

WORK ORDER UNDER INTERLOCAL AGREEMENT**Service Provider:** Ellis County Texas**Department to Provide Service:** Road and Bridge, Pct. 1**Basis of Authority to Provide Service:**Interlocal Agreement dated _____Per Commissioner's Court Minute Order No. _____**Local Government Requesting Services:** Garrett**Description of Project to be undertaken:** fill pot hole 8
hours of work.**Location of Project to be undertaken:**Sleepy HollowBoyceMerrittCommissioner Precinct 1, Texas**Department:** Road and Bridge Pct. 1**APPROVED in Open Commissioner's Court per Minute Order No.** _____**On the** _____ **day of** _____ **20** 20.County Judge
Ellis County, Texas**ACCEPTED AND AGREED TO this** _____ **day of** _____ **20** 20.**Signature:** [Signature]**Title:** Mayor**On Behalf of:** Garrett

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**INTER-LOCAL COOPERATION CONTRACT AND AGREEMENT
FOR DETENTION SERVICES
BETWEEN
THE COUNTY OF ELLIS AND THE CITY OF ALMA**

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

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

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

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

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

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

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

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

1. That COUNTY shall provide housing to inmates of CITY who are charged with Class C misdemeanor offenses only.
2. That the cost to be charged to CITY by COUNTY providing housing of Class C misdemeanor inmates shall be \$60 per day.
3. That a day, for purposes of this agreement, shall include any part of a day beginning at 12:01 a.m. and ending at midnight of the same calendar day.
4. That the COUNTY by and through the Ellis County Sheriff's Office shall provide the housing, feeding, and security for the inmate housed under this agreement as well as providing health care supplies for the inmate as needed.

5. That the transportation of an inmate housed under the terms of this agreement to and from the Wayne McCollum Detention Center will be the sole responsibility of CITY.
6. That the CITY shall be responsible to take any and all inmates held under the terms of this agreement before a magistrate within twenty-three (23) hours from the time of said inmate's arrest or said inmate shall be released from the custody by the Ellis County Sheriff's personnel.
7. That the arresting agency of CITY shall provide the Ellis County Sheriff's Detention staff with a copy of the commitment order for the inmate and a copy of the judgment of the Court of the indigence hearing on the inmate wherein the inmate was found not to be indigent prior to the time or simultaneous with the time said inmate is delivered to the Wayne McCollum Detention Center.
8. That regardless of whether an inmate has been taken before a magistrate and regardless of whether a commitment order has been issued, the CITY agrees to pay for all expenses, including any medical or dental expenses, of an arrestee up until such arrestee is actually incarcerated in the Wayne McCollum Detention Center. The CITY also agrees to guard their arrestee during such arrestee's hospitalization prior to actual physical delivery for incarceration in the Wayne McCollum Detention Center. Once an arrestee is actually incarcerated in the Wayne McCollum Detention Center, the CITY agrees to pay the expenses of an inmate as agreed to herein this agreement.
9. That any inmate detained under this agreement shall undergo a medical screening process prior to acceptance into the Wayne McCollum Detention Center. Any prospective inmate found to be in immediate need of medical care by the intake officer will be rejected for admission. Regardless of any statutory provision, all emergency medical services required for an inmate being held for CITY will be the sole responsibility of CITY. If an inmate shall make a medical call to see a doctor, then CITY shall be billed for the actual cost of such medical call plus the cost of transporting the inmate to and from the location to provide that inmate with medical or dental services in an amount of \$0.32 per mile. Medical calls that require only the staff nurse on duty at the Wayne McCollum Detention Center will be provided as part of the service provided by COUNTY. In the event a medical emergency shall require transportation of the inmate to the hospital emergency room or confinement in the hospital, the detention personnel of COUNTY shall provide security on a temporary basis, not to exceed eighteen (18) hours. It shall be the responsibility of CITY to provide security for any inmate being held at the hospital for which CITY is financially responsible under the terms of this agreement within a reasonable time period that must begin no later than eighteen (18) hours from the inmate being delivered to the hospital. All emergency medical cost or other medical cost shall be the responsibility of CITY. Determination of the need to seek medical attention shall be made by COUNTY without any requirement for consultation with CITY prior to the time such medical service is required.
10. That the CITY shall indemnify and agree to hold harmless COUNTY for any loss which may occur to COUNTY while housing any inmate under this agreement except for acts or omissions of COUNTY which are intentional or grossly negligent.

11. The CITY agrees that is shall pay monthly to COUNTY as billed for services rendered under the terms of this agreement.
12. The parties agree that this inter-local agreement shall continue in force indefinitely. Said contract shall continue until such time as it shall be canceled or modified by either party. Either party may cancel this agreement upon one hundred eighty (180) days written notice to the other for any reason or cause or without cause.

EXECUTED in triplicate this, the day of , 2019.

Todd Little

COUNTY JUDGE, ELLIS COUNTY, TEXAS

Pursuant to minute order _____

Attest:

Approved:

Krystal Valdez
ELLIS COUNTY CLERK



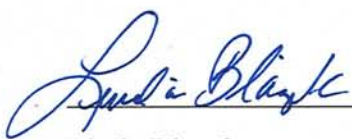
Chuck Edge
ELLIS COUNTY SHERIFF



Jason Griffin
MAYOR Pro Tem, CITY OF ALMA, TEXAS

Attest:

Approved:



Linda Blazek
CITY SECRETARY



Joe Sifuentes
CHIEF OF POLICE

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Ellis County Auditor's Report
Fiscal Year 2019

Benchmark for 12 Months = 100.00%

	<u>FY2020</u> <u>Budget</u>	<u>YTD</u> <u>Rev/Exp as</u> <u>of 9/30/2019</u>	<u>% of</u> <u>Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
<i>General Fund Revenues</i>					
NON-DEPARTMENTAL	45,667,523	45,779,558	100.25%	42,791,336	6.98%
DEPARTMENT OF DEVELOPMENT	343,400	533,071	155.23%	510,975	4.32%
ELECTIONS	76,232	75,877	99.53%	211,745	-64.17%
DISTRICT CLERK	791,300	852,184	107.69%	821,157	3.78%
COUNTY CLERK	1,605,550	1,871,433	116.56%	1,736,899	7.75%
SHERIFF REVENUES	338,387	422,181	124.76%	327,296	28.99%
COUNTY ATTORNEY	114,937	143,983	125.27%	85,737	67.94%
TAX COLLECTOR	1,281,000	1,083,332	84.57%	1,479,296	-26.77%
CIVIL ENGINEER	-	135	N/A	531	-74.55%
COUNTY COURT AT LAW #1	175,000	176,506	100.86%	175,541	0.55%
COUNTY TREASURER	-	91	N/A	171	-46.78%
JUSTICE OF THE PEACE PCT. 1	141,500	180,042	127.24%	192,161	-6.31%
JUSTICE OF THE PEACE PCT. 2	274,600	373,866	136.15%	345,772	8.13%
JUSTICE OF THE PEACE PCT. 3	230,300	184,070	79.93%	260,109	-29.23%
JUSTICE OF THE PEACE PCT. 4	145,750	214,452	147.14%	181,158	18.38%
CONSTABLE PCT. 1	25,740	44,323	172.19%	34,947	26.83%
CONSTABLE PCT. 2	55,740	58,349	104.68%	67,298	-13.30%
CONSTABLE PCT. 3	43,740	50,678	115.86%	46,967	7.90%
CONSTABLE PCT. 4	40,240	50,975	126.68%	48,016	6.16%
	51,350,939	52,095,106	101.45%	49,317,112	5.63%
<i>General Fund Expenditures</i>					
SHERIFF	9,933,225	9,565,368	96.30%	9,335,545	2.46%
JAIL	11,428,312	11,342,385	99.25%	10,865,713	4.39%
MAINTENANCE	733,728	719,647	98.08%	591,218	21.72%
COUNTY AUDITOR	543,089	528,304	97.28%	501,840	5.27%
INFORMATION TECHNOLOGY	596,473	586,284	98.29%	439,928	33.27%
TEXAS A&M AGRILIFE EXTENSIONS	239,890	216,033	90.06%	213,583	1.15%
DEPARTMENT OF DEVELOPMENT	876,776	852,778	97.26%	792,973	7.54%
VETERANS SERVICE OFFICER	136,830	124,268	90.82%	125,594	-1.06%
COMMISSIONERS	448,206	446,350	99.59%	435,294	2.54%
COURT REPORTER	44,000	52,774	119.94%	30,699	71.91%
ACCOUNTS PAYABLE	179,393	156,589	87.29%	145,622	7.53%
INDIGENT HEALTH CARE	1,235,898	937,279	75.84%	1,082,007	-13.38%
COMMUNICATIONS	-	(341)	N/A	65,919	-100.52%
MENTAL HEALTH JUV EXP	231,000	177,319	76.76%	321,215	-44.80%
NON-DEPARTMENTAL	7,234,117	6,428,460	88.86%	3,335,766	92.71%
STATE MANDATED INDIGENT LEGAL	2,137,000	2,186,639	102.32%	2,067,986	5.74%
COMMUNITY SUPERVISION & CORREC	3,600	4,109	114.13%	269	1426.24%
40TH JUDICIAL DISTRICT COURT	219,288	209,288	95.44%	216,197	-3.20%
378TH JUDICIAL DISTRICT COURT	217,250	211,739	97.46%	204,384	3.60%
443RD JUDICIAL DISTRICT COURT	217,096	213,472	98.33%	191,194	11.65%
INDIGENT DEFENSE	115,199	99,852	86.68%	-	N/A
ELECTIONS	665,600	656,581	98.64%	736,353	-10.83%
PURCHASING	244,454	216,664	88.63%	235,409	-7.96%
DISTRICT CLERK	1,018,960	995,655	97.71%	943,953	5.48%
COUNTY CLERK	1,053,232	1,018,665	96.72%	971,467	4.86%
HIGHWAY PATROL	123,799	101,080	81.65%	70,802	42.76%
GAME WARDEN	-	311	N/A	-	N/A
COUNTY ATTORNEY	3,800,359	3,665,316	96.45%	3,427,702	6.93%

Ellis County Auditor's Report
Fiscal Year 2019

Benchmark for 12 Months = 100.00%

	<u>FY2020</u> <u>Budget</u>	<u>YTD</u> <u>Rev/Exp as</u> <u>of 9/30/2019</u>	<u>% of</u> <u>Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
<i>General Fund Expenditures (Continued)</i>					
TAX COLLECTOR	1,202,234	1,129,072	93.91%	1,105,711	2.11%
CIVIL ENGINEER	752,997	668,998	88.84%	553,682	20.83%
COUNTY COURT AT LAW #1	413,554	388,223	93.87%	381,349	1.80%
COUNTY COURT AT LAW #2	410,263	399,577	97.40%	384,779	3.85%
COUNTY JUDGE	396,413	334,626	84.41%	371,833	-10.01%
COUNTY TREASURER	274,090	262,179	95.65%	254,795	2.90%
JUVENILE SERVICES	1,783,665	1,382,506	77.51%	1,379,838	0.19%
JUVENILE DETENTION	217,368	205,454	94.52%	199,101	3.19%
HUMAN RESOURCES AND SERVICES	325,605	293,238	90.06%	303,879	-3.50%
EMERGENCY MANAGEMENT	188,426	150,407	79.82%	149,502	0.61%
FIRE MARSHAL	477,460	450,903	94.44%	441,795	2.06%
JUSTICE OF THE PEACE PCT.1	285,405	279,165	97.81%	267,052	4.54%
JUSTICE OF THE PEACE PCT.2	388,980	385,824	99.19%	368,781	4.62%
JUSTICE OF THE PEACE PCT.3	280,409	275,111	98.11%	263,176	4.54%
JUSTICE OF THE PEACE PCT.4	277,326	274,784	99.08%	252,099	9.00%
CONSTABLE PCT.1	179,756	167,169	93.00%	165,011	1.31%
CONSTABLE PCT.2	180,558	175,129	96.99%	164,561	6.42%
CONSTABLE PCT.3	179,104	176,817	98.72%	173,089	2.15%
CONSTABLE PCT.4	179,469	170,202	94.84%	166,759	2.06%
	52,069,855	49,282,251	94.65%	44,695,423	10.26%

<i>Road & Bridge Funds - Revenues</i>					
ROAD & BRIDGE PCT. 1	1,250,324	1,421,799	113.71%	1,231,394	15.46%
ROAD & BRIDGE PCT. 2	1,258,949	1,567,371	124.50%	1,237,559	26.65%
ROAD & BRIDGE PCT. 3	1,716,351	1,678,312	97.78%	1,369,345	22.56%
ROAD & BRIDGE PCT. 4	1,249,087	1,387,699	111.10%	1,312,083	5.76%
	5,474,711	6,055,181	110.60%	5,150,381	17.57%
<i>Road & Bridge Funds - Expenditures</i>					
ROAD & BRIDGE PCT. 1	1,250,324	1,094,303	87.52%	1,174,519	-6.83%
ROAD & BRIDGE PCT. 2	1,385,949	1,282,715	92.55%	1,210,664	5.95%
ROAD & BRIDGE PCT. 3	1,816,351	1,351,248	74.39%	1,332,215	1.43%
ROAD & BRIDGE PCT. 4	1,249,087	1,050,325	84.09%	1,191,362	-11.84%
	5,701,711	4,778,591	83.81%	4,908,760	-2.65%

<i>Farm to Market Funds - Revenues</i>					
FARM TO MARKET 1	1,405,598	1,444,608	102.78%	1,349,724	7.03%
FARM TO MARKET 2	1,193,732	1,202,265	100.71%	1,284,278	-6.39%
FARM TO MARKET 3	1,197,232	1,221,741	102.05%	1,152,187	6.04%
FARM TO MARKET 4	1,266,232	1,513,222	119.51%	1,663,423	-9.03%
	5,062,794	5,381,836	106.30%	5,449,611	-1.24%
<i>Farm to Market Funds - Expenditures</i>					
FARM TO MARKET 1	1,405,598	1,050,329	74.72%	797,345	31.73%
FARM TO MARKET 2	1,121,732	1,092,995	97.44%	1,212,482	-9.85%
FARM TO MARKET 3	1,537,232	1,209,590	78.69%	1,134,810	6.59%
FARM TO MARKET 4	1,516,232	1,151,620	75.95%	1,405,802	-18.08%
	5,580,794	4,504,533	80.71%	4,550,439	-1.01%

Ellis County Auditor's Report
Fiscal Year 2019

Benchmark for 12 Months = 100.00%

	<u>FY2020</u> <u>Budget</u>	<u>YTD</u> <u>Rev/Exp as</u> <u>of 9/30/2019</u>	<u>% of</u> <u>Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
<i>Special Revenue Funds - Revenues</i>					
LATERAL ROADS	60,000	60,418	100.70%	60,497	-0.13%
COUNTY & DISTRICT COURT TECH	3,500	4,438	126.81%	4,084	8.68%
JUSTICE COURT TECHNOLOGY	19,000	29,810	156.89%	28,463	4.73%
DC ARCHIVES RECORDS MANAGEMENT	10,500	14,932	142.21%	13,310	12.19%
JURY	151,400	186,058	122.89%	154,506	20.42%
LAW LIBRARY	217,000	234,982	108.29%	217,248	8.16%
RECORDS MANAGEMENT	363,000	403,833	111.25%	397,485	1.60%
CC ARCHIVES RECORDS MANAGEMENT	368,000	426,126	115.80%	414,041	2.92%
FIRE MARSHAL SPECIAL FUND	55,000	50,134	91.15%	63,012	-20.44%
DISTRICT COURTS RECORDS TECH	21,000	27,403	130.49%	24,919	9.97%
DA CHECK PROCESSING	43,304	8,890	20.53%	9,236	-3.74%
DA DRUG FORFEITURE	66,000	33,760	51.15%	34,198	-1.28%
GENERAL RECORDS MGMT/PRESERVAT	62,000	82,470	133.02%	75,646	9.02%
COURTHOUSE SECURITY	76,900	89,233	116.04%	89,683	-0.50%
COURT REC. PRESERVATION	10,000	13,660	136.60%	9,781	39.66%
DWI BLOOD DRAW ACCOUNT	-	-	N/A	1,000	-100.00%
ELECTION ADMIN FEES	1,045,550	18,073	1.73%	536,511	-96.63%
SHERIFF FEDERAL FORFEITURE	2,000	64,464	3223.18%	87,911	-26.67%
SHERIFF SEIZURE	1,600	7,476	467.27%	4,883	53.12%
SHERIFF FORFEITURE	800	25,225	3153.19%	13,703	84.08%
DA DRUG SEIZURE	1,200	55,122	4593.50%	138,648	-60.24%
CONSTABLE 2 FORFEITURE	170	4	2.11%	2	73.79%
CONSTABLE 1 FORFEITURE	180	-	0.00%	-	N/A
	2,578,104	1,836,512	71.23%	2,378,767	-22.80%
<i>Special Revenue Funds - Expenditures</i>					
LATERAL ROADS	60,000	-	0.00%	-	N/A
COUNTY & DISTRICT CT TECH	3,500	-	0.00%	-	N/A
JUSTICE COURT TECHNOLOGY	19,000	275	1.45%	-	N/A
DC ARCHIVES RECORDS MANAGEMENT	10,500	-	0.00%	-	N/A
JURY	151,400	153,260	101.23%	149,679	2.39%
LAW LIBRARY	217,000	212,724	98.03%	204,384	4.08%
RECORDS MANAGEMENT	363,000	188,209	51.85%	205,179	-8.27%
CC ARCHIVES RECORDS MANAGEMENT	368,000	586,918	159.49%	-	N/A
FIRE MARSHAL SPECIAL FUND	55,000	26,189	47.62%	39,367	-33.47%
DISTRICT COURTS RECORDS TECH	21,000	-	0.00%	-	N/A
DA CHECK PROCESSING	43,304	26,782	61.85%	17,532	52.77%
DA DRUG FORFEITURE	117,102	58,326	49.81%	112,896	-48.34%
GENERAL RECORDS MGMT/PRESERVAT	62,000	-	0.00%	76,881	-100.00%
COURTHOUSE SECURITY	76,900	76,900	100.00%	148,000	-48.04%
COURT REC. PRESERVATION	10,000	-	0.00%	-	N/A
DWI BLOOD DRAW ACCOUNT	-	-	N/A	850	-100.00%
ELECTION ADMIN FEES	1,045,550	1,043,550	99.81%	-	N/A
SHERIFF FEDERAL FORFEITURE	76,392	59,337	77.67%	69,709	-14.88%
SHERIFF SEIZURE	1,600	2,105	131.54%	-	N/A
SHERIFF FORFEITURE	800	-	0.00%	1,000	-100.00%
DA DRUG SEIZURE	1,200	150,342	12528.49%	108,279	38.85%
CONSTABLE 2 FORFEITURE	170	-	0.00%	-	N/A
CONSTABLE 1 FORFEITURE	180	-	0.00%	-	N/A
	2,703,598	2,584,916	95.61%	1,133,755	128.00%

***Ellis County Auditor's Report
Fiscal Year 2019***

Benchmark for 12 Months = 100.00%

	<u>FY2020 Budget</u>	<u>YTD Rev/Exp as of 9/30/2019</u>	<u>% of Budget Received/ Used</u>	<u>Prior Year YTD</u>	<u>Increase/ (Decrease) from Prior Year</u>
<i>Interest & Sinking Funds - Revenues</i>					
INTEREST & SINKING SERIES 2002	1,342,636	36,211	2.70%	2,465,724	-98.53%
SERIES 16 INTEREST & SINKING	4,836,674	5,622,338	116.24%	1,667,802	237.11%
	6,179,310	5,658,549	91.57%	4,133,526	36.89%
<i>Interest & Sinking Funds - Expenditures</i>					
INTEREST & SINKING SERIES 2002	1,342,636	1,388,994	103.45%	2,100,803	-33.88%
SERIES 16 INTEREST & SINKING	4,836,674	3,419,888	70.71%	1,371,588	149.34%
	6,179,310	4,808,882	77.82%	3,472,390	38.49%

<i>Capital Projects Funds - Revenues</i>					
ROAD IMPROVEMENT FUND	252,500	302,846	119.94%	205,584	47.31%
PERMANENT IMPROVEMENT	806,966	685,051	84.89%	503,247	36.13%
ROW AVAILABLE	800	188,672	23584.01%	2,175	8573.50%
RIGHT OF WAY 2008	20,000	26,822	134.11%	25,544	5.00%
ROAD DISTRICT 1	10,000	30,581	305.81%	21,580	41.71%
ROAD DISTRICT 5	400	1,722	430.40%	1,215	41.72%
ROAD DISTRICT 16	1,200	4,741	395.08%	3,345	41.72%
SERIES 19 BOND PROJECT	-	5,105,232	N/A	-	N/A
	1,091,866	6,345,667	581.18%	762,691	732.01%
<i>Capital Projects Funds - Expenditures</i>					
ROAD IMPROVEMENT FUND	252,500	-	0.00%	-	N/A
PERMANENT IMPROVEMENT	806,966	654,508	81.11%	399,989	63.63%
ROW AVAILABLE	800	38,305	4788.09%	-	N/A
RIGHT OF WAY 2008	20,000	185,276	926.38%	-	N/A
ROAD DISTRICT 1	10,000	-	0.00%	-	N/A
ROAD DISTRICT 5	400	-	0.00%	-	N/A
ROAD DISTRICT 16	1,200	-	0.00%	-	N/A
SERIES 19 BOND PROJECT	-	119,202	N/A	-	N/A
	1,091,866	997,290	91.34%	399,989	149.33%

<i>Other Funds - Revenues</i>					
TRUST AND AGENCY FUND	-	7,342,568	N/A	7,050,593	4.14%
LEVEE 2	-	24,303	N/A	18,969	28.12%
LEVEE 3	-	66,071	N/A	64,472	2.48%
LEVEE 4	-	272	N/A	205	32.74%
	-	7,433,214	N/A	7,134,240	4.19%
<i>Other Funds - Expenditures</i>					
TRUST AND AGENCY FUND	-	7,235,779	N/A	6,874,085	5.26%
LEVEE 2	-	3,200	N/A	5,050	-36.63%
LEVEE 3	-	100,709	N/A	2,850	3433.66%
LEVEE 4	-	-	N/A	-	N/A
	-	7,339,688	N/A	6,881,985	6.65%

<i>Summary</i>					
REVENUE SUMMARY	72,829,590	85,803,355	117.81%	7,050,593	1116.97%
EXPENDITURE SUMMARY	73,327,134	74,296,150	101.32%	-	N/A

