in the latest submittal calendar and pay any associated costs.

#### **G. FINES & PENALTIES**

- (1) Any person, firm or corporation who violates any of the provisions of these regulations or who fails to comply with any provision hereof within the Ellis County shall be subject to civil penalties including a fine of \$1,000 for each day that such violation continues shall constitute a separate offense and shall be punishable accordingly, pursuant to Section 232.035 of the Texas Local Government Code.
  - (i) The primary objective of the department is not to impose fines but to have everyone comply with these regulations.
  - (ii) The Department of Development shall have the right to institute an action in the court to enjoin the violation or threatened a violation of any provision in the County.

#### **H. SEVERABILITY CLAUSE**

If any section, article, paragraph, sentence, clause, phrase or word of these regulations, or application, thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of these regulations; and the Commissioners' Court hereby declares it would have passed such remaining portions of these regulations despite such invalidity, which remaining portions shall remain in full force and effect.



## SECTION II. GENERAL DRAINAGE REQUIREMENTS

### A. PRELIMINARY DRAINAGE PLAN

- (1) A preliminary drainage plan shall be submitted with the preliminary plat so that the Engineering Department and the Department of Development may review the design with regard to potential drainage problems.
- (2) The preliminary drainage plan shall include an existing drainage map and a proposed drainage map.
- (3) Approval of the preliminary plat may be contingent on the preliminary drainage plan documenting that the drainage for the proposed development can be adequately controlled without causing any adverse impact.
- (4) The entire contributing drainage area for the proposed subdivision shall be shown at an appropriate scale for review. This map may also serve as the location (vicinity) map for the project. Drainage areas within the proposed subdivision shall be shown on a map prepared from field or aerial survey.
- (5) Areas that are off-site and contribute to the storm water discharge passing through the subdivision shall be clearly identified.
- (6) Direction of flow within streets, alleys, natural and improved channels and at system intersections shall be clearly shown on the drainage area maps. This includes sags, crests and corners.
- (7) Existing and proposed drainage channels shall be clearly shown and differentiated on the drainage area maps.
- (8) The preliminary drainage plan shall be prepared by a licensed professional engineer.

### B. FINAL DRAINAGE PLAN

- (1) A final drainage plan also shall be submitted with the final plat.
- (2) In addition to the requirements for the preliminary drainage plans, the final drainage plan shall show drainage areas contributing to each storm drain inlet or point of collection, volume of storm water being collected, size of storm drainage structure (including driveway culverts), drainage easements, finished floor elevations (if appropriate) and any other information which will clarify the proposed design.
- (3) The final drainage plan shall be prepared by a licensed professional engineer.



**C. DRAINAGE IMPROVEMENT REQUIRED**

- (1) Drainage improvements including but not limited to detention ponds, channel improvements, grading, culverts and existing facility improvements shall be provided in accordance with these design standards.
  - (i) To provide for the conveyance of all storm water from the development, when fully developed, to an adequate discharge point.
  - (ii) To fulfill any purpose for which these requirements are imposed.
  - (iii) To adequately protect the development from flooding, including the effects of the 100-year design storm.
  - (iv) To properly control any drainage resulting from the development so as to not increase the upstream or downstream water surface elevation, post-development storm water runoff shall not exceed pre-developed storm water runoff.
  - (v) Upstream or downstream storm drainage improvements and/or easements beyond the limits of the development may be necessary to meet this requirement.
  - (vi) To provide for the conveyance of existing storm drainage flowing through the development.

**D. OFF-SITE DRAINAGE**

- (1) Off-site drainage facilities and improvements shall be provided by the development whenever additional storm water runoff from the development would adversely affect any off-site property or would overload an existing drainage facility, whether natural or man-made.
- (2) Where storm water runoff has been collected or concentrated to one point, it shall not be discharged onto adjacent properties, except into existing creeks, channels, or storm drains, unless drainage or flowage easements are obtained for those properties.

**E. DETENTION FACILITIES**

- (1) Detention may be used to reduce peak discharge where conditions prevent conveying storm water to an adequate discharge point, or studies show that off-site structural facilities will not mitigate hydraulic effects more efficiently.
- (2) Detention facilities may be constructed only in areas to be dedicated to the public.



**F. FEMA FLOODPLAIN**

- (1) Any proposed development within the FEMA floodplain must comply with the current Ellis County Flood Damage Prevention Order.
- (2) Open space is encouraged within the FEMA floodplain boundaries.

**G. CHANNEL REQUIREMENTS**

- (1) Channel regulations and improvement requirements shall be based on the amount and concentration of the storm water runoff produced from the proposed development and any additional upstream contributing drainage areas.
- (2) All developments shall provide for the permanent improvement and modification of existing drainage channels as necessary to serve the development, subject to and in accordance with the following.
- (3) Channels which serve drainage basins larger than one square mile shall be maintained in a natural state.
- (4) Channels of local drainage systems serving areas less than one (1) square mile may be lined with concrete or an improved grass-lined channel.

**H. CHANNEL ACCESS ROADS AND RAMPS**

Any development which makes use of any channel within or on the perimeter of the development to provide for storm water runoff may be required to provide adequate access roads and ramps for channel maintenance purposes as directed by the Engineering Department or Department of Development.

**I. LOT DRAINAGE**

- (1) Each lot shall be designed or graded with positive drainage to direct storm water into an abutting street, alley, channel, or inlet.
- (2) If drainage is provided in the rear of any lot by an alley or closed storm drainage system consisting of inlets and pipes, the alley or drainage system shall be designed for the 50-year storm event.
- (3) Where it is not practical to provide abutting drainage facilities for each lot, drainage facilities shall generally be required wherever the storm water runoff from no more than two lots is directed across a third residential lot, or whenever the facilities are necessary to avoid an adverse effect on any other lot.
- (4) Lots that are lower than the road or roads on which they abut shall have a finished floor elevation of no less than one (1) foot above the finished grade of the uphill side of the



proposed structure to prevent damage from storm water runoff. This can be accomplished via the addition of fill and/or a swale.

- (5) Lots located in depressions shall have a minimum finished floor elevation shown on the final plat. This elevation shall not be less than one (1) foot above the 100-year water surface elevation.
- (6) The developer is responsible to notify a prospective buyer of the above requirements. Ellis County will not be responsible for any flooding or flood conditions that occur in these areas.

#### **J. STANDARD DETAILS**

Standard details adopted by the Texas Department of Transportation Hydraulic Design Manual as Revised in July 2016, as amended, shall be used for applicable drainage facility improvements. The Commissioners Court hereby adopts this Manual as its applicable standards for Hydraulic facilities including open channels, bridges, culverts, storm drains, pump stations, and storm-water quantity and quality control systems. Should conflicts arise between the Ellis County Drainage Design Manual and the Texas Department of Transportation Hydraulic Design Manual, the Ellis County Drainage Design Manual shall control.



**SECTION III. STORM DRAINAGE DESIGN CRITERIA**

**A. APPLICATION**

- (1) Storm Water Runoff: All storm water drainage improvements shall be designed based upon the entire contributing drainage area being fully developed.
- (2) A downstream assessment may be required at the direction of the Ellis County Engineering Department. Depending upon project and site specific conditions, as well as downstream facilities, the developer may be required to provide a narrative and detailed calculations demonstrating the degree of downstream impacts.
- (3) The intent of the downstream assessment is to analyze the pre-project and post-project hydrologic and hydraulic conditions to ensure that post-developed runoff is conveyed downstream in an acceptable manner.

**B. GENERAL**

- (1) The design of storm drainage improvements in Ellis County shall be based on flood discharges determined by using an appropriate method.
  - (i) The Rational Method may be used to estimate peak flow for basin areas of 200 acres or less.
  - (ii) The SCS Unit Hydrograph Method may be used for basin areas of any size and all design applications.
  - (iii) The Texas Department of Transportation (TxDOT) Regression Equations may be used for basin areas from 10 to 100 square miles for rural design applications (see current TxDOT Hydraulic Manual – Regression Equations Section).
- (2) The Rational Method is based on the direct relationship between rainfall and runoff, and the method is expressed by the following equation:

$$Q=CIA,$$

where,

Q = the maximum rate of discharge (cfs).

C = a coefficient of runoff

I = intensity of rainfall (in/hr)

A = the drainage area (acres)

Values for the runoff coefficient are given in Table 1.



**TABLE 1. RUNOFF COEFFICIENTS FOR TYPES OF LAND USE**

TYPE OF AREA OR LAND USE	ADOPTED RUNOFF COEFFICIENT "C"
Parks or Open Areas	0.30
Residential Areas ( Lots of 1 acre or more)	0.45
Residential Areas (Lots of less than 1 acre)	0.65
Commercial / Industrial Areas	0.75
Agricultural Areas	0.30
Business Areas	0.95
Apartment Areas	0.80
Streets (Asphalt and Concrete)	0.95
Drives, Walks, and Roofs	0.95

(3) Rainfall Intensity is the average rainfall rate in in/hr for a duration equal to the time of concentration for a selected return period. Once a particular return period has been selected for design and a time of concentration calculated for the drainage area, the rainfall intensity can be determined from Rainfall-Intensity-Duration data given in the ISWM Technical Manual in the Ellis County Rainfall Data section or other methods accepted as standard engineering practice.

(i) Rainfall intensity can be determined from the formula:

$$i = \frac{b}{(t + d)^e}$$

where,

i = rainfall intensity (in/hr)

t = rainfall duration (min) (equal to the time of concentration)

b,d, and e = parameters found in the ISWM Technical Manual

(ii) The time of concentration (tc) is the time in minutes required for overland flow from the most hydraulically remote point in the watershed to a point where the runoff is concentrated plus the time of flow in a closed conduit or open channel to the design point.

(iii) The time of concentration may be determined by using methods accepted as standard engineering practice. The minimum inlet time of concentration for various types of areas to be used for design purposes can be seen in Table 2.

**TABLE 2. INLET TIME OF CONCENTRATION**

Type of Area	Minimum Time	Maximum Time
Parks or Open Areas	20 Minutes	30 minutes
Single Family Residential	15 Minutes	20 Minutes
Industrial	10 Minutes	20 Minutes
Business	10 Minutes[EL1]	20 Minutes[EL2]



- (4) Storm Water Design Frequencies:
  - (i) Recommended design storm frequencies for the storm drainage improvements in Ellis County are listed in Table 3.

**TABLE 3. DESIGN STORM FREQUENCIES**

Drainage Facility	Minimum Design Storm
Roadway Ditches & Driveway Culverts	5-year
Enclosed Storm Drainage	25-year
Roadway Culverts [JJ3] and All Bridges	100-year plus one-foot of freeboard above the 100-year water surface elevation
Earthen & Concrete Lined Channels (channel solely for conveying storm water runoff)	100-year plus one-foot of freeboard above the 100-year water surface elevation

\*The discharge for 100-year return frequency storm and the resulting possible damages there from shall be evaluated to determine if said damages are sufficient to warrant enlargement of the planned facility.

- (5) Street Drainage Requirements:
  - (i) The permissible water spreads for streets are based on the 5-year design storm.
  - (ii) All streets shall be capable of conveying a 100-year design storm without water exceeding the right-of-way limits and/or drainage easement on adjacent lots.
  - (iii) The spread limits listed in Table 4 shall apply to the following streets and facilities:

**TABLE 4. PERMISSIBLE WATER SPREAD (5-YEAR DESIGN STORM)**

Type of Road	Design
Regional Arterial	One lane open in each direction
Minor Arterial	One lane open
Collector [JJ4]	Top of curb

Note: Inverted crown sections are permitted only in alleys.

**C. CULVERTS:**

- (1) All culvert designs including safety end treatments, headwall, and wingwall designs, must be signed and sealed by a licensed professional engineer in the State of Texas.
- (2) The developer shall install all drainage culverts as designated by the Engineer who designed the drainage system and with approval of the Engineering Department and the Department of Development.
- (3) The plat shall notify lot owners that the size of required drainage culverts for driveways is designated in the drainage study on file in the Department of Development.



- (4) Design of culverts shall include the determination of upstream backwater conditions as well as downstream velocities and flooding conditions. The maximum discharge velocity from the culvert shall not exceed the permitted velocity of the receiving channel or conduit at the outfall to prevent erosive conditions.

**D. ROADWAY CULVERTS:**

- (1) Culverts shall be constructed of reinforced concrete pipe (RCP) and designed to the 100-year frequency with one-foot of freeboard.
- (2) Safety End Treatments (SETs) or headwalls must be designed for all roadway culverts. The slope for the SET shall not exceed 4:1.
- (3) Roadway Culverts shall be designed in accordance with the adopted TxDOT Hydraulic Manual.

**E. DRIVEWAY CULVERTS:**

- (1) Culverts shall be constructed of reinforced concrete pipe (RCP) or corrugated metal pipe (CMP) and designed to the 5-year design storm at minimum, any culverts designed less than the 5-year design storm must obtain written approval of the Ellis County Engineering Department before installation.
- (2) The use of multi-barrel CMP shall be limited and reviewed on a case-by-case basis by the Engineering Department and the Department of Development.

**F. PIPE SYSTEM REQUIREMENTS:**

- (1) Storm drain systems capable of conveying the 25-year design storm are required when water spread limits are exceeded. Storm drain conduit shall be sized to full flow using Manning's Equation.

$$Q = \frac{1.486AR^{2/3}S^{1/2}}{n}$$

where;

Q = is the discharge (cubic feet per second)

A = the cross-sectional area of flow (square feet)

R = the hydraulic radius (feet)

S = the slope of the hydraulic (ft/ft)

n = the coefficient of roughness

- (i) The minimum velocity with the pipe flowing full shall be three (3) feet per second.
- (ii) The minimum storm drainpipe diameter shall be eighteen (18) inches.



- (iii) Pipe soffits at changes in pipe sizes shall be set the same elevation.
  - (iv) Vertical curves in the conduit will not be permitted and horizontal curves will be permitted only with the approval of the Engineering Department and the Department of Development.
- (2) Manholes shall be placed at the connection of two (2) or more laterals, at pipe junctions having pipe sizes greater than twenty-four (24") inches, at alignment changes, and at the beginning of the storm drain system.
- (i) Maximum manhole size and specification shall be in accordance to Table 5:

**TABLE 5. MANHOLE SIZE AND MAXIMUM SPACING**

Pipe Size (Inches)	Maximum Spacing (feet)
18-36	600
42-60	1000
>60	No Limit

**G. CHANNELS:**

The calculations for capacity of channels shall consider the effects of backwater from downstream conditions.

**H. NATURAL CHANNELS:**

- (1) Channels may be left in a natural state if both of the following conditions are met and certified by a licensed engineer in the State of Texas:
  - (i) Channel velocities are less than eight (8) feet per second based on the 100-year design storm.
  - (ii) The flow from the 100-year design storm is contained within the natural channel while allowing one-foot of freeboard.

**I. IMPROVED CHANNELS:**

- (1) If a natural channel is to be replaced by an improved channel, the flow from the 100-year design storm must be contained in the improved channel while allowing for one-foot of freeboard.
- (2) Improved channels shall contain a lined section if the design velocity is greater than six (6) feet per second.
- (3) Lined sections shall be designed in accordance with the adopted TxDOT Hydraulic Manual.



- (4) Lining types such as concrete, rock walls and gabions, may be used upon approval of the Engineering Department.
  - (i) For lined channels, all of the channel bottom and at least the first three (3) feet (vertical height) of the side slopes up from the channel bottom shall be lined, unless otherwise approved by the Engineering Department.
  - (ii) Earthen sides above the lined section (or totally earthen channels) shall be on at least three (3) horizontal to one (1) vertical slope and shall have approved ground cover to prevent erosion.
- (5) Unless shown to be feasible in a soils report sealed by a registered professional engineer in the State of Texas, and approved by the Engineering Department, improved channels show have minimum side slopes of:
  - (i) Three (3) feet horizontal to one (1) foot vertical for earthen, grass-lined side slopes (3:1)
  - (ii) Two (2) feet horizontal to one (1) foot vertical for concrete-lined side slopes (2:1)
- (6) Channels discharging into watercourses shall have the same invert level as the watercourse.

**J. DETENTION PONDS**

- (1) The following requirements and design standards shall apply to detention ponds to the extent they do not conflict with any applicable Federal or State laws or regulations, as amended:
  - (i) The 100-year design storm shall be used to determine the volume of storage required.
  - (ii) Detention facilities shall be designed so that any additional runoff generated by the proposed development will not increase the amount of original discharge for storm frequencies from the 5-year to the 100-year design storm.
- (2) The Unit Hydrograph Method is recommended to determine the volume of runoff storage for drainage areas of any size. For drainage areas less than 200 acres, other methods accepted as standard engineering practice are allowable.
- (3) Any outflow structure which conveys water through the embankment in a conduit shall be designed with reinforced concrete.



- (4) The conduit shall withstand the internal hydraulic pressure without leakage under full external load or settlement and must convey water at the design velocity without damage to the interior surface of the conduit.
- (5) The outflow structure of a detention basin discharging water into any natural stream or unlined channel shall discharge at a non-erosive rate, unless approved erosion protection is provided.
- (6) Detention basins resulting from excavation shall provide positive drainage with a minimum bottom slope of one (1) percent.
- (7) The side grade for any excavated detention basin, which is not a rock, shall not exceed 3:1. Side slopes and bottom shall be protected from erosion with grass or other approved materials.
- (8) Earthen embankments used for water impoundments must be constructed with suitable fill material and be designed based upon geotechnical investigations of the site. Embankments shall be protected from erosion with grass or other approved materials.



**SECTION IV. EASEMENTS**

**A. APPLICATION**

The following requirements for public drainage improvements, channels, and facilities required for any development shall apply

- (1) All public drainage systems and facilities which are not to be included within an existing or proposed public street right-of-way shall be located within easements to be dedicated to the County with adequate access to a public street.
- (2) Prior to acceptance of any public drainage facilities, all easements within which the facilities are located shall be cleared of all buildings, structures, fences, trees, or other obstacles that would interfere with drainage flow and access to the easement.
- (3) The developer shall be responsible for maintenance of drainage easements until the land is sold.
- (4) The landowners shall be responsible for maintenance of drainage easements after the purchase of the property.
- (5) Floodways or floodplains which are necessary to provide for the drainage needs of the development shall be dedicated to the public as a drainage easement to the limits defining the floodway or floodplain.
- (6) Easements for closed drainage systems shall be in accordance with the following minimum standards, unless special circumstances warrant additional or reduced, as determined by Ellis County Engineering.

<b>Pipe Size</b>	<b>Minimum Easement Width</b>
<b>36" and under</b>	<b>15 feet</b>
<b>42" through 54"</b>	<b>20 feet</b>
<b>60" through 66"</b>	<b>25 feet</b>
<b>72" and above</b>	<b>30 feet</b>

- (7) Easements for improved channels shall be provided with sufficient width for maintenance access.
  - (i) Channels having a top width greater than 30-feet and a side slope steeper than 4:1 shall have access roads of 15-feet in width along both sides of the channel unless otherwise approved by Ellis County Engineering.
- (8) Utilities shall not be located within any existing drainage easement, unless it is also designated for utility use.



- (i) No utilities shall be located in any lined channel in such a way as to interfere with maintenance of or access to the channel.
- (9) A drainage easement shall be provided for a required outfall channel or ditch to the point where the flowline matches natural grade.
- (10) To provide for maintenance, a drainage easement shall be provided at least twenty-five (25') feet beyond any outfall headwall.

**B. ELLIS-PRAIRIE SOIL AND WATER CONSERVATION DISTRICT (EPSWCD) AND DALWORTH SOIL AND WATER CONSERVATION DISTRICT (DSWCD)**

The following requirements for any development shall apply when located in close proximity to a Natural Resource Conservation Service (NRCS) Floodwater Retarding Structure in Ellis County.

- (1) If a proposed development is within close proximity, as determined by the Ellis County Engineering Department, to a NRCS floodwater retarding structure, the Department of Development and Engineering Department will defer to the EPSWCD or DSWCD for an impact analysis and letter of approval before issuing a development permit.
- (2) For structures where a potential dam breach inundation area has been established, construction is not recommended.

**EPSWCD Policy on Activities Adjacent to the Floodwater Retarding Structures**

**Purpose**

This policy is for the purpose of addressing requests to modify the size of easement areas adjacent to floodwater retarding structures; and to provide guidance on the handling and consideration of requests for development activities within the easement area, and deviations from District policy.

**Background**

There are 84 floodwater retarding structures in the Ellis-Prairie Soil and Water Conservation District (the "District"). See attached map.

Funding for these structures was authorized by the National Flood Control Act of 1944 (Public Law 534) for the purpose of watershed protection and flood prevention. The U.S. Department of Agriculture – Natural Resources Conservation Service (NRCS), formerly the Soil Conservation Service, oversaw the design and construction.

These structures or "soil conservation lakes" were constructed on private lands through easements obtained by the District. The easements were filed with the Ellis County Clerk's office. These lakes are not federal property and therefore not open to the general public.



As easement holder, the District is responsible for the operation, maintenance and inspection of these floodwater retarding structures. Under an agreement with Ellis County Commissioners Court, the County provides financial support in performing maintenance activities.

As Ellis County continues to grow, the land adjacent to floodwater retarding structures becomes a primary target for residential development, ranchettes, and other special uses that pose a potential hazard to life and property, and may adversely affect the operation of the structure. Developers and potential developers are requesting the District to modify, restrict and reduce easements to the minimum amount feasible while preserving the structure and its function.

Therefore, to protect public safety, ensure the proper function of the structure, maintain the integrity of the easements and to accommodate requests by current and future developers, the District is adopting the following policy relating to all activities within such easements.

### General Policy

- (1) Easement Area – The easement includes the dam, emergency spillway (to the outlet channel), pipe outlet works, sediment pool, flood detention pool (flood easement elevation), ingress/egress and any adjoining land deemed necessary for carrying out operation and maintenance responsibilities. The flood easement elevation is the contour line determined by the emergency spillway crest elevation plus two (2) feet. (Note: This is not the 100-Year floodplain, which is determined by the Federal Emergency Management Agency (FEMA)).
- (2) Ingress/Egress – As specified in the easement, the District is provided and will reserve access for the purpose of inspecting, operating, repairing and maintaining the structure. The minimum width of the access road will be thirty (30) feet. The District will install locks on access gates as needed to protect the landowner's privacy.
- (3) Floodwater Retarding Structure – The dam, emergency spillway, primary spillway/pipe outlet and related appurtenances shall not be modified in any form for any reason without prior written approval of the District and concurrence from the NRCS.
- (4) Fencing – The fence and gates around the dam and emergency spillway are the property of the District. These fences were constructed for grazing management. Any changes or modifications to the existing fences require prior written approval of the District. Property line fences located within the easement are not the responsibility of the District. (Note: The fenced-in area around the dam and emergency spillway is not an indicator of the "easement area".)
- (5) Grazing – Controlled grazing on the dam and emergency spillway is permitted under the following conditions:



- (a) Grazing is regulated so as to maintain a 4-inch stubble height on Bermuda grass, and a 6-inch stubble height on other grasses.
  - (b) Livestock are removed when the soil is extremely wet or dry.
  - (c) Livestock will not be confined and/or fed on dam or emergency spillway.
  - (d) Corrals or pens will not be constructed on the dam or emergency spillway.
- (6) Other Agricultural Uses - Where practical, the dam and emergency spillway may be hayed. Cutting heights will be the same as grazing heights. Haying will be completed by October 1 to allow time for adequate regrowth before the winter. Plowing and planting annual crops such as small grains on the dam and spillway area is prohibited. Over seeding using a no-till drill or similar equipment is permitted.
  - (7) Trafficking – Vehicular travel across the top of dam and spillway areas will be limited to prevent rutting and damage to vegetation. All vehicles, including ATV's, are prohibited on the slopes of the dam and in the emergency spillway area.
  - (8) Water Level – The water level in the structure is controlled by the District. Landowner(s) within the sediment pool (permanent water) wishing to lower the water level must have prior written approval of the District. Other landowners within the sediment pool must be in agreement and submit written concurrence showing unanimous agreement before the District will consider the request.
  - (9) Water Use – All surface water in Texas is owned by the State. The landowner(s) involved in the floodwater retarding structure have the right to use water in the sediment pool for domestic or livestock use. The use of water for commercial agricultural production and other commercial uses is regulated by the Texas Commission on Environmental Quality (TCEQ). Before applying for a state permit, the landowner must first receive written approval from the District to ensure that such activities will have no adverse effect on the structure. Secondly, the landowner(s) having sediment pool must be in unanimous agreement and submit written concurrence to the District.
  - (10) Development – Development is defined as any manmade change to improved or unimproved real estate, including but not limited to, adding buildings or other structures, dredging, filling, grading, paving, excavation, or drilling operations.

The following activities relating to development are prohibited within the easement area:

- (a) Residential construction, and other structures (garages, barns, utility buildings, etc)



- (b) Placement of fill for any reason;
- (c) Installation of dikes, levees or other structures which may reduce the storage capacity of the flood detention pool, decrease the capacity of the flood channel, deflect the flow from the channel or divert natural runoff;
- (d) Construction of buried or above ground utilities on dam or emergency spillway;
- (e) Temporary or permanent placement of objects in the emergency spillway that will reduce or disturb flow (i.e., fences, hay bales, equipment storage, etc.).

In developing watersheds, the District recommends that the minimum finished floor elevation for proposed development areas be one (1) foot above top of dam elevation. All development will comply with the National Flood Insurance Program and be approved by the governmental authority having jurisdiction. To provide a technical basis for development, future development that impacts on, or is impacted by the structure and/or the easement, shall require a detailed engineering study and a final copy provided to the District at the sole expense of the developer. The engineering firm completing the study shall be approved by the District and concurred by the NRCS. All plans for developing land within the easement area must be approved in writing by the District. Refer to the sections "Upstream Development" and "Identification of Easement Area" for guidance on submission and approval of plans.

- (11) Request involving deviations from District Policy – Deviations from District policy will not be permitted unless the following criteria are met:
  - (a) It can clearly be shown by approved procedures that the deviation will not adversely affect conditions either upstream or downstream from the point of deviation; and
  - (b) All owners directly affected by the deviation are in agreement; and
  - (c) The deviation is not in conflict with any other plan or ordinance adopted by any local governing authority having jurisdiction.

Request for deviation must be submitted, in written form, at least twenty-one (21) days prior to the date of the District meeting at which consideration is requested.



### Upstream Development

When residential or commercial development is contemplated on land on which the District holds an easement, the owner shall contact the District to review the plans and the impact on the District's easement. This review should take place as soon as reasonably possible and prior to the tender of any

plats, preliminary or otherwise, to any governmental authority, and prior to the sale of any land or an interest in any land. See "General Policy-Development". If development is feasible, as evidenced by written approval of the District, then the following information will be required and provided at the owner's expense for District approval.

- (a) A survey of the easement area by metes and bounds. See "Identification of Easement Area for guidance of amending easement.
- (b) Two (2) prints of a preliminary plat of the proposed development which must be provided at least twenty-one (21) days prior to the date of the District meeting at which approval of the preliminary plat is requested. The preliminary plat shall include the following information, as applicable:
  - (i) Depiction of the recorded easement showing boundary lines of the easement, and location of the dam, emergency spillway and flood detention pool;
  - (ii) Flood easement elevation contour with flood detention pool shown by shading;
  - (iii) Sediment pool elevation contour (permanent water level);
  - (iv) The 100-year floodplain boundaries and source of information;
  - (v) Top of dam elevation contour (in developing watershed);
  - (vi) Location of utilities, easements and right-of-ways (existing and planned);
  - (vii) Layout of subdivision including streets and lots and any other features relating to the proposed subdivision.

Approval of the preliminary plat does not constitute acceptance of the development, but merely an authorization to proceed with preparation of the final plat. When development activities require County and/or city approval, District approval in writing, shall be obtained prior to submission to the appropriate governing authority. All development will comply with the National Flood Insurance Program.



- (c) The owner will submit two (2) prints of the final plat of the proposed development at least twenty-one (21) days prior to the date of the District meeting at which approval of the final plat is requested.

The final plat shall have all the information required for the preliminary plat plus the following additional information shall be provided:

- (i) A written list of all changes made in the final plat that are different from the preliminary plat;
- (ii) Subdivision restriction, including those imposed by the developer.

**District review and written approval of the final plat must be obtained prior to submission to the County or City.**

After approval, the final plat will be filed with the Ellis County Clerk's Office, and two (2) certified copies of the final plat and accompanying restrictions along with recording information furnished to the District at the owner's expense.

#### Identification of Easement Area

When land on which the District holds an easement is to be developed (residential subdivision, commercial development, etc.), the original easement shall be amended to identify the easement by a metes and bounds description. All expenses incurred will be the sole responsibility of the owner.

The owner shall provide to the District a certificate of title from a title company showing that the title to said property is vested in the owner and a listing of any and all lien holders(s).

A registered public surveyor shall conduct the survey. The District will provide details and limits, specific to the easement to be redefines. The area retained and therein describer will, as a minimum, include the dam, emergency spillway, pipe outlet, sediment pool, flood detention pool (flood easement elevation), ingress/egress and any adjoining lands deemed necessary for carrying out District responsibilities.

Survey field notes and plat will be submitted to the District for examination. The plat will, as a minimum, contain the following information:

- (1) Boundaries of the easement area including call notes (lines, bearings and distances); and the area clearly identified by shading;
- (2) Show location of the dam, emergency spillway, flood easement elevation, as applicable;



- (3) A seal, signature and certification by a surveyor to the effect that the plat correctly represents a survey made by him.

Following written approval of the survey by the District, the owner will have his attorney prepare, for the consideration and possible execution by the District, a partial release that modifies the original easement and that includes:

- (1) The title history of the subject property from the inception of ownership by the Grantor in the original easement;
- (2) A detailed explanation of the changes that not only show the portion of the easement released by also defines and clarifies, by metes and bounds, that portion of the easement to be retained;
- (3) The following statement: "Except as above amended, all other provisions of the original easement shall remain in full force and effect."; and
- (4) A plat of the subject property as outlined above, and identified as "Exhibit A".

Note: A copy of all deeds and/or easements referenced in the conveying document shall accompany said document.

The owner will then submit two (2) original copies of this amendment to the District for final review and approval at least twenty-one days (21) prior to the date of the District meeting at which approval of the amendment is requested.

Following District approval, the District will, at the owner's expense, file the amended easement with the Ellis County Clerk's office. In addition, the owner shall pay the cost of providing the District with a certified copy of said document with recording information.



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

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**SECTION V - IXX**  
**RESERVED**



**SECTION XX.**  
**DEFINITIONS**

**A. APPLICATION**

- (1) For these regulations, the following terms, phrases, words and their derivations shall have the meaning ascribed to them in this section.
- (2) If the terms, phrases, words and their derivations are not located within these set of regulations, it may be located in the County's other associated development regulations.
  - (i) Definitions not expressly prescribed herein are to be construed in one of the following methods as determined by the Department of Development Director to apply a definition that closely applies:
    - (a) In accordance with customary usage in subdivision, planning and engineering practices; or,
    - (b) The most recent edition of Black's Law Dictionary.
  - (ii) Any interpretation shall be addressed by the County Engineer as outlined in Section I (F).

**B. DEFINITIONS**

**Access Ramp**

A route used to provide entry for vehicles and machinery into a channel.

**Access Road**

A route parallel to and at the top of the bank of a channel used for maintenance of channels.

**Base Flood**

The flood having a one percent chance of being equaled or exceeded in any given year.

**Channel**

Any open or closed device for conveying flowing water.

**Drainage Area or Basin**

The land area or catchment area, upon which rainfall contributes runoff to a specific location.

**Drainage Facilities or System**

One or more conduits, channels, ditches, swales, pipes, detention devices, or any other device, work, or improvement, natural or manmade, which is used, designed, or intended to be used to carry, direct, detain, or otherwise control storm water.



### Detention

The storage of storm water runoff for a controlled release during or immediately following the design storm.

### Flood Hazard Boundary Map (FHBM)

An official map issued by the Federal Emergency Management Agency (FEMA), where the areas of special flood hazards have been designated.

### Flood Insurance Rate Map (FIRM)

An official map of a community on which the Federal Emergency Management Agency (FEMA) has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

### Flood Insurance Study

An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

### Floodplain

For purposes of these rules, the floodplain is the area designated as subject to flooding from the base flood (100-year flood) on the Flood Insurance Rate Map. The floodplain includes the floodway when established.

### Floodway

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

### Floodway Fringe

The area located within the floodplain and outside the floodway.

### Freeboard

The vertical distance between the design water surface level and the top of an open conduit left to allow for wave action, flotation debris, or any other condition or emergency without over topping the structure.

### Hydrograph

A graph showing stage, flow, velocity or other properties of water versus time at a given point in a stream or conduit.



Inlet

An opening into a storm drain system for the entrance of surface water runoff.

Inverted Crown Section

A street cross-section usually reserved for alleys, in which the center of the street is lower than the edges so that drainage is carried down the center of the street.

Local Drainage System

Any drainage facility or system which serves an area having a contributory drainage basin of less than a one (1) square mile area.

Off-Site

Located outside the boundary of a development.

On-Site

Located within the boundary of a development.

Pipe

A closed conduit through which water flows.

Positive Drainage

The practice or system of proper grading to direct runoff away from structures and to prevent ponding.

Positive Overflow

Refers to when inlets do not function properly or the design capacity of a conduit is exceeded, the excess flow can be conveyed overland along a road, alley, or special drainage easement.

Soffit

Inside top of a pipe.

Time of Concentration

The estimated time, in minutes, required for storm water runoff to flow from the most hydraulically remote section of the drainage area to a specific design point.