Interest & Sinking

General Obligation Refunding Bonds, Series 2016						
<i>Paid</i>	<i>Date</i>	<i>Interest %</i>	<i>Principal Payment</i>	<i>Interest Payment</i>	<i>Total Payment</i>	<i>Principal Balance</i>
	10/15/2016					37,600,000.00
☒	8/1/2017	5.00%	935,000.00	980,498.02	1,915,498.02	36,665,000.00
☒	2/1/2018	5.00%	-	685,418.75	685,418.75	36,665,000.00
☒	8/1/2018		-	685,418.75	685,418.75	36,665,000.00
☒	2/1/2019	4.00%	1,340,000.00	685,418.75	2,025,418.75	35,325,000.00
☒	8/1/2019		-	658,618.75	658,618.75	35,325,000.00
	2/1/2020	3.00%	2,125,000.00	658,618.75	2,783,618.75	33,200,000.00
	8/1/2020		-	626,743.75	626,743.75	33,200,000.00
	2/1/2021	2.00%	2,180,000.00	626,743.75	2,806,743.75	31,020,000.00
	8/1/2021		-	604,943.75	604,943.75	31,020,000.00
	2/1/2022	5.00%	2,265,000.00	604,943.75	2,869,943.75	28,755,000.00
	8/1/2022		-	548,318.75	548,318.75	28,755,000.00
	2/1/2023	5.00%	2,375,000.00	548,318.75	2,923,318.75	26,380,000.00
	8/1/2023		-	488,943.75	488,943.75	26,380,000.00
	2/1/2024	5.00%	2,495,000.00	488,943.75	2,983,943.75	23,885,000.00
	8/1/2024		-	426,568.75	426,568.75	23,885,000.00
	2/1/2025	5.00%	2,625,000.00	426,568.75	3,051,568.75	21,260,000.00
	8/1/2025		-	360,943.75	360,943.75	21,260,000.00
	2/1/2026	2.25%	2,725,000.00	360,943.75	3,085,943.75	18,535,000.00
	8/1/2026		-	330,287.50	330,287.50	18,535,000.00
	2/1/2027	4.00%	2,810,000.00	330,287.50	3,140,287.50	15,725,000.00
	8/1/2027		-	274,087.50	274,087.50	15,725,000.00
	2/1/2028	4.00%	2,925,000.00	274,087.50	3,199,087.50	12,800,000.00
	8/1/2028		-	215,587.50	215,587.50	12,800,000.00
	2/1/2029	3.25%	3,030,000.00	215,587.50	3,245,587.50	9,770,000.00
	8/1/2029		-	166,350.00	166,350.00	9,770,000.00
	2/1/2030	4.00%	3,145,000.00	166,350.00	3,311,350.00	6,625,000.00
	8/1/2030		-	103,450.00	103,450.00	6,625,000.00
	2/1/2031	3.25%	3,260,000.00	103,450.00	3,363,450.00	3,365,000.00
	8/1/2031		-	50,475.00	50,475.00	3,365,000.00
	2/1/2032	3.00%	3,365,000.00	50,475.00	3,415,475.00	-

Road & Bridge Pct. 2

Welch State Bank 59383						
VIN# 3ALAG0CY6HDJH7382 - 2017 Freightliner 108SD Truck						
SN#S7135 - Etnyre 2000 Gallon Distributor						
<i>Paid</i>	<i>Date</i>	<i>Interest %</i>	<i>Principal Payment</i>	<i>Interest Payment</i>	<i>Total Payment</i>	<i>Principal Balance</i>
		3.42%				189,904.30
☒	3/14/2017		40,589.31	-	40,589.31	149,314.99
☒	3/14/2018		35,461.80	5,127.51	40,589.31	113,853.19
☒	3/14/2019		36,679.56	3,909.75	40,589.31	77,173.63
	3/14/2020		37,931.89	2,657.42	40,589.31	39,241.74
	3/14/2021		39,241.74	1,347.57	40,589.31	-

BancorpSouth 002-0070806-007						
VIN ???? - 2019 Mack Granite GR64F Truck						
<i>Paid</i>	<i>Date</i>	<i>Interest %</i>	<i>Principal Payment</i>	<i>Interest Payment</i>	<i>Total Payment</i>	<i>Principal Balance</i>
	5/28/2019	3.94%				133,515.48
	6/28/2020		133,515.48	5,812.51	139,327.99	-

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Trial Balance for Ellis County

From 12/11/2019 To 01/03/2020

<i>Fund</i>	<i>Name</i>	<i>Opening Balance</i>	<i>Adjustments</i>	<i>Debit</i>	<i>Credit</i>	<i>Closing Balance</i>
1	GENERAL FUND	24,191,028.60	-	11,680,801.76	8,252,853.39	27,618,976.97
2	ROAD IMPROVEMENT FUND	730,978.26	-	103,969.07	65,000.00	769,947.33
3	ROAD/BRIDGE PCT. 1	1,414,242.77	-	234,958.37	163,181.33	1,486,019.81
4	ROAD/BRIDGE PCT. 2	1,216,910.54	-	250,814.02	183,014.93	1,284,709.63
5	ROAD/BRIDGE PCT. 3	1,186,743.99	-	373,603.68	322,357.04	1,237,990.63
6	ROAD/BRIDGE PCT. 4	1,112,642.52	-	550,385.88	473,620.29	1,189,408.11
7	ADULT PROBATION	1,016,388.93	60,674.02	394,002.07	285,837.60	1,185,227.42
8	JUVENILE PROBATION	1,126,038.81	-	107,275.12	216,988.98	1,016,324.95
9	F/M PCT. 1	1,455,323.76	-	217,770.43	75,733.88	1,597,360.31
10	F/M PCT. 2	183,484.31	-	169,400.53	79,402.33	273,482.51
11	F/M PCT. 3	921,490.54	-	201,276.93	73,839.82	1,048,927.65
12	F/M PCT. 4	1,179,804.48	-	229,376.08	73,121.53	1,336,059.03
13	LATERAL ROAD PCT. 1	312,148.87	-	-	-	312,148.87
14	COUNTY & DISTRICT CT TECH	34,077.51	-	257.00	-	34,334.51
15	JUSTICE COURT TECHNOLOGY FUND	141,725.29	-	34,210.25	32,800.00	143,135.54
16	DC ARCHIVES RECORDS MANAGEMENT	143,157.80	-	796.54	-	143,954.34
17	JURY	97,421.78	(2,280.00)	13,033.64	13,090.00	95,085.42
18	PERMANENT IMPROVEMENT	532,590.35	-	382,134.62	113,368.00	801,356.97
19	LAW LIBRARY	22,097.26	-	9,216.93	14,477.61	16,836.58
20	TRUST AND AGENCY FUND	84,912.63	-	99,934.67	-	184,847.30
21	RECORDS MANAGEMENT	993,722.48	-	223,592.05	195,082.64	1,022,231.89
22	CC ARCHIVES RECORDS MANAGEMENT	2,182,044.90	-	377,487.27	348,000.00	2,211,532.17
23	ROW AVAILABLE	275,105.29	-	397.35	-	275,502.64
24	FIRE MARSHAL SPECIAL FUND	107,807.60	-	5,869.45	495.95	113,181.10
25	RIGHT OF WAY 2008	2,849.95	-	-	-	2,849.95
26	DISTRICT COURT RECORDS TECH	174,182.32	-	1,467.68	-	175,650.00
27	ROAD DISTRICT 1	1,263,623.24	-	1,944.86	-	1,265,568.10
28	ROAD DISTRICT 5	71,136.22	-	109.49	-	71,245.71
29	ROAD DISTRICT 16	195,896.77	-	301.51	-	196,198.28
30	CHECK PROCESSING FEE AC	187,311.29	-	749.94	2,143.51	185,917.72
31	DRUG FORFEITURE FUND	165,916.29	-	24,044.82	23,953.98	166,007.13
32	GEN RECORD MANAGE/PRESE	471,059.20	-	68,006.15	62,800.00	476,265.35
33	COURTHOUSE SECURITY FUN	65,332.81	-	62,790.50	57,500.00	70,623.31
34	COURT REC. PRESERVATION 51.708	98,689.50	-	680.00	-	99,369.50
36	ELECTIONS ADMIN FEES	22,948.83	-	19.26	-	22,968.09
37	SERIES 1993 INTEREST &	11,583.18	-	-	-	11,583.18
38	SERIES 07 INTEREST & SINKING	4,037,468.59	-	918,309.85	291,908.00	4,663,870.44
40	SERIES 07 BOND PROJECT	5,002,439.41	-	14,531.85	6,750.00	5,010,221.26
42	SHERIFF FEDERAL DRUG FORFEITUR	299,065.58	-	11,232.99	21,560.57	288,738.00
45	ELLIS CO COMM CORRECTIONS	70,810.31	(60,674.02)	70,510.21	25,110.33	55,536.17
46	SHERIFF SEIZURE FUND	326,637.78	-	433.95	-	327,071.73
47	SHERIFF DRUG FORFEITURE	154,130.93	-	225.82	43.10	154,313.65
48	DISTRICT ATTY DRUG SEIZ	168,941.46	-	1,499.23	-	170,440.69
50	CIVIL SUPERVISION FEES	79,109.48	-	1,737.08	-	80,846.56
52	JUVENILE ACCOUNTABILITY I BL	752.29	-	-	-	752.29
56	CONSTABLE PCT #2 FORFEITURE	172.60	-	0.19	-	172.79
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	-	181.28
59	LAW ENFORCEMENT BLOCK GRANT	12.81	-	-	-	12.81
65	ADULT PROBATION	3,013.69	-	16,722.37	5,898.09	13,837.97
72	ELLIS COUNTY LEVEE #2	391,730.79	-	1,869.53	1,000.00	392,600.32
73	ELLIS COUNTY LEVEE #3	247,281.65	-	10,938.40	6,520.00	251,700.05
74	ELLIS COUNTY LEVEE #4	7,472.33	-	125.90	-	7,598.23
		54,181,639.85	(2,280.00)	16,868,815.29	11,487,452.90	59,560,722.24

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Ellis County Auditor's Office	
Monthly Report to Commissioners' Court	
LGC reference 114.025(a)(5)	
Period of November 27 through December 31, 2019	
Description	Additional Notes
11 Office Cash Counts - County Wide	Attempted Midlothian Tax Office however it was closed.
98 Manual Journal Entries	Payroll Accrual, move cash receipts to correct fiscal year, record receivables, correct cash balances due to erroneous JEs made prior to employment, miscellaneous corrections, routine adjusting journal entries
8 Budget Amendment Entries	Cash confirmations, Debt & Lease Confirmations, and Elected Official Questionnaires
Recreated 39 confirmation letters for external auditors	
Researched and responded to ~10 requests for information from internal departments	
Audited all Cash Receipt Revenue Reports daily for end of November and December to date	Recurring task
Audited all Daily Revenue Reports for Dec for all 4 JP Offices, JP1, JP2, JP3 & JP4	Recurring task
Audited Monthly Reports for Dec for all 4 JP Offices	Recurring task
Audited all Credit Card Transactions for all 4 JP offices for the month of Nov 2019	Recurring task
Audited all Weekly Revenue Reports for Dec for DOD	Recurring task
Audited Monthly Report for Dec for DOD	Recurring task
Audited all Daily Revenue Reports for Dec for District Clerk	Recurring task
Audited Monthly Report for Dec for District Clerk	Recurring task
Audited all Daily Revenue Reports for Dec for County Clerk	Recurring task
Audited Monthly Report for Dec for County Clerk	Recurring task
Audited all Revenue Reports for Dec for Sheriff's Office	Recurring task
Audited Monthly Report for Dec for Sheriff's Office	Recurring task
Audited Sheriff's Office Bond Account Bank Statement	Recurring task
Audited Ad Valorem Tax Reports for Dec for Tax Office	Recurring task
Audited Ad Valorem Tax Report for Dec for to ensure appropriate monies were deposited into Innoprise	Recurring task
Reviewed and calculated interest for 2 DA Forfeiture distributions	Recurring task
Reviewed Quarterly Court Costs Reports	Recurring task
Reconciled JP 1-4 Bond bank accounts (Aug & Sept)	Recurring task
Performed 11 cash audits + 1 attempted	Recurring task
Training with Purchasing on how to pull the monthly reports	As needed
Juvenile Financials	Recurring task
Payroll Audit x 2	Recurring task
Working on GASB 68 Audit	Annual task
Body Bag Audit	Completed and issued report
Worked on FFATA Cert for Title-IV; Amendment; Lobbying Statement	Annual task
Audited 941's	Quarterly task

Ellis County Auditor's Office	
Monthly Report to Commissioners' Court	
LGC reference 114.025(a)(5)	
Period of November 27 through December 31, 2019	
Description	Additional Notes
Monitor eGrants	Recurring task
Monitor OJP BVP Grant	Recurring task
Audited 2 AP cycles & 2 JP Morgan Chase Statements	Recurring task
Sent out invoices for:	
1 months of First Net (Cell Phone Accounts)	Recurring task
1 months of AT&T Mobility accounts	Recurring task
1 months of First Choice Long Distance	Recurring task
Prepared audit documents for CSCD audit	Annual task
Prepared audit documents for Juvenile Probation audit	Annual task
Audited/Sent Out First Net Statements – 3 accounts	
Audited/Sent Out First Choice Statements	
Completed sections of Opioid Worksheet	
Audited number of duplicate vendors in Innoprise	
Compiled flowchart with Vonda, regarding processes for all payment/invoices	
Entered 2 sets of quarterly reports for CSCD	Q4 FY2019 & Q1 FY2020
Completed about 90% of a new Salaries & Benefits spreadsheet	To be used during budget time. One spreadsheet with all salary/benefit budgetary information.
Entered 1 set of quarterly reports for Juvenile Probation	Q1 FY2020
Inactivated hundreds of account numbers no longer being used	In an effort to make it easier for department users to navigate their budgets
Recreated one expenditure reimbursement form, and created 2 news ones for 2020	
Multiple phone calls with Innoprise to resolve issues	
Organized Innoprise training	
Multiple meetings related to TechShare to resolve invoicing issue	
Visit to CCL2 to learn procedures for indigent defense and representation	
Began deployment of Smartsheet	Program to manage tasks, resources, and due dates

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Ellis County
Authorized Spending Report
 To Date: 12/31/2019
 From Account: 001-0612-505010
 To Account: 001-0612-509450
 Run Date: 01/06/2020
 User: dspurlock
 Report by:

Accounts	Total Budget	Original Budget	Budget Transfers	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	Total Avail.	Total %
001-0612-505010 : SALARY	66,232.00	66,232.00	0.00	5,094.84	13,756.06	0.00	0.00	52,475.94	79.23%
001-0612-505020 : STAFF SALARIES	110,634.00	110,634.00	0.00	8,506.18	21,791.51	0.00	0.00	88,842.49	80.30%
001-0612-505030 : CERTIFICATION PAY	2,700.00	1,800.00	900.00	200.00	600.00	0.00	0.00	2,100.00	77.78%
001-0612-505050 : LONGEVITY	120.00	120.00	0.00	10.00	30.00	0.00	0.00	90.00	75.00%
001-0612-505500 : HOSPITAL	33,000.00	33,000.00	0.00	0.00	0.00	0.00	0.00	33,000.00	100.00%
001-0612-505530 : SOCIAL SECURITY	13,888.00	13,888.00	0.00	1,014.71	2,662.15	0.00	0.00	11,225.85	80.83%
001-0612-505540 : RETIREMENT	21,314.00	21,314.00	0.00	1,577.32	4,126.32	0.00	0.00	17,187.68	80.64%
001-0612-507030 : TELEPHONE	3,000.00	3,000.00	0.00	568.65	568.65	0.00	0.00	2,431.35	81.04%
001-0612-508010 : SUPPLIES	2,500.00	2,500.00	0.00	-80.02	540.97	0.00	0.00	1,959.03	78.36%
001-0612-508020 : EQUIPMENT	6,700.00	6,700.00	0.00	153.88	1,130.87	0.00	0.00	5,569.13	83.12%
001-0612-508050 : CONFERENCE	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	100.00%
001-0612-508060 : OFFICIAL BOND/DUES	450.00	450.00	0.00	0.00	0.00	0.00	0.00	450.00	100.00%
001-0612-508080 : AUTO GAS/OIL REIMB	5,500.00	5,500.00	0.00	78.98	226.81	0.00	0.00	5,273.19	95.88%
001-0612-508090 : AUTO REPAIRS	2,000.00	2,000.00	0.00	0.00	9.25	0.00	0.00	1,990.75	99.54%
001-0612-508100 : AUTO TIRES	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
001-0612-508110 : AUTO PURCHASE/INSURANCE	1,800.00	1,800.00	0.00	0.00	0.00	0.00	0.00	1,800.00	100.00%
001-0612-508150 : MONTHLY DEPUTIES UNIFORM ALLOWANCE	1,920.00	1,920.00	0.00	160.00	480.00	0.00	0.00	1,440.00	75.00%
001-0612-508190 : COMPUTER	2,600.00	2,600.00	0.00	0.00	545.40	0.00	0.00	2,054.60	79.02%
001-0612-508200 : LEASE TRAINING	4,365.00	740.00	3,625.00	0.00	0.00	0.00	0.00	4,365.00	100.00%
001-0612-508210 : UNIFORM EXP	500.00	500.00	0.00	0.00	0.00	0.00	0.00	500.00	100.00%
001-0612-508350 : TRAINING	1,800.00	1,800.00	0.00	150.00	239.00	0.00	0.00	1,561.00	86.72%
	285,023.00	280,498.00	4,525.00	17,434.84	46,706.99	0.00	0.00	238,316.01	83.61%

Approved & accurate to the best of my knowledge.

1/6/2020



CIVIL PROCESS STATUS LISTING as of 01/07/2020 at 11:28am
FOR PAPERS RECEIVED FROM 12/01/2019 TO 12/31/2019

CAUSE.....	COURT PERSON TO SERVE.....	OFFICER ASSIGNED DATE RECEIVED DATE EXECUTED	RTC DATE STATUS..	TYPE.....
005-03621-	COLLI CITIZENS NATIONAL BANK OF TEXA STEVEN TERRELL	12.02.19 12.02.19	12.04.19 R	WRIT OF GA RNISHMENT
2019	NTY C			
	COURT			
	AT LA			
	W 5			
LT3483	JP2 WHITAKER, ARIANNA	12.03.19	12.11.19 R	WRIT OF PO SESSION
LT3553	JP2 MICHAEL SPROTT AND GAYLE SPROT BRAD ELLIOTT	12.04.19	12.11.19 R	WRIT OF PO SESSION
LT3562	JP2 HILL, SEAN	12.04.19	12.11.19 R	EVICTON
LT3563	JP2 MONIQUA HARRIS AND SUMMER LACE BRAD ELLIOTT	12.04.19	12.11.19 R	EVICTON
LT3564	JP2 CINDY WILLIAMS	12.04.19	12.11.19 R	EVICTON
LT3565	JP2 CERVANTES, VINCENT	12.05.19	12.11.19 R	EVICTON
LT3566	JP2 REDDELL, MIKE	12.04.19	12.11.19 R	EVICTON
048-D17187	48TH COLE RETAIL LLC (CHUCK COLE)	12.05.19	12.23.19 R	CITATION
-18	DISTR			
	ICT C			
	COURT			
	TARRA			
	NT CO			
	UNTY			
LT3568	JP2 MILLER, JEFFERY	12.09.19	12.11.19 E	CITATION
LT3569	JP2 HAMMOND, HOGAN MARK	12.10.19	12.11.19 E	CITATION
101077	40TH TINA BUCK	12.11.19		WRIT OF EX ECUTION
	DISTR			
	ICT C			
	COURT			
LT3574	JP2 REAGOR, OTIS	12.12.19	12.16.19 R	CITATION
LT3570	JP2 JENNIFER ROBICHEAUX AND ALL OC SCOTT LINDSEY	12.13.19	12.17.19 R	CITATION
LT3570	JP2 JENNIFER ROBICHEAUX AND ALL OC SCOTT LINDSEY	12.13.19		CITATION
LT3572	JP2 VANEICE CASH & ALL OCCUPANTS SCOTT LINDSEY	12.13.19	12.17.19 R	CITATION
LT3573	JP2 JENNIFER VASQUEZ-BLAKE & ALL O SCOTT LINDSEY	12.13.19	12.17.19 R	CITATION
LT3575	JP2 JEREMY REED	12.13.19	12.17.19 R	CITATION
DC-19-1692	191ST ANGELA BEASLEY	12.17.19		CITATION
0	DISTR			
	RICT			
	COURT			
	DALL			
	AS CO			
	UNTY			
LT3576	JP2 GREG DEAN AND TARA DEAN	12.17.19	12.20.19 R	EVICTON
322-643781	332ND VINCENT FLEMINGS	12.18.19		CITATION
-18	DISTR			
	RICT			
	COURT			
TX-18-0200	DALLA GABRIELA ROJAS	12.19.19	04.17.19 R	CITATION F OR STATE
8	S COU			
	NTY D			

CIVIL PROCESS STATUS LISTING as of 01/07/2020 at 11:28am
FOR PAPERS RECEIVED FROM 12/01/2019 TO 12/31/2019

CAUSE.....	COURT PERSON TO SERVE.....	OFFICER ASSIGNED	DATE RECEIVED	DATE EXECUTED	RTC DATE	STATUS..	TYPE
0012798870	128TH KATIE GERVAIS	BRAD ELLIOTT	12.23.19	12.26.19	12.26.19	R	CITATION F OR STATE
4TH DIST RICT COURT ORAN GE CO UNITY							
LT3577	JP2 CODY CUMMINGS AND REBECCA CUMM	BRAD ELLIOTT	12.23.19	12.23.19	12.26.19	R	EVICTON
LT3578	JP2 JON WARREN	BRAD ELLIOTT	12.23.19	12.26.19	12.26.19	R	EVICTON
LT3579	JP2 JOHN CORMAN	BRAD ELLIOTT	12.23.19	12.26.19	12.26.19	R	EVICTON
SC191173A	JP1 DEYO dba BEAUTIFUL EXTERIORS,	BRAD ELLIOTT	12.23.19	01.08.19	01.09.19	R	CITATION
LT3365	JP2 TIMOTHY ALEXANDER	BRAD ELLIOTT	12.26.19	01.08.19	01.09.19	R	WRIT OF PO SSESSION
LT3362	JP2 ROLLINS, LAWRENCE	BRAD ELLIOTT	12.27.19	12.30.19	01.04.19	R	WRIT OF PO SSESSION
LT3565	JP2 CERVANTES, VINCENT	BRAD ELLIOTT	12.27.19	12.30.19	12.30.19	R	WRIT OF PO SSESSION
LT3580	JP2 ROBERT WENZEL AND REBECCA WENZ	SCOTT LINDSEY	12.31.19	12.31.01	12.31.19	R	CITATION
LT3580	JP2 ROBERT WENZEL AND REBECCA WENZ	SCOTT LINDSEY	12.31.19	12.31.01	12.31.19	R	CITATION
LT3581	JP2 SEAN HILL	SCOTT LINDSEY	12.31.19	12.31.01	12.31.19	R	CITATION

33 record(s) listed

Ellis County Constable Pct2 Terry Ray Constable Pct2 701 S. I-35E #2 Wrenahachie, Texas 75165 (972)825-5027 Civil Papers Balance Report For Papers Received From 12/01/2019 to 12/31/2019														
Cause	Court Court#	Seq.	Style	Rec. Date	Paper Type	Receipt	Amount Collected By	Payment Type(s)						
005-03621- COLLI														
L23483	JP2	2		12/02/2019	WRIT OF GARNISH	57267	175.00 STEVEN TERRELL	Check						
L23553	JP2	2		12/03/2019	WRIT OF POSSESS		175.00 BRAD ELLIOTT							
L23562	JP2	2		12/04/2019	WRIT OF POSSESS		175.00 BRAD ELLIOTT							
L23563	JP2	2		12/04/2019	EVICTON		90.00 BRAD ELLIOTT							
L23564	JP2	2		12/04/2019	EVICTON		180.00 BRAD ELLIOTT							
L23565	JP2	2		12/04/2019	EVICTON		90.00 BRAD ELLIOTT							
L23566	JP2	2		12/04/2019	EVICTON		90.00 BRAD ELLIOTT							
048-017187 48TH				12/04/2019	EVICTON		90.00 BRAD ELLIOTT							
L23568	JP2	JP2		12/04/2019	EVICTON		90.00 BRAD ELLIOTT							
L23569	JP2	JP2		12/05/2019	CITATION		90.00 BRAD ELLIOTT							
101077 40TH				12/09/2019	CITATION		90.00 SCOTT LINDSEY							
L23574	JP2	JP2		12/10/2019	CITATION		90.00 SCOTT LINDSEY	Check						
L23570	JP2	JP2		12/11/2019	WRIT OF EXECUTI	57269	175.00 STEVEN TERRELL							
L23572	JP2	JP2		12/12/2019	CITATION		90.00 SCOTT LINDSEY							
L23570	JP2	JP2		12/13/2019	CITATION		90.00 SCOTT LINDSEY							
L23572	JP2	JP2		12/13/2019	CITATION		90.00 SCOTT LINDSEY							
L23573	JP2	JP2		12/13/2019	CITATION		180.00 SCOTT LINDSEY							
L23575	JP2	JP2		12/13/2019	CITATION		180.00 SCOTT LINDSEY							
DC-19-1692 191ST				12/17/2019	CITATION		180.00 STEVEN TERRELL	Check						
L23576	JP2	2		12/17/2019	EVICTON	57270	180.00 BRAD ELLIOTT							
322-643781 332ND				12/18/2019	CITATION		180.00 BRAD ELLIOTT							
TX-18-0200 DALLA				12/19/2019	CITATION FOR ST		90.00 BRAD ELLIOTT							
0012798870 128TH				12/19/2019	CITATION FOR ST		90.00 BRAD ELLIOTT							
SC191173A JP1		1		12/23/2019	EVICTON		90.00 BRAD ELLIOTT							
L23577	JP2	2		12/23/2019	EVICTON		90.00 BRAD ELLIOTT							
L23578	JP2	2		12/23/2019	EVICTON		90.00 BRAD ELLIOTT							
L23579	JP2	2		12/23/2019	EVICTON		180.00 BRAD ELLIOTT							
L23365	JP2	2		12/23/2019	WRIT OF POSSESS		90.00 BRAD ELLIOTT							
L23362	JP2	2		12/27/2019	WRIT OF POSSESS		175.00 BRAD ELLIOTT							
L23565	JP2	2		12/27/2019	WRIT OF POSSESS		175.00 BRAD ELLIOTT							
L23580	JP2	JP2		12/31/2019	CITATION		180.00 SCOTT LINDSEY							
L23580	JP2	JP2		12/31/2019	CITATION		180.00 SCOTT LINDSEY							
L23581	JP2	JP2		12/31/2019	CITATION		90.00 SCOTT LINDSEY							

Ellis County Constable Pct2
 Tarry Noy Constable Pct2
 701 S. I-35E #2
 Waxahachie, Texas 75165
 (972)825-5027

Civil Papers Balance Report

For Papers Received From 12/01/2019 to 12/31/2019

Cause	Court Court#	Seq. Style	Rec. Date	Paper Type	Receipt	Amount Collected By	Payment Type(s)
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 4,375.00

Total Number of Papers Listed 33

Ellis County

Authorized Spending Report

To Date: 12/31/2019
 From Account: 001-0613-505010
 To Account: 001-0613-508880
 Run Date: 01/06/2020
 User: dspurlock
 Report by:

Accounts	Total Budget	Original Budget	Budget Transfers	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	Total Avail.	Total %
001-0613-505010 : SALARY	66,232.00	66,232.00	0.00	5,094.84	13,756.06	0.00	0.00	52,475.94	79.23%
001-0613-505020 : DEPUTY SALARY	59,711.00	59,711.00	0.00	4,589.00	12,390.30	0.00	0.00	47,320.70	79.25%
001-0613-505030 : CERTIFICATION PAY	1,800.00	1,800.00	0.00	50.00	150.00	0.00	0.00	1,650.00	91.67%
001-0613-505500 : HOSPITALIZATION	22,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00	100.00%
001-0613-505530 : SOCIAL SECURITY	9,889.00	9,889.00	0.00	720.01	1,938.87	0.00	0.00	7,950.33	80.40%
001-0613-505540 : RETIREMENT	15,321.00	15,321.00	0.00	1,107.98	2,983.64	0.00	0.00	12,337.36	80.53%
001-0613-507030 : TELEPHONE	3,000.00	3,000.00	0.00	135.87	135.87	0.00	0.00	2,864.13	95.47%
001-0613-508010 : SUPPLIES	2,500.00	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	100.00%
001-0613-508020 : EQUIPMENT	6,000.00	6,000.00	0.00	80.00	1,280.00	0.00	0.00	4,720.00	78.67%
001-0613-508050 : CONFERENCE	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	100.00%
001-0613-508060 : OFFICIAL BOND/DUES	450.00	450.00	0.00	0.00	0.00	0.00	0.00	450.00	100.00%
001-0613-508080 : AUTO GAS/OIL REIMB	4,500.00	4,500.00	0.00	247.16	551.98	0.00	0.00	3,948.02	87.73%
001-0613-508090 : AUTO REPAIRS	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00	2,000.00	100.00%
001-0613-508100 : AUTO TIRES	200.00	200.00	0.00	0.00	0.00	0.00	0.00	200.00	100.00%
001-0613-508110 : AUTO PURCHASE/INSURANCE	1,800.00	1,800.00	0.00	0.00	0.00	0.00	0.00	1,800.00	100.00%
001-0613-508150 : MONTHLY DEPUTIES UNIFORM ALLOWANCE	960.00	960.00	0.00	80.00	240.00	0.00	0.00	720.00	75.00%
001-0613-508190 : COMPUTER	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
001-0613-508200 : LEASE TRAINING	1,570.00	740.00	830.00	0.00	0.00	0.00	0.00	1,570.00	100.00%
001-0613-508210 : UNIFORM EXP	500.00	500.00	0.00	0.00	0.00	0.00	0.00	500.00	100.00%
001-0613-508350 : TRAINING	1,500.00	1,500.00	0.00	80.00	80.00	0.00	0.00	1,420.00	94.67%
	203,933.00	203,103.00	830.00	12,184.86	33,506.82	0.00	0.00	170,426.48	83.57%

Curtis Polk Jr
 1-6-20

F5

CIVIL PROCESS STATUS LISTING as of 01/07/2020 at 11:21am
FOR PAPERS RECEIVED FROM 12/01/2019 TO 12/31/2019

CAUSE.....	COURT PERSON TO SERVE.....	OFFICER ASSIGNED DATE RECEIVED DATE EXECUTED	RTC DATE STATUS... TYPE
TX-19-0189 44TH	DIANE REED (TRUSTEE FOR A.P.S. POLK, CURTIS	12.02.19 12.04.19	12.04.19 R CITATION
6	JUDIC		
	IAL D		
	ISTRI		
	CT CO		
	URT D		
	ALLAS		
	COUN		
	TY		
TX-18-0195 298TH	GLENDIA PARKER DELACERDA	12.04.19 12.04.19	12.05.19 R CITATION
6	JUDI		
	CIAL		
	DISTR		
	ICT C		
	CURT		
	DALLA		
	S COU		
	NTY		
322-525274 322ND	LIZA LYNN LOPEZ	12.09.19 12.12.19	12.13.19 R CITATION
-12	DIST		
	RICT		
	COURT		
LT2003 JP3	EASLEY, GAYLA	12.10.19 12.11.19	12.11.19 R EVICTION
LT2004 JP3	KIDD, CHELSEY	12.10.19 12.11.19	12.11.19 R EVICTION
LT1988 JP3	FRAZIER, EDWARD	12.11.19 12.13.19	12.13.19 R WRIT OF PO
			SESSION
101562 40TH	VERONICA GUERRERO	12.12.19 12.13.19	12.16.19 R CITATION
	JUDIC		
	IAL C		
	CURT		
LT1999 JP3	HORTON, CHRISTOPHER	12.13.19 12.19.19	12.19.19 R WRIT OF PO
			SESSION
LT2005 JP3	JOHNSON, K'MYTASHA	12.13.19 12.13.19	12.16.19 R EVICTION
LT2006 JP3	PARKS, LASHANDRA	12.13.19 12.13.19	12.13.19 R EVICTION
LT2007 JP3	RAMIREZ, ZENAIDA	12.13.19 12.17.19	12.18.19 R EVICTION
LT2008 JP3	COLLINS, JOSHUA	12.17.19 12.17.19	12.17.19 R EVICTION
LT2009 JP3	MCDONALD, ROSALYN	12.19.19 12.19.19	12.20.19 R EVICTION
LT2010 JP3	CONWAY, PHILLIP	12.19.19 12.20.19	12.20.19 R EVICTION
LT2011 JP3	CARRERA, VANESSA	12.19.19 12.19.19	12.19.19 R EVICTION
DF-19-1406 330TH	ERIBERTO ANTONIO GONZALES	12.26.19 12.26.19	12.30.19 R CITATION
2	DIST		
	RICT		
	COURT		
LT2012 JP3	BROWN, BECKY	12.27.19 12.27.19	12.27.19 R EVICTION
LT2013 JP3	THOMAS, LORENZO ALLEN	12.27.19 12.27.19	12.27.19 R EVICTION
LT2014 JP3	ANDERSON, TILLIE D.	12.30.19 12.30.19	12.31.19 R EVICTION
LT2004 JP3	KIDD, CHELSEY	12.31.19 01.03.20	01.03.20 R WRIT OF PO
			SESSION

CIVIL PROCESS STATUS LISTING as of 01/07/2020 at 11:21am
FOR PAPERS RECEIVED FROM 12/01/2019 TO 12/31/2019

CAUSE.....	COURT PERSON TO SERVE.....	OFFICER ASSIGNED	DATE RECEIVED	DATE EXECUTED	RTC DATE	STATUS..	TYPE.....
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20 record(s) listed

Ellie County Constable Pct. 3
 Jimmie Ray
 101 W. Main St. Suite 125-B
 Wakahachie, Texas 75165
 (972)825-5006

Civil Papers Balance Report
 For Papers Received From 12/01/2019 to 12/31/2019

Cause	Court Court#	Seq.	Style	Rac.	Date	Paper Type	Receipt	Amount Collected By	Payment Type(s)
TX-19-0189	44TH	44	0		12/02/2019	CITATION		90.00 POLK, CURTIS	
TX-18-0195	298TH	298	0		12/04/2019	CITATION		90.00 POLK, CURTIS	
322-525274	322ND	322	0	CHILD SUPPORT	12/09/2019	CITATION		90.00 FENA, CONNIE	
LT2003	JP3	3	0	EVICTON	12/10/2019	EVICTON		90.00 FENA, CONNIE	
LT2004	JP3	3	0	EVICTON	12/10/2019	EVICTON		90.00 FENA, CONNIE	
LT1988	JP3	3	1		12/11/2019	WRIT OF POSSESS	181	175.00 POLK, CURTIS	Check
LT1562	40TH	40	0	CITATION	12/12/2019	CITATION		90.00 27	
LT1999	JP3	3	1		12/13/2019	WRIT OF POSSESS		175.00 POLK, CURTIS	
LT2005	JP3	3	0		12/13/2019	EVICTON		90.00 POLK, CURTIS	
LT2006	JP3	3	0		12/13/2019	EVICTON		90.00 POLK, CURTIS	
LT2007	JP3	3	0		12/13/2019	EVICTON		90.00 POLK, CURTIS	
LT2008	JP3	3	0		12/17/2019	EVICTON		90.00 POLK, CURTIS	
LT2009	JP3	3	0		12/19/2019	EVICTON		90.00 POLK, CURTIS	
LT2010	JP3	3	0		12/19/2019	EVICTON		90.00 POLK, CURTIS	
LT2011	JP3	3	0		12/19/2019	EVICTON		90.00 POLK, CURTIS	
DF-19-1406	330TH	330	0	TEMPORARY PROTECTIVE ORDE	12/26/2019	CITATION		0.00 FENA, CONNIE	
LT2012	JP3	3	0		12/27/2019	EVICTON		90.00 POLK, CURTIS	
LT2013	JP3	3	0		12/27/2019	EVICTON		90.00 POLK, CURTIS	
LT2014	JP3	3	0	EVICTON	12/30/2019	EVICTON		90.00 FENA, CONNIE	
LT2004	JP3	3	1	WRIT OF POSSESSION	12/31/2019	WRIT OF POSSESS		175.00 FENA, CONNIE	
								1,965.00	

Total Number of Papers Listed 20



76
ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



JOHN BRIDGES, RTA, CTA, CSTA

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

Jan 7, 2020

Request for Approval of January 14th, 2020
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
✓ KL Management Co. Inc.	✓ 254606	✓ \$3,210.19
✓ Fidelity National Title	✓ 222972	✓ \$3,571.26
✓ Citizens National Bank of Texas	✓ 180714	✓ \$3,411.32

Total Refunds: \$10,192.77

Rachel Conte Chief Deputy
Tax Office

Todd Little, County Judge

Commissioner Stinson, Pct. 1

Commissioner Grayson, Pct. 2

Commissioner Perry, Pct. 3

Commissioner Butler, Pct. 4



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

Phone No.: 972-825-5150

Fax No.: 972-825-5151

Print Date: 12/27/2019

K L MANAGEMENT CO INC
P O BOX 178
MIDLOTHIAN, TX 76065

Account Number
254606

Legal Description of the Property
LOT 10 BLK A PEBBLE CREEK ADDN .1002 AC
1622 YUCCA ST 76065

OWNER: LUNDBERG KENNETH & HELEN

2019 OVERAGE AMOUNT \$3,210.19

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 354: CITY OF MIDLOTHIAN

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>KL Management CO</u> ✓			
	Address: <u>P.O. Box 178</u>			
	City, State, Zip: <u>Midlothian TX 76065</u>			
	Daytime Phone No.: <u>972-723-6508</u>		E-Mail Address:	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>KL Management</u>	<u>12296</u>	<u>12-27-19</u>	<u>\$36420.58</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	☐ I paid this account in error and I am entitled to the refund.			
	☒ I overpaid this account. Please refund the excess to the address listed in Step 1.			
	☐ This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)			DATE
	<u>Kenneth Lundberg</u>			<u>12-27-19</u>
TAX OFFICE USE ONLY: ☐ Approved ☐ Denied By: _____ Date: _____				

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



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

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

Print Date: 12/03/2019

FIDELITY NATIONAL TITLE
114 PARK PLACE CT #200
WAXAHACHIE, TX 75165

Account Number 222972
Legal Description of the Property LOT 6R BLK A HUNTINGTON ESTS-REV 3.354 AC 841 BLACK CHAMP RD 75167 OWNER: 841 BLACK CHAMP ROAD LLC

2019 OVERAGE AMOUNT \$3,571.26

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 503: EC ESD #2 MID

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Fidelity National Title</u> ✓			
	Address: <u>114 Park Place Ct #200</u>			
	City, State, Zip: <u>Waxahachie TX 75165</u>			
	Daytime Phone No.: <u>972-920-6770</u>		E-Mail Address: <u>lrogue@fidelity-usa.com</u>	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Baker Firm Fidelity National Title</u>	<u>51390319</u>	<u>11/21/19</u>	<u>\$8970.80</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	☐ I paid this account in error and I am entitled to the refund.			
	☒ I overpaid this account. Please refund the excess to the address listed in Step 1.			
	☐ This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <u>[Signature]</u>		DATE <u>12/10/19</u>	
TAX OFFICE USE ONLY: ☐ Approved ☐ Denied By: _____ Date: _____				

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

Date: 12/04/2019
 Amount: 8,970.80
 Check Number: 513901319
 Account Number: 0036120932

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND OR WHITE PAPER THERMOCHROMIC INK ON BACK.

 FIDELITY NATIONAL TITLE AGENCY, INC. 1-OLD RQ 8932 DAL FNT CPF Trust Account Compass-FY-44139 114 Park Place Court, #200 Waxahatchie, TX 75165 Escrow No. 8001391800794 (972)920-6770	BBVA Compass Bank 8333 Douglas Avenue, Suite 800 Dallas, TX 75225	513901319 November 21, 2018 11-25 1210
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—Eight Thousand Nine Hundred Seventy and 80/100— Dollars

AMOUNT
\$ 8,970.80

PAY TO THE ORDER OF **John Bridges RTA, CTA, CSTA - Ellis County Tax Office**
Tax Assessor-Collector #222972
109 S. Jackson Rm T125
Waxahatchie, TX 75168

MEMO 2019 taxes due

[Signature]

#0513901319# 111907445# 36120932#

3449473

ELIS COUNTY COLLECTOR 12/03/2019 11-25 1210	Response Here For Deposit Only 12/03/2019 ELIS COUNTY COLLECTOR 11-25 1210 DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE RETURN TO ELIS COUNTY COLLECTOR
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Legend: ☐ **Check** ☐ **Debit** ☐ **Transfer** ☐ **Withdrawal** ☐ **Deposit** ☐ **Payment** ☐ **Refund** ☐ **Other**

Check: ☐ **Debit:** ☐ **Transfer:** ☐ **Withdrawal:** ☐ **Deposit:** ☐ **Payment:** ☐ **Refund:** ☐ **Other:** ☐

Check: ☐ **Debit:** ☐ **Transfer:** ☐ **Withdrawal:** ☐ **Deposit:** ☐ **Payment:** ☐ **Refund:** ☐ **Other:** ☐

Wende Upchurch

From: Tina Boykin <tina.boykin@co.ellis.tx.us>
Sent: Thursday, December 12, 2019 8:23 AM
To: Wende Upchurch
Subject: [EXTN] web question

Good Morning,

Due to the amount the refund has to go before Commissioners Court. The court requires a sign request, could you please sign and send back to me.

If you have any question please feel free to contact me

Tina Boykin
Administrative Assistant
Ellis County Tax Office
tina.boykin@co.ellis.tx.us
972-825-5150

Wende Upchurch has the following question:

Email: wende.upchurch@enboftexas.com

Tax account 180714 in the name of Patsy Cochran was paid in error by Citizens National Bank of Texas. Please refund the amount of \$3,411.32 to Citizens National Bank of Texas.

If additional information or documentation is needed, please let me know.

Thank you,

Wende Upchurch
972-351-5194

W Upchurch

227TB	12/27/2019	42453641	12296	CH	\$35,312.09	\$3,210.19	AA	254606	22167316-K L MAN
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02MG3	12/02/2019	42061042	513901319	CH	\$8,970.80	\$3,571.26	LG	222972	26631825-FIDELITY
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19	11/26/2019	42009695	851950	CH	\$2,531,252.00	✓ \$3,411.32	PA	180714	1560-CITIZENS NATI
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F7

<i>Fund/Dept</i>	<i>Vendor</i>	<i>Invoice#</i>	<i>Invoice Date</i>	<i>Amount</i>	<i>Description</i>
Ind. Def.	Lalon Peale	19087-062719	6/27/2019	810.00	Attorney Fees
FM3	United Rentals	171653898-005	9/27/2019	5,195.65	Water Truck Rental - 4 Weeks
FM3	United Rentals	171653898-008	10/30/2019	(56.75)	Remove Sales Tax from above invoice
				5,138.90	
FM3	Alvarado Sand and Gravel, LLC	25183	5/3/2019	9,865.30	Road Materials
FM3	Alvarado Sand and Gravel, LLC	24972	2/28/2019	4,148.13	Road Materials
FM3	Alvarado Sand and Gravel, LLC	24973	2/28/2019	2,932.48	Road Materials
FM3	Alvarado Sand and Gravel, LLC	24977	2/28/2019	891.99	Road Materials
FM3	Alvarado Sand and Gravel, LLC	24978	2/28/2019	1,385.55	Road Materials
FM3	Alvarado Sand and Gravel, LLC	25039	3/14/2019	837.94	Road Materials
FM3	Alvarado Sand and Gravel, LLC	25040	3/14/2019	8,309.91	Road Materials
FM3	Alvarado Sand and Gravel, LLC	25182	5/3/2019	7,206.50	Road Materials
FM3	Alvarado Sand and Gravel, LLC	25438	7/9/2019	1,155.67	Road Materials
FM3	Alvarado Sand and Gravel, LLC	25440	7/9/2019	891.93	Road Materials
FM3	Alvarado Sand and Gravel, LLC	25584	8/19/2019	459.48	Road Materials
FM3	Alvarado Sand and Gravel, LLC	25585	8/19/2019	10,835.90	Road Materials
FM3	Alvarado Sand and Gravel, LLC	25663	9/9/2019	5,994.00	Road Materials
				54,914.78	
JP3	CuLeGo Inc	318696	8/1/2019	658.00	Logo Sheets
JP3	Staples	8054983385	7/12/2019	110.79	Office Supplies
JP3	Staples	8055060523	7/19/2019	22.26	Office Supplies
JP3	Staples	8055529920	8/28/2019	22.39	Office Supplies
				155.44	

17.02 IN-COUNTY TRAVEL

All travel incurred by County employees for conducting County business within the County is authorized if it is approved by the department head and does not exceed budgetary limitations.

Reimbursement of in-county travel costs is based on current IRS issued standard mileage rates.

Reimbursement for the use of private automobiles by employees is made monthly upon submission of required report and request forms. Employees are expected to report the shortest distance between destinations for all travel. Travel between an employee's residence and a County office is not allowable for reimbursement.

17.03 OUT-OF-COUNTY TRAVEL

Out-of-county travel by County employees is permissible provided that it is authorized in advance by the department head and does not exceed departmental budgetary limitations. Reimbursement of out-of-county travel costs is based upon the most economical conveyance that is reasonably available on current IRS issued standard mileage rates. When private automobiles are used for out-of-county travel, reimbursement is allowed on the basis of actual mileage or tourist class airfare, whichever is less. If no air service is available to the authorized destination, actual mileage is allowed. The difference in cost between first-class air accommodations and less-than-first-class air accommodations are unallowable except when less-than-first-class air accommodations are not reasonably available.



ELLIS COUNTY BUDGET AMENDMENT

FISCAL YEAR FY2020

****Pursuant to Texas Local Government Code §111.010, §111.0105, §111.0106, §111.0107, §111.0108, or §111.011, Commissioner's Court may amend the adopted budget if certain criteria is met.****

I am requesting that the Ellis County Commissioners' Court make necessary amendments to the Adopted Budget. The following amendments will ☒ INCREASE/ ☐ DECREASE the FY2020 Budget

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-407190	Chapter 19 State Funding	(\$ 13,696.08)
	TOTAL:	(\$ 13,696.08)

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508000	Chapter 19 Expense	\$ 13,696.08
	TOTAL:	\$ 13,696.08


Signature

12-30-19
Date

Elections
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS BUDGET AMENDMENT IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, _____

COUNTY JUDGE

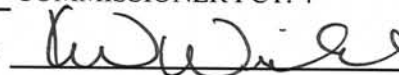
COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:



F10



RECEIVED

DEC 27 2019

ELLIS COUNTY
CLERK

ELLIS COUNTY BUDGET AMENDMENT

FISCAL YEAR FY2020

****Pursuant to Texas Local Government Code §111.010, §111.0105, §111.0106, §111.0107, §111.0108, or §111.011, Commissioner's Court may amend the adopted budget if certain criteria is met.****

I am requesting that the Ellis County Commissioners' Court make necessary amendments to the Adopted Budget. The following amendments will ☒ INCREASE/ ☐ DECREASE the FY2020 Budget

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-407190	Chapter 19 State Funding	(\$ 1,457.45)
	TOTAL:	(\$ 1,457.45)

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508000	Chapter 19 Expense	\$ 1,457.45
	TOTAL:	\$ 1,457.45


Signature

12-26-19
Date

Electronics
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS BUDGET AMENDMENT IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, _____

COUNTY JUDGE

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:





ELLIS COUNTY BUDGET AMENDMENT

FISCAL YEAR 2019/2020

****Pursuant to Texas Local Government Code §111.010, §111.0105, §111.0106, §111.0107, §111.0108, or §111.011, Commissioner's Court may amend the adopted budget if certain criteria is met.****

I am requesting that the Ellis County Commissioners' Court make necessary amendments to the Adopted Budget. The following amendments will ☒ INCREASE/ ☐ DECREASE the 2019/2020 Budget

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-406620	Criminal Justice Alien Funds	\$ 24,005.00
001-0010-406620	Criminal Justice Alien Funds	\$ 27,044.00
	TOTAL:	\$ 51,049.00

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-505580	Contingencies/Reserve	\$ 24,005.00
001-0140-505580	Contingencies/Reserve	\$ 27,044.00
	TOTAL:	\$ 51,049.00


Signature

01/08/2020

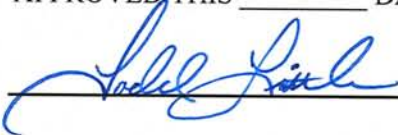
Date

Non-Departmental

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS BUDGET AMENDMENT IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, _____



COUNTY JUDGE

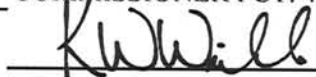
COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:



F12



Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019-2020

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2019-2020 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-050976	Preparedness Fair	\$ 25.00
	TOTAL:	\$ 25.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-050977	Preparedness Training	\$ 25.00
	TOTAL:	\$ 25.00

Samantha Pickett, EMC

Date

12/30/19

Emergency Management

Department

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

APPROVED THIS _____ DAY OF _____, _____

COUNTY JUDGE

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:



F13

Ellis County Veterans Service Officer

Ellsworth C. Huling IV

RECEIVED

JAN 08 2020

COUNTY JUDGE

January 7, 2020

From: Ellis County Veterans Service Office

To: Commissioner's Court

Re: Line Item Adjustment Statement from Salary Account to Supply Account in the amount of \$1,643.36 for a Laptop and 2 Docking Stations

Dear Commissioner's Court,

I would like to request a transfer from the Veterans Service Department **Salary** Account to the **Supply** Account in the amount of \$1,643.36 for the purchase of a new laptop and 2 docking stations.