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

A NEW AND UPDATED SET OF DEVELOPMENT REGULATIONS ENTITLED  
ELLIS COUNTY QUALITY GROWTH INITIATIVES –  
VOLUME III (STANDARD CONSTRUCTION DETAILS);

On this the 4th day of December 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 REPLACE ORDER NO. 192.02, AS AMENDED, THE EXISTING RULES, REGULATIONS, AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED HOMES IN ITS ENTIRETY AND WITH A NEW AND UPDATED SET OF DEVELOPMENT REGULATIONS ENTITLED ELLIS COUNTY QUALITY GROWTH INITIATIVES – VOLUME III (STANDARD CONSTRUCTION DETAILS); 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.** The approved amendments for the County of Ellis Rules, Regulations, and Specifications for Subdivision and Manufactured Homes are amended to read as follows and found in Exhibit A:



**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 one (1) day from and after the date of its passage, December 5, 2018, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 4<sup>TH</sup> DAY OF DECEMBER, 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



**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)

**EXHIBIT A - VOLUME III (STANDARD CONSTRUCTION DETAILS);**

**RESERVED FOR FUTURE USE**

# S K Septic Service

P.O. Box 217  
Midlothian, Texas 76065  
Phone 972/723-0225  
Fax 972/723-5636

**BILL TO:**  
Ellis County Juvenile Probation  
2272 FM 878  
Waxahachie, TX

**INVOICE NUMBER** 82218-9  
**JOB DESCRIPTION** Septic Repair  
**DATE** 11/9/18  
**TERMS** Due upon receipt  
All invoices accrue  
1.5% (18% / year)  
finance charge

**SERVICE FOR:**  
same

DATE	SERVICE DESCRIPTION	NO.	RATE	AMOUNT
11/9/18	One year continuing service policy	1	600.00	600.00

Thank you!

**MAKE CHECKS PAYABLE TO:**  
S K Septic Service

**TOTAL DUE** \$600.00

# S K Septic Services

P.O. Box 217  
Midlothian, Texas 76065  
Office 972/723-0225  
Fax 972/723-5636



## ONE YEAR CONTINUING SERVICE POLICY

Permit/Application # \_\_\_\_\_ Cost For Policy \$300.00  
Date \_\_\_\_\_

Our firm, SK Septic Services, will inspect your Aerobic Septic System for ONE YEAR from the date of this contract. There will be twelve (12) inspections made throughout the year, one every month. If more inspections are requested, there will be an additional charge.

Effluent quality inspection will include a visual inspection for color, turbidity, sludge built-up, scum overflow and odor. Mechanical and electrical inspections and services include inspecting aerator, air filter, and alarm panel. Replacing or repairing any component not found to be functioning correctly will be an additional charge.

Upon expiration of this policy, our firm will offer a continuing service policy on a yearly basis to cover labor for normal maintenance and service on a year by year basis.

Violations include shutting off the electric current to the system, disconnecting the alarm system, restricting ventilation to the aerator, overloading the system above its rated capacity, or introducing excessive amounts of harmful matter into the system, or any other form of unusual abuse.

Grab samples and chlorine added as needed for an additional charge. Property owner is responsible for keeping chlorine in chlorinator.

### THIS POLICY DOES NOT INCLUDE PUMPING SLUDGE FROM UNIT IF NECESSARY

Maintenance Provider Lic.#MP0000091  
S K Septic Services  
P.O. Box 217  
Midlothian, Texas 76065

Property Owner

Ellis County Juvenile Prob#2  
2272 FM 878  
Waxahachie, Tx

Policy Beginning Date \_\_\_\_\_  
Policy Expiration Date \_\_\_\_\_

Phone # \_\_\_\_\_

By signatures of the parties herein, this policy is agreed to and accepted.

S K Septic Services

Property Owners

Sid Muykendall



Axon Enterprise, Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
 PHOENIX, AZ 85038-9661  
 Ph (480) 991-0797  
 Fax: (480) 991-0791  
 AR@axon.com  
 www.axon.com

RECEIVED  
 NOV 16 2018  
 COUNTY JUDGE

# Invoice

2.5

Invoice No SI-1559277  
 Invoice Date 31-Oct-18  
 Payment Term Net 30  
 Payment Due Date 30-Nov-18  
 Sales Order SO180413146  
 Customer account 315247  
 Purchase Order YEAR 2 BILLING

*[Signature]*  
 Reviewed & Approved  
 by Sheriff

**BILL TO:**

ELLIS CO SHERIFF'S OFFICE  
 300 S JACKSON ST  
 WAXAHACHIE, TX 75165  
 USA

**SHIP TO:**

ELLIS CO SHERIFF'S OFFICE  
 300 S JACKSON ST  
 WAXAHACHIE, TX 75165  
 USA

Item number	Description	Quantity	Unit price	(USD)Amount
80013	BASIC EVIDENCE.COM LICENSE YEAR 2 PAYMENT	40	90.00	3,600.00
85110	EVIDENCE COM INCLUDED STORAGE	400	0.00	0.00
85732	FLEET UNLIMITED PACKAGE YEAR 2 PAYMENT	13	1,188.00	15,444.00
85732	FLEET UNLIMITED PACKAGE YEAR 2 PAYMENT	27	1,188.00	32,076.00

Invoice Total	51,120.00
Shipping	0.00
Sales Tax	0.00
Total	51,120.00
Amount Received	0.00
<b>BALANCE DUE</b>	<b>USD 51,120.00</b>

Please see <https://www.axon.com/legal/sales-terms-and-conditions> for all sales terms and conditions

Susan,  
 This is coming out of the County Judge line item for Law Enforcement Camera's. It will require the Judge to sign as approver. I did have the Sheriff initial it has been Reviewed and Approved by him.  
 Debra

001-0140-50988-00000-000  
 Approved By: *[Signature]*  
 Date: \_\_\_\_\_



Axon Enterprise, Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
 PHOENIX, AZ 85038 9661  
 Ph: (480) 991-0797  
 Fax: (480) 991-0791  
 AR@axon.com  
 www.axon.com

# Invoice

Invoice No SI-1559277  
 Invoice Date 31-Oct-18  
 Payment Term Net 30  
 Payment Due Date 30-Nov-18  
 Sales Order SO180413146  
 Customer account 315247  
 Purchase Order YEAR 2 BILLING

**RETURN THIS PORTION WITH YOUR PAYMENT**

ELLIS CO SHERIFF'S OFFICE  
 300 S JACKSON ST  
 WAXAHACHIE, TX 75165  
 USA

BALANCE DUE 51,120.00  
 Currency USD

**For ACH Payments:(Preferred Method)**

Account Name Axon Enterprise, Inc.  
 Account Number 634912729  
 Bank Routing/Transit 122100024  
 Reference Number SI-1559277

**For Wire Transfers:**

Beneficiary Axon Enterprise, Inc.  
 Account Number 634912729  
 Bank Routing/Transit 021000021  
 SWIFT Code CHASUS33  
 Reference Number SI-1559277

**For Lockbox Payments Mail To:**

Axon Enterprise, Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
 PHOENIX, AZ 85038-9661  
 Reference Number SI-1559277

Please reference the invoice number on your ACH, Wire or Check payment

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire transfer

End

3.2

**STATEMENT OF FINANCIAL POSITION**  
**AUGUST 31, 2018**

**CSCD:**

**ASSETS**

CASH	<u>688,427.53</u>	
ACCOUNTS RECEIVABLE		
Supervision Fees	<u>\$ 118,752.73</u>	
Due from CJAD	<u>                    </u>	
Other	<u>\$ -</u>	
<b>TOTAL ASSETS</b>		<u><b>\$ 807,180.26</b></u>

**LIABILITIES**

ACCOUNTS PAYABLE		
Basic Supervision	<u>45,960.32</u>	
Community Corrections	<u>4,254.35</u>	
Diversion Programs	<u>                    </u>	
TAIP	<u>                    </u>	
<b>TOTAL LIABILITIES</b>		<u><b>\$ 50,214.67</b></u>

**FUND BALANCES**

Basic Supervision	<u>756,965.59</u>	
Community Corrections	<u>-</u>	
Diversion Programs	<u>-</u>	
TAIP	<u>                    </u>	
<b>TOTAL FUND BALANCES</b>		<u><b>\$ 756,965.59</b></u>

<b>TOTAL FUND BALANCES AND LIABILITIES</b>	<u><b>\$ 807,180.26</b></u>
	<u><b>\$ -</b></u>


11/20/18

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CSCD Director/Grant Recipient (signature)
DATE


11/14/18

---

Fiscal Officer (signature)
DATE

**ELLIS COUNTY CSCD**  
**Income Statement by Fund**  
**For the Period Ending August 31, 2018**

FUND 007: ADULT PROBATION

Account Number	Account Name	Original Budget	Revised Budget	Current Period to Date Actual	Current Year to Date Actual	Available Budget	Percent of Budget Remaining
<b>REVENUES</b>							
007-0800-40002-00000-000	INTEREST	\$ 5,000.00	\$ 10,000.00	\$ 16,129.53	\$ 16,129.53	\$ (6,129.53)	(61.30%)
007-0800-40003-00000-000	MISC REIMBURSEMENTS	1,583.00	73,000.00	83,935.67	83,935.67	(10,935.67)	(14.98%)
007-0800-40059-00000-000	STATE FUNDING	489,568.00	489,568.00	489,568.00	489,568.00	0.00	0.00%
007-0800-40604-00000-000	PROBATION FEES	1,320,000.00	1,152,000.00	1,223,150.67	1,223,150.67	(71,150.67)	(6.18%)
007-0800-40618-00000-000	COMPTROLLER RESTITUTION FEE	0.00	0.00	2,498.00	2,498.00	(2,498.00)	0.00%
007-0800-40649-00000-000	FUND BALANCE CARRYOVER	500,000.00	532,498.00	0.00	0.00	532,498.00	100.00%
007-0800-40942-00000-000	SAFPF PAYMENTS	14,000.00	14,000.00	7,122.50	7,122.50	6,877.50	49.12%
007-0800-40943-00000-000	PAYMENTS BY PROGRAM PARTICIPANTS	33,000.00	100,000.00	127,467.04	127,467.04	(27,467.04)	(27.47%)
Total Revenues		\$2,363,151.00	\$2,371,066.00	\$1,949,871.41	\$1,949,871.41	\$ 421,194.59	17.76%
<b>EXPENDITURES</b>							
007-0800-50502-00000-000	SALARIES	\$1,415,820.00	\$1,415,820.00	\$1,330,341.23	\$1,330,341.23	\$ 85,478.77	6.04%
007-0800-50505-00000-000	LONGEVITY	0.00	0.00	6,100.00	6,100.00	(6,100.00)	0.00%



007-0800-50835-00000-000	TRAINING/EDUCATION	4,611.00	4,611.00	1,295.00	1,295.00	3,316.00	71.91%
007-0800-50862-00000-000	FISCAL SERVICE FEE	3,672.00	3,672.00	3,672.00	3,672.00	0.00	0.00%
007-0800-50868-00000-000	CONTRACT SERVICES	44,800.00	44,800.00	30,873.00	30,873.00	13,927.00	31.09%
007-0800-50869-00000-000	PROFESSIONAL FEE	390.00	390.00	400.00	400.00	(10.00)	(2.56%)
Total Expenditures		\$2,363,151.00	\$2,371,066.00	\$1,725,404.31	\$1,725,404.31	\$ 645,661.69	27.23%
Excess (Deficiency) of Revenues over Expenditures		\$ 0.00	\$ 0.00	\$ 224,467.10	\$ 224,467.10	\$(224,467.10)	0.00%

FUND 045: SPECIALIZED CASELOAD PROG & IN

Account Number	Account Name	Original Budget	Revised Budget	Current Period to Date Actual	Current Year to Date Actual	Available Budget	Percent of Budget Remaining
REVENUES							
045-0945-40059-00000-000	STATE FUNDING	\$ 237,752.00	\$ 237,752.00	\$ 237,752.00	\$ 237,752.00	\$ 0.00	0.00%
Total Revenues		\$ 237,752.00	\$ 237,752.00	\$ 237,752.00	\$ 237,752.00	\$ 0.00	0.00%
EXPENDITURES							
045-0945-50502-00000-000	SALARIES	\$ 181,600.00	\$ 181,600.00	\$ 180,212.69	\$ 180,212.69	\$ 1,387.31	0.76%
045-0945-50553-00000-000	SOCIAL SECURITY	13,893.00	13,893.00	13,222.19	13,222.19	670.81	4.83%
045-0945-50554-00000-000	RETIREMENT	19,558.00	19,558.00	20,469.17	20,469.17	(911.17)	(4.66%)
045-0945-50556-00000-000	UNEMPLOYMENT	1,453.00	1,453.00	1,141.59	1,141.59	311.41	21.43%
045-0945-50801-00000-000	SUPPLIES/OPERATING EXPENSES	21,248.00	21,248.00	22,706.36	22,706.36	(1,458.36)	(6.86%)

000

Total Expenditures

\$ 237,752.00	\$ 237,752.00	\$ 237,752.00	\$ 237,752.00	\$	0.00	0.00%
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FUND 050: CIVIL SUPERVISION FEES

Account Number	Account Name	Original Budget	Revised Budget	Current Period to Date Actual	Current Year to Date Actual	Available Budget	Percent of Budget Remaining
<b>REVENUES</b>							
050-0950-40002-00000-000	INTEREST	\$ 0.00	\$ 0.00	\$ 449.46	\$ 449.46	\$ (449.46)	0.00%
050-0950-40984-00000-000	CIVIL SUPERVISION FEES (BONDS)	0.00	0.00	16,727.61	16,727.61	(16,727.61)	0.00%
<b>Total Revenues</b>		\$ 0.00	\$ 0.00	\$ 17,177.07	\$ 17,177.07	\$ (17,177.07)	0.00%
<b>EXPENDITURES</b>							
<b>Excess (Deficiency) of Revenues over Expenditures</b>		\$ 0.00	\$ 0.00	\$ 17,177.07	\$ 17,177.07	\$ (17,177.07)	0.00%

FUND 098: PAYROLL CLEARING FUND

Account Number	Account Name	Original Budget	Revised Budget	Current Period to Date Actual	Current Year to Date Actual	Available Budget	Percent of Budget Remaining
<b>REVENUES</b>							
<b>EXPENDITURES</b>							

**ELLIS COUNTY, TEXAS**  
**Income Statement by Fund**  
**For the Period Ending August 31, 2018**

FUND 008: JUVENILE PROBATION

Account Number	Account Name	Original Budget	Revised Budget	Current Period to Date Actual	Current Year to Date Actual	Available Budget	Percent of Budget Remaining
<b>REVENUES</b>							
008-0850-40002-00000-000	INTEREST	\$ 0.00	\$ 0.00	\$ 21,897.17	\$ 21,897.17	\$(21,897.17)	0.00%
008-0850-40059-00000-000	STATE FUNDING GRANT A	645,893.00	645,893.00	645,893.00	645,893.00	0.00	0.00%
008-0850-40604-00000-000	JUVENILE PROBATION FEES	0.00	0.00	10,556.68	10,556.68	(10,556.68)	0.00%
008-0850-40845-00000-000	GPS ELECTRONIC MONITOR REIMB FEE	0.00	0.00	1,213.75	1,213.75	(1,213.75)	0.00%
008-0850-40878-00000-000	RESIDENTIAL PLACEMENT REIMB FEE	0.00	0.00	13,935.00	13,935.00	(13,935.00)	0.00%
008-0850-40896-00000-000	POLYGRAPH TESTING REIMB FEE	0.00	0.00	10,610.00	10,610.00	(10,610.00)	0.00%
008-0850-40897-00000-000	DRUG TESTING REIMB FEE	0.00	0.00	1,691.25	1,691.25	(1,691.25)	0.00%
008-0880-40059-00000-000	STATE FUNDING	0.00	12,769.00	12,769.00	12,769.00	0.00	0.00%
008-0925-40059-00000-000	STATE FUNDING GRANT S	144,000.00	144,000.00	144,000.00	144,000.00	0.00	0.00%
<b>Total Revenues</b>		<b>\$789,893.00</b>	<b>\$802,662.00</b>	<b>\$862,565.85</b>	<b>\$862,565.85</b>	<b>\$(59,903.85)</b>	<b>(7.46%)</b>
<b>EXPENDITURES</b>							
008-0850-50502-00000-000	SALARIES	\$229,817.00	\$229,817.00	\$229,817.00	\$229,817.00	\$ 0.00	0.00%
008-0855-50502-00000-000	SALARIES	13,239.00	19,530.00	19,530.00	19,530.00	0.00	0.00%
008-0855-50875-00000-000	COMMUNITY BASED EXTERNAL CONTRACTS	140,871.00	134,580.00	134,580.00	134,580.00	0.00	0.00%
008-0860-50875-00000-000	EXT CONT. POST ADJ - NON SECURE - PA	150,000.00	150,000.00	150,000.00	150,000.00	0.00	0.00%
008-0865-50875-00000-000	EXT CONT. PRE ADJ - SECURE - PA	46,699.00	46,699.00	46,699.00	46,699.00	0.00	0.00%