Reason:

As of January 14, 2020 my current laptop will no longer be supported by Microsoft. This means that I will no longer be able to receive technical support, software updates, security updates and fixes. Without the availability of this support this laptop will be more susceptible to viruses and malware attacks. The laptop is utilized in Waxahachie and Ennis and contains the financial and health care information for multiple Veterans, Surviving Spouses, and Dependents. It is also utilized to access VA web based programs.

Funds Availability:

The funds are currently available in the salary account because there was 15 days when I had no Assistant Veterans Service Officer. The amount is estimated at about \$2,600.

Please consider my request for this transfer.

Sincerely,

Ellsworth C. Huling IV

Enclosures: Line Item Adjustment Form
Laptop/Docking Stations Quote



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2020

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2020 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0070-50502	Salary	\$ 1,643.36
	TOTAL:	\$ 1,643.36

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0070-50801	Supply	\$ 1,643.36
	TOTAL:	\$ 1,643.36


Signature
Ellsworth Huling

1-7-2020
Date

Veterans Services
Department

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

APPROVED THIS _____ DAY OF _____, _____

COUNTY JUDGE

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:





computer solutions, inc.

417 W. Avenue F
Midlothian, TX 76065
(972) 938-8087

QUOTE

DATE 12/30/2019

CSI REF # 233663

CUSTOMER REF #

BILL TO

Ellis County Government
101 W. Main, Suite 304
Waxahachie, TX 75165

SHIP TO

Ellis County Government
Attn: IT Dept
109 S. Jackson St.
Waxahachie, Texas 75165

DEAL ID	VENDOR QUOTE #	TERMS	REPRESENTATIVE
42293711	H323418	Net 30	AS
DESCRIPTION	QTY	COST	TOTAL
TX DIR TSO-4519 Veteran Services			
6LN891 7KW42UT#ABA HP ProBook 650 G5 15.6" Notebook - 1920 x 1080 - Core i5 i5-8265U - 8 GB RAM - 256 GB SSD - Natural Silver - Windows 10 Pro 64-bit - Intel UHD Graphics 620 - In-plane Switching (IPS) Technology - English Keyboard - Intel Optane Memory Ready - Bluetooth - 15 Hour Battery Run Time MSRP \$1049.00 TX DIR \$10328.51	1	1,030.67	1,030.67
UA5Z9E HP 1 year Next business day onsite Hardware Support for HP Notebooks MSRP \$17.00 TX DIR \$12.24	1	12.24	12.24
5645891 5TW10UT#ABA HP USB-C Dock G5 - for Notebook - 100 W - USB Type C - 6 x USB Ports - 4 x USB 3.0 - Network (RJ-45) - HDMI - DisplayPort - Wired TX DIR \$189.00 MSRP \$187.11	2	181.58	363.16
T5D-03190 Microsoft Office 2019 Home & Business - License - 1 PC/Mac, 1 Device - Download - All Languages - Intel-based Mac, PC ONLY	1	237.29	237.29

Thank you for allowing Computer Solutions, Inc. the opportunity to provide this Quote. Unless otherwise noted, this estimate will be valid for 30 days.

TOTAL

\$1,643.36



DEPARTMENT OF DEVELOPMENT
Ellis County

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

AGENDA ITEM NO. 1.1
Ellis County Commissioners' Court
January 14, 2020



SHORT TITLE:

Final Plat – Dickerson Addition Final Plat
Parcel ID – 186872

LEGAL CAPTION:

Approve the final plat of Dickerson Addition. The property contains $\pm$ 2.00 acres of land on the west side of Cole Road $\pm$ 500 feet south of FM 664, in the extraterritorial jurisdiction (ETJ) of the City of Red Oak, Road & Bridge Precinct No. 1.



APPLICANT:

Dixie and Barbara Dickerson, and Stephen Dickerson



PURPOSE:

The applicant is requesting to plat two (2) lots for current and future residential use. There is an existing residential structure on Lot 2.



HISTORY:

This plat is coming forward as a condition for a lot width variance granted by the Commissioners' Court for these two (2) lots via Minute Order No. 238.19, at its meeting on May 21, 2019.

As this property is located in the ETJ of the City of Red Oak, the applicant filed a plat application there. Based on the County's interpretation, the 30 days for required action on the plat starts on the day the City receives the plat. The applicant submitted this plat to the County after the City of Red Oak approved it. Staff had no prior knowledge or notice of this plat coming forth, causing Red Oak to be in breach of the current plat interlocal agreement with the County.

When staff reviewed the plat, it required a variance for minimum lot size as it fell $\pm$ 0.15 acres short of the one-acre requirement due to unexpected right-of-way dedication and easements. If Red Oak had informed the County of this plat during their review, we would have discovered the need for the variance before their approval and avoided this situation. A variance to minimum lot size was advertised and scheduled for the Commissioners' Court meeting on December 30, 2019; however, that item and the final plat were pulled during the review of the agenda. As such, without any action from the Court, this plat is now deemed approved as it has passed the 30-day timeline for action, and the variance request is now considered moot.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

According to the 2019 Plan, Cole Road is not a designated thoroughfare; however, the plat shows 50 feet of dedication for Cole Road, converting it from a prescriptive to a dedicated right-of-way, thereby meeting the County's minimum criteria of 30 feet.

Water Provider:

Rockett will provide service to the one (1) new lot via a 12-inch line along Cole Road. There is an existing meter on-site for the current residential structure.



ANALYSIS:

This plat is a classic example of how the plat interlocal agreement, which currently requires two (2) governmental approval authorities within 30 days is not working. Due to Red Oak's lack of following the adopted plat interlocal agreement and informing County staff of this plat, it's possible the plat was technically already approved by the time staff received it based on their submittal calendar and approval date. In large part, due to the City's negligence of getting the plat to the County in a timely fashion, only the County is penalized and has to refund the applicant 50% of the plat application fee, which in this case is \$302. Staff is already working with the Treasurer and Auditor on a process should this reluctantly happen again.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

To get the plat filed with the County Clerk and get the necessary signatures on the plat, the Court is compelled to "**approve**" this plat application. Failure to do so will allow the applicant to possibly seek a writ of mandamus from the District Court to force approval.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

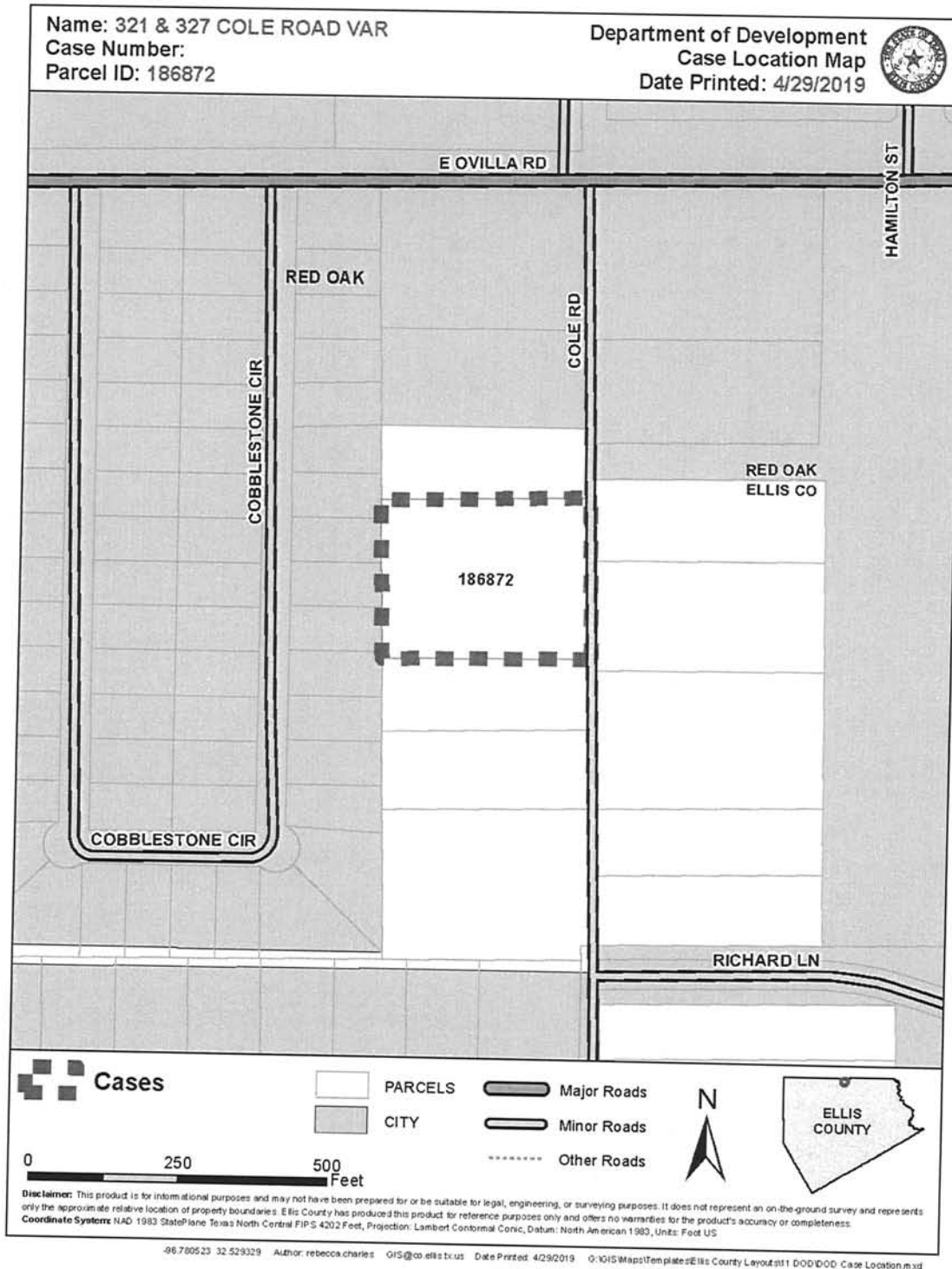
Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



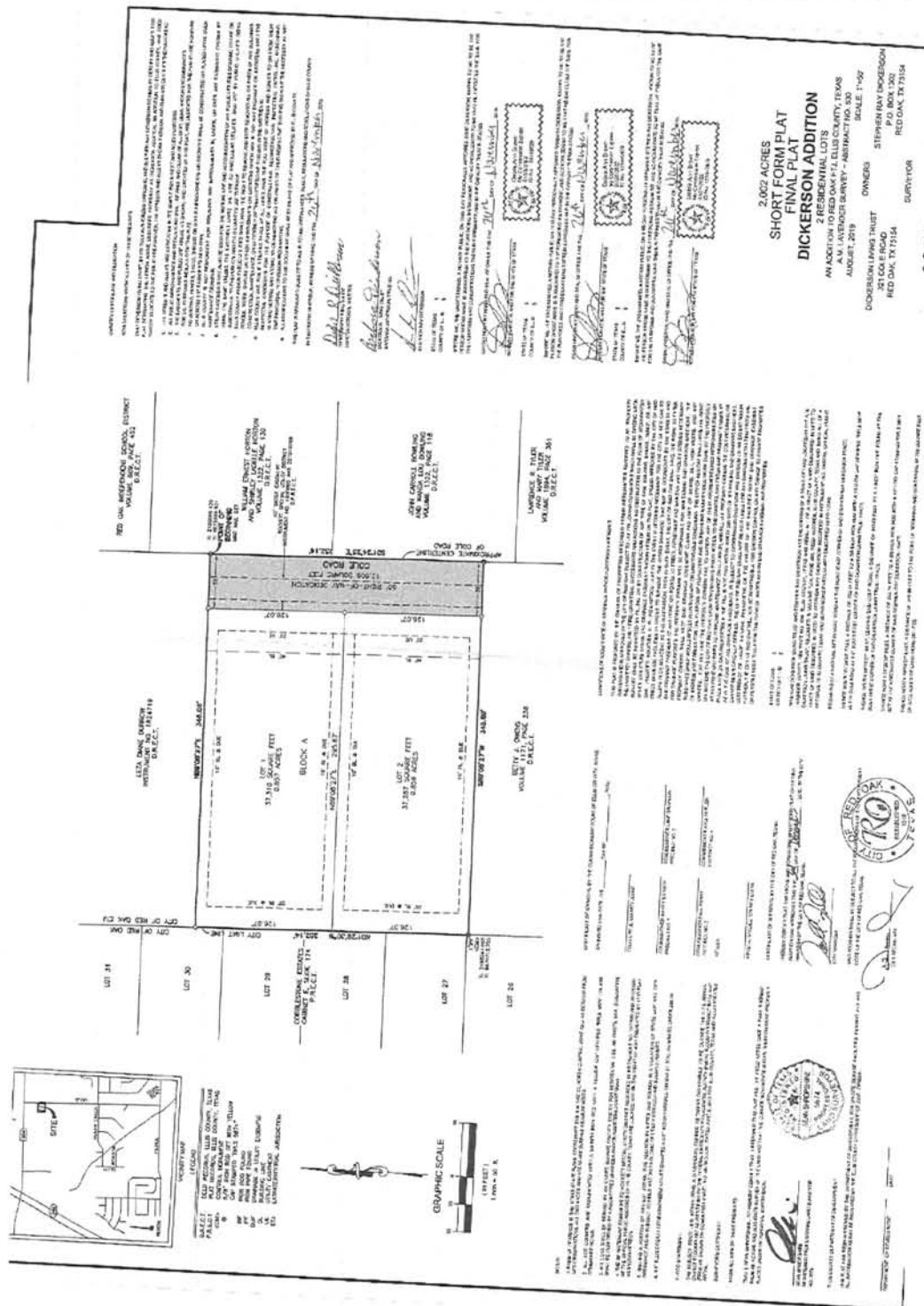
DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 1 – LOCATION MAP



ATTACHMENT NO. 2 – PLAT





AGENDA ITEM NO. 1.2
Ellis County Commissioners' Court
January 14, 2020



SHORT TITLE:

Final Plat – Mary Ruth Dodson Hart Subdivision
Parcel ID – 177423 & 177431

LEGAL CAPTION:

Consider & act upon a final plat of Mary Ruth Dodson Hart Subdivision. The property contains ± 19.395 acres of land in the Alejandro De La Garza Survey, Abstract No. 2, located on Alton Lane (a private road), ± 900 feet south of the intersection of Hwy. 34 and Dodson Road, in the extraterritorial jurisdiction (ETJ) of Ennis, Road & Bridge Precinct No. 2.



APPLICANT:

Laurie Hart Walker & Marvin D. Walker



PURPOSE:

The applicant is requesting to plat two (2) lots for residential use.



HISTORY:

As a condition for platting this property, the Commissioners' Court granted a variance for road frontage via Minute Order No. 273.18, approved on June 19, 2018. No other subdivision history of property exists on this site.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

According to the adopted 2019 Plan, this plat does not contain any designated thoroughfares.

Water Provider:

Rice W.S.C. will provide service to two (2) lots via a 2-inch line along Alton Lane.



ANALYSIS:

Upon review of the plat, Mary Ruth Dodson Hart Subdivision meets the County's subdivision regulation guidelines and the conditions approved in Minute Order 273.18.

Additionally, this plat has to be acted upon by the Commissioners' Court at this meeting to comply with the State's mandated 30-day timeline to act on a plat. If the Court does not take any action on this plat at this meeting (approve, approve with conditions, or deny with reasons), the plat is automatically approved, as presented, and the County will have to refund one-half of the fees, which is \$319 for this case.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

Staff recommends **approval** of this plat application, as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

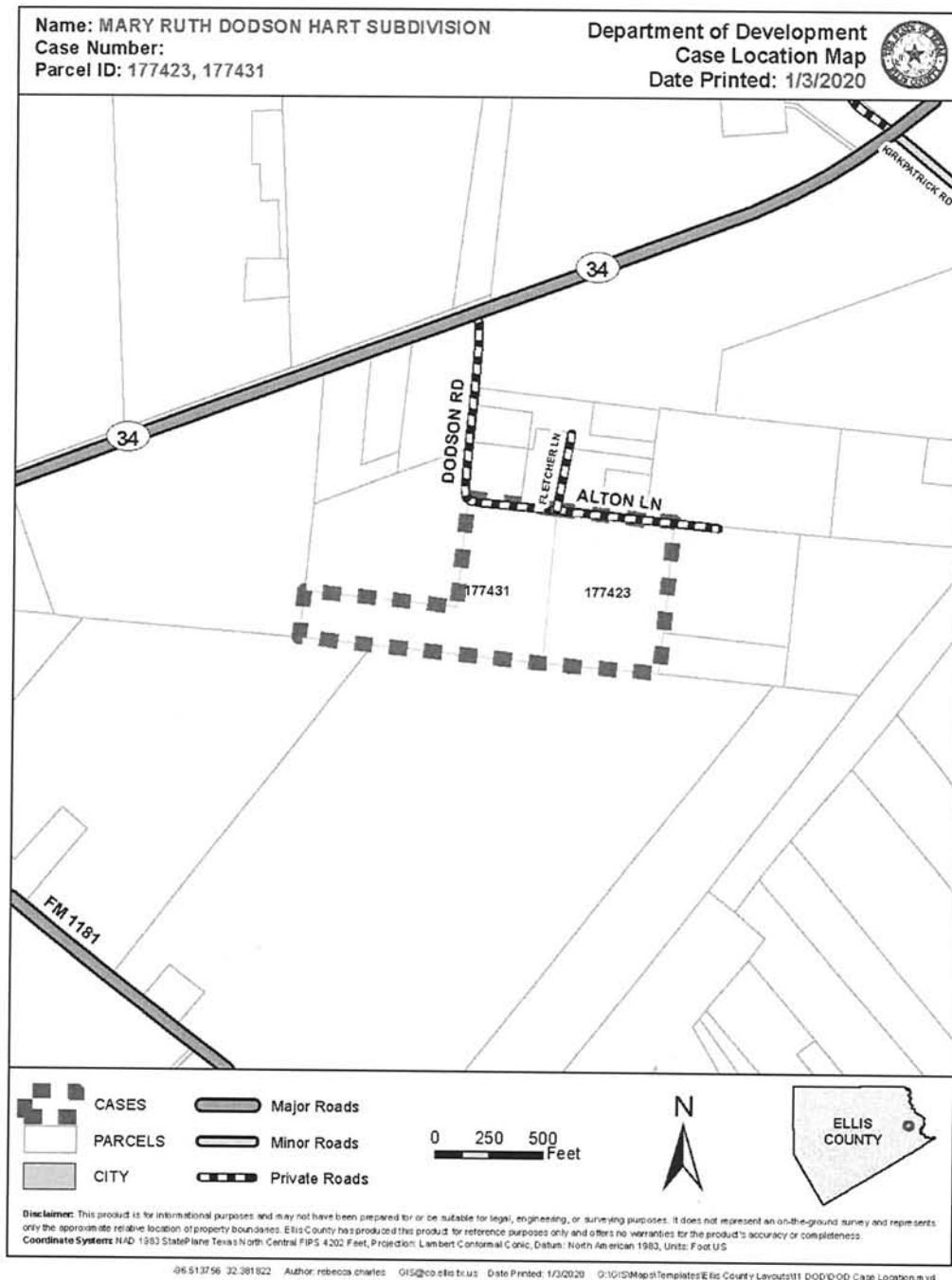
Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 1 – LOCATION MAP





AGENDA ITEM NO. 1.3

Ellis County Commissioners' Court
January 14, 2020



SHORT TITLE:

Replat – Greystone Estates Lot 14R RP
Parcel ID –274676

LEGAL CAPTION:

Consider and act upon an application for a replat of Greystone Estates Lot 14R. The property contains ± 10.997 acres of land located on the east side of Singleton Road, ± 1,200 feet north of Campbell Road, Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT:

Merle and Lily Abbott



PURPOSE:

The applicants are requesting to replat Lot 14R to change the classification of Greystone Parkway from a public to a private road and clarify the right-of-way dedication for Singleton Parkway accordingly.

The applicants never intended to have this road designated as a public road, but they never conveyed that information to the surveyor or staff, and the final plat was subsequently approved. Although Greystone Parkway is recently complete, it has not been accepted officially as a county road. Also, this plat further clarifies the right-of-way dedication along Singleton Road instead of Greystone Parkway. This replat does not create additional right-of-way dedication or lots.



HISTORY:

At its meeting on August 28, 2018, the Commissioners' Court approved the final plat of Greystone Estates, Lot 14. There is only an approved preliminary plat for the remaining 19 lots on 32 acres. Sometime in the future, there will be a final plat for the remaining tract of land.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The County's adopted Master Thoroughfare Plan identifies Singleton Road as a Principal Arterial requiring a total right-of-way dedication of 100 feet. This plat continues to show a proposed dedication of fifty (50) feet from the centerline of Singleton Road, thus continuing to comply with the thoroughfare plan.



DEPARTMENT OF DEVELOPMENT
Ellis County

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

Public Notice Requirements:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on December 20, 2019, and the Waxahachie Daily Light three (3) times on December 28, 2019, January 4, and January 11, 2020.

Staff mailed one (1) certified letters to property owners on December 20, 2019. To date, the department staff has not received any inquiries regarding this replat request. All legal notification requirements have been met.



ANALYSIS:

Upon review of the proposed replat of Greystone Estates Lot 14R, staff confirms that this replat application meets the County's current subdivision regulations.

This plat has to be acted upon by the Commissioners' Court at this meeting to comply with the State's mandated 30-day timeline to act on a plat. If the Court does not take any action on this plat at this meeting (approve, approve with conditions, or deny with reasons), the plat is automatically approved, as presented, and the County will have to refund one-half of the fees, which is \$287 for this case.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

Staff recommends **approval** of this plat application, as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

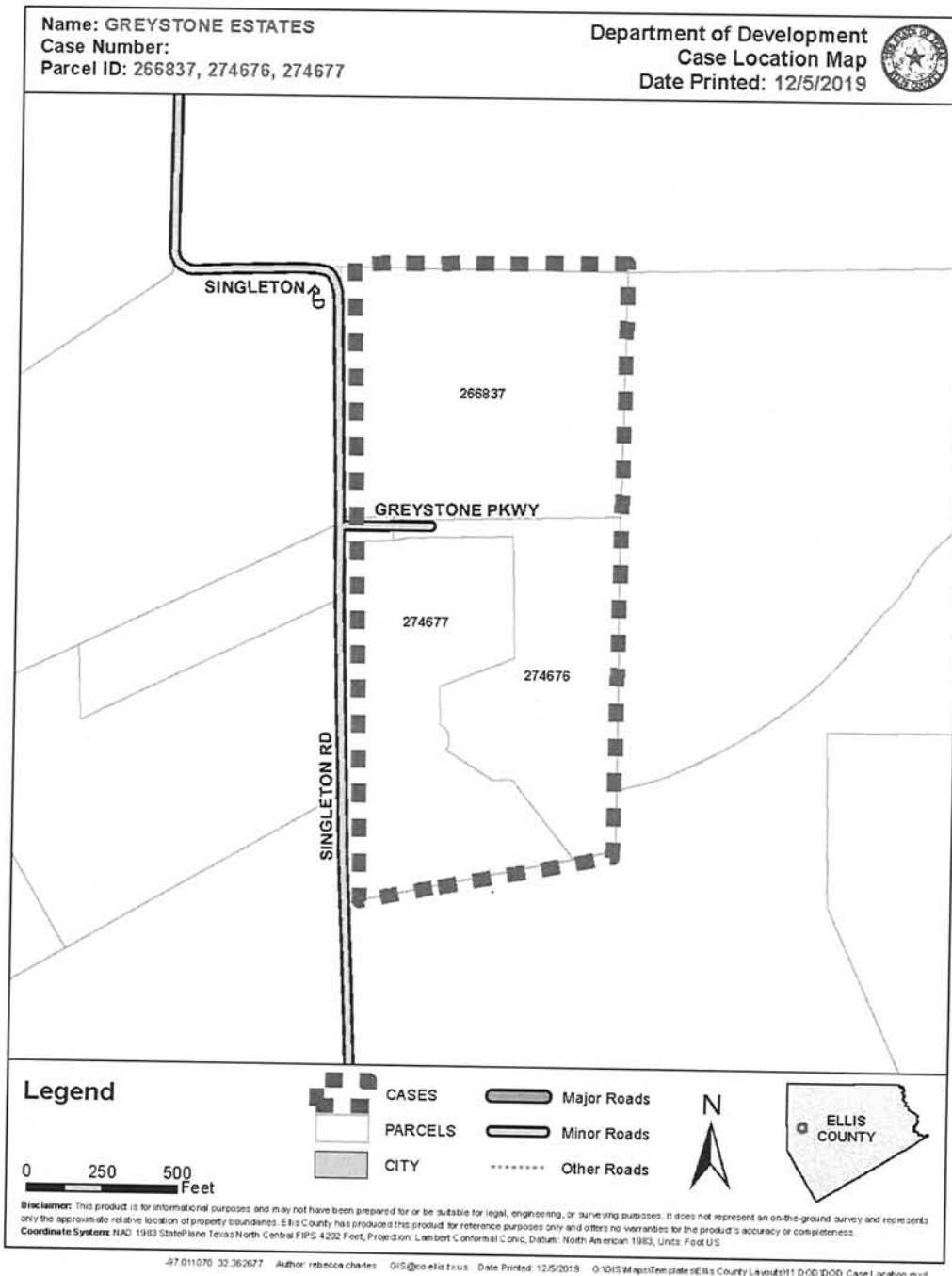
Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



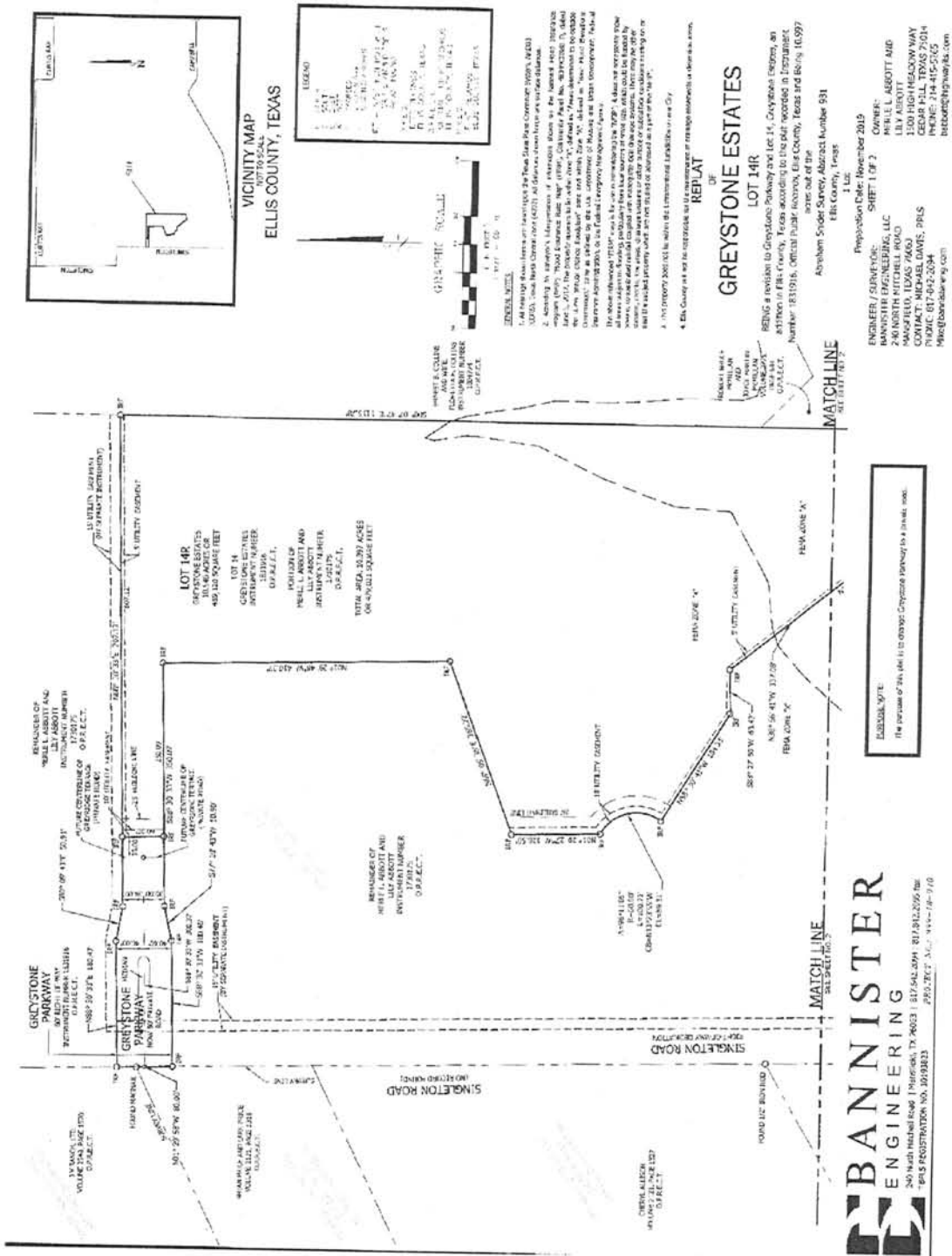
DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 1 – LOCATION MAP



ATTACHMENT NO. 2 – REPLAT





AGENDA ITEM NO. 1.4

Ellis County Commissioners' Court
January 14, 2020



SHORT TITLE:

Discontinue maintenance and vacate Ruth Road.

LEGAL CAPTION:

Consider & act upon a request to discontinue maintenance and vacation of a county road, Ruth Road, in accordance with Chapter 251 of the Texas Transportation Code. Ruth Road is located on the north side of FM 879 and $\pm$ 3,500 feet west of Boyce Road, in the extraterritorial jurisdiction of the City of Waxahachie, Ellis County, Precinct No. 1.



APPLICANT:

Cory Murray



PURPOSE:

Eight (8) property owners within Precinct No. 1 have petitioned the Court to discontinue maintenance and vacate Ruth Road. There is not any visible traffic along this dirt road and has not been maintained by the County in years. Although it appears in the official 2005 road list adopted by the Court, it has not appeared in any road reports since at least 2012.

Ruth Road is a prescriptive road measuring approximately $\pm$ 2,630 feet long and $\pm$ 34 feet wide. Its replacement, Ryder Lee Lane, located $\pm$ 290 feet east of Ruth Road, has been built to the County's current regulations with the Murray Estates subdivision and considered an upgraded replacement for Ruth Road. The road and right-of-way for Ryder Lee Lane were dedicated with the Murray Estates final plat.



HISTORY:

The City of Waxahachie approved the final plat at its meeting on July 1, 2019. The Commissioners' Court approved the final plat on November 19, 2019.



OTHER RELEVANT INFORMATION:

Section 251.051 (c) of the Transportation Code allows the Commissioners' Court to discontinue a public road when a new road is designated and ready to be replaced. With the approval of this plat and subsequent bonds, Ryder Lee Lane will serve as an upgraded replacement and satisfies this requirement.

Section 251.052 (c) of the Transportation Code requires a posting for at least 20 days "at the courthouse door and two (2) other places in the vicinity of the affected route." These postings occurred on December 18 and 19, 2019, respectively, and satisfy the legal requirements.



DEPARTMENT OF DEVELOPMENT
Ellis County

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

A copy of the signed petition is found in Attachment No. 2, and the support letter from the adjacent property owners for this request is found in Attachment No. 3.



ANALYSIS:

Upon review, the petition to discontinue maintenance and abandon Ruth Road and have Ryder Lee Lane serve as its replacement meets all legal requirements.



ATTACHMENTS:

1. Location Map
2. Petition
3. Letter of Support
4. Draft Minute Order



RECOMMENDATION:

Staff recommends the Court act in the following manner:

1. **Approve** the request to discontinue maintenance of Ruth Road
2. **Approve** the request to vacate Ruth Road
3. **Designate** Ryder Lee Lane to serve as its replacement.



Per Chapter 251 of the Texas Transportation Code, a unanimous vote is required for vacating a public road.

PREPARED AND PRESENTED BY:

Sara Garcia
Development Process Manager

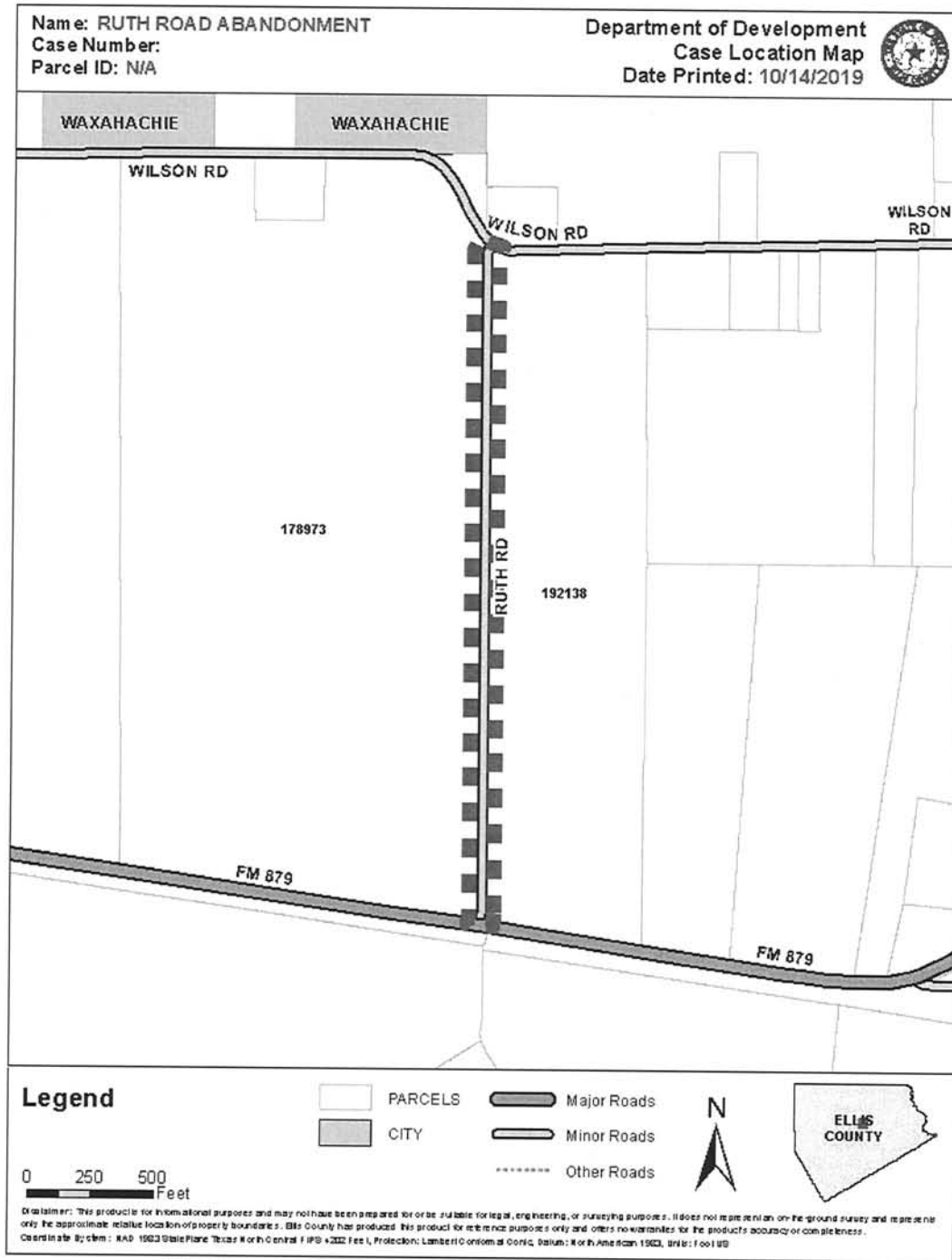


APPROVED BY:

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



ATTACHMENT NO. 1 LOCATION MAP - RUTH ROAD





DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 2 – PETITION

NOTICE OF INTENT TO APPLY FOR ORDER CLOSING, DISCONTINUING,
ABANDONING AND VACATION COUNTY ROADWAY

We the undersigned landowners, hereby give NOTICE that we are applying to the Ellis County Commissioners Court for an Order Pursuant to the provisions of Tex. Trans. Code 251.052 and 251.058 closing, discontinuing, abandoning and vacating the following public roadway:

Insert legal description here with attached survey as exhibit

A hearing on the proposed closing will be conducted on the first regular meeting of the Ellis County Commissioners' Court following the expiration of twenty days from the date of this Notice.

Signature of requestor: [Signature]
DATED this the 25 day of September, 2019

Printed Name Tim Jennings
Address 1451 FM 913, Palmer, TX
Telephone 214-980-9027
Signature [Signature]

Printed Name RON BARSON
Address 105 Ridge Crest Dr.
Telephone 972-825-7515
Signature [Signature]

Printed Name Bob Hamlin
Address 1546 Bluff Springs Rd
Palmer, TX
Telephone 214-980-9655
Signature [Signature]

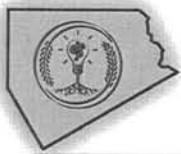
Printed Name JOHN McLAUGHLIN
Address 106 GREEN OAKS CIR
Telephone 469-315-9995
Signature [Signature]

Printed Name Karen Salazar
Address 681 Orr Circle, Palmer, TX 75152
Telephone 972-745-9123
Signature [Signature]

Printed Name Mary Alice Devine
Address 321 Blue Ribbon Rd
Telephone 972-965-8335
Signature [Signature]

Printed Name And. Smith
Address 3435 Wynn Blvd, Ponder, TX 75152
Telephone 972-921-594
Signature [Signature]

Printed Name Brett Hass
Address 327 Blue Ribbon Rd, Ponder, TX
Telephone 214-207-5431
Signature [Signature]



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 3 – LETTER OF SUPPORT FROM ADJACENT PROPERTY OWNER

November 29, 2018

Mr. Alberto Mares
Director of Planning and Development
Ellis County, Texas
VIA E-Mail To: alberto.mares@co.ellis.tx.us

Re: Proposed Closure of Ruth Road

Dear Mr. Mares:

The purpose of this correspondence is to verify, for the County Planning and Development Department, our support for the closure of Ruth Road and the proposed development of the Ryder Lee Lane roadway.

As you are aware, the existing Ruth Road runs along a portion of our property's eastern boundary. Should the County elect to abandon the easement upon which Ruth Road is situated and close Ruth Road to permit the development of Ryder Lee Lane, we will continue to have unrestricted access to our property and shall suffer no negative impact therefrom. Accordingly we would voice no objections; agree to such planning and abandonment, and believe the development of Ryder Lee Lane represents the highest and best use for available land to connect Wilson with FM 879.

Thank you for taking the time to consider our property, our situation and our thoughts in this phase of the planned development.

Sincerely,

Bobby Wilson

Sheri Wilson



ATTACHMENT NO. 4 – COURT ORDER

COMMISSIONERS COURT OF ELLIS COUNTY

ORDER NO. _____

**DISCONTINUE MAINTENANCE AND VACATE A COUNTY ROAD – RUTH ROAD,
ROAD AND BRIDGE PRECINCT NO. 1.**

On this the 14th day of January 2020, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

☐ Judge Todd Little

COMMISSIONERS:

☐ Randy Stinson, Commissioner, Pct. 1	☐ 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
DISCONTINUING MAINTENANCE AND VACATING A COUNTY ROAD –
RUTH ROAD WITHIN THE EXTRAJURISDICTION (ETJ) OF THE CITY OF
WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 1, WITH LOCATION MORE
FULLY DESCRIBED IN EXHIBIT "A," PROVIDING A CONFLICTS CLAUSE;
PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE
DATE**

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

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

SECTION 1. GRANTING OF DISCONTINUANCE AND VACATION.

The Commissioners' Court finds that the discontinuation and vacation are incorporated into the body of this order as if fully set forth herein, and the granting of the change will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the roadway. In accordance with Chapter 251 of the Texas Transportation Code, the Ellis County



DEPARTMENT OF DEVELOPMENT
Ellis County

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☎: 972-825-5200
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Commissioners' Court approves discontinuing maintenance on "Ruth Road," vacates "Ruth Road" from the Ellis County Road and Bridge public road and maintenance system and designates Ryder Lee Lane as its replacement effective immediately by this Order. By vacating this road, "Ruth Road" Commissioners' Court hereby terminates the existence of the above named.

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 roadway and which are not expressly amended by this Order, the provisions of this Order shall be controlling.

SECTION 3. SEVERABILITY CLAUSE

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

SECTION 4. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 14TH DAY OF JANUARY 2020.

Todd Little, 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:

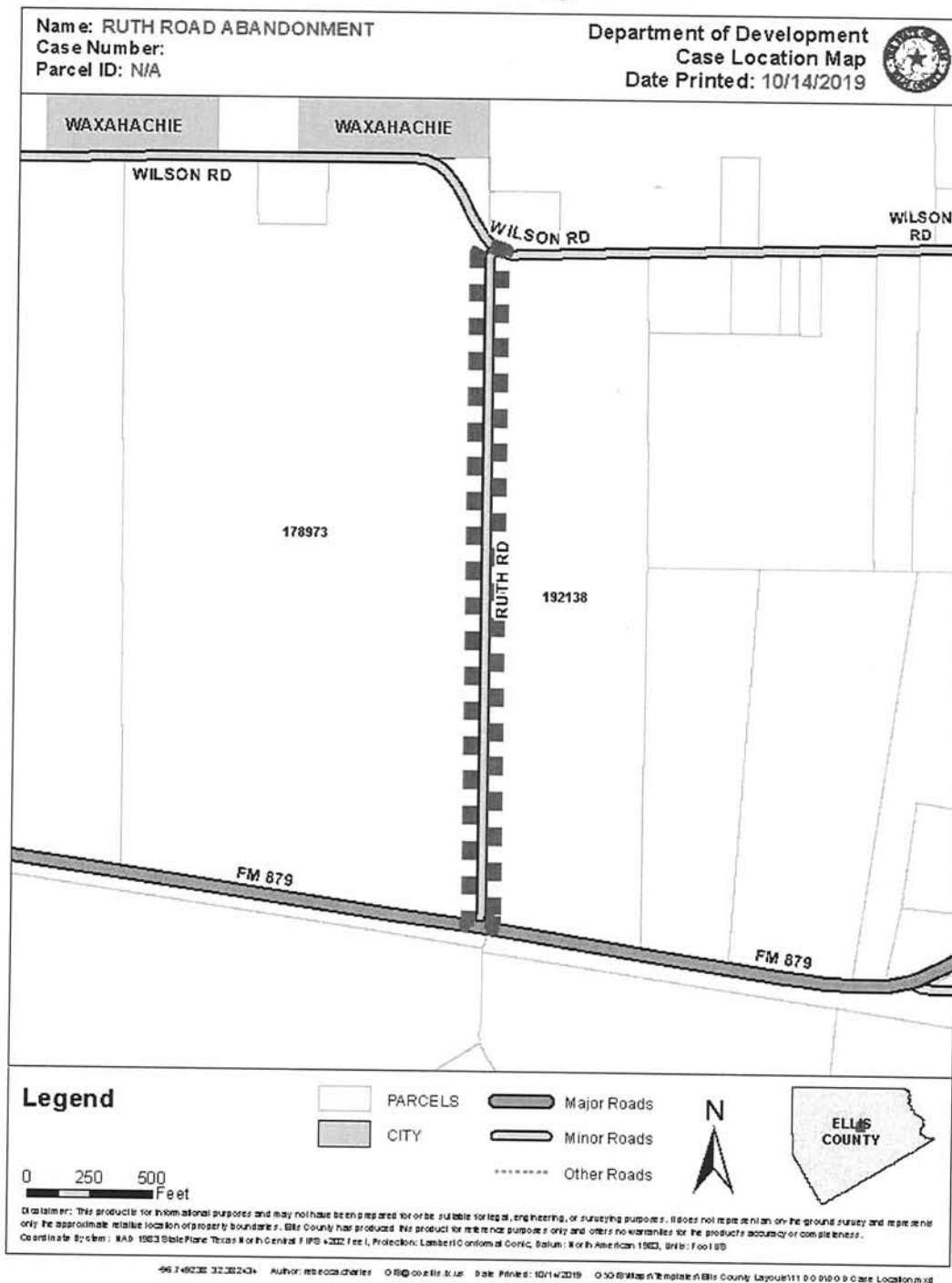
Krystal Valdez, County Clerk



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EXHIBIT A
Location Map



Subject Property



AGENDA ITEM NO. 1.5
Ellis County Commissioners' Court
January 14, 2020



SHORT TITLE:

Amend existing plat ETJ Agreement with City of Grand Prairie

LEGAL CAPTION:

Consider and act upon a request to amend Minute Order 488.04, an interlocal agreement between Ellis County and the City of Grand Prairie, Texas, regarding platting authority in their extraterritorial jurisdiction (ETJ).



PURPOSE:

Staff is bringing forth this interlocal agreement to apportion or divide exclusive platting authority in the extraterritorial jurisdiction (ETJ) between Ellis County and the City of Grand Prairie.

Under the proposed agreement, Grand Prairie will retain exclusive authority over all areas in its extraterritorial jurisdiction (ETJ) that are located within an approved special district, current or future (i.e. Prairie Ridge and Windsor Hills). The County will retain exclusive authority over areas in the city's ETJ that are not located within an approved special district. The City of Grand Prairie approved this agreement at its City Council meeting on the evening of January 7, 2020.



HISTORY:

House Bill 1445, approved by the 77th Texas Legislature and effective September 1, 2001, required cities and counties to decide who would have platting authority in the ETJ. That bill set forth four (4) options under Chapter 242 of the Texas Local Government Code:

- City exclusive authority in the ETJ
- County exclusive authority in the ETJ
- Apportioning or dividing the ETJ between the entities
- Joint authority with one responsible office

The Commissioners' Court approved the Minute Order 488.04 on December 28, 2004, granting joint subdivision approval authority to both the City of Grand Prairie and Ellis County. That agreement designated the City of Grand Prairie as the "responsible office" for a one-stop-shop for all platting inquiries.

That agreement served both entities well; however, due to the recent passage of House Bill 3167, that agreement is no longer feasible as it became impossible to get two (2) governmental approvals on a plat within the new prescribe 30 days.



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ATTACHMENTS:

- 1) Draft Plat Interlocal Agreement with City of Grand Prairie



RECOMMENDATION:

Staff recommends **approval** of this amended plat interlocal agreement to apportion or divide exclusive platting authority in the extraterritorial jurisdiction (ETJ) between Ellis County and the City of Grand Prairie, as presented.