5.2

008-0870-50864-00000-000	EXT CONT. POST ADJ - NON SECURE - MH	32,633.00	9,600.00	9,600.00	9,600.00	0.00	0.00%
008-0870-50865-00000-000	INTER-COUNTY PRE ADJ - MH	0.00	27,600.00	27,600.00	27,600.00	0.00	0.00%
008-0870-50930-00000-000	EXT CONT. RESIDENTIAL PLACEMENT- MH	0.00	25,617.00	25,617.00	25,617.00	0.00	0.00%
008-0870-50931-00000-000	EXT CONT. POST ADJ - SECURE - MH	32,634.00	2,450.00	2,450.00	2,450.00	0.00	0.00%
008-0880-50835-00000-000	TRAVEL/TRAINING	0.00	6,600.00	6,600.00	6,600.00	0.00	0.00%
008-0880-50888-00000-000	COMPUTER EXPENSE	0.00	6,169.00	6,169.00	6,169.00	0.00	0.00%
008-0885-50868-00000-000	CONTRACT SERVICES	144,000.00	144,000.00	144,000.00	144,000.00	0.00	0.00%
Total Expenditures		\$789,893.00	\$802,662.00	\$802,662.00	\$802,662.00	\$ 0.00	0.00%
Excess (Deficiency) of Revenues over Expenditures		\$ 0.00	\$ 0.00	\$ 59,903.85	\$ 59,903.85	\$(59,903.85)	0.00%

**ELLIS COUNTY, TEXAS**  
**Expenditure Statement by Fund**

**For the Period October 1, 2017 through September 30, 2018**

FUND 001: GENERAL FUND

DEPT 0420: JUVENILE SERVICES

Account Number	Account Name	CYTD Original Budget	CYTD Revised Budget	P-T-D Expenditures	Y-T-D Expenditures	ITD Encumbrances	Available Budget	CYTD Percent of Budget Remaining
<b>EXPENDITURES</b>								
001-0420-50501-00000-000	COMMISSION BOARD SALARIES	71,367.00	71,367.00	<u>64,426.05</u>	<u>64,426.05</u>	<u>0.00</u>	6,940.95	9.73%
001-0420-50502-00000-000	FULL TIME SALARIES	385,745.00	340,000.00	<u>222,759.29</u>	<u>222,759.29</u>	<u>0.00</u>	117,240.71	34.48%
001-0420-50505-00000-000	LONGEVITY	900.00	0.00	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00	0.00%
001-0420-50550-00000-000	HOSPITALIZATION/HEALTH	127,200.00	127,200.00	<u>127,200.00</u>	<u>127,200.00</u>	<u>0.00</u>	0.00	0.00%
001-0420-50553-00000-000	SOCIAL SECURITY	53,563.00	53,563.00	<u>36,498.13</u>	<u>36,498.13</u>	<u>0.00</u>	17,064.87	31.86%
001-0420-50554-00000-000	RETIREMENT	78,489.00	78,489.00	<u>55,641.48</u>	<u>55,641.48</u>	<u>0.00</u>	22,847.52	29.11%
001-0420-50601-00000-000	TRAVEL REIMB	21,600.00	21,600.00	<u>10,396.88</u>	<u>10,396.88</u>	<u>0.00</u>	11,203.12	51.87%
001-0420-	TELEPHONE	9,000.00	10,000.00	<u>9,053.85</u>	<u>9,053.85</u>	<u>0.00</u>	946.15	9.46%



001-0420-50889-00000-000	TRANSPORT EXPENSE	2,500.00	150.00	<u>132.00</u>	<u>132.00</u>	<u>0.00</u>	18.00	12.00%
001-0420-50891-00000-000	FLEET EXPENSES	10,200.00	10,200.00	<u>5,727.89</u>	<u>5,727.89</u>	<u>0.00</u>	4,472.11	43.84%
001-0420-50892-00000-000	FACILITIES OPERATION	6,500.00	5,500.00	<u>1,685.72</u>	<u>1,685.72</u>	<u>0.00</u>	3,814.28	69.35%
001-0420-50893-00000-000	DETENTION PROVISIONS	8,000.00	0.00	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00	0.00%
001-0420-50894-00000-000	SECURE RESIDENTIAL	207,500.00	194,480.00	<u>194,477.50</u>	<u>194,477.50</u>	<u>0.00</u>	2.50	0.00%
001-0420-50895-00000-000	JUV. VOCATIONAL/EDUCATION TRAINING	35,000.00	18,900.00	<u>23,940.00</u>	<u>23,940.00</u>	<u>0.00</u>	(5,040.00)	(26.67%)
001-0420-50896-00000-000	SEX OFFENDER SERVICES	10,000.00	16,500.00	<u>16,300.00</u>	<u>16,300.00</u>	<u>0.00</u>	200.00	1.21%
001-0420-50897-00000-000	SUBSTANCE ABUSE SERVICES	45,000.00	30,000.00	<u>26,057.02</u>	<u>26,057.02</u>	<u>0.00</u>	3,942.98	13.14%
001-0420-50898-00000-000	INDIVIDUAL/FAMILY COUNSELING	20,012.00	24,983.00	<u>24,885.00</u>	<u>24,885.00</u>	<u>0.00</u>	98.00	0.39%
001-0420-50899-00000-000	OTHER PROGRAMS & GROUPS	30,000.00	30,000.00	<u>32,840.00</u>	<u>32,840.00</u>	<u>0.00</u>	(2,840.00)	(9.47%)
Total Expenditures		\$1,588,300.00	\$1,568,800.00	\$1,379,125.36	\$1,379,125.36	\$ 3,269.28	\$186,405.36	11.88%
Total for DEPT 0420: JUVENILE SERVICES		\$1,588,300.00	\$1,568,800.00	\$1,379,125.36	\$1,379,125.36	\$ 3,269.28	\$186,405.36	11.88%

DEPT 0421: JUVENILE DETENTION HOLDOVER

Account Number	Account Name	CYTD Original Budget	CYTD Revised Budget	P-T-D Expenditures	Y-T-D Expenditures	ITD Encumbrances	Available Budget	CYTD Percent of Budget Remaining
<b>EXPENDITURES</b>								
001-0421-50502-00000-000	PART-TIME DETENTION PERSONNEL	\$ 178,300.00	\$ 178,300.00	\$ 157,523.61	\$ 157,523.61	\$ 0.00	\$ 20,776.39	11.65%
001-0421-50550-00000-000	HOSPITALIZATION/HEALTH	10,600.00	10,600.00	10,600.00	10,600.00	0.00	0.00	0.00%
001-0421-50553-00000-000	SOCIAL SECURITY	13,640.00	13,640.00	11,967.05	11,967.05	0.00	1,672.95	12.27%
001-0421-50554-00000-000	RETIREMENT	19,987.00	19,987.00	7,135.00	7,135.00	0.00	12,852.00	64.30%
001-0421-50703-00000-000	TELEPHONE	0.00	1,500.00	1,012.32	1,012.32	0.00	487.68	32.51%
001-0421-50801-00000-000	SUPPLIES	0.00	3,500.00	2,151.09	2,151.09	0.00	1,348.91	38.54%
001-0421-50807-00000-000	GENERAL MISC	0.00	1,500.00	1,455.13	1,455.13	0.00	44.87	2.99%
001-0421-50835-00000-000	EDUCATION/TRAINING	0.00	2,000.00	1,418.10	1,418.10	0.00	581.90	29.10%
001-0421-50889-00000-000	TRANSPORATION/GAS	0.00	2,000.00	449.93	449.93	0.00	1,550.07	77.50%
001-0421-	FACILITIES OPERATION	0.00	1,000.00	122.95	122.95	0.00	877.05	87.70%

50892-00000-000									
001-0421-50893-00000-000	DETENTION PROVISION	0.00	8,000.00	5,264.01	5,264.01	0.00	2,735.99	34.20%	
<b>Total Expenditures</b>									
Total for DEPT 0421: JUVENILE DETENTION		\$ 222,527.00	\$ 242,027.00	\$ 199,099.19	\$ 199,099.19	\$	\$ 42,927.81	17.74%	
HOLDOVER		\$ 222,527.00	\$ 242,027.00	\$ 199,099.19	\$ 199,099.19	\$	\$ 42,927.81	17.74%	

307



TO Ellis County  
Teral Crawford  
109 South Jackson  
Waxahachie, TX 75165  
(972) 825-5018  
teral.crawford@co.ellis.tx.us

DATE 11/15/2018  
QUOTE 51717-JP

CONTACT Traci Thurwalker  
800.213.8175 x803 toll-free  
281.543.9214 office  
traci@solidborder.com

PLEASE SEND PURCHASE ORDER  
BY EMAIL orders@solidborder.com  
BY FAX 800.887.9974



PREMIER SECURITY PARTNER

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	PAN-PA-3220	Palo Alto Networks PA-3220 with redundant AC power supplies	1	\$18,000.00	\$12,420.00	\$12,420.00
2	PAN-PA-3220-TP-3YR	Threat prevention subscription 3-year prepaid, PA-3220	1	\$8,650.00	\$6,314.00	\$6,314.00
3	PAN-PA-3220-URL4-3YR	PANDB URL filtering subscription 3-year prepaid, PA-3220	1	\$8,650.00	\$6,314.00	\$6,314.00
4	PAN-PA-3220-WF-3YR	WildFire subscription 3-year prepaid, PA-3220	1	\$8,650.00	\$6,314.00	\$6,314.00
5	PAN-SVC-4HR-3220-3YR	4-Hour Premium support 3-year prepaid, PA-3220	1	\$9,075.00	\$8,530.00	\$8,530.00
6	PAN-PA-3220-OSS	On-Site Spare Palo Alto Networks PA-3220 with redundant AC power supplies	1	\$18,000.00	\$6,392.00	\$6,392.00
7	PAN-SFP-PLUS-SR	SFP+ form factor, SR 10Gb optical transceiver, short reach 300m, OM3 MMF, duplex LC, IEEE 802.3ae 10GBASE-SR compliant	1	\$1,500.00	\$1,035.00	\$1,035.00
8	PAN-PA-2RU-RACK4	Palo Alto Networks PA-3220, PA-3250, and PA-3260 4 post rack mount kit	1	\$150.00	\$103.00	\$103.00
9	PAN-PA-220	Palo Alto Networks PA-220	2	\$1,000.00	\$690.00	\$1,380.00
10	PAN-PA-220-TP-3YR	Threat prevention subscription 3-year prepaid, PA-220	2	\$480.00	\$350.00	\$700.00
11	PAN-PA-220-URL4-3YR	PANDB URL filtering subscription 3-year prepaid, PA-220	2	\$480.00	\$350.00	\$700.00
12	PAN-PA-220-WF-3YR	WildFire subscription 3-year prepaid, PA-220	2	\$480.00	\$350.00	\$700.00
13	PAN-SVC-PREM-220-3YR	Premium support 3-year prepaid, PA-220	2	\$380.00	\$357.00	\$714.00
14	PAN-PA-220-PWR-AC	AC power adapter for PA-220	2	\$100.00	\$69.00	\$138.00
15	PAN-M-200	Palo Alto Networks M-200, 16TB RAID storage (4 8TB RAID certified drives preinstalled). Rack mount rails included.	1	\$22,500.00	\$15,525.00	\$15,525.00
16	PAN-M-200-P-25	Panorama central management software license, 25 devices or log collector for the M-200	1	\$10,000.00	\$7,300.00	\$7,300.00
17	PAN-SVC-PREM-M-200-P-25-3Y	Premium support 3-year prepaid, Panorama M-200 25 devices or log collector	1	\$12,350.00	\$11,609.00	\$11,609.00
18	PAN-TRAPS-A-3YR	Traps Advanced Endpoint Protection for agents, tier A, 3-year, includes Premium Support	400	\$96.00	\$33.22	\$13,288.00

19	SB-ONSITE-1	Onsite Services with Solid Border Engineer, 8 Hours. Support and configuration for Palo Alto Networks. Price includes travel & expenses.	2	\$3 000.00	\$1,800.00	\$3 600.00
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STATE CONTRACT DIR-TSO-4095  
 Include this contract number on all Purchase Orders

SHIPPING	INCLUDED
SUBTOTAL	\$103,076.00
SALES TAX (8.25%)	\$0.00
<b>TOTAL</b>	<b>\$103,076.00</b>

QUOTE EXPIRES 12/15/2018  
 PAYMENT TERMS 30 days  
 Credit cards not accepted  
 EMPLOYER ID # EIN # 33-1009121  
 REMIT TO SOLID BORDER, INC  
 1806 TURNMILL ST  
 SAN ANTONIO, TX 78248

[SOLIDBORDER.COM](http://SOLIDBORDER.COM)  
 PROTECT YOUR NETWORK  
 HUB // DIR // BUYBOARD

**INTERLOCAL COOPERATION CONTRACT  
BETWEEN  
COUNTY OF ELLIS AND FERRIS ISD**

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

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

**WHEREAS,** the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to FERRIS ISD goods and services.
- B) The FERRIS ISD (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from **January 1, 2019 to December 31, 2019.**
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
  - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
  - 2) That the payment and penalty provisions set out in Section 791.014 (c) and

(d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

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

EXECUTED in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
COUNTY JUDGE,  
ELLIS COUNTY, TEXAS

Attest:

\_\_\_\_\_  
Ellis County Clerk

  
\_\_\_\_\_  
Superintendent  
FERRIS ISD

Attest:

  
\_\_\_\_\_  
Secretary

**INTERLOCAL COOPERATION CONTRACT  
BETWEEN  
COUNTY OF ELLIS AND PALMER ISD**

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

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

**WHEREAS,** the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to PALMER ISD goods and services.
- B) The PALMER ISD (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from **January 1, 2019 to December 31, 2019.**
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
  - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
  - 2) That the payment and penalty provisions set out in Section 791.014 (c) and

(d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

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

EXECUTED in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

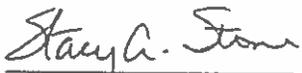
\_\_\_\_\_  
COUNTY JUDGE,  
ELLIS COUNTY, TEXAS

Attest:

\_\_\_\_\_  
Ellis County Clerk

  
\_\_\_\_\_  
Superintendent  
PALMER ISD

Attest:

  
\_\_\_\_\_  
Secretary

3.7

**INTERLOCAL COOPERATION CONTRACT  
BETWEEN  
COUNTY OF ELLIS AND CITY OF PECAN HILL**

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

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

**WHEREAS,** the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to CITY OF PECAN HILL goods and services.
- B) The CITY OF PECAN HILL (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from **January 1, 2019 to December 31, 2019.**
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
  - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and

2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

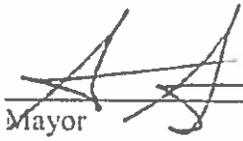
F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
COUNTY JUDGE.  
ELLIS COUNTY, TEXAS

Attest:

\_\_\_\_\_  
Ellis County Clerk

  
\_\_\_\_\_  
Mayor  
CITY OF PECAN HILL

Attest:

  
Secretary

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

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

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

**WHEREAS,** the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to CITY OF FERRIS goods and services.
- B) The CITY OF FERRIS (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2019 to December 31, 2019.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
  - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
  - 2) That the payment and penalty provisions set out in Section 791.014 (c) and

(d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

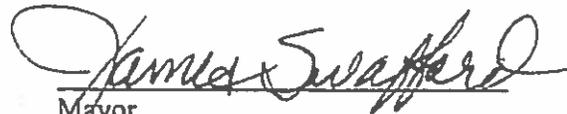
F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
COUNTY JUDGE,  
ELLIS COUNTY, TEXAS

Attest:

\_\_\_\_\_  
Ellis County Clerk

  
\_\_\_\_\_  
Mayor  
CITY OF FERRIS

Attest:

  
\_\_\_\_\_  
Secretary



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2 AMENDMENT MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION PURCHASE REQ NO		5 PROJECT NO (If applicable)	
	31-Oct-2018	W45XMA71281271			
6 ISSUED BY	CODE	7 ADMINISTERED BY (If other than item 6)		CODE	
US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT 819 TAYLOR ST, ROOM 2A17 FORT WORTH TX 76102-0300	W9126G	See Item 6			
8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			9A AMENDMENT OF SOLICITATION NO		
ELLIS COUNTY OF CAPT. CHUCK LAUBACH 101 W MAIN ST STE 104 WAXAHACHIE TX 75165-0405					
			9B DATED (SEE ITEM 11)		
			X 10A MOD OF CONTRACT/ORDER NO W9126G-17-P-0137		
CODE 4AJA8			FACILITY CODE		
			X 11-May-2017		
11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted. or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12 ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
13 THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO AS DESCRIBED IN ITEM 14					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-4, Changes					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Modification Control Number: n2prmpkyf19154 The purpose of this modification is to de-obligate \$1596.70 from Bardwell ILE Contract, as a result of Law Enforcement Officers not patrolling all of the estimated hours for the summer of 2017. The shorter patrol hours resulted in a de-obligation of \$1596.70. All other terms and conditions remain unchanged. "Only a warranted Contracting Officer (either a Procuring Officer (PCO), or an Administrative Contracting Officer (ACO)), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of a contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of a contract, do not proceed with the change and immediately notify the contracting Officer." POC for this action is Khadijah Y. Freeman and can be reached by phone at (817)886-1474, or by email at Khadijah.Y.Freeman2@usace.army.mil.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL _____ EMAIL _____		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.2-43

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$1,596.70 from \$20,760.22 to \$19,163.52.