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO.1 – Draft Agreement

**AMENDED AND RESTATED AGREEMENT ON SUBDIVISION PLATTING
IN THE EXTRATERRITORIAL JURISDICTION (ETJ)
BETWEEN THE CITY OF GRAND PRAIRIE, TEXAS AND ELLIS COUNTY**

This Agreement is made and entered into by and between the City of Grand Prairie, Texas ("the City") and Ellis County, Texas ("the County"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the City of Grand Prairie, a political subdivision of the State of Texas, and the county of Ellis, also a political subdivision of the State of Texas, entered into an Interlocal Agreement on December 7, 2004 as authorized by § 242.001-.002 of the Local Government Code to identify the governmental entity authorized to regulate subdivision plats and approve related permits in the ETJ; and,

WHEREAS, the City and the County desire to amend and restate the agreement to give the City authority to regulate plats and permits in certain areas and the County authority to regulate plats and permits in other areas as specified herein; and,

WHEREAS, counties are statutorily responsible for the planning, construction, and maintenance of roads, stormwater management facilities, and other infrastructure located in the unincorporated areas of counties; and,

WHEREAS, a municipality has authority to extend its subdivision regulations and enforce other aspects of land development and infrastructure under various statutes into the unincorporated area located within a municipality's extraterritorial jurisdiction (ETJ); and,

WHEREAS, since counties and municipalities have different statutory authorities, fiscal resources, and constituencies, their respective interests in and policies governing infrastructure and development can differ as well; and,

WHEREAS, subdivision review and approval is used by counties and municipalities to ensure that infrastructure and development in unincorporated areas is not constructed in a manner adverse to their respective interests; and,

WHEREAS, the Parties desire to coordinate the exercise of their respective subdivision platting authorities as provided in §242.001(d)(3), Local Government Code through apportionment of the ETJ;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:



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I. MANAGING OFFICIALS.

a) Designation.

- 1) Each Party shall designate a person known through this Agreement as the "Managing Official" to act on its behalf for purposes of administering this Agreement, coordinating subdivision platting regulations, review of applications, and resolving subdivision platting issues.

- 2) The County appoints as its Managing Official the following officer:

Director of Planning & Development or successor/designee
Ellis County
109 S. Jackson St.
Waxahachie, TX 75165

- 3) The City appoints as its Managing Official the following officer:

Development Services Director or designee
City of Grand Prairie
300 W Main St.
Grand Prairie, TX 75050

b) Duties and Responsibilities.

- 1) The Managing Officials shall oversee and coordinate all aspects of this Agreement, including:
 - i) Identifying high priority areas of concern, opportunities for cooperation, and upcoming workload requirements, both routine and of a specialized nature; and,
 - ii) Reviewing and evaluating this Agreement on a regular basis and its implementation by the Parties; and,
 - iii) Identifying and implementing or recommending any amendments to this Agreement or improvements and revisions to the processes and requirements that it contains.
 - iv) Make joint interpretations if any discrepancies occur in the Agreement or its application.
- 2) The Managing Officials may consult with individuals and representatives of interest groups whose interests are affected by decisions and recommendations made by the Managing Officials and may establish such focus or working groups as they may consider helpful to advise the Managing Officials and Parties on issues related to the administration of this Agreement.



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c) Notification of Change in Designation.

Each Party shall immediately inform the other if its designation of a Managing Official changes, either through resignation, promotion, other direct personnel action, through departmental restructuring or other functional reorganization or reassignment of responsibilities.

II. APPLICATION AND REVIEW PROCESS.

a) Apportionment, Continued Jurisdiction, and Plat Notes.

- 1) The City shall have exclusive jurisdiction to regulate subdivision plats and approve subdivision construction plans in its apportioned area of its ETJ, as shown on Exhibit "A", attached hereto and made a part hereof, and shall have sole authority to regulate subdivisions under Subchapter A of Chapter 212, Texas Local Government Code and other statutes applicable to municipalities.
 - i) The apportioned areas the City shall exercise exclusive authority shall include all areas described within the boundaries of an approved annexation developer's agreement, and any existing or future special purpose districts created for land development (i.e. Chapters 53 (Fresh Water Supply Districts), 54 (Municipal Utility Districts) and 59 (Regional Districts) of the Water Code, or similar) as approved by the State and/or the County.
- 2) The County shall have exclusive jurisdiction to regulate subdivision plats and approve subdivision construction plans in its apportioned area of the City's ETJ and all development permits in the unincorporated areas, as shown on Exhibit "A", and shall have sole authority to regulate subdivisions there under Chapter 232, Texas Local Government Code and other statutes applicable to counties.
 - i) These apportioned areas that the County shall have exclusive authority shall include all areas in the unincorporated areas NOT within the boundaries of an approved annexation developer's agreement, and any existing or future special purpose districts created for land development (i.e. Chapter 53 – Fresh Water Supply Districts, 54 – Municipal Utility Districts, and 59 – Regional Districts of the Water Code) as approved by the State and/or the County.
 - ii) In the event infrastructure will ultimately be accepted by the County, the City shall forward a set of construction plans for review to the County's Managing Official.
 - a) A county inspector shall be present for all inspections of the infrastructure.
 - b) All County road fees and subsequent construction/performance bonds, maintenance bonds, or letters of credit mentioned in the



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County's Subdivision Regulations and Development Standards shall apply before acceptance and maintenance by the County.

- 3) In the event a proposed subdivision of property is located in both apportioned areas, the City shall have exclusive authority. If, before the plat is filed, the Managing Official determines the proposed subdivision will not be served by City utilities or is not otherwise a high priority area of concern, the official shall notify the applicant in writing of the decision to delegate the City's authority to the County and shall refer the applicant, in writing, to the County for all matters relating to subdivision approval, and notify the County in writing of the decision to delegate the City's authority to the County.
- 4) A Managing Official may cede their Party's platting authority to the other Party's Managing Official if the property is located near the boundary of the apportioned area and both Managing Officials agree.
- 5) The parties may amend this agreement if the City's apportioned area of its ETJ expands or reduces, or upon passage of relevant legislation affecting annexation of areas within the ETJ. The City shall notify the County prior to any expansion or reduction in the City's apportioned area of its ETJ within the County. Additions to the City's ETJ may require amendments to this Agreement to address the boundary change if it is determined to be warranted by either Managing Official.
- 6) During the subdivision review each Party's Managing Official will:
 - i) Upon receipt of an administratively complete subdivision application send the other Party's Managing Official an electronic copy of the subdivision plan/plat for informational purposes no later than five (5) business days after receipt of the administratively complete application;
 - ii) Upon plat recordation, send a copy of the recorded plat/plan to the other Party's Managing Official;
 - iii) Ensure that approval of all submissions, subject to subdivision reviews made under this agreement, is conditioned on the subdivider's dedication of right-of-way for and construction of roadway improvement identified in are consistent with the most recently adopted Comprehensive Plan or the Master Thoroughfare Plan to the extent roughly proportional to the impact of the subdivision on the area roadway network.
- 7) Any floodplain permitting within the ETJ will continue to be regulated under the current adopted Interlocal Agreement signed by both parties on September 12, 2017, under Ellis County Commissioners' Court Minute Order 366.17.



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- 8) During the platting of subdivisions within its apportioned area of ETJ, the City agrees to require the addition of the following note to all subdivision plats.
"All or part of this subdivision is within the extraterritorial jurisdiction of the City of Grand Prairie (the City). Under Chapter 242 of the Texas Local Government Code and an adopted Interlocal Agreement between the City and Ellis County (the County), the City has sole and exclusive jurisdiction over approval of this plat. However, the County retains sole and exclusive jurisdiction over maintenance of public roads, and issuance of onsite sewage permits and development permits for this subdivision (if accepted by the County) until annexed by the City or unless owned and maintained by the special district. The City's approval of this plat does not ensure the County's acceptance of the roads or drainage improvements for maintenance, or approval of onsite sewage permits or development permits for the subdivision. The owner or developer is responsible for ensuring that the requirements of this plat meet drainage requirements and are consistent with approved plans and do not prevent acceptance of the roads or issuance of onsite sewage permits and development permits for the subdivision. In the event of a conflict, plat amendments may be required prior to accepting roads or issuing onsite sewage or development permits. Approved engineering and construction plans from the City is required prior to any site development. An Ellis County development permit is required prior to any vertical development."
- 9) During the platting of subdivisions within its apportioned area of ETJ, the County agrees to require the addition of the following note to all subdivision plats:
"All or part of this subdivision is within the extraterritorial jurisdiction of the City of Grand Prairie (the City). Under Chapter 242 of the Texas Local Government Code and an adopted Interlocal Agreement between the City and Ellis County (the County), the County has sole and exclusive jurisdiction over approval of this plat, maintenance of public roads, issuance of onsite sewage permits and development permits for this subdivision until annexed by the City. Approval of this plat does not ensure the County's acceptance of the roads or drainage improvements for maintenance, or approval of onsite sewage permits or development permits for the subdivision. The owner or developer is responsible for ensuring that the requirements of all existing regulations and drainage requirements are met and do not prevent acceptance of the roads or issuance of onsite sewage and development permits for the subdivision. Approved engineering and construction plans from the County is required prior to any site development. An Ellis County development permit is required prior to any vertical development."
- 10) Basic development permits issued by the County shall continue to be required within the City's apportioned area of its ETJ. The owner or developer is responsible for ensuring that the County development permit is obtained when necessary.



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11) An address plan shall be provided to the other party after completion of the addressing process by the appropriate entity.

b) Action by Approving Authority.

- 1) For purposes of § 12.002, Property Code, approval or denial of or other action on an application shall be determined by the Commissioners' Court, Planning and Zoning Commission, City Council, or other official or entity vested with the legal responsibility and authority to make that decision for the Party with jurisdiction in the apportioned area ("Approving Authority"). Each Party retains full statutory and regulatory authority to make final decisions within its jurisdiction.
- 2) Within three (3) business days of action by its Approving Authority, each Party shall communicate its decision to the other Managing Official. Once both Parties have informed the other Managing Official of their decisions, the Managing Official shall inform the applicant of the decision.
- 3) For purposes of §12.002, Property Code, and other laws applicable to the approval and filing of subdivision plats, a subdivision plat covered by this Agreement shall be considered approved as provided by law only if it complies with all applicable regulations established by the City and with all applicable regulations established by the County, and it bears the appropriate seal from that Party either that:
 - i) it was approved by the Approving Authority for that Party, either affirmatively or statutorily by operation of law; or
 - ii) it is exempt from approval by that Party.

III. GEOGRAPHIC SCOPE.

- a) This Agreement applies only to the ETJ of the City as it exists on the effective date of this Agreement. The City shall notify the County at least thirty (30) days in advance of any proposed change in its city limits or ETJ, to the extent the proposed change affects a boundary in Ellis County.
- b) The City shall also notify the County immediately of any final change in its city limits, or ETJ whether resulting from annexation, disannexation, legislation, a judgment of a district or other trial-level court, or any other means.
- c) The City and the County shall supplement this Agreement to apportion the subdivision platting authority for any area that is subsequently added to the City's ETJ and is also located within Ellis County.



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IV. REVISION OF PLATS FAIR NOTICE ACT

- a) Pursuant to Section 232.0095, Local Government Code, the County hereby adopts Sections 212.013 through 212.016, Local Government Code, in the County's apportioned area of the City's ETJ and shall process plat vacations, replats, and amending plats there as provided in those sections.
 - 1) The approval, disapproval, or conditional approval of an application for a permit shall be considered solely on the basis of any orders, regulations, ordinances, rules, expiration dates, or other properly adopted requirements in effect at the time of filing.
 - 2) This section shall only apply to those submissions that provide "fair notice" of the project and nature of the permit sought. The original application, plan for development, or plat application is considered to provide "fair notice" only if it contains all of the following:
 - i) the boundaries of the entire development;
 - ii) the names of adjacent platted subdivisions or the names of the record owners of adjoining unplatted property;
 - iii) the location, width, and names of all existing or platted streets or public rights-of-way and all existing easements within and adjacent to the development;
 - iv) the layout and width of proposed arterials, thoroughfares and collector streets and the general configuration of proposed streets and alleys;
 - v) the general arrangement and designations of land use, and any sites for special use (e.g., for parks, open space, detention, or other public facilities);
 - vi) the approximate location of the 25-year flood plain and the 100-year flood plain, the location and width of existing drainage channels, creeks and watercourses within the development; and
 - vii) the proposed location of proposed drainage courses and any necessary off-site extensions.
 - viii) Other items listed on the most-recent Ellis County plat application checklist.



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- 3) This section does not apply to regulations described in Section 245.004 of the Texas Local Government Code, a project that has undergone a major change, or a project for which the application or all permits expire.
- 4) Preliminary Plans and related subdivision plats, site plans, and all other development permits for land covered by the Preliminary Plans or subdivision plats are considered collectively to be one (1) series of permits.
- 5) An application or plan expires if it does not provide fair notice, the City sends a written notice to the applicant within ten (10) business days of filing specifying the missing information and when the application will expire, and the applicant fails to submit all of the missing information within forty-five (45) days of the application being filed.

V. MISCELLANEOUS.

a) Severability.

Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

b) No Third-Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies beyond any such benefits, rights, or remedies that may be created by Chapter 242, Texas Local Government Code.

c) Duration and Termination.

This Agreement takes effect upon the complete execution of the Agreement by the Parties. Any party may terminate this Agreement with one hundred eighty days (180) days written notice, provided both Parties have first executed a replacement agreement in compliance with §242.001, Texas Local Government Code.

d) Preservation of Powers.

Except as expressly provided otherwise herein, nothing in this Agreement is intended or shall be construed to limit the power or authority under applicable laws of a Party to adopt, modify, or enforce subdivision regulations in the ETJ, or to limit the power or authority of the Parties to make additional agreements under applicable laws as the Parties believe may be necessary or desirable to protect the public health, safety, and welfare.



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e) Entire Agreement.

This Agreement expresses the entire agreement between the Parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both Parties. Either Party may request to renegotiate this Agreement at any time.

f) Venue.

This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Ellis County, Texas.

g) Liability.

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Party waives any immunity or defense that would otherwise be available to it against claims by third parties.

h) Binding Obligation.

This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED OFFICERS.

THE CITY OF GRAND PRAIRIE, TEXAS

ELLIS COUNTY, TEXAS

Ron Jensen, Mayor

Todd Little, County Judge

Date: _____

Date: _____

ATTEST:

ATTEST:

Cathy DiMaggio, City Secretary

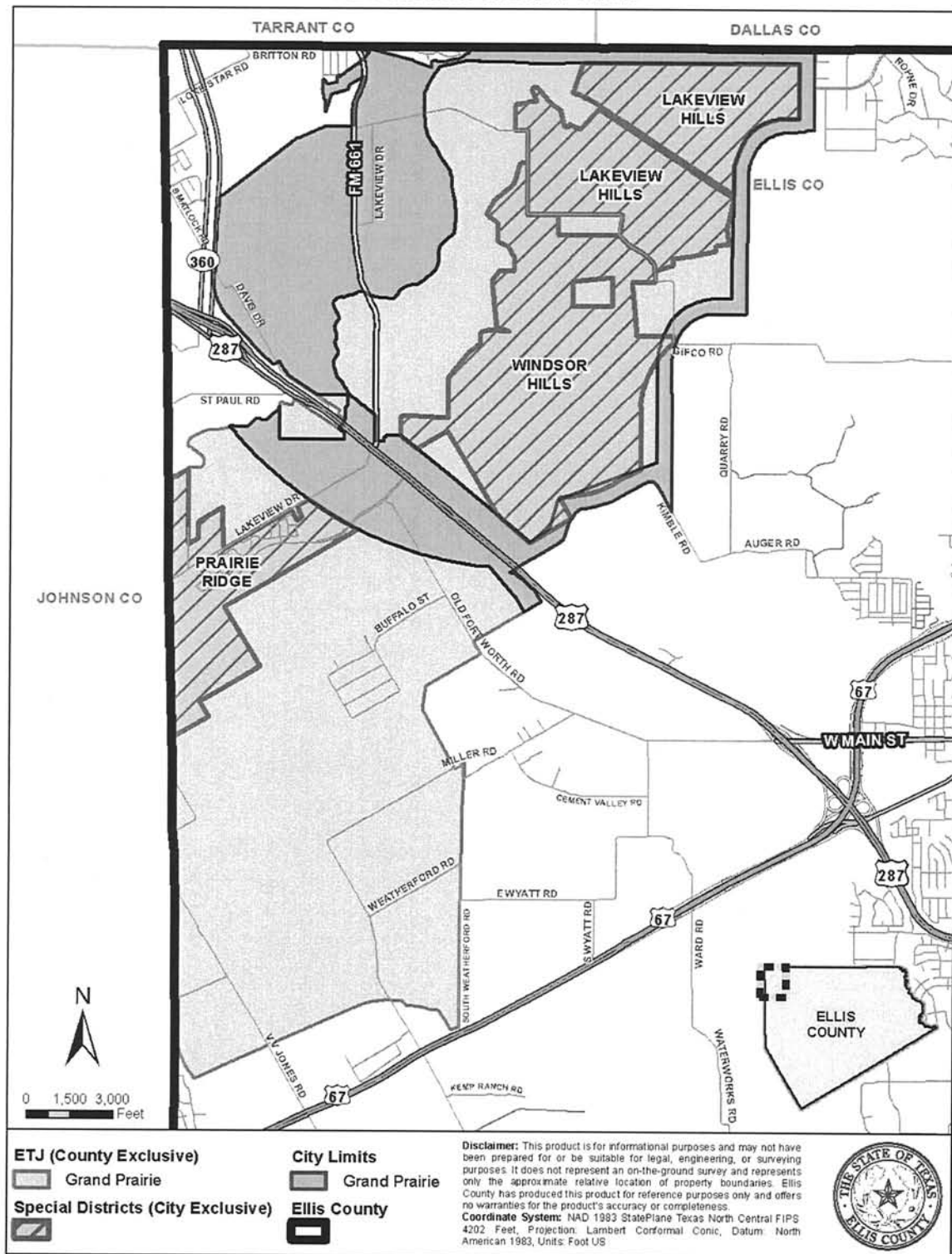
Krystal Valdez, County Clerk



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EXHIBIT A
PLATTING AUTHORITY AREA



2.1

BANCORPSOUTH EQUIPMENT FINANCE
A division of BancorpSouth Bank
12 Thompson Park
Hattiesburg, MS 39401

INVOICE

(Please return a copy of this invoice with your payment)

January 3, 2020

Ref: Ellis County TX
Delivery Order – 70806 - 008

2 2019 Mack Granite GR64F w/ OX Dump Body
Vin No.:002894, ...002895

Payment Due: \$231,135.09 (payoff good through 1/22/2020)

TOTAL AMOUNT DUE from Ellis County **\$3,335.09**

Due from East Texas Mack \$227,800.00

THANK-YOU

PAYOFF STATEMENT

TO: Ellis County, Texas

The payoff amount for Lease Number 002-0070806-008 is \$231,135.09 and is good until 1/22/2020. The payoff amount must be received before 2:00 p.m. on the payoff date. If not received by this date and time the payoff will change. This payoff statement is conditioned on the following: (1) If any payment becomes delinquent or the lease goes into default before the payoff is received we reserve the right to add late fee charges and the cost and expenses of collection, including attorney's fees or to refuse the payoff. (2) If we make any additional advance on the subject lease for any reason, including advances made to pay taxes and insurance, the payoff amount will increase accordingly. (3) If the payoff amount reflects a credit which is erroneous and which is subsequently rejected, dishonored and for any reason not paid by the institution against which the credit is drawn, the payoff amount will increase accordingly. (4) The payoff amount is subject to final verification by us, including, but not limited to Lease Number, Schedule Number, date and amount.

The furnishing of this Payoff Statement does not constitute our consent, express or implied, to the sale, transfer, auction or other disposition of any equipment which is the subject of the above Lease Number and Schedule Number. Instead, such consent, if any, must be obtained from us separately and in writing.

BancorpSouth Equipment Finance, a Division of BancorpSouth Bank

BY: Lori Dean

Date: 1/3/2020

FUNDING INSTRUCTIONS:

Please remit payoffs to:

BancorpSouth Equipment Finance
12 Thompson Park (overnight mail)
Hattiesburg, MS 39401

P.O. Box 3488

Dept # 05-138

Tupelo, MS 38803-3488

Please reference customer name & acct #

Wiring/ACH Instructions for Payoffs:

BancorpSouth Bank

ABA#: 084201278

BancorpSouth Equipment Finance

Acct#: 52681590

Please reference customer name & acct #

Phone: 601-544-3252 / 800-222-1610

Fax: 601-545-1830 / 800-322-1611

EAST TX MACK: \$227,800⁰⁰
Ellis County \$ 3,335.09

TOTAL \$ 231,135.09

2.3



ELLIS COUNTY PURCHASING DEPARTMENT

E.J. Harbin, MPA, CPPO
Purchasing Agent

101 W. Main St., Suite 203
Waxahachie, TX 75165
Bus. (972) 825-5117
Fax (972) 825-5119

January 8, 2020

RE: Sole Source Acknowledgment
Atlas Asphalt, Incorporated – EZ Street Polymer Asphalt Mix

The attached request for Sole Source Acknowledgement has been received by the Ellis County Purchasing Department from Paul Perry, Ellis County Commissioner Precinct 3 for the requested purchase of EZ Street Polymer Asphalt Mix from Atlas Asphalt, Incorporated.

It is the recommendation of the Ellis County Purchasing Department and the Purchasing Agent to approve Atlas Asphalt, Incorporated as a sole source for distribution of EZ Street Polymer Propriety Mix Asphalt.

Sincerely,

A handwritten signature in dark ink, appearing to read "E.J. Harbin", with a stylized flourish at the end.

E.J. Harbin, MPA, CPPO
Purchasing Agent
Ellis County



NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF ELLIS

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared David Shetron, who after being duly sworn on oath stated the following:

My name is David Shetron. My title is Vice President.

I am aware that the Ellis County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Ellis County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: EZ Street Cold Asphalt.
I am the sole-source supplier of this item because: Atlas Asphalt, Inc. is the sole licensed distributor in the State of Texas

I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Ellis County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 8 day of January, 2020.

[Signature]
[Signature]

David Shetron V.P.
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on 1-8, 2020, by
Leah England
[Printed Name]



Leah D. England
[Signature] Notary Public
State of Arkansas
My Commission expires on 9-18-24



The EZ Street® Company
13611 S. Dixie Hwy, Suite 430
Miami, FL 33176
1-305-663-3090 P
1-305-663-0832 F
www.ezstreetasphalt.com

January 8, 2020

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

Re: EZ Street® Asphalt, Sole Source Letter, Atlas Asphalt

To whom it may concern:

This letter is to advise you that Asphalt Research Technology, Inc. d/b/a The EZ Street® Company, through its licensed manufacturers, is the sole manufacturer and distributor of EZ Street® Cold Asphalt, a proprietary high performance and permanent cold asphalt in Texas. The method of manufacturing meets to the performance of the product and is proprietary in nature.

The following company, Atlas Asphalt, Inc., is authorized to sell and distribute EZ Street Asphalt in Texas.

EZ Street is polymer-modified advanced cold asphalt. EZ Street is a permanent solution to pothole repair, utility cuts, edge repairs and overlays, and is backed by our guarantee of performance, to the extent that if the material doesn't perform as advertised we will replace it. Also, our material stays workable in a stockpile for a minimum of six months, and in a bag for a minimum of twelve (12) months, a benefit unheard of in conventional products identified for the same purpose. This allows the user to re-stockpile the material for use at a later date, thereby eliminating waste. Containing special polymers, the material also functions in the presence of water – i.e. works in water! In addition, EZ Street can be used in both asphalt and concrete.

The benefits of using EZ Street are easily identified in relation to cost based on the fact that areas repaired with EZ Street do not have to be revisited for further maintenance. EZ Street has tack coat/primer built into the product, further reducing the users cost and eliminating the need to purchase additional materials to accompany the patching operation.

Each plant production of EZ Street is subject to quality assurance testing by The EZ Street Company to ensure customer satisfaction.

Our product is currently in use by several maintenance yards of the Texas DOT, as well as numerous city and county road departments, Municipal Water & Sewer Authorities, and other private and governmental agencies throughout Texas. These groups realize the importance of a product that provides a permanent solution to pavement maintenance and a maximization of their maintenance dollar.

EZ Street is available package form. Several agencies have found the bags to be beneficial in conjunction with the bulk because it allows their supervisory people to fix small areas, with very minimal effort, as they travel from location to location. This eliminates the need for an entire crew to be dispatched to the problem area.