CLIN 0001:

AA: 096 NA X 2017 3123 000 0000 CCS: 2102D5C1KM2 2017 082455 00093096412 2510 2KHHK9 (CIN W45XMA712812710001) was decreased by \$1,596.70 from \$20,760.22 to \$19,163.52

(End of Summary of Changes)

RECEIVED  
ELLIS COUNTY  
SHERIFF'S OFFICE  
2018 NOV 19 PM 2:19



**Axon Enterprise, Inc.**  
 17800 N 85th St  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

Q-167911-43430.669CM

Issued: 11/26/2018

Quote Expiration: 12/15/2018

Account Number: 315247

Start Date: 01/01/2019

Payment Terms: Net 30

Delivery Method: Fedex - Ground

**SALES REPRESENTATIVE**

Paul Strozier

Phone:

Email: pstrozier@axon.com

Fax:

**PRIMARY CONTACT**

Chris Hamilton

Phone: (972) 825-4901

Email: chris.hamilton@co.ellis.tx.us

**SHIP TO**

Chris Hamilton  
 Ellis County Sheriff's Office - TX  
 300 S. JACKSON ST.  
 WAXAHACHIE, TX 75165  
 US

**BILL TO**

Ellis County Sheriff's Office - TX  
 300 S. JACKSON ST.  
 WAXAHACHIE, TX 75165  
 US

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	216.00	2,160.00
80012	BASIC EVIDENCE.COM LICENSE YEAR 1 PAYMENT	71	180.00	180.00	12,780.00
85110	EVIDENCE.COM INCLUDED STORAGE	710	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE YEAR 1 PAYMENT	11	468.00	468.00	5,148.00
85110	EVIDENCE.COM INCLUDED STORAGE	330	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	73	240.00	204.00	14,892.00
85035	EVIDENCE.COM STORAGE	7,300	0.75	0.75	5,475.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	13	36.00	36.00	468.00
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	73	499.00	99.75	7,281.75
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	73	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	73	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2 5MM	73	0.00	0.00	0.00
73004	WALL CHARGER, USB SYNC CABLE, FLEX	75	0.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	10	1,495.00	1,495.00	14,950.00
11509	BELT CLIP, RAPIDLOCK	11	29.95	29.95	329.45

**Year 1 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	42.00	42.00	420.00
74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	13	375.00	375.00	4,875.00
				Subtotal	68,779.20
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	68,779.20

**Spares**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	3	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	3	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	3	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	3	0.00	0.00	0.00
73004	WALL CHARGER, USB SYNC CABLE, FLEX	3	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

**Year 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	216.00	2,160.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	71	180.00	180.00	12,780.00
85110	EVIDENCE.COM INCLUDED STORAGE	710	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	11	468.00	468.00	5,148.00
85110	EVIDENCE.COM INCLUDED STORAGE	330	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	73	240.00	204.00	14,892.00
85035	EVIDENCE.COM STORAGE	7,300	0.75	0.75	5,475.00

**Year 2 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	13	36.00	36.00	468.00
				Subtotal	40,923.00
				Estimated Tax	0.00
				Total	40,923.00

**Year 3**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	216.00	2,160.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	71	180.00	180.00	12,780.00
85110	EVIDENCE.COM INCLUDED STORAGE	710	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	11	468.00	468.00	5,148.00
85110	EVIDENCE.COM INCLUDED STORAGE	330	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	73	240.00	204.00	14,892.00
85035	EVIDENCE.COM STORAGE	7,300	0.75	0.75	5,475.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	13	36.00	36.00	468.00
				Subtotal	40,923.00
				Estimated Tax	0.00
				Total	40,923.00

**Year 4**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	216.00	2,160.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	71	180.00	180.00	12,780.00
85110	EVIDENCE.COM INCLUDED STORAGE	710	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	11	468.00	468.00	5,148.00
85110	EVIDENCE.COM INCLUDED STORAGE	330	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	73	240.00	204.00	14,892.00
85035	EVIDENCE.COM STORAGE	7,300	0.75	0.75	5,475.00

**Year 4 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	13	36.00	36.00	468.00
				Subtotal	40,923.00
				Estimated Tax	0.00
				Total	40,923.00

**Year 5**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	216.00	2,160.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	71	180.00	180.00	12,780.00
85110	EVIDENCE.COM INCLUDED STORAGE	710	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	11	468.00	468.00	5,148.00
85110	EVIDENCE.COM INCLUDED STORAGE	330	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	73	240.00	204.00	14,892.00
85035	EVIDENCE.COM STORAGE	7,300	0.75	0.75	5,475.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	13	36.00	36.00	468.00
				Subtotal	40,923.00
				Estimated Tax	0.00
				Total	40,923.00
				<b>Grand Total</b>	<b>232,471.20</b>

## Discounts (USD)

Quote Expiration: 12/15/2018

List Amount	280,756.45
Discounts	48,285.25
<b>Total</b>	<b>232,471.20</b>

*\*Total excludes applicable taxes and shipping*

## Summary of Payments

Payment	Amount (USD)
Year 1	68,779.20
Spares	0.00
Year 2	40,923.00
Year 3	40,923.00
Year 4	40,923.00
Year 5	40,923.00
<b>Grand Total</b>	<b>232,471.20</b>

## Notes

Quote is valid when submitted together with signed quote Q-187400

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

### Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_  
PO# (Or write N/A): \_\_\_\_\_

Please sign and email to Paul Strozier at [pstrozier@axon.com](mailto:pstrozier@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-167911-43430.669CM

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**Axon Enterprise, Inc.**  
 17800 N 85th St  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-187400-43430.668CM**

Issued: 11/26/2018

Quote Expiration: 12/15/2018

Account Number: 501257

Start Date: 01/01/2019

Payment Terms: Net 30

Delivery Method: Fedex - Ground

**SHIP TO**

Tommie Eberhart  
 Ellis County Corrections  
 300 S Jackson St  
 Waxahachie, TX 75165  
 US

**BILL TO**

Ellis County Corrections  
 300 S Jackson St  
 Waxahachie, TX 75165  
 US

**SALES REPRESENTATIVE**

Paul Strozier  
 Phone:  
 Email: pstrozier@axon.com  
 Fax:

**PRIMARY CONTACT**

Tommie Eberhart  
 Phone: (972) 825-4931  
 Email: tommie.eberhart@co.ellis.tx.us

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	66	240.00	204.00	13,464.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	11	336.00	216.00	2,376.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	66	180.00	180.00	11,880.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	3	468.00	468.00	1,404.00
85035	EVIDENCE.COM STORAGE	9,900	0.75	0.75	7,425.00
85110	EVIDENCE.COM INCLUDED STORAGE	660	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	90	0.00	0.00	0.00
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	66	499.00	99.75	6,583.50
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	66	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	66	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	66	0.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	11	1,495.00	1,495.00	16,445.00

**Year 1 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Services</b>					
85144	AXON STARTER	1	2,500.00	2,500.00	2,500.00
				Subtotal	62,077.50
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	62,077.50

**Spares**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	2	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	2	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

**Year 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	66	240.00	204.00	13,464.00
85035	EVIDENCE.COM STORAGE	9,900	0.75	0.75	7,425.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	3	468.00	468.00	1,404.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	66	180.00	180.00	11,880.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	11	336.00	216.00	2,376.00
85110	EVIDENCE.COM INCLUDED STORAGE	90	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	660	0.00	0.00	0.00
				Subtotal	36,549.00
				Estimated Tax	0.00
				Total	36,549.00

**Year 3**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	66	240.00	204.00	13,464.00

**Year 3 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
85035	EVIDENCE.COM STORAGE	9,900	0.75	0.75	7,425.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	3	468.00	468.00	1,404.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	66	180.00	180.00	11,880.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	11	336.00	216.00	2,376.00
85110	EVIDENCE.COM INCLUDED STORAGE	90	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	660	0.00	0.00	0.00
				Subtotal	36,549.00
				Estimated Tax	0.00
				Total	36,549.00

**Year 4**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	66	240.00	204.00	13,464.00
85035	EVIDENCE.COM STORAGE	9,900	0.75	0.75	7,425.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	3	468.00	468.00	1,404.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	66	180.00	180.00	11,880.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	11	336.00	216.00	2,376.00
85110	EVIDENCE.COM INCLUDED STORAGE	90	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	660	0.00	0.00	0.00
				Subtotal	36,549.00
				Estimated Tax	0.00
				Total	36,549.00

**Year 5**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	66	240.00	204.00	13,464.00
85035	EVIDENCE.COM STORAGE	9,900	0.75	0.75	7,425.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	3	468.00	468.00	1,404.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	66	180.00	180.00	11,880.00

Year 5 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	11	336.00	216.00	2,376.00
85110	EVIDENCE.COM INCLUDED STORAGE	90	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	660	0.00	0.00	0.00
				Subtotal	36,549.00
				Estimated Tax	0.00
				Total	36,549.00
				<b>Grand Total</b>	<b>208,273.50</b>

## Discounts (USD)

Quote Expiration: 12/15/2018

List Amount	253,104.00
Discounts	44,830.50
<b>Total</b>	<b>208,273.50</b>

*\*Total excludes applicable taxes and shipping*

## Summary of Payments

Payment	Amount (USD)
Year 1	62,077.50
Spares	0.00
Year 2	36,549.00
Year 3	36,549.00
Year 4	36,549.00
Year 5	36,549.00
<b>Grand Total</b>	<b>208,273.50</b>

**Notes**

Quote is valid when submitted together with signed quote Q-167911

**Axon's Sales Terms and Conditions**

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_  
PO# (Or write N/A): \_\_\_\_\_

Please sign and email to Paul Strozier at [pstrozier@axon.com](mailto:pstrozier@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-187400-43430 668CM

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## **ELLIS COUNTY ELECTIONS**

Jana Onyon, CERA  
Elections Administrator

November 26, 2018

TO: Commissioners Court on December 4, 2018  
FROM: Jana Onyon, Elections Administrator  
SUBJECT: Leasing Voting Equipment

Request for Commissioners Court to approve an amount to lease the voting equipment to a Political Subdivision that is wholly or partly situated in the county. The maximum amount is 10% of the purchased price. *Per Section 123.032 of the Election Code.*

I would like to request the county to set two rates:

- 1) Political Subdivision who only wants to lease the equipment. "Non-Contracting Lease Amount"
- 2) Political Subdivision who is contracting with the Elections Department to conduct their election and needs to lease the equipment. "Contracting Lease Amount"

Ellis County currently charges the fee per election per machine.

**ExpressVote Terminal (ADA compliant Voting Machine)** Purchased Price \$3,325.00  
(Multiple Machines are used in each Early Voting and Election Day Location. Charge is per machine.)

.09 % = \$299.25	.08 % = \$266.00	.07 % = \$232.75	.06 % = \$199.50	
.05 % = \$166.25	.04 % = \$133.00	.03 % = \$99.75	.02 % = \$66.50	.01 % = \$33.25

Non-Contracting Lease Amount: .09% = \$299.25

Contracting Lease Amount: .01% = \$33.25

**DS200 Scanner (Counting Machine)** Purchased Price \$5,750.00  
(One (1) Machine is used in each Early Voting and Election Day Location. Charge is per machine.)

.09 % = \$517.50	.08 % = \$460.00	.07 % = \$402.50	.06 % = \$345.00	
.05 % = \$287.50	.04 % = \$230.00	.03 % = \$172.50	.02 % = \$115.00	.01 % = \$57.50

Non-Contracting Lease Amount: .09 % = \$517.50

Contracting Lease Amount: .01 % = \$57.50



3.12

## **ELLIS COUNTY ELECTIONS**

Jana Onyon, CERA  
Elections Administrator

November 26, 2018

**TO:** Commissioners Court on December 4, 2018  
**FROM:** Jana Onyon, Elections Administrator  
**SUBJECT:** Tracking Inventory Management System

Request for Commissioners Court to approve the County Judge to sign a contract for the purchase of an Election Tracking Inventory Management System.

The Texas Election Code Chapter 129(c) requires the general custodian of election records to create and maintain an inventory of all equipment and tracking of voting equipment for each election. Currently this has been done manually for each election. There is a greater amount of equipment now with the new voting system that we will need to track. Continuing to track items manually will become very difficult, open for human errors, and very time consuming based on the amount of equipment for staff to document.

The Election's staff has viewed demonstrations from three (3) vendors who specialize in tracking election equipment. We have chosen EasyVote Inventory system. This system will allow staff to electronically scan bar codes of equipment, the security seals on the equipment and to designate the items to a polling site. This system will also allow the office to manage and track the equipment for each election, the history of the equipment, the maintenance and any repairs of the equipment. The system will ensure the tracking of equipment is accurate and maintained for each election based on the requirements in the Election code.

### **COST**

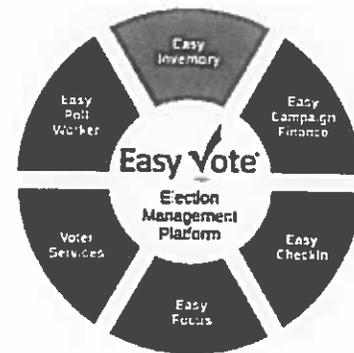
Funding for this is available in Election Admin Expenses 036-0936-50807 for \$8,500 for the system, training, and implementation. Annual subscription is \$7,500 for the lifetime of the product and will be included in the yearly budget request.

### **SCHEDULE**

We would like to implement this system January 2019 in time for delivery of the new voting system equipment.

## EasyInventory

Ensuring that the correct equipment and supplies gets to their intended destination for an election is an enormous logistical challenge. EasyInventory, a module of the EasyVote Election Management Platform, gives election officials the tools needed to manage equipment throughout the election cycle. Designed specifically for elections offices, EasyInventory is built upon a combination of cloud-based and mobile software applications and connects election offices to the equipment storage facility, the polling locations, and even the delivery vehicle.



### TRACKING OF EQUIPMENT & SUPPLIES

Experience peace of mind knowing you have the ability to account for your inventory at any given time. EasyInventory allows you to:

- Track hardware, supplies, and consumables; maintain consumable levels through automatic Inventory renewal triggers
- Capture comprehensive record and history of location, costs, preventative maintenance, repairs, documents/photos
- Import your existing data via intuitive tools

### PREVENTIVE MAINTENANCE SCHEDULES

Extend the life of hardware and preserve the benefits of your warranties by ensuring that maintenance is consistently performed. EasyInventory empowers your team to schedule and coordinate all your equipment's maintenance activity needs including:

- Create maintenance schedules (one-time, re-occurring) for any hardware model and apply to all units
- Generate customizable reports for cost analysis, equipment performance, and maintenance records

### TESTING SCRIPTS

Electronic testing scripts help eliminate the need for paper forms, manual entry of testing results and equipment identification ensuring a more efficient and accurate testing process. EasyInventory's testing feature allows you to:

- Create customized testing scripts for any equipment type
- Conduct testing with EasyVote app on mobile devices
- Produce reports and testing result forms in a clear and concise format

### PACKAGING & DEPLOYMENT

EasyInventory's built-in rules help to ensure the correct equipment and supplies will be delivered to the right locations every time, while improving chain of custody and security procedures. EasyInventory can:

- Build equipment packages and track barcodes and seals
- Properly deploy equipment to the correct precincts, voting locations, and/or have the flexibility to deploy them to any location last minute based on need
- Utilize dashboard view to track packages (deployment and returns) by equipment type, package assemblers, delivery locations, drivers/delivery vehicles, and deployment status – with real-time GPS
- Ability to use GEO Fencing to ensure/control correct voting location delivery

### MOBILE CAPABILITIES

EasyInventory's integrated mobile technologies help expand the possibilities of your office management. Use the EasyVote mobile application to maximize the value of mobile devices for a wide variety of tasks including:

- Viewing the status of any inventory item
- Scanning barcodes and documenting/photographing equipment issues for comprehensive records
- Systematically tracking the unloading and loading of equipment and supply boxes during deployments and returns

### DEPLOYED IN THE CLOUD

EasyVote's team of experienced programmers and election administrators have collaborated to provide inventory software that is powerful, easy to use yet affordable for even the smallest election office. Deployed on Microsoft's Azure cloud computing platform, EasyInventory:

- Ensures the highest levels of data security
- Eliminates burden on IT department to host and support the software
- Implementation and training can be completed in just a few days





# ESTIMATE

# EST-000064

## EasyVote Solutions

6400 Head Rd  
Wilmington NC 28409  
U.S.A

### Bill To

Ellis County Elections  
204 E Jefferson St  
Waxahachie TX 75165

Estimate Date : 08/14/2018

Expiry Date : 09/14/2018

#	Item & Description	Qty	Rate	Amount
1	<b>EasyInventory</b> Cloud based asset management, preventative maintenance, testing, equipment packaging & deployment, and mobile capabilities for elections. Includes an unlimited number of users.	1.00	7,500.00	7,500.00
2	<b>Training/Implementation</b> One time fee.	1.00	1,000.00	1,000.00
			<b>Sub Total</b>	<b>8,500.00</b>
			<b>Total</b>	<b>\$8,500.00</b>

### Notes

Training and implementation is a one-time charge. Annual subscription will be invoiced on the anniversary date of the implementation.