If you need any additional information or have any questions, please call me at 800-734-1476 or Tom@ez.st.

Sincerely,

The EZ Street® Company

Tom Francione

Tom Francione
VP Sales & Business Development





2.1
ELLIS COUNTY
PURCHASING DEPARTMENT

PHONE: (972) 825-5115
FAX: (972) 825-5119

PURCHASE ORDER
PAGE NO. 1 of 2

No. 20-000058

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES, SHIPPING
PAPERS AND CORRESPONDENCE.

DATE OF ORDER: 01/07/2020

VENDOR NO: 7694

VENDOR: DATA PRESERVATION SOLUTIONS, LLC
2214 CENTURY CENTER BLVD
IRVING TX 75062

SHIP TO: COUNTY CLERK
109 S. JACKSON ST
Waxahachie, TX 75165

CONTRACT #:

REQUIRED DATE		SHIP VIA		F.O.B.		TERMS		BUYER	
12/18/2019		BESTWAY		SHIPPING		NET30		EJ HARBIN	
LINE NO.	QUANTITY	UOM	ITEM NO. & DESCRIPTION				UNIT COST	EXTENSION	
1	1.00	EA	PROPERTY FRAUD ALERT PER ATTACHED QUOTE WITH PFA MEDIUM COUNTY 3 YEARS PRE-PAID OPTION 001-0140-508880				\$22,566.88	\$22,566.88	
							TOTAL	\$ 22,566.88	

TAX EXEMPTION NO. 75-6000935

NOTE: SEE PURCHASE ORDER TERMS - LAST PAGE

SUBMIT ALL CLAIMS FOR PAYMENTS BY

EMAIL: purchasing@co.ellis.tx.us

OR

US MAIL: Ellis County
Purchasing Department
109 S. Jackson St.
Waxahachie, TX 75165
FAX: (972) 825-5119

By:

PURCHASING AGENT

DIIDCHASE ADDRED NIIMBER MUST ADDEAD ON VOID INVOICE



**ELLIS COUNTY
PURCHASING DEPARTMENT**

PHONE: (972) 825-5115
FAX: (972) 825-5119

**PURCHASE ORDER
PAGE NO. 2 of 2**

No. 20-000058

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES, SHIPPING
PAPERS AND CORRESPONDENCE.

DATE OF ORDER: 01/07/2020

TERMS AND CONDITIONS

The following terms and conditions are applicable to this order entered into by and between the Ellis County (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS No modifications or changes may be made to this order without written authorization of the Buyer. No variation in the quantity of any item called for by this Purchase Order shall be allowed, unless such variation is caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, set forth herein. Goods shipped in excess of quantity designated may be returned at Seller's expense.

TERMINATION Buyer reserves the right to terminate this order in whole or in part for default if Seller fails to perform in accordance with any of the requirements of this order. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer.

F.O.B. In those cases where prices stated are not F.O.B. destination, Seller is required to prepay shipping charges and add charges onto the invoice.

TERMS By accepting this order, the Seller agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in arrears, in accordance with laws of the state of Texas.

INVOICING Submit all claims for payment/invoices via email if possible to: purchasing@co.ellis.tx.us
If you cannot submit the invoice via email, send to:

Ellis County
Purchasing Department
109 S. Jackson St.
Waxahachie, TX 75165

TAX Buyer is exempt from Federal Taxes, State of Texas Sales Taxes, Excise and Use Taxes and State taxes for tangible personal property.

PURCHASE ORDER NUMBER Purchase Order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order.

INSPECTION All commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at Seller's expense.

PAYMENT CHANGES Payments will only be made to the company name as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

GOVERNING LAW This order shall be governed by the laws of the State of Texas.

INDEMNIFICATION The Seller agrees to indemnify the County and hold him harmless from and against all claims, liability, loss, damage or expense, including attorneys' fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County. Further, Seller acknowledges that Buyer does not waive any rights set forth in the laws of the state of Texas.

OCCUPATION SAFETY AND HEALTH Seller compliance required under the laws of the state of Texas, that any toxic substance delivered as a part of this order must be accompanied by an OSHA compliant Material Safety Data Sheet (MSDS).

REPRESENTATIVES All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.



PROPERTY FRAUD ALERT

Quote

to

**Ellis County
Hon. Krystal Valdez
109 South Jackson
Waxahachie, Texas 75165**

Submitted by;

Data Preservation Solutions, LLC.
2214 Century Center Boulevard
Irving, Texas 75062
www.datapreservationllc.com

Project Name: Property Fraud Alert Quote

Co-op Contract: TIPS/TAPS Contract Number-170601

Texas DIR Contract- DIR-TSO-4038

Software Version: N/A

Date Submitted: 10-11-2019

Master Agreement NA

Submitted by Lance Gonzales

DPS Contact: Lance Gonzales

Title: Sales Manager

Phone: 972-438-2079

Email: Lanceg@datapreservationllc.com

Client Contact: Hon. Krystal Valdez

Title: County Clerk

Phone: (972) 825-5083

Email: krystal.valdez@co.ellis.tx.us

DPS Contact: Brian Rathe

Title: President

Phone: 972-438-2079

Email: brathe@datapreservationllc.com

PROJECT SUMMARY

Project: This Quote is to provide the Ellis County with pricing for Property Fraud Alert software (medium size county).

Project Site: Office of the County Clerk 109 South Jackson Waxahachie Texas 75165

Target Date of Implementation: TBD

Scope: Property Fraud Alert set-up, county website landing page link, personized web PFA landing page, press release and promotional materials

Technology:

Software:
Property Fraud Alert System

This quote between Data Preservation Solutions (DPS) and Ellis County, Texas (the "County") outlines deliverables, assumptions, and a high-level scope of work.

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Project Implementation

1.0 Purpose Statement

The purpose of this quote is to provide Property Fraud Alert software pricing for Ellis County. The quote includes the following items;

- 1.1.1 County website landing page PFA link
- 1.1.2 Personalized county PFA landing page
- 1.1.3 PFA configuration
- 1.1.4 PFA database export configuration
- 1.1.5 Delivery of PFA launch kit;
 - 1.1.5.1 Press release development
 - 1.1.5.2 Banners
 - 1.1.5.3 Buttons
 - 1.1.5.4 Flyers

2.0 What is Property Fraud Alert?

Property Fraud Alert is an internet-based system that automatically alerts your constituents, via email or phone, each time there is recording activity on a property owned by them. Upon notification, your constituents can then verify that this activity was initiated by them and not by someone attempting to commit property fraud.

2.1 Property Fraud Alert Description

- 2.1.1 Data Preservation Solutions (DPS) Property Fraud Alert (PFA) service is designed to monitor, identify and notify individuals whose name has been indexed from a document recorded in the Ellis County, Texas Clerk's (County) office. The intent is to allow subscribers the ability to have their personal/business name monitored within the County office in order to track possible fraudulent activity. PFA is a subscription only access via the PFA web site and is accessed by the potential subscriber. Subscribers will be notified only when the name they have submitted is used in any recording activities within the County office. The alert notification methods provided as options to the subscriber (and selected at the time of subscription) are either email or phone.

2.2 Know Threats and Vulnerabilities

- 2.2.1 **Serious Public Threat for Property Theft:** By default, the public recording system is not designed to protect property owners, so *Property Fraud Alert* can help fill the void, creating a valuable resource protecting your officials, employees, and citizens.
- 2.2.2 **Unaware of Falsely Filed Liens:** From disgruntled contractors to unforgiving ex-spouses and related, the instance of false liens is on the rise. A lien can make the purchase, sell or re-financing of a property impossible until all liens have been lifted – which can cost thousands of dollars in legal fees.
- 2.2.3 **Vulnerable County Officials and Employees:** In the last few years, a trend has developed where people with vendettas against public officials have filed fraudulent liens against the officials' privately-owned real estate.

3.0 Property Fraud Alert Service Agreement

3.1 Property Fraud Alert Subscription Methodology

- 3.1.1 Subscribers will have access to sign up for this service via the PFA (www.propertyfraudalert.com) web site.

3.2 Property Fraud Alert Service Terms and Conditions

- 3.2.1 The County agrees to participate in the PFA Service by providing the index data required and permitting the use of this information in order to monitor and identify (via the PFA Service) individuals' identity only for the purposes of possible fraudulent activity. The County understands that PFA is a service provided by DPS in order to offer individual identity alerts to all participating users. The County will post index data via a data format mutually agreed upon by DPS and the County to a SFTP site, at interval timings under full discretion of the County. The data once received by the SFTP site will then be processed by the PFA system service which is running on a secured system server behind firewall technology. DPS reserves the right to make changes to the PFA service as deemed necessary.
- 3.2.2 DPS agrees NOT to retain subscriber's information beyond time period needed to perform PFA services.
- 3.2.3 DPS agrees that it may NOT use or share County's data in any other way other than the method outlined above for the PFA service, without the express written consent of the County. DPS agrees to provide needed hardware, technology, and software in order to perform needed search and notification to subscribers.
- 3.2.4 DPS Guarantees to the County, under penalty of forfeiture and default of contract, that any collected subscriber information, including email, name and phone number of subscriber shall be used only for support of Property Fraud Alert and shall not be provided to any third-party entities for any purpose.

3.3 Annual Support

- 3.3.1 The PFA (Property Fraud Alert) support program associated with this Statement of work will become effective 6 months post (after) the project implementation sign-off and Go-Live acceptance.
- 3.3.1.1 Completely hands-free for the county
- 3.3.1.2 DPS customer support staff will help people register, respond to alert inquiries, and look-up documents remotely
- 3.3.1.3 Live phone support 10-hours a day
- 3.3.1.4 Bilingual alerts and bilingual support available

4.0 Project Pricing Quote

Project Name: Ellis County Property Fraud Alert System Implementation			
PFALL001	- PFA-Medium County: County Population 100,000 to 399,000 - PFA software - Property Fraud Alert Software - Installation \ Configuration** - County website landing page PFA link - Personalized county PFA landing page - PFA database export configuration - Press release development - PFA launch kit; - Banners x 4 - Buttons x 50 - Flyers x 300 **County can re-order consumable items when necessary. Pricing will be based on items and volume ordered.	\$14,964.88	
PFAS002	- Annual Support-PFA-Small-Medium County- Annual Software Maintenance ** Integration fees from your land records vendor are not included. ** If installation/configuration deviates from description in Property Fraud Alert Terms and Conditions additional costs may apply.	\$2,751.92	
Pricing	Units	Each	Extended
- PFA-Medium County:	1	\$14,964.88	\$14,964.88
- Annual Support-PFA-Medium County	1	\$2,751.92	\$2,751.92
Sub-Total			\$17,716.80

4.1 Pricing variable-Pre paid support

4.1.1 DPS allows you to pre-purchase support for up to 36 months to avoid the annual increase estimated at 7%. Annual support increases are linked to COL (Cost of Living) increases for the support personnel manning the PFA call center.

Extended Support Pricing	Units	Each	Extended
- PFA-Medium County:			
- Annual Support-PFA-Medium County 3 years pre-paid option	3	\$2,534.00	\$7,602.00
Sub-Total			



5.0 Signature Page

5.1 Software

5.1.1 Service fees are subject to changes based upon mutually agreed upon changes/additions/deletions to the PFA service as described in this agreement. Changes/additions/deletions are not guaranteed, but if considered, may result in a proposal for changes in the fee amount.

5.2 Acceptance by Client

5.2.1 County agrees to accept the software at the conclusion of installation and testing of the software referenced above.

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this Statement of Work is to be handled through DPS's Change Management Process.

This agreement is not effective until executed by all parties.

Ellis County
101 W. Main Street
Waxahachie, Tx 75165

Data Preservation Solutions
2214 Century Center Blvd
Irving, TX 75062

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Office of the County Judge
TODD LITTLE

The Historic Courthouse • 101 W. Main, Waxahachie, Texas 75165 • (972) 825-5011

To: Red Oak ISD

To: City of Red Oak

January 7, 2020

Re: Notice of Intention to Grant Tax Abatement

Notice is hereby given under §312.2041 of the Texas Property Tax Code that Ellis County intends to enter into a tax abatement agreement with Compass Data Centers. A copy of the proposed abatement agreement is attached hereto.

The Commissioners' Court of Ellis County will consider the above described actions at their regular meeting on Tuesday, January 14, 2020 at 2:00 p.m.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Little", is written over a horizontal line.

Todd Little
Ellis County Judge
972-825-5011

Required Enclosures: Proposed Tax Abatement Agreement

STATE OF TEXAS	§	TAX ABATEMENT AGREEMENT
	§	
COUNTY OF ELLIS	§	

This Tax Abatement Agreement (the "**Agreement**") is entered into by and between the County of Ellis, Texas (the "**County**"), and Compass Datacenters DFW III, LLC, a Delaware limited liability company, its successors and assigns (the "**Company**"), through their authorized representatives, to be effective as of the date of the last party's signature hereto (the "**Effective Date**").

W I T N E S E T H:

WHEREAS, the Ellis County Commissioners Court ("**the County**"), passed Jan. 14, 2020 (the "**Ordinance**") granting tax abatements in the City of Red Oak for approximately 179[±] acres of real property described in **Exhibit "A"** (the "**Land**") and depicted in **Exhibit "B"**, which exhibits are attached hereto and incorporated herein for all purposes, for commercial, industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the "**Tax Code**"); and

WHEREAS, the Land is wholly within the boundaries of land that been duly designated as a Reinvestment Zone pursuant to Section 312.4011 of Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the "**Tax Code**"); and

WHEREAS, the Ellis County Commissioners Court have adopted guidelines and criteria for tax abatement (the "**Tax Abatement Guidelines**"); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered into by the County as contemplated by the Tax Code; and

WHEREAS, in order to maintain and enhance the corporate commercial and industrial economic and employment base of the Red Oak area, it is in the best interests of the taxpayers for the County to enter into this Agreement in accordance with said Resolution, the Tax Abatement Guidelines and the Tax Code; and

WHEREAS, Company has or intends to purchase the Land, which is planned to be developed with one or more Data Centers (hereinafter defined), and intends to locate and maintain Improvements (hereinafter defined) thereon; and

WHEREAS, the Reinvestment Zone has been created in accordance with state law and is currently in full force and effect; and

WHEREAS, the development efforts of the Company described herein will create permanent new jobs in the City; and

WHEREAS, the Ellis County Commissioners Court finds that the contemplated use of the Improvements, and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and/or in compliance with the Tax Abatement Guidelines, the Ordinance, and the Resolution adopted by the City, the Tax Code, and all other applicable laws; and

WHEREAS, the Ellis County Commissioners Court finds that the Improvements (hereinafter defined)

CONFIDENTIAL DURING NEGOTIATIONS
TEX. TAX CODE SECTION 312.003

sought are feasible and practicable and would be of benefit to the Land included in the Zone and to the County after expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Land is located; and

WHEREAS, the County desires to enter into an agreement with the Company for the abatement of taxes pursuant to Chapter 312 of the Tax Code as amended; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment and the attraction of major investment in the Zone, which contribute to the economic development of the County and the enhancement of the tax base in the County, the parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

***"Abatement Period"** shall mean a period not to exceed ten (10) years commencing January 1st of the calendar year following the date of issuance of a certificate of occupancy by the City*

***"Affiliate"** shall mean entities that are (i) controlled by, under common control with, or controlling Company; and (ii) that operate part of the business, own property subject to ad valorem tax on the Land or occupy a portion of the Premises. For purposes of this definition, "control" means fifty percent (50%) or more of the ownership determined by either vote or value.*

***"Bankruptcy or Insolvency"** shall mean the dissolution or termination of a party's existence as a going business, insolvency, appointment of a receiver for any part of a party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.*

***"Base Year Value"** shall mean the Taxable Value of the Premises as of January 1, 2019.*

***"Chief Appraiser"** shall mean the Chief Appraiser of Ellis County Appraisal District.*

***"Company"** shall mean Compass Datacenters DFW III, LLC, or any of its affiliates.*

***"Certificate of Occupancy"** means a certificate issued by the City of Red Oak, Texas, for occupancy of a building or structure on the Land.*

***"Cure Period"** shall be thirty (30) calendar days, as provided under Section 6.2, and applicable City Ordinances.*

***"Data Center"** is defined in Exhibit "C" to Planned Development District No. 106, approved by the City Council of the City pursuant to Ordinance No. 19-046 on November 12, 2019.*

***"Development Costs"** means all actual costs incurred by or on behalf of Company, an Affiliate or a tenant within the Premises relating to constructing and/or upgrading the Improvements and related infrastructure, including costs such as land acquisition, buildings (foundation, interior, and exterior improvements), structures,*

utilities, paving, grading, demolition, environmental remediation, lighting, signage, landscaping, engineering costs, surveying costs, fees of consultants, designers, contractors and other professionals, legal fees, city fees, development and permitting fees, financing costs and fees, tenant improvement allowances paid by Company for improvements to tenant spaces and any tenant expenditures in excess or in lieu of tenant improvement allowances, the costs of equipment, supplies, materials and construction labor associated with such site development and construction costs, developer fees, leasing commissions and other related or associated expenditures for the construction and completion of the Improvements.

"First Year of Abatement" for each Phase, excluding Phase 1B, respectively, shall mean January 1st of the calendar year following the date of issuance of a certificate of occupancy by the City for one or more buildings on such Phase of the Premises.

"First Year of Abatement for Phase 1B" shall mean January 1 of the calendar year following the year in which a Certificate of Occupancy is issued by the City for Phase 1B, and occupancy begins.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such party), unreasonable delays by the City in issuing permits, consents, or certificates of occupancy or in conducting inspections with respect to the Premises, fires, explosions or floods, strikes, slowdowns or work stoppages.

"Full-Time Employee" means an employee that has job on the Land provided by Company, an Affiliate, or tenants within the Premises, and/or a contractor (i) for an average of thirty-five (35) hours per week; or (ii) otherwise defined as a full-time employee by Company, an Affiliate, tenant, or contractor as applicable, in accordance with its then-current personnel policies and regulations. For example, if a tenant has a company-wide policy that considers full-time employment to be thirty-five (35) hours per week, an employee of such tenant that works at least thirty-five (35) hours per week shall be considered a Full-Time Employee for purposes of this Agreement. The term includes an employment position staffed by a third-party contractor if a written contract exists between the third-party contractor and Company, an Affiliate, or tenant within the Premises that provides that the employment position is permanently assigned to a job within the Premises.

"Future Phase" shall mean any Improvements subsequent to Phase 1A and excluding Phase 1B, taking place on the Land; any such Future Phases shall be numbered in sequential order of development by Company pursuant to Section 2.6 herein. The second Phase shall be "Phase 2," the third Phase shall be "Phase 3," and so on. Phase 1B shall not be included in the definition of Future Phase. A Future Phase may occur prior or subsequent to Phase 1B.

"Improvements" shall mean buildings and appurtenant structures.

"Data Infrastructure" means the core physical or hardware-based resources and components required for datacenter operations which shall include, but not be limited to devices such as: IT devices; power and cooling devices, such as air conditioners and generators; electrical substation(s), and related capital improvements to electrical transmission and distribution network; electric generators and related machinery and equipment; HVAC/CRAC units and related datacenter cooling systems; and, any related devices, machinery and equipment that typically comprise a datacenter.

"Investment" shall mean the actual costs incurred by or on behalf of Company, an Affiliate, or a tenant within the Premises for (i) the Land, (ii) Development Costs for the Improvements and (iii) *Datacenter Infrastructure, or electrical substation built on the Land.*

"Job Creation Deadline" has the meaning ascribed to that term in Section 3.8.

"Job Requirement" has the meaning ascribed to that term in Section 3.8.

"Job Requirement Abatement Rate" has the meaning ascribed to that term in Section 3.8

"Land" has the meaning ascribed to that term in the Recitals.

"Personal Property" means tangible personal property (other than inventory or supplies) delivered to, installed, or located on the Land after the Effective Date of this Agreement.

"Phase" means Phase 1A, Phase 1B, or any Future Phase on the Land.

"Phase 1A" means the first building or group of buildings to be constructed and completed on the Land consisting of at least 40,000 square feet of space and designated by Company as Phase 1A, that constitutes a minimum Investment of Forty Million Dollars (\$40,000,000), and in accordance with Section 2.6 herein.

"Phase 1B" means Business Personal Property located within Phase 1A that constitutes a minimum additional Investment of Forty Million Dollars (\$40,000,000), and designated by Company as Phase 1B, in accordance with Section 2.6 herein.

"Premises" shall mean collectively, the Land and Real Property Improvements.

"Real Property Improvements" shall mean the buildings or other structures designated as improvements to real property by the Ellis Central Appraisal District and used in the construction of a Data Center, and ancillary facilities on the Land.

"Taxable Value" means the appraised value as certified by the Ellis County Appraisal District as of January 1 of a given year.

"Term" of this Agreement shall begin on the Effective Date and continue until March 31 of the calendar year following the last year of abatement under this Agreement, unless sooner terminated as provided herein.

Article II

General Provisions

2.1 Company has or intends to purchase the Land and construct or cause to be constructed and/or install or cause to be installed the Improvements thereon.

2.2 The Premises are not in an improvement project financed by tax increment bonds.

2.3 The Premises are not owned or leased by any member of the Ellis County Commissioners Court, or any member of the governing body of any taxing units joining in or adopting this Agreement.

2.4 During the Abatement Term for each Phase, as applicable, the Improvements for such Phase shall at all times be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended (except and to the extent in conflict with vested rights or other State law) and (ii) that is consistent with the general purposes of encouraging development or redevelopment within the Zone.

2.5 Company plans to develop the Land with a Data Center, which, if developed, may include one or more Phases. In the event Company or a tenant within the Premises (or a representative thereof) has not applied for a certificate of occupancy from the City for any Phase within five (5) years of the Effective Date, this Agreement shall automatically terminate, be null and void, no abatement shall be allowed hereunder and neither the County or Company will have further obligations with respect hereto.

2.6 Company may develop the Land in Phases; and, if so, Company shall be eligible for separate abatements for each Phase as provided herein. Abatement periods for each Phase, respectively, shall be for ten (10) calendar years (the "**Abatement Period**"), if all the terms and conditions of this Agreement are met. The first year of the Abatement Period for Phase 1A or any Future Phase containing Real Property Improvements, as applicable, shall begin on January 1st of the year following the year in which a certificate of occupancy is issued by the City for a Real Property Improvement within such Phase. The boundaries of Phase 1A is described and designated in **Exhibit "C-1"** attached hereto and incorporated herein by reference (the "**Phase 1A Abatement Area**"). Company may update **Exhibit "C"** with a legal description of each Phase when a building permit or certificate of occupancy is issued for each such Phase, without the necessity of further approval or signature of the parties, but upon written notice to the City with such updates being sequentially numbered. For example, the legal description for the Phase 2 Abatement Area shall be labeled "**Exhibit "C-2."**" Company may designate Phase 1B or any Future Phases containing solely Personal Property, as applicable, by submitting a Certificate of Occupancy to the City including the Personal Property to be included in such Phase. The first year of the Abatement Period for Phase 1B or a Future Phase containing solely Personal Property shall begin on January 1st of the calendar year following the year in which a Certificate of Occupancy is submitted to the City for such Phase.

2.7 The Company agrees that all construction and development shall be in accordance with all applicable laws, ordinances, codes, rules, requirements and regulations of the City and any subdivision, agency or authority thereof.

2.8 Simultaneously with the execution of this Agreement Company shall execute **Exhibit "G"** to certify no knowledge of employment of undocumented workers, as required for economic development incentives by Subchapter B of Chapter 2264 of the Texas Government Code.

2.9 The County agrees that Company's obligations under this Agreement (including without limitation the Job Requirement) may be collectively performed by or on behalf of Company, its Affiliates and/or tenants within the Premises and the tax abatement provided in this Agreement shall apply to Company, such Affiliate(s) or tenants to the extent each entity owns or leases a portion of the Land, Personal Property, or Real Property Improvements or creates one or more jobs for a Full-Time Employee.