### Terms & Conditions

The customer warrants that he/she is authorized to place order on behalf of the company, accepts the terms of this agreement, authorizes EasyVote Solutions (EVS) to order the equipment or software quoted herein, install the equipment or software at the customer's location, and remit timely payment to EVS. Returns are subjects to a 20% restocking fee. Professional services, once performed, are non-refundable. Customer agrees that invoiced amounts not paid to terms will be subject to late fees of 1 1/2% per month. All returns must be received by EVS within 30 days after shipment by EVS. All returns must be authorized by EVS.



## TERMS AND CONDITIONS OF SOFTWARE LICENSE

These Terms and Conditions of Software License form a legally binding contract and agreement (the "Agreement") between EasyVote Solutions, Inc ("EasyVote") and Ellis County, Texas (as applicable, the "Licensee") that places an order for, or signs a written contract to obtain a license for, the Licensed Software, as more particularly described below.

### Background

This Agreement is effective as of the date (the "Effective Date") on which either (a) EasyVote and Licensee sign a written contract that incorporates this Agreement by reference (if applicable, a "Written Order"), or (b) Licensee or one of its agents clicks on the "Accept" button on a web page owned or controlled by EasyVote (if applicable, an "Online Order"), indicating Licensee's intention to accept and agree to this Agreement in order to obtain certain license rights to use the Licensed Software (defined below). Each of EasyVote and Licensee are hereinafter referred to as a "Party" or collectively as the "Parties". The Written Order or the Online Order applicable to Licensee's use of the Licensed Software, as the case may be, is referred to as the "Order".

NOW, THEREFORE, in consideration of the parties' mutual rights and responsibilities, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### 1. LICENSED SOFTWARE

1.1. EasyVote hereby grants to Licensee, subject to the terms of this Agreement and the payment of any fees required by this Agreement or the Order, a non-exclusive, right and license to access, execute, install, load, host, store, and use the Licensed Software in accordance with the user manuals, training materials, and other documentation or materials provided by EasyVote for use with the Licensed Software (collectively, the "Documentation") for the purpose of managing voting procedures and operations for the jurisdiction or jurisdictions indicated in the Order (as applicable, the "Jurisdiction").

1.2. Licensee may not (a) sell, rent, or sub-license the Licensed Software, (b) use the Licensed Software in the operation of a service bureau or time-sharing arrangement, or otherwise redistribute the Licensed Software to any other person or entity, (c) remove or alter any copyright or trademark notices on the Licensed Software or the Documentation, (d) use, maintain, store, copy or access the Licensed Software for the benefit of any jurisdiction or voting precinct other than the Jurisdiction, or (e) reverse engineer, decompile, or disassemble the executable form of the Licensed Software.

1.3. All right, title, and interest in and to the EasyVote Materials (hereinafter defined) is and shall be solely owned by EasyVote. Licensee shall take any actions reasonably requested by EasyVote to perfect and protect EasyVote's right, title, and interest acknowledged and agreed to in this Section. For purposes of this Agreement, "EasyVote Materials" consists of (i) the Licensed Software, the source materials for the Licensed Software and all algorithms, architecture, documentation, know-how, methods, procedures, processes, trade secrets, workflow, and other



intellectual property acquired, created, or otherwise owned by EasyVote; (ii) the Documentation and all other intellectual property of EasyVote throughout the world; (iii) any derivative works, improvements, enhancements, or extensions of any of the foregoing.

1.4. EasyVote will provide online, email or telephonic support for the Licensed Software as set forth in EasyVote's Documentation from time to time. Unless otherwise specified in an Order, such support is at no additional charge and EasyVote makes no warranties or promises regarding such support.

## 2. COMPENSATION

2.1. *COMPENSATION.* Licensee will pay EasyVote as provided in the Order.

2.2. *LATE PAYMENTS.* Unless otherwise provided in the Order, amounts due under the Order are due within thirty (30) days of the date of invoice. Amounts not paid when due will bear interest at the rate of 1.5% per month (or the highest rate of interest permitted by law, whichever is lower). If any check provided by Licensee is dishonored for "insufficient funds" Licensee will pay EasyVote an NSF fee of \$35.

## 3. TERM AND TERMINATION

3.1. *TERM.* The Licensee's license to use the Licensed Software will commence on the Effective Date and continue indefinitely until this Agreement is terminated by either Party.

3.2. *TERMINATION.* Neither party may terminate this Agreement except in one of the following ways:

i. *Termination for Cause.* Either party may terminate this Agreement immediately if the other party:

- a. voluntarily files a petition for bankruptcy or is the subject of an involuntary petition for bankruptcy that is not stayed or dismissed within thirty (30) days after filing;
- b. makes an assignment for the benefit of creditors;
- c. has a receiver imposed or appointed over all or substantially all of its assets, which appointment is not stayed or dismissed within thirty (30) days;
- d. assigns or transfers, either voluntarily or by operation of law, any or all of its rights or obligations under this Agreement without having obtained the prior written consent of the other Party; or
- e. breaches a material provision of this Agreement and fails to cure the breach within thirty (30) days' notice thereof from the non-breaching Party.

ii. *Termination Not for Cause.* Either Party may terminate this Agreement if the other Party is not in breach of this Agreement by providing the other Party with written notice thereof at least sixty (60) days before the effective date of termination.

3.3. *EFFECT OF TERMINATION.* Upon termination of this Agreement for any cause or reason whatsoever, neither Party shall have any further rights or obligations under this Agreement, except as expressly set forth herein. The provisions of Sections 1.2, 1.3 and 2 through



7 of this Agreement shall survive the expiration or termination of this Agreement for any cause or reason whatsoever, and, notwithstanding the expiration or termination of this Agreement, the Parties shall each remain liable to the other for any indebtedness or other liability arising under this Agreement.

#### 4. CONFIDENTIALITY AND NON-DISCLOSURE

4.1. Each Party (as applicable, the "Recipient") agrees to keep confidential, not disclose to any third party, and not use for any purpose not permitted by this Agreement, any Confidential Information it receives from the other Party (as applicable, the "Discloser"). "Confidential Information" means, with respect to the Discloser, any information relating to (a) the business, operations, products, systems, or services of the Discloser that are not publicly known, (b) any trade secrets of the Discloser (as that term is defined by applicable law), and (c) any other information or data that is either (i) reduced to writing and marked with the legend "confidential" or "proprietary" or with words of like import or (ii) if communicated orally, is identified by the speaker as being "confidential" or "proprietary" or with words of like import (provided, however, that in the case of any such oral disclosure the Discloser shall, within thirty days after such disclosure, provide written confirmation to the Recipient of the confidential nature thereof).

4.2. A Recipient shall not be obligated to keep confidential or refrain from using information that (i) is or becomes publicly available by other than a breach of this Agreement; (ii) is known to or in the possession of the Recipient at the time of disclosure; (iii) thereafter becomes known to or comes into possession of the Recipient from a third party that the Recipient reasonably believes is not under any obligation of confidentiality to the Discloser and is lawfully in the possession of such information; (iv) is developed by the Recipient independently of any disclosures previously made by the Discloser to the Recipient; or (v) is disclosed by the Recipient in connection with any claim or counterclaim asserted against Recipient in an arbitration or legal proceed (provided, however, that in any such case the Recipient shall give the Discloser prior notice of its intended use of such Confidential Information and will cooperate with Discloser's efforts to obtain a protective order or other similar assurance of confidential treatment from the court or arbitrator). It shall not be a violation of this Section for Recipient to disclose Confidential Information to the extent it is required to be disclosed by any law, subpoena or order of a court of competent jurisdiction, administrative agency or governmental body, or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards. Prior to such compulsory disclosure, however, the Recipient must give reasonable advance notice to the Disclosing Party of such order and an opportunity to object.

4.3. Each party shall carry out its respective obligations using the same degree of care that it uses in protecting its own Confidential Information, but at least a reasonable degree of care. Provided that the Recipient has met the foregoing standard of care, the Recipient shall not be liable or responsible for any inadvertent or accidental disclosure of Confidential Information.

4.4. Each party agrees that it will not provide any subcontractor or other third party with access to the Confidential Information of the other, unless the subcontractor or third party has agreed to be bound by similar confidentiality and nondisclosure obligations in favor of the Disclosing Party.



4.5. Upon the expiration or termination of this Agreement, the Recipient shall return to the Disclosing Party or certify in writing that it has destroyed or deleted all Confidential Information.

## 5. INSURANCE; LIABILITY

5.1. *INSURANCE.* Each party will purchase and maintain during the term of this Agreement property and casualty insurance that is reasonable and commercially reasonable in light of such party's business, assets, operations and reasonably anticipated risks.

5.2. *LIMITATION OF LIABILITY.* Notwithstanding any other provision of this Agreement or the foreseeability of any damages or losses, neither Party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use in connection with this Agreement or any action or inaction relating hereto.

5.3. *LIABILITY CAP.* Notwithstanding any other provision of this Agreement, in no event will EasyVote be liable to Licensee, whether for money damages, any claim for indemnification, or any action sounding in breach of contract, breach of warranty, tort or any other cause of action, in connection with the Licensed Software or otherwise relating in any manner to this Agreement, the transactions or activities contemplated by this Agreement, or any other matter or circumstance relating to the subject matter of this Agreement, for an amount in excess of the fees actually paid by Licensee to EasyVote pursuant to this Agreement during the twelve (12) month period immediately preceding the date on which EasyVote's liability is alleged to have arisen.

## 6. LIMITED WARRANTY

6.1. *LIMITED WARRANTY.* EasyVote represents and warrants that the Licensed Software will substantially conform to the published specifications for the Licensed Software as provided in the Documentation for ninety (90) days after the Effective Date. Licensee's sole and exclusive remedy, and EasyVote's sole obligation, for breach of the foregoing warranties shall be for EasyVote, at its option, to correct, repair or replace the copy of the Licensed Software.

6.2. *WARRANTY EXCLUSIONS.* The warranties provided in this Section will not apply to (i) Licensed Software that is modified by Licensee or its employees or agents (other than a modification authorized or approved by EasyVote), (ii) Licensed Software that is damaged after acceptance by Licensee by any cause other than a failure that results from a breach of warranty by EasyVote, (iii) Licensed Software that is damaged after acceptance by Licensee, (iv) Licensed Software that is damaged after acceptance by Licensee by abuse, misuse, operation other than in accordance with applicable documentation or through Licensee's failure to perform routine or required maintenance, or (v) any failure of the Licensed Software to be compatible with any other systems or operating environment.

6.3. *DISCLAIMER.* EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, EASYVOTE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS,



AND EASYVOTE HEREBY EXPRESSLY DISCLAIMS THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY SOFTWARE PROVIDED TO LICENSEE IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. EASYVOTE DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL BE ERROR-FREE. EASYVOTE CANNOT GUARANTEE THE INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. EASYVOTE WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ANY LICENSEE SYSTEM.

## 7. GENERAL

7.1. *AMENDMENT.* The Agreement may only be amended, supplemented, modified, or canceled by a written instrument signed by both Parties.

7.2. *ASSIGNMENT.* Neither Licensee nor EasyVote may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) under the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

7.3. *CONTROLLING LAW.* This Agreement will be governed and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed wholly within such State. Any dispute between the Parties that cannot be resolved through mutual agreement may be litigated in any court of competent jurisdiction and each Party hereby submits to the non-exclusive personal jurisdiction of the Courts of Ellis County, Texas and the U.S. District Court for the Southern District of Texas in connection with any suit, claim or proceeding arising out of or relating to this Agreement and agrees not to assert any defense based upon the inconvenience of the forum in connection with any suit or proceeding initiated in any such court.

7.4. *ENTIRE AGREEMENT.* The Agreement constitutes the entire agreement between Licensee and EasyVote and supersedes all prior or contemporaneous written or oral understandings or agreements pertaining to the subject matter of this Agreement.

7.5. *FORCE MAJEURE.* Neither party will be deemed to be in breach of this Agreement, or be entitled to damages or credits pursuant to this Agreement, for any failure or delay in performance caused by reasons beyond its control, which may include but are not limited to an act of God, war, civil disturbance, court order, labor dispute, failures or fluctuations in power, heat, internet, light, air conditioning or telecommunications equipment. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either party may cancel unperformed services upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or obligation to pay for services rendered.



7.6. *INDEPENDENT ENTITIES.* The parties are independent entities. Neither party nor any consultant of either party shall be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other, solely as a result of this Agreement.

7.7. *NOTICES.* Any notice required under the Agreement shall be made in writing, addressed to the appropriate party at its address, as indicated in the Order or in the books and records of EasyVote, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

7.8. *SEVERABILITY.* Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.9. *SUCCESSORS AND ASSIGNS.* Licensee and EasyVote together with their respective partners, successors, executors, administrators and legal representatives are hereby bound to the other party to the Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Agreement.

7.10. *THIRD PARTY OBLIGATION.* Nothing contained herein shall create any obligation or contractual relationship with any third party and there are no third party beneficiaries of this Agreement.

7.11. *WAIVER.* Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

7.12. *ATTORNEYS' FEES.* If any legal action or proceeding is brought by EasyVote to enforce the Agreement, EasyVote shall be entitled to recover reasonable attorneys' fees and other costs reasonably incurred in that action or proceeding (including, without limitation, expert witness fees and court costs), in addition to any other relief to which EasyVote may be entitled.



**EASYVOTE SOLUTIONS INC:**

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

**Print:** \_\_\_\_\_

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

**Ellis County, Texas**

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



## EasyVote Implementation – What to expect

Our goal for implementation is that you fully understand all the options and resources available to you and that you have a complete understanding on how to use the EasyVote software. We will provide a comprehensive mix of hands-on and self-paced documentation to get you and your staff quickly realizing the benefits of the software.

We will use our proven process for implementation that follows these four philosophies:

**Consultation** – Before we begin with any part of the implementation process we want to understand your priorities and set the proper expectations that we all work towards. One of the first questions we ask is, “what do you expect that the EasyVote software will do for you?” This seems like a simple question, but you would be surprised at the answers we get. Our job is not to make assumptions, but base every step of implementation on the answers to the questions we ask. So consultation is a mixture of our questions, your answers, and a proposed plan based on the answers.

**Communication** – For us, this is a critical area. Communication must be fluid and constant. We will use a combination of onsite, phone, and email to communicate every step that will be taken and afterwards we will communicate to ensure that you understand and are comfortable with the steps we took.

**Process** – For EasyVote this is where everything starts. Our company was founded on automating processes and this continues in the implementations that we start and complete. An implementation process is more of a project plan than anything else. We will sit down and prepare the plan together and a timeline to follow.

**Feedback** – We want constant feedback during and after the implementation from our customers. We don’t want to assume anything. As stated above. Our goal is to have you fully understand all the options and resources available to you and that you have a complete understanding on how to use the EasyVote software. The only way to ensure this is by the feedback you give us all along the way.



## EasyVote project management and project plan

At EasyVote our experience tells us that the most successful implementations begin with a project plan. At the time that implementation is first discussed, you will be assigned a project manager to oversee the implementation. The project manager might also be your account manager or could be a separate individual, all depending on the size and scope of the implementation.

Your project manager will conduct the consultation session or sessions and based on the feedback will design a project plan. This project plan will define the agreed upon steps, establish timelines, and create milestones along the way that you will jointly sign off on.

Here is an example of a project plan:

MILESTONE	DESCRIPTION	TIMEFRAME
Project Consultation Meeting (onsite or by web meeting)	<p><b>PURPOSE</b></p> <p>To introduce key members from both sides, exchange contact information and set expectations and timelines for a successful implementation.</p> <p>Some or all of the following items will be discussed:</p> <ul style="list-style-type: none"><li>• Discuss and demonstrate the EasyVote platform for critical users</li><li>• Set expectations and learn project priorities and their process flow</li><li>• Discuss any possible customization or data integration (above normal data imports) that might require additional fees</li><li>• Provide a list of prerequisites that needs to be completed before implementation can start</li><li>• All project deliverables will be discussed and prioritized for implementation</li></ul>	Within 7-14 days after receipt of Purchase Order
Project Timeline Spreadsheet	A project spreadsheet will be prepared listing project deliverables, deliverable owner, due dates, any milestones towards completion and	Within one week after Project Consultation Meeting

MILESTONE	DESCRIPTION	TIMEFRAME
	any comments that are important for completion.	
Project Implementation Meeting	<p><b>PURPOSE</b> Prepare for a successful onsite implementation. Some or all of the following items could be discussed:</p> <ul style="list-style-type: none"> <li>• Meet with election and IT staff to discuss steps for a successful implementation and project timeline spreadsheet.</li> <li>• Discuss with IT firewall requirements, hardware requirements, and mobile requirements.</li> <li>• General discussion onsite preparation – data readiness, staff readiness, process readiness.</li> <li>• Provide any needed QuickStart guides.</li> <li>• Discuss support and problem escalation.</li> </ul>	7-14 days after Project Consultation Meeting
Implementation	To include technical installation and initial set-up of data in EasyVote Platform.	5-15 days after Project Implementation Meeting
Technical Installation	Work with IT to get Windows and mobile apps installed on all necessary computers/mobile devices and test installation.	At Implementation
System Configuration and Set-Up	Work with election staff to set-up users, locations, security rights, inventory, poll workers, officials, election calendar and any other area(s) needed for the system.	At Implementation
Training	Training could involve management, staff, temporary workers, poll workers and officials. Training will be continuous until both the customer and EasyVote Staff determine that all users are properly trained and will be carried out in person, over the web, and self-paced training courses. Any	Begins at Implementation



MILESTONE	DESCRIPTION	TIMEFRAME
	training or help materials will be provided at this time.	
User Acceptance Testing	Set up scenarios where users test the system and training.	After module training is completed
Bi-Weekly Status Calls	Discuss open items, project timeline spreadsheet, milestones, any features needed to be added, on-going training schedule. Discuss how to establish best practices.	Begin two (2) weeks after implementation and continue for an agreed upon timeframe
Project Sign-Off	Review customer satisfaction for all expectations, discuss next year activities/needs, request a completed questionnaire by customer to help EasyVote continually improve.	At completion of project



3.13

## **ELLIS COUNTY ELECTIONS**

Jana Onyon, CERA  
Elections Administrator

November 26, 2018

**TO:** Commissioners Court on December 4, 2018  
**FROM:** Jana Onyon, Elections Administrator  
**SUBJECT:** Election Security Assessment

Request for Commissioners Court to approve the County Judge to sign an Interlocal Contract with the Department of Information Recourses (DIR). The State of Texas Elections Division has received a Federal Grant to be used for Election Security Assessments of all 254 county Election Departments in Texas that want to participate. There is no cost for the assessment to the county. Once completed, DIR will submit a report of their assessment. If the report shows anything that needs to be addressed or any recommend improvements, the county at that point will occur any cost associated with recommended changes. I have been in communication with the Counties IT Department and they will also assist in anything needed during the assessment.

**Attachments A and B to the ILC do not apply to the Election Security Assessment services as Secretary of State (SOS) will be paying for this service for the participating counties. They did ask to leave these documents attached to the ILC in case we would ever need them for future services.**

**COST**  
No cost

**SCHEDULE**  
We will schedule the assessment when DIR is available.

**INTERLOCAL CONTRACT  
BETWEEN  
THE DEPARTMENT OF INFORMATION RESOURCES  
AND  
ELLIS COUNTY  
RELATING TO THE USE OF THE DIR SHARED SERVICES MASTER SERVICE  
AGREEMENTS**

This Interlocal Contract ("ILC" or "Contract") is entered into by the governmental entities shown above as contracting parties (referred to individually as a "Party" and collectively as the "Parties") pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. This ILC is created to give effect to the intent and purpose of Subchapter L, Chapter 2054, Texas Government Code, concerning statewide technology centers, specifically sections 2054.376(a)(3), 2054.3771, and 2054.3851.

The entity receiving services under the DIR Shared Services Contracts through this ILC is hereinafter referred to as the "Receiving Entity" or the "DIR Customer."

This ILC authorizes DIR Customer to participate in the Department of Information Resources ("DIR" or "Performing Agency") Shared Services Program. The DIR Shared Services Program includes contracts that have been competitively procured by DIR. All specific services and products are purchased through the DIR Shared Services Program contracts and subject to the processes and terms therein.

DIR's Shared Services Program provides for a Multisourcing Service Integrator (MSI) service provider ("MSI SCP") and various Service Component Providers ("SCP"). The Shared Services Master Service Agreements, as amended, are defined on the Shared Services web page on the DIR website ("DIR Shared Services Contracts") and are incorporated herein. Unless otherwise referenced, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the DIR Shared Services Contracts.

DIR Customer acknowledges and agrees that this ILC is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

**SECTION I  
CONTRACTING PARTIES**

**DIR CUSTOMER:** Ellis County

**PERFORMING AGENCY:** Department of Information Resources

## **SECTION II STATEMENT OF SERVICES TO BE PERFORMED**

### **2.1 Effect of ILC and General Process**

The DIR Shared Services Program offers a variety of services and related support and products. The list of such services is provided through the DIR Shared Services Catalog and the DIR Shared Services portal. Further, SCPs may work with third-party vendors to provide additional services or products within the requirements of the relevant DIR Shared Services Contract.

This ILC describes the rights and responsibilities of the Parties relating to implementation, operation, maintenance, use, payment, and other associated issues by and between DIR Customer and DIR related to the Services to be provided through the DIR Shared Services Contracts. DIR Customer shall receive the Services described in the DIR Shared Services Contracts, subject to the terms of the relevant DIR Shared Services Contracts and this ILC. DIR Customer is only subject to those specific terms to the extent DIR Customer requests services or products through those specific DIR Shared Services Contracts.

The details of specific processes and procedures are contained in the relevant Service Management Manual ("SMM"), developed by the MSI and/or SCPs, approved by DIR, and incorporated herein. The DIR Shared Services Contracts require the MSI and SCPs to develop appropriately documented policies, processes, and procedures and to provide training to DIR Customer personnel where required to ensure effective service interfaces, before approval and adoption of the SMM.

The terms of the relevant DIR Shared Services Contracts will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties. DIR shall keep DIR Customer generally informed of such amendments and provide the opportunity to provide input to DIR through the Shared Services portal as well as the DIR Shared Services Program Governance structure described below.

### **2.2 DIR Shared Services Program Process**

To obtain Services, DIR Customer shall either order services directly through the MSI Marketplace portal where certain services and pricing are established or request certain services and products through the Request for Services process. This process is detailed in the relevant SMM for each SCP. SCP(s) will respond with a proposal, including the proposed solution or service, estimated cost or other financial obligations, if any, and any other relevant program-specific terms and conditions related to the services provided for in response to the Request for Service. DIR Customer may accept or decline those terms and services at that time. The final DIR Customer approved technical solution, financial solution, and related terms are contractually binding terms that incorporate the terms of

this ILC and the relevant Shared Services Contract(s). Later termination of a Service or solution after an original approval or any pre-payment, may result in additional cost to the DIR Customer and may not allow for any refund of payments already made.

### **2.3 Change Orders and Change Control**

In accordance with the relevant SMM and Shared Services Contract requirements, DIR Customer will coordinate with the MSI and/or SCP for all change requests. Change Control processes and authority may vary between DIR Shared Services Contracts as it relates to the rights of Customers to request changes. Further, Change Control does not allow DIR Customers to alter terms and conditions of the DIR Shared Services Contracts.

## **SECTION III DIR CUSTOMER PARTICIPATION**

### **3.1 General Shared Services Governance**

Governance of the DIR Shared Services Program is based on an owner-operator approach in which DIR Customers, in the role of operator, actively work with all SCPs to resolve local operational issues and participate in committees to address enterprise matters. Enterprise-level decisions, DIR Customer issues, and resolution of escalated DIR Customer-specific issues are carried out by standing governance committees, organized by subject area and comprised of representatives from DIR Customers, DIR management, SCP management, MSI management, and subject-matter experts. DIR Customers are structured into partner groups that select representatives to participate in these committees. DIR Customer shall participate within this Governance structure as described above and within the relevant SMM(s) ("Shared Services Governance").

### **3.2 DIR Customer and SCP Interaction and Issue Escalation**

In accordance with the relevant SMM(s), DIR Customer shall interface with SCPs on the performance of "day-to-day" operations, including work practices requiring SCP and DIR Customer interaction, issues resolution, training, planning/coordination, and "sign-off." All issues are intended to be resolved at the lowest level possible. In those instances where it becomes necessary, the following escalation path is utilized. If DIR Customer is not able to resolve an issue directly with SCP staff, DIR customer escalates the issue to SCP management. If the issue cannot be resolved by SCP management, DIR Customer escalates to DIR. If the issue cannot be resolved by DIR, DIR Customer escalates to the appropriate DIR Shared Services Program Governance committee.

### **3.3 DIR Customer Specific Laws**

Per the Compliance with Laws section of the DIR Shared Services Contracts, DIR Customer shall notify DIR, in writing, of all DIR Customer-specific laws ("DIR Customer-Specific Laws"), other than SCP Laws, that pertain to any part of DIR Customer's business that is supported by SCPs under the DIR Shared Services Contracts, and DIR

will notify SCPs, in writing, of such DIR Customer-Specific Laws. The Parties intend that such DIR Customer-Specific Laws will be identified and included in the portion of the SMM specific to DIR Customer. DIR Customer shall use commercially reasonable efforts to notify DIR, in writing, of any changes to DIR Customer-Specific Laws that may, in any way, impact the performance, provision, receipt and use of Services under the DIR Shared Services Contracts. DIR shall advise SCPs of such change and require that any changes to DIR Customer-Specific Laws are identified and included in the SMM. If necessary to facilitate DIR compliance with the requirements of the DIR Shared Services Contracts, DIR Customer shall provide written interpretation to DIR of any DIR Customer-Specific Law.

### **3.4 DIR Customer responsibilities**

Where appropriate, DIR Customer shall support the following:

- (a) Software currency standards are established for the Shared Services environment through the owner operator governance model. DIR Customers will be engaged in approval of these standards and the development of technology roadmaps that employ these software currency standards. DIR Customers are expected to remediate applications in order to comply with the standards
- (b) Technology standards (e.g. server naming standards, reference hardware architectures, operating system platforms) are established through Shared Services Governance. DIR Customers will adhere to these standards. Any exceptions will follow governance request processes.
- (c) DIR Customer shall ensure network connectivity and sufficient bandwidth to meet DIR Customer's needs.
- (d) DIR Customers will collaborate with SCPs to establish and leverage standard, regular change windows to support changes to enterprise systems. These change windows will be constructed to support varying degrees of service impact, from planned down-time to no service impact. Standard enterprise changes during these windows may affect all systems in one or more of the consolidated data centers simultaneously.
- (e) DIR Customers will support the consolidation of commodity services into shared enterprise solutions that leverage common management and configuration practices delivered by the service providers. Examples of such commodity services are SMTP mail relay and DNS management.
- (f) DIR Customers will support and align with standard enterprise Service Responsibilities Matrixes and associated processes for obtaining an exception or making improvements to the standard enterprise Service Responsibility Matrixes.

### **3.5 DIR Customer Equipment and Facilities**

Any use by SCPs of DIR Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

DIR Customer will retain ownership of DIR Customer Equipment. DIR Customer shall comply with DIR refresh policies, as amended from time to time by DIR.

### **3.6 DIR Customer Contracts, Leases, and Software with Third Parties**

DIR Customer will make available for use or use its best efforts to cause to be made available for use by DIR and/or SCPs the DIR Customer Contracts and Leases with third parties ("DIR Customer Third Party Contracts and Leases") and DIR Customer third party software ("DIR Customer-Licensed Third Party Software") that pertain to the Shared Services. Any use by DIR and/or SCPs of DIR Customer Third Party Contracts and Leases and/or DIR Customer-Licensed Third Party Software shall be limited to fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

SCPs shall obtain all Required Consents in accordance with DIR Shared Services Contracts. DIR Customer will use its best efforts to assist SCPs to obtain from each Third Party Software licensor the right to use the DIR Customer-Licensed Third Party Software for Services provided under the DIR Shared Services Contracts. Except to the extent expressly provided otherwise and in accordance with the DIR Shared Services Contracts, SCPs shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which SCPs are unable to obtain such Required Consents. If requested by DIR, DIR Customer shall cooperate with SCPs in obtaining the Required Consents by executing appropriate DIR approved written communications and other documents prepared or provided by SCPs.

### **3.7 Security**

DIR Customer shall comply with recommended relevant security standards and relevant SCP security guides, as amended from time to time by DIR, the MSI, or the SCP. DIR Customer shall inform DIR as to any DIR Customer specific security considerations.

DIR Customer acknowledges that any failure on its part to follow recommended security standards, policies, and procedures may place its own data and operations at risk as well as those of SCP(s) and other governmental entities. DIR Customer accepts the related potential risks and liabilities that are created by DIR Customer's failure to comply with the recommendations if it is determined such recommendations would have prevented an issue. DIR accepts no responsibility for the risk or liability incurred due to a DIR Customer's decision to not follow DIR's recommendations. SCP will not be liable for violations of security policies and procedures by DIR Customer. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or

termination of the availability of certain Applications and services. SCP will give DIR and the DIR Customer notification of non-compliance.

#### **SECTION IV CONTRACT AMOUNT**

In accordance with terms of the DIR Shared Services Contracts, including all relevant pricing and accepted Request for Services proposals, and this ILC, DIR Customer shall be responsible for and agrees to pay DIR the applicable Charges for Services received from the SCPs and the MSI, Services DIR Customer agrees to pre-pay, the DIR recovery fees, any allocated charges, and any Pass Through Expenses incurred by DIR or SCPs on behalf of DIR Customer. The applicable fees are set out in the relevant DIR Shared Services Contracts as incorporated herein and, if applicable, specifically addressed in response to any Request for Services. Certain pricing is based upon DIR Customer's specific consumption; therefore, DIR Customer controls the amounts and duration of the contract amounts. It is understood and agreed that amounts are subject to change depending upon Services required and/or requested and approved and further dependent upon legislative direction and appropriations available for such Services.

Attachment A provides the estimated spend for services as approved by DIR Customer. This form may be revised and updated by DIR Customer as needed without a formal amendment from DIR by DIR Customer submitting to DIR an updated form. DIR Customer must adhere to its own policies and processes for authorizing an adjustment to such amounts internally. DIR Customer is solely responsible for monitoring compliance with Attachment A and to communicate any changes to Attachment A to DIR. DIR shall not be responsible for monitoring or ensuring such compliance.

#### **SECTION V PAYMENT FOR SERVICES**

DIR shall electronically invoice DIR Customer for Services on a monthly basis. Each invoice shall include the applicable monthly charges for Services received from the SCPs, the DIR recovery fees, all allocated charges, and any Pass-Through Expenses incurred by DIR or SCPs on behalf of DIR Customer in accordance with the DIR Shared Services Contracts.

The DIR recovery fees shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (as updated, revised or restated) and other applicable statutes, rules, regulations and guidelines. DIR shall retain documentation for the DIR recovery fees. DIR fees are also determined and reported in accordance with DIR processes and sections 2054.0345-0346 of the Texas Government Code.

Each invoice shall include sufficient detail for DIR Customer to allocate costs to all federal and state programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of DIR Customer.

In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, DIR Customer shall make monthly payments by check or Electronic Funds Transfer (EFT) within twenty (20) days following receipt of each invoice from DIR. For purposes of determination of the payment due date, DIR and DIR Customer shall use the date when the invoice is electronically transmitted by DIR to DIR Customer and posted on the chargeback system along with reports that substantiate the service volumes and associated charges. Although cash flow considerations require timely payments as required herein, the rights of DIR Customer and DIR to dispute charges shall be consistent with Texas law.

The MSI SCP is required to develop and maintain a chargeback system. DIR shall coordinate requirements and functionality for the chargeback system with DIR Customer needs and requirements under federal and state requirements for invoiced charges generated through the system. DIR Customer shall utilize this chargeback system to link the designated measurable activity indicators (such as applications or print jobs) with the appropriate financial coding streams. DIR Customer shall update this information monthly, or at such other intervals as are necessary, to enable the MSI SCP to generate accurate invoices reflecting the appropriate distribution of costs as designated by DIR Customer.

DIR Customer is liable for all costs and expenses associated with providing Services under the ILC to the extent such costs and expenses have been incurred by DIR and such Services have been provided to DIR Customer or DIR Customer agrees to pay for such Services prior to receiving them.

Except as allowed in Texas Government Code, Chapter 2251, DIR Customer shall have no right to set off, withhold or otherwise reduce payment on an invoice. In accordance with Texas Government Code, Section 791.015, to ensure enforceability of payment obligations, DIR Customer consents to DIR presenting this ILC and all unpaid invoices to the alternate dispute resolution process, as set forth in Chapter 2009, Texas Government Code. Provided, however, that such consent shall not constitute an agreement or stipulation that Services have been provided or that the invoices are correct. DIR Customer expressly retains all rights to which it is entitled under Texas Government Code, Chapter 2251, in the event of a disagreement with DIR as to whether Services have been provided and accepted or an invoice contains an error.

If DIR Customer disputes an invoice, it shall present the billing dispute in writing directly to the MSI through the Service Catalog within four (4) invoice cycles after the date DIR Customer receives the invoice and reports that substantiate the service volumes and associated Charges from DIR. DIR Customer will provide to the MSI all relevant documentation to justify the billing dispute.

## **SECTION VI TERM AND TERMINATION OF CONTRACT AND SERVICES**

### **6.1 Term and Termination of ILC**

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties.

This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in DIR Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services. If this ILC is terminated for any reason other than lack of sufficient funds, lack of statutory authority, or material breach by DIR, DIR Customer shall pay DIR an amount sufficient to reimburse DIR for any termination charges and any termination assistance charges incurred under the DIR Shared Services Contracts and this ILC as a result of such termination by DIR Customer. DIR Customer shall provide at least ninety (90) days' written notice to DIR prior to termination. Payment of such compensation by DIR Customer to DIR shall be a condition precedent to DIR Customer's termination.

DIR and DIR Customer acknowledge and agree that compliance with federal law and ongoing cooperation with federal authorities concerning the expenditure of federal funds in connection with the DIR Shared Services Contracts and this ILC are essential to the continued receipt of any relevant federal funds.

### **6.2 Termination of Services**

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant Shared Services Contract, SMM, or the approved services proposal and related terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

## **SECTION VII MISCELLANEOUS PROVISIONS**

### **7.1 Public Information Act Requests**

Under Chapter 552, Texas Government Code (the Public Information Act), information held by SCPs in connection with the DIR Shared Services Contracts is information collected, assembled, and maintained for DIR. DIR shall respond to Public Information Act requests for SCP information. If DIR Customer receives a Public Information Act request for SCP information that DIR Customer possesses, DIR Customer shall respond

to the request as it relates to the information held by DIR Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other. If SCP or DIR receives a Public Information Act request for information or data owned by DIR Customer, DIR or SCP will refer the requestor to DIR Customer.

## **7.2 Inventory Control**

DIR shall coordinate financial accounting and control processes between DIR Customer and SCPs and ensure inclusion of reasonable control and reporting mechanisms, including any control and reporting mechanisms specifically required by DIR Customer, in the Service Management Manual. Such procedures shall specifically recognize DIR Customer requirements for inventory control and accounting for state owned and leased equipment and facilities, including hardware, software, contracts, and other items of value that may be utilized by, or authorized for use under the direction and control of SCPs.

## **7.3 Confidential Information**

DIR shall require SCPs to maintain the confidentiality of DIR Customer information to the same extent that DIR Customer is required to maintain the confidentiality of the information, and with the same degree of care SCPs use to protect their own confidential information. DIR acknowledges that DIR Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including DIR and SCPs. The relevant SMM shall document detailed confidentiality procedures, including the process DIR Customer shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by DIR and SCPs and including confidentiality procedures required that are specific to DIR Customer. The DIR Shared Services Contracts sets forth the confidentiality obligations of SCPs.

DIR Customer shall notify DIR, in writing, (1) if DIR Customer is a covered entity subject to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations at 45 Code of Federal Regulations Parts 160 and 164, that is required to enter into a business associate agreement with DIR or SCPs; (2) if DIR Customer receives Federal tax returns or return information; and (3) if DIR Customer is subject to any other requirements specific to the provision of Services. If DIR Customer receives federal tax returns or return information, then DIR Customer must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075. In the event a DIR customer is subject to additional requirement as mentioned in this section, DIR shall require SCPs to maintain the confidentiality of DIR Customer information in accordance with language included in Attachment B of this agreement. Such additional requirements as is included in Attachment B of this agreement shall be included in the relevant SMM.

## **7.4 Notification Information**

Contact information for purposes of notification for each Party is set forth below.

DIR Customer's Primary Contact

Name: Carol Bush  
Title: County Judge  
Address: 101 W. Main, Waxahachie, Texas 75165  
Telephone: 972-825-5011  
Email: countyjudge@co.ellis.tx.us

DIR's Primary Contact

sharedservicescontractoffice@dir.texas.gov

The DIR Billing Contact is listed in the DIR Contacts section of the monthly Shared Services Payment Guidance letter, which is provided to the DIR Customer with the monthly Shared Services invoice.

**7.5 Binding Effect**

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

**7.6 Amendments**

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

**7.7 Conflicts between Agreements**

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail. This Contract provides a general description of certain terms within the DIR Shared Services Contracts. If the terms of this Contract conflict with the terms of the DIR Shared Services Contracts, the DIR Shared Services Contracts' terms shall prevail. If the terms of this Contract conflict with the terms of an accepted proposal or solution from a Request for Services, this Contract shall prevail.

**7.8 Responsibilities of the Parties**

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, DIR will cooperate with

DIR Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC or the DIR Shared Services Contracts.

DIR and DIR Customer agree that Services contemplated in this ILC shall be governed by provisions in the DIR Shared Services Contracts regarding individual responsibilities of the parties, including Services provided by the SCPs. DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM (s) and as provided by DIR. In the event DIR Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to DIR, including interest accrued, those costs shall be the responsibility of DIR Customer. DIR and DIR Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract. Unless otherwise specifically addressed, the governance process, addressed above, for the DIR Shared Services Contracts shall be used for issue resolution between DIR Customers, DIR and DIR SCPs.

### **7.9 Audit Rights of the State Auditor's Office**

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that: (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or the DIR Shared Services Contracts, or indirectly through a subcontract under the DIR Shared Services Contracts; (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees to conduct audits or investigations in connection with those funds; and (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

### **7.10 General Terms**

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to DIR Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to DIR Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, DIR Customer does not waive any privileges, rights, defenses, remedies or immunities available to DIR Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

**Signatory Warranty**

Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

**SECTION VIII  
CERTIFICATIONS**

The undersigned Parties hereby certify that: (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) this ILC serves the interest of efficient and economical administration of State Government; and (3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

**IN WITNESS WHEREOF**, the Parties have signed this ILC effective on date of last signature below.

**RECEIVING ENTITY: ELLIS COUNTY**

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

Printed Name: Carol Bush

Title: County Judge

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

**PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES**

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

Printed Name: Sally Ward

Title: Director, Program Planning and Governance

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

Legal: \_\_\_\_\_

**Attachments to ILC**

**Attachment A Estimated Spend Form – (Customer may provide Attachment A to DIR if required by their processes.)**

**Attachment B Additional Confidentially Requirements – (As necessary and described in Section 7.3, Confidential Information)**

**Attachment A**  
**Estimated Spend Form**

\*This form is to be used as needed by the DIR Customer to capture spend within the Shared Services Program. This amount may be based upon the DIR Customer's biennial budget(s).

Below are the estimated spend amounts for certain DIR Shared Services received through this ILC and may change based upon DIR Customer consumption. This amount is to be managed and monitored solely by the DIR Customer. Amounts may be transferred by the DIR Customer that change this amount. Such increases or decreases are strictly within the control of the DIR Customer.

DIR Customer is required to pay for any costs incurred in accordance with this ILC and the related DIR Shared Services Contracts regardless of the estimated spend amounts reflected herein.

Updates to this form may be executed through written notice by the DIR Customer to DIR.

Costs, such as incremental network expenses, which are billed directly to or paid by the DIR Customer, are not included in these amounts.

For the period MONTH DAY, YEAR through MONTH DAY, YEAR the estimated spend is \$XX,XXX as the spend applies to \_\_\_\_\_ Services.

DIR Customer acknowledges and agrees that the responsibility to manage, monitor, and change the amounts contained in this form are the sole responsibility of the DIR Customer. Further, each signatory warrants requisite authority to execute any changes to this Attachment A in accordance with the DIR Customer's applicable approval processes.

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

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

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

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

**Attachment B**  
**Additional Confidentiality Requirements**

None.

# Department of Information Resources

## Shared Services Program Brief

### Program Objectives

DIR's Shared Services Program objective is to enable organizations access to managed IT as a service, allowing Customers to focus resources on supporting their mission and business functions rather than directly managing IT services.

- Increase the level of IT maturity across the state by creating a consistent IT landscape with a robust service management framework.
- Continually develop and deploy Shared Services solutions based on business needs and values.
- Provide improved customer relationships and operational efficiencies, optimized delivery of services, and integrated operations.

### Program Highlights

#### **Collaborative**

This shared service environment drives collaboration between DIR, Service Component Providers, and DIR customers while the program governance, systems, and tools provide a high level of visibility and control over service delivery. Shared Services are provided through a shared, collaborative

governance model which provides a set of defined interactions, expectations, decisions, roles, and processes that guide the governance of the program, facilitate effective resolution of issues, and enables strategic decision making. Services are administered through established processes based on an Information Technology Infrastructure Library (ITIL) methodology, ensuring the use of standardized, repeatable processes and best practices.

#### **Competitive**

Shared Services are competitively procured and contracted by DIR. Contracts include negotiated service level requirements, terms and conditions, price, and reporting requirements.

#### **Comprehensive Service Management**

A Multi-sourcing Services Integrator (MSI) provides a next-generation digital platform utilized by the DIR shared services Service Component Providers (SCPs) and customers. This platform includes services level management, service desk support, constituent help desk support, program management, business continuity, disaster recovery testing and planning, marketplace functionality, performance analytics, and financial

management. This centralized platform includes a Shared Services Customer Portal which provides a secure, single point of access to the marketplace, tools, reports, data, newsletters, contacts, governance committee meeting documentation, enterprise calendars and other useful information.

# Department of Information Resources Shared Services Program Brief

## Program Oversight

DIR customers access all Shared Services through the execution of a single Interagency Contract (IAC) or Interlocal Contract (ILC) that addresses general terms for access to all Shared Services. Individual services and terms specific to those services are provided upon Customer submitting a Request for Service.

### DIR

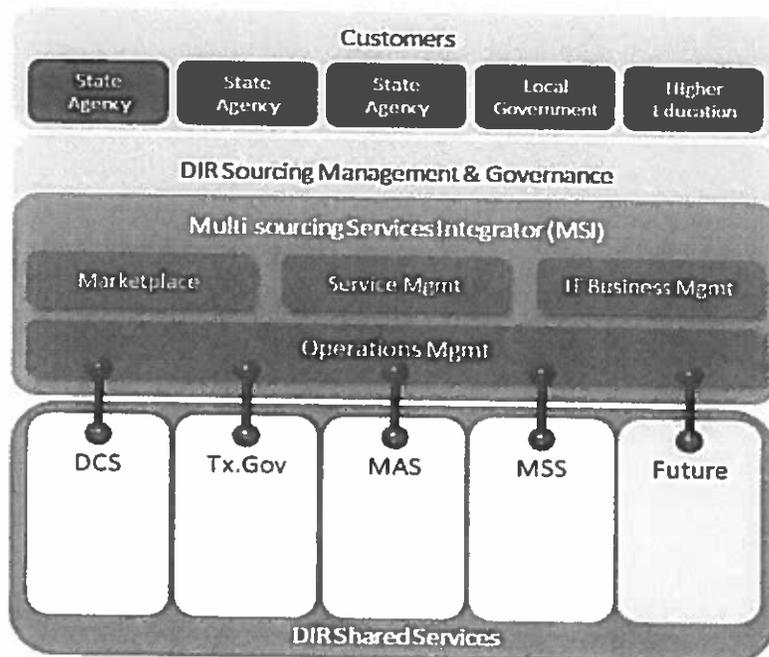
DIR provides contract management for and oversight of the program.

### Multi-sourcing Services Integrator (MSI)

The MSI acts to standardize processes, administer enterprise service components of the program, and maintain the Shared Services Customer Portal.

### Service Component Provider (SCP)

All Shared Services providers are referred to as SCPs (excluding the MSI). SCPs engage with customers to identify, propose, and implement service solutions to meet customer business needs.



## Service Delivery Structure

### Data Center Services (DCS) including Cloud Services<sup>1</sup>

Infrastructure Managed Services, Public and Private Hybrid Cloud, Mainframe, Bulk Print/Mail, Disaster Recovery as a Service, Geographic Information Systems (GIS) Services, and Office 365

### Managed Application Services (MAS)

Application Maintenance Services, Application Development Services, and Managed Application Services Rate Card Resources

### Managed Security Services (MSS)

Security Monitoring and Device Management (SMDM), Incident Response, and Risk and Compliance

### Texas.gov Services

Application Development, Application Maintenance and Operations, Payment Services

<sup>1</sup> As stated in Texas Government Code 2054, designated DCS Customers are mandated to purchase data center services (mainframe, network, bulk print/mail, and server) through DIR's DCS Program. All other Shared Services offerings are discretionary.

The Texas Legislature has historically appropriated budget authority for Data Center Services (DCS) as a capital budget. As MAS and MSS are offered through the DCS program, DCS customers may choose to transfer budget from an operating account to their DCS capital budget. Customers should consult with their ACO or LBB analyst on the best approach for their organizations.

## MANAGED SECURITY SERVICES TERMS AND CONDITIONS

This agreement is part of and incorporated within the Interagency/Interlocal Contract ("Contract") that has been entered into by the contracting parties. DIR Customer acknowledges and agrees that this Contract is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

DIR Customer agrees to the following conditions for receiving Managed Security Services:

### 1. Conditions for Providing Security Services

#### 1.1 Access

DIR and/or Service Component Provider (SCP) shall use the Internet for primary access to DIR Customer's systems unless otherwise noted and agreed upon. DIR Customer shall not employ special access restrictions against DIR and/or Service Component Provider that it does not apply to the rest of the public network over the course of regular business.

#### 1.2 Network Control

DIR Customer must inform DIR if DIR Customer does not control its network access and/or its Internet service is provided via a third party. DIR Customer is responsible for obtaining all necessary approvals. DIR Customer shall provide all necessary contact information for the third parties that control its network access, Internet service, and/or web applications. DIR Customer's emergency contact list shall include primary and secondary staff capable of administering DIR Customer computer systems specific to the type of services being requested or required.

#### 1.3 Disclosure of Objectionable Material

In conducting the services authorized by DIR Customer, DIR may inadvertently uncover obscene, excessively violent, harassing, or otherwise objectionable material that may violate State or Federal law, including material that may infringe the intellectual property of a third party on DIR Customer devices or networks. DIR shall notify DIR Customer's Executive Director or highest level executive of the existence of all such objectionable and/or potentially illicit material so that DIR Customer may deal with the objectionable and/or potentially illicit material as it deems appropriate.

If DIR accesses child pornography, as defined in the Child Sexual Exploitation and Pornography Act, 18 U.S.C., Chapter 110, in conducting approved Services, DIR shall report such to DIR Customer's Executive Director or highest level executive and an appropriate law enforcement agency and provide the law enforcement agency access to the visual depictions of child pornography.

If DIR accesses information that they perceive as a serious threat to human life or safety in conducting the approved Services, DIR shall report such threat to an appropriate law enforcement agency and DIR Customer's Executive Director or highest-level executive.

#### 1.4 No Warranties and Limitation of Liability

DIR makes no representation or warranty that its security services will disclose, identify, or prevent all vulnerabilities. DIR hereby disclaims all warranties, both express and implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DIR be liable for damages of any kind or nature that may arise from the services provided by DIR or DIR's Service Component Provider or Service Provider.

## **1.5 Service Interruption**

DIR will endeavor not to disrupt DIR Customer's services and to adhere to best practices for all work performed. However, tools or services may affect the serviceability of poorly configured or overextended systems or services. It is possible that control of DIR Customer's system may be lost. For any testing that DIR may be conducting, DIR endeavors to use the safest methods to compromise DIR Customer's systems; however, DIR Customer should be prepared to restore a damaged system from a recent, acceptable backup within an acceptable time as determined by DIR Customer. During any testing DIR may conduct, DIR will NOT conduct any deliberate Denial-of-Service attack. DIR Customer agrees not to hold DIR liable in the event of any service interruption(s) that may arise as a result of performance of any Services. If either party becomes aware of a service interruption, that party will notify the other party's emergency contact.

## **1.6 Termination of Services**

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant DIR Shared Services Contract, SMM, or other DIR Customer approved terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

## **2. DIR and DIR Customer Responsibilities**

### **2.1 DIR Customer agrees as follows to the extent assessment Services are requested or required:**

- a) DIR Customer responses to information requests and artifacts gathering pertinent to this security and risk assessment will be timely;
- b) The artifacts data are reasonably available via interviews and documents review;
- c) DIR Customer will make available the necessary Subject Matter Expert (SME) with required expertise to work with the SCP Assessment Team and will remain available thru the duration of the assessment;
- d) DIR Customer SME will be available when required for interaction with the SCP Assessment Team and that all the interviews will be conducted over the number of consecutive days as established during the project planning and scheduling phase;
- e) DIR Customer is responsible for the coordination and scheduling of resources and providing meeting facilities as necessary;
- f) Deliverables will be complete when DIR Customer has approved in writing that the deliverable meets the acceptance criteria;
- g) All document deliverables must be in formats (hard copy and/or electronic) as specified by DIR Customer. At a minimum, the formats must be in industry-accepted standards (e.g., MS Word, MS PowerPoint MS Project);
- h) DIR Customer will assist with meeting coordination for meetings between DIR Customer Key Personnel and DIR and the Service Provider and other staff to gather requirements and other activities;
- i) DIR may receive final copies of reports if DIR is paying for the assessment.

## **2.2 Penetration Testing**

**2.2.1 DIR Customer agrees as follows to the extent penetration testing (“PT”) is requested or required:**

- a) SCP may conduct a passive scan to determine the number of live IPs within the Customer designated IP range.
- b) DIR Customer shall not intentionally place an unsecured system or device in the test scope.
- c) If DIR Customer detects SCP testing activities, DIR Customer technical staff shall follow standard operating procedures and policies.

## **2.3 DIR Customer Compliance**

DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM(s) and as provided by DIR.