Article III **Tax Abatement Authorized**

3.1 This Agreement is authorized by the Tax Code, is in accordance with the County Tax Abatement Guidelines, and has been approved by a minute order of the Ellis County Commissioners Court.

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3.2.1 **Phase 1A Abatement.** Subject to Company's compliance with the terms and conditions of this Agreement, the County hereby grants Company (i) an ad valorem real property tax abatement for seventy-five percent (75%) of the Taxable Value of the Real Property Improvements that constitutes Phase 1A over the Base Year Value; and (ii) a personal property tax abatement of one-hundred percent (100%) of the Taxable Value of the Personal Property that constitutes Phase 1A for a period of ten (10) consecutive years beginning with the First Year of Tax Abatement for Phase 1A. The Investment may be located anywhere on the Premises, including Phase 1A, Phase 1B and Future Phases. The tax abatement for Phase 1A shall be as follows:

3.2.2 **Abatement for Future Phases.** Subject to Company's compliance with the terms and conditions of this Agreement, following the cumulative Real Property Improvements for all phases on the Land totaling at least \$300 million for any remaining years to be abated, the County hereby grants Company (i) an ad valorem abatement for eighty-five (85%) of the taxable value of the Improvements for the remainder of this Agreement following the tax year when the Company achieves such Investment; and, (ii) a personal property tax abatement of one-hundred percent (100%) of the taxable value of the Personal Property for each Future Phase for a period of ten (10) consecutive years beginning with the First Year of Tax Abatement for each Future Phase, respectively. The tax abatement for each Future Phase shall be as follows:

TAX ABATEMENT SCHEDULE			
YEAR	PERCENT (%) OF ADDED VALUE OF REAL PROPERTY IMPROVEMENTS TO BE ABATED Prior to \$300,000,000 Investment	PERCENT (%) OF ADDED VALUE OF REAL PROPERTY IMPROVEMENTS TO BE ABATED Upon \$300,000,000 Investment	PERCENT (%) OF ADDED VALUE OF PERSONAL PROPERTY TO BE ABATED
1-10	75%	85%	100%
* 100% Level Tax Abatement for Personal Property is Transferrable to Affiliates, Clients, and/or			

3.3 **Phase 1B Tax Abatement.** Subject to Company's total Investment of at least Forty Million Dollars (\$40,000,000) for Business Personal Property, as defined herein, and in compliance with the terms and conditions of this Agreement, the City hereby grants Company a Business Personal Property tax abatement of one-hundred percent (100%) of the Taxable Value of the Business Personal Property that constitutes Phase 1B for a period of ten (10) consecutive years beginning with the First Year of Tax Abatement for Phase 1B. The tax abatement for Phase 1B shall be as follows:

TAX ABATEMENT SCHEDULE	
YEAR	PERCENT (%) OF ADDED VALUE OF BUSINESS PERSONAL PROPERTY TO BE ABATED
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%
8	100%
9	100%
10	100%
* 100% Level Tax Abatement for Tangible Personal Property is Transferrable to Affiliates, Clients, and/or Tenants	

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3.4 During the Abatement Period, Company shall otherwise be subject to all taxation under applicable law, including but not limited to, sales tax on nonexempt purchases, any applicable ad valorem taxation of the Land on the Base Year Value, and taxation on any property other than Improvements on the Land (if applicable).

3.5 There is no limit to the number of Future Phases the Company may develop in the Zone, but this Agreement and the tax abatement authorized pursuant to this Article III shall only apply to Future Phases for which (i) Real Property Improvements within such Phase receive a certificate of occupancy from the City on or before the *tenth (10th) anniversary* of the Effective Date; or (ii) a Certificate of Completion for Personal Property within such Phase is submitted to the City on or before the *tenth (10th) anniversary* of the Effective Date. City and Company agree and acknowledge that the commencement of the Abatement Period for each Phase is deferred to a date that is subsequent to the Effective Date of this Agreement, as authorized by Section 312.207 of the Act, but that no Abatement Period will exceed ten (10) years for any Phase in compliance with Section 312.007 of the Act. No Abatement Period may be extended longer than ten (10) years, even if Company fails to qualify for abatement during one (1) or more years of the Abatement Period.

3.6 Section 3.4 and the other terms of this Agreement shall apply to all Future Phases, and each occurrence of the term "*Phase*" or "*Phase 1 Abatement Area*" shall be read as if the number "1" has been changed to apply to the number of said Future Phase. All terms, conditions and obligations of this Agreement shall fully apply to each Phase *independently*. By way of example and for the avoidance of doubt, in the event of a default with respect to Phase 3, such default would have no impact on the abatement or Company's obligations with respect to Phase 1.

3.7 By the end of the fifth (5th) year of the Abatement Period for Phase 1A (the "*Job Creation Deadline*"), a minimum of five (5) new Full-Time Employees shall be employed at the Premises (such five (5) Full-Time Employees, the "*Job Requirement*"). The Full-Time Employees that are counted for the Job Requirement are cumulative and include Full-Time Employees in any Phase. The same Full-Time Employees do not need to be maintained so long there are at least five (5) Full-Time Employees employed on the Premises as a whole for each year after the Job Creation Deadline, respectively. Should the Job Requirement fail to be achieved by the Job Creation Deadline or fail to be maintained during any calendar year thereafter during the Term of this Agreement, the City will certify to Ellis Central Appraisal District that Company's abatement is subject to a reduction equal to the applicable Job Requirement Abatement Rate (as defined below) for the next calendar year in every Phase. Employees as of December 31 of the year they were hired may be included if they otherwise meet the requirements of being a Full-Time Employee. In order to be counted towards the Job Requirement, a Full-Time Employee must be located at the Land within the Zone. The City shall have the right to see documentation upon reasonable advance written request to Company that the Job Requirement is actually met and maintained on an annual basis for the duration of this Agreement. Company shall complete the form in *Exhibit "E"* (the "*Job Compliance Certificate*") and submit it annually by March 31st of each year during the Term of this Agreement after the Jobs Creation Deadline to the City.

3.8 In addition, for the five (5) Full-Time Employees that are counted for purposes of meeting the Job Requirement each year, Company will provide or cause to be provided the following with the Job Compliance Certificate: Texas Employment Commission Employer's Quarterly Report (currently known as Form C-3); (2) Form 941 filed with the Internal Revenue Service for each calendar year; and (3) a roster of the five (5) Full-Time Employees that are counted for purposes of meeting the Job Requirement as of the end of the immediately preceding calendar year, listing the total number of hours worked by each employee and the rate of pay for each employee during that year; however, Company may redact the employee identification numbers, social security numbers and other nonpublic personal information about the employees not

necessary to the verification required hereunder. If after reasonable diligence, Company is unable to obtain the Texas Employment Commission Employer's Quarterly Report or form 941 from a tenant, Company and the City will work together to agree on what other documentation could be provided to the City to evidence the Full-Time Employees as a substitute for such forms. If such alternate documentation is provided, it shall satisfy Company's obligation with respect to this Section 3.9.

Article IV **Improvements**

4.1 *As conditions to the abatement provided in Article III and subject to Section 2.6, Company agrees to (i) construct or cause to be constructed the Investment for Phase IA as provided herein, on or before the end of the fifth (5th) year of the anniversary of the Effective Date of this Agreement. In addition, as a further condition, Company shall operate Phase IA as an ongoing business for a period of ten (10) consecutive years from the date of the Abatement Period until its expiration. Failure of the Company to meet either of these conditions shall cause this Agreement to expire.*

4.2 Employees and/or designated representatives of the County will have reasonable access to the Premises during the Term of this Agreement to inspect the Premises to ensure that any Real Property Improvements have been constructed and the terms and conditions of this Agreement are being met. All inspections: (a) will be made during normal business hours; (b) will occur after at least ten business days advance written notice; (c) will be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Improvements; and (d) the City's inspector shall follow Company's or a tenant of the Premise's written safety and security policies. Notwithstanding the foregoing, Company or a tenant of the Premises shall have the right to require that any employee or representative of the City be escorted by a representative or security personnel of Company and/or a tenant of the Premises during any such inspection, and Company shall be able to exercise its sole, reasonable discretion in scheduling a requested inspection so as not to interfere with ongoing business operations on the Land. Further, Company or a tenant of the Premises may require that all individuals inspecting the Land or Improvements must first sign a reasonable confidentiality agreement under which they agree to not discuss or publicize information revealed in such inspection except as necessary for them to complete such inspection in accordance with this Agreement. This Section is not meant to alter or change the City's building inspections done through the permitting process.

4.3 On or before *April 30th* of each year of an Abatement Period for each Phase, the Company shall file form "*Application for Abatement*" attached hereto as *Exhibit F* with the Ellis Central Appraisal District for each Phase declaring the Zone to be the tax situs of the Land, and the Improvements above the Base Year Value for such Phase, identified in the corresponding *Exhibit "C,"* and will render all Land and Improvements in the Phase with Ellis Central Appraisal District during each year of the Abatement Period for each respective Phase. Notwithstanding the foregoing, Company's failure to submit the Application for Abatement shall not be a default hereunder, but Company shall not be eligible to receive the abatement in such years that the application is not submitted. If Company fails to submit the application in one year, but thereafter submits the application in future years, Company shall still be eligible to receive the abatement in full for all such future years that Company submits the application.

Article V **Performance**

5.1 Company covenants and agrees with County at, during the Term of this Agreement, Company will comply or cause compliance with the following terms and conditions, which are material terms to this Agreement:

- a. Company shall timely perform and comply in all material respects with all terms, conditions, and provisions set forth in this Agreement;
- b. Company shall timely file all sales tax returns required under Texas law to be filed with the Comptroller and timely pay all amounts due as reflected on such tax returns;
- c. Company shall timely pay all ad valorem real or personal property taxes owed, or not abated, to the City (provided Company retains its right to timely and properly protest such taxes or assessments and any such protest shall not be a default hereunder); and
- d. Company shall provide accurate and truthful information in all documentation provided to the County, including but not limited to *Exhibits "C," "D," "E," "F," and "G."*

Article VI
Default and Recapture of Tax Revenue

6.1 In the event Company: (i) fails to occupy the Premises in accordance with Section 6.4 or in accordance with applicable State or local laws, codes or regulations; (ii) has delinquent ad valorem or sales taxes owed to the County (provided Company retains its right to timely and properly protest such taxes or assessment); (iii) suffers an event of "Bankruptcy or Insolvency"; or (iv) breaches any of the terms and conditions of this Agreement which is not otherwise cured within the applicable cure period, then Company after the expiration of the notice and cure periods described below, shall be in default of this Agreement. In the event of a default that is not cured within the Cure Period (defined below) under Section 6.1(i), 6.1(iii), or for a default for breaching the requirements of Section 4.1, as the City's exclusive remedies in the event of such defaults, (i) the County may terminate this Agreement; and (ii) the Company shall, within thirty (30) days after termination, pay to the County all taxes which otherwise would have been paid by the Company to the City without benefit of a tax abatement during the entire duration of the default, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalty. The County shall have rights for the collection of the abated tax provided generally in the Tax Code for the collection of delinquent property tax. The County at its sole discretion has the option to provide a repayment schedule. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the Premises over the Base Year Value, without tax abatement for the entire duration of the default, as determined by the Appraisal District, multiplied by the tax rate of the years in question. The parties acknowledge that actual damages in the event of such defaults would be speculative and difficult to determine. The parties further agree that any abated tax, including interest as a result of this Agreement, shall be recoverable against the Company, its successors and assigns and shall constitute a tax lien against the Land and/or Improvements, and shall become due, owing and shall be paid to the County within thirty (30) days after termination; *provided however*, the County may opt to certify to the Ellis Central Appraisal District that Company has failed to qualify for abatement for the tax year in which the default occurred and/or the next subsequent tax year. If Company is convicted of a violation of 8 U.S.C. Section 1324(a)(f) as described in *Exhibit "G,"* this Agreement shall be terminated, and recapture of all taxes abated by virtue of this Agreement shall be made as described in *Exhibit "G."* Upon any other default by Company that is not cured within the Cure Period, as Counties sole and exclusive remedy, the City may terminate this Agreement and Company shall no longer be eligible for tax abatement as provided for hereunder.

6.2 Upon breach by Company of any obligations under this Agreement, the County shall notify the Company in writing, who shall have: (i) thirty (30) days from receipt of the notice in which to cure any such default; or (ii) if the default cannot reasonably be cured within a thirty (30) day period, and the Company has diligently pursued such remedies, such time as *may be reasonably necessary to cure such default ("Cure Period") may be extended.*

6.3 If the Company fails to cure the default within the Cure Period or, as such time period may be extended by written agreement of the parties, then the County at its sole option shall have the right to terminate this Agreement, by written notice to the Company.

6.4 Notwithstanding any other provision of this Agreement, in the event that the Improvements within a Phase are completed and operations are subsequently permanently discontinued (as to all buildings) within a Phase for any reason excepting Force Majeure for a period of three years during the Abatement Period, then this Agreement shall terminate as to that Phase and so shall the annual abatement of the taxes in the Phase for the time period during which the Improvements are no longer operated. The taxes otherwise abated for that calendar year, and subsequent calendar years, in which operations are discontinued shall be paid to County within one hundred eighty (180) days from the date of the termination. Should Company continue operations again in a terminated Phase for any year of the Abatement Period remaining, Company shall provide written certification of the same to the City. Within ten (10) business days of receipt of such certification, the County shall complete an inspection and if approved, this Agreement shall be reinstated for the Phase effective the next January 1st. The discontinued operations for one Phase shall not affect the abatement for a separate Phase.

Article VII
Annual Application for Tax Exemption

As further described in Section 4.3, it shall be the responsibility of the Company pursuant to the Tax Code, to file the annual exemption application form attached hereto as **Exhibit "F"** with the Chief Appraiser on or before **April 30th** of each year tax abatement applies under this Agreement. A copy of the exemption application shall be submitted to the City upon reasonable written request.

Article VIII
Annual Rendition

The Company shall, accordance with Chapter 22 of the Tax Code, annually render the value of the Land and Improvements subject to property tax to the Appraisal District and provide a copy of the same to the County upon reasonable, written request.

Article IX
Miscellaneous

9.1 Nothing in this Agreement obligates Company to build the Premises; however, Company acknowledges that the benefits under this Agreement are subject to meeting certain build requirements.

9.2 Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If to Company, then to: Compass Datacenters DFW III, LLC,
 Attn: Jared Day, President/CEO
 14555 N. Dallas Parkway
 Suite 125
 Dallas, TX 75254

If intended for County, to: Ellis County
Attn: Ellis County Judge
101 W. Main St.
Waxahachie, Texas 75165
Telephone: 972.825.5088

9.3 This Agreement was authorized by a minute order of the Ellis County Commissioners Court approved by the Court meeting authorizing the County Judge to execute this Agreement on behalf of the County.

9.4 In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

9.5 This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Ellis County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

9.6 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.7 This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

9.8 The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

9.9 All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

9.10 This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Except as otherwise provided, this Agreement may not be assigned without the prior written consent of the County not to be unreasonably withheld, conditioned, or delayed. Company may assign this Agreement, in whole or in part, to (i) a future owner of all or a portion of the Property; (ii) an Affiliate; or (iii) a tenant of all or a portion of the Premises without the Counties prior consent but upon written notice to the County.

9.11 The County may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the County from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due the County has been reduced to judgment by a court.

9.12 If any person requests County to disclose any information of a confidential, proprietary or trade secret nature relating to Company, this Agreement or the Improvements under the Texas Public Information Act (Tex. Gov't. Code Ann Sec. 552.001 et seq.) or any equivalent or successor statute (the "**Open Records Act**") and such information is subject to, or potentially subject to, an exception under the Open Records Act, then prior to making any such disclosure and to the extent permitted under applicable law,

**CONFIDENTIAL DURING NEGOTIATIONS
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County shall promptly send notice to Company of such request. Promptly, but no longer than four (4) business days after the Company's receipt of such notice from County, Company shall notify County in writing whether Company opposes the release and desires County to request a determination from the Texas Attorney General (an "*Opinion Request*") as to whether the requested information must be disclosed pursuant to the Open Records Act. Contingent upon Company's timely cooperation, County shall submit a request to the Texas Attorney General identifying the basis for any claimed exception; provided however that County shall only be required to comply with the foregoing to the extent that County, in good faith, believes there is a reasonable basis for claiming that the requested information is subject to an exception under the Open Records Act and the Open Records Act permits County to make an Opinion Request in the circumstance in question; and provided however that nothing herein shall prevent or limit Company's right to claiming any exemption from disclosure it believes applicable directly to the Texas Attorney General. Company shall bear the burden of establishing to the Attorney General the applicability of any sections of the Open Records Act claimed as an exception to disclosure in the Opinion Request by timely submitting written comments to the Attorney General.

9.13 Upon written request by Company, the County will provide Company with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Company is in breach of the Agreement, the nature of the breach and action required to cure the same; (ii) a statement as to whether this Agreement has been amended and, if so, the identity of each amendment; and (iii) any other factual matters reasonably requested that relate to this Agreement.

9.14 The following Exhibits are attached to this Agreement and are part of this Agreement:

- *Exhibit "A"* - Legal Description of the Land
- *Exhibit "B"* - Depiction of Land
- *Exhibit "C"* - Development Plan
- *Exhibit "D"* - Certificate of Compliance with Tax Abatement Agreement
- *Exhibit "E"* - Job Compliance Certificate
- *Exhibit "F"* - Annual Exemption Application Form Filed Ellis County Appraisal District
- *Exhibit "G"* - Certification – No Knowledge of Employment of Undocumented Workers

EXECUTED in duplicate originals the _____ day of _____.

THE COUNTY OF ELLIS

By: _____

Todd Little, Ellis County Judge

Attest:

By: _____

Krystal Valdez, County Clerk

Agreed as to Form:

By: _____
Vance Hinds, Assistant County
Attorney

EXECUTED in duplicate originals the _____ day of _____, _____.

COMPASS DATACENTERS DFW III, LLC,
a Delaware limited liability company

By: _____
Jared Day, President

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

WHEREAS, Red Oak Industrial Development Corporation, and James Murray Scott are the owners of that certain tract situated in the Alfred J. Parks Survey, Abstract No. 850 and the John Spoon Survey, Abstract No. 1014, City of Red Oak, Ellis County, Texas, said tract being the same tracts described in the deeds to H&H Capital Acquisitions, LLC, a Delaware limited liability, recorded under Instrument Numbers 1830620 & 1600711, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.), together with the tract described in the deed to James Murray Scott recorded in Volume 1548, Page 377, Deed Records, Ellis County, Texas (D.R.E.C.T.); the subject tract is more particularly described as follows:

BEGINNING at a PK nail found in Houston School Road (a variable width right of way), at the most westerly northwest corner of the tract described in the deed to James Murray Scott recorded in Volume 1548, Page 377, D.R.E.C.T., from which the northeast corner of the said Alfred J. Parks Survey, Abstract No. 850, bears approximately N 00° 23' W, a distance of 1713 feet;

THENCE N 00° 22' 35" W, along said Houston School Road and with the west line of the tract described in the deed to Red Oak Industrial Development Corporation, Inc. recorded under Instrument Number 1830620, O.P.R.E.C.T., a distance of 1,712.62 feet (deed call 1,708.26 feet) to the northwest corner of the Red Oak tract, from which a found 3/8 inch rebar bears N 89° 21' 22" E, a distance of 11.34 feet, and from said found 3/8 inch rebar a 5/8 inch capped rebar stamped "TXDOT SURVEY MARKER R.O.W" found at the southwest corner of the tract described in the deed to the State of Texas recorded under Instrument Number 1827103, O.P.R.E.C.T., bears north 2.7 feet;

THENCE N 89° 21' 22" E, with the monumented north line of the Red Oak tract, and being south of an established fence, passing the said found 5/8 inch rebar, and continuing on said course, in all, a total distance of 1,311.18 feet to a 1/2 inch rebar found at the southwest corner of the tract described in the deed to James Moffett and Marilyn Moffett, husband and wife, recorded in Volume 2742, Page 1067, D.R.E.C.T.;

THENCE N 88° 45' 28" E, continuing with the monumented north line of the Red Oak tract, a distance of 671.09 feet to a 1/2 inch capped rebar stamped "RPLS 2574" found at the northeast corner of the Red Oak tract, from which a concrete fence post bears N 88° 45' 28" E, a distance of 645.84 feet;

THENCE with the perimeter of the said Scott tract, the following calls:

1. S 00° 37' 09" E, a distance of 761.54 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";
2. S 88° 32' 31" W, a distance of 130.00 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set;
3. S 00° 28' 57" E, passing at a distance of 939.88 feet a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the most westerly north line of the Scott tract, and through the interior of the Scott tract, in all, a distance of 999.35 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the north line of the tract described in the deed to Red Oak Industrial Development Corporation recorded under Instrument Number 1600711, O.P.R.E.C.T. (hereinafter referred to as the "City of Red Oak tract");

THENCE N 88° 50' 13" E, with the north line of the said City of Red Oak tract, by deed called to be common with the south line of the Scott tract, a distance of 799.07 feet to a 2-inch iron pipe found at the northeast corner of the City of Red Oak tract;

THENCE along a wire fence braced with concrete post and with the most easterly east line of the City of Red Oak tract as monumented, the following calls:

1. S 01° 10' 52" E, a distance of 321.28 feet to a found 5/8 inch capped rebar stamped "STANTEC";
2. S 00° 15' 49" E, a distance of 376.72 feet to a found 1-1/2 inch iron pipe;
3. S 00° 19' 36" W, a distance of 199.07 feet to a 5/8 inch capped rebar stamped "STANTEC" found in a creek bottom at the most easterly southeast corner of the City of Red Oak tract and being the southeast corner of the Braley Cemetery;

THENCE S 89° 25' 56" W, with the most northerly south line of the City of Red Oak tract, a distance of 498.34 feet to a 5/8 inch capped rebar stamped "STANTEC" found at the reentrant corner of the City of Red Oak tract;

THENCE S 02° 37' 24" E, with the east line of the City of Red Oak tract, a distance of 936.10 feet to a 1/2 inch rebar found at the southeast corner of the City of Red Oak tract;

THENCE S 88° 48' 05" W, with the north line of the tract described in the deed to First Baptist Church, Red Oak recorded in Volume 1593, Page 850, D.R.E.C.T. (now platted and recorded in Cabinet H, Slide 53, Plat Records, Ellis County, Texas), a distance of 2,148.34 feet to the southwest corner of the City of Red Oak tract, from which a found 1/2 inch rebar bears N 88° 48' 05" E, a distance of 30.00 feet;

THENCE N 02° 40' 46" W, with the west line of the City of Red Oak tract, being in Houston School Road, a distance of 964.81 feet;

THENCE N 00° 50' 45" W, continuing with the west line of the City of Red Oak tract, being in Houston School Road, a distance of 864.45 feet to a 3/8 inch rebar found in said Houston School Road, at the most westerly southwest corner of the aforementioned Scott tract;

THENCE N 02° 17' 08" W with the most westerly line of the Scott tract, being in Houston School Road, a distance of 59.96 feet returning to the POINT OF BEGINNING and enclosing 178.005 acres ($\pm 7,753,877$ square feet).



EXHIBIT "D"
CERTIFICATE OF COMPLIANCE

**WITH TAX ABATEMENT AGREEMENT
BETWEEN THE CITY OF RED OAK AND COMPASS DATACENTERS DFW III
("Agreement")**

**RE: REINVESTMENT ZONE No. 8
CITY OF RED OAK, TEXAS**

THE STATE OF TEXAS

COUNTY OF ELLIS

Capitalized terms herein have the same meaning as in the Agreement.

Compass Datacenters DFW III (the "Company") and _____; and _____ each an "Affiliate" hereby certify that:

Initials

- 1) the Facilities for the Phase ____ Abatement Area have been completed and all Facilities and improvements have been constructed or acquired by Company pursuant to said Agreement,
- 2) all ad valorem taxes have been timely paid by Company to all taxing entities,
- 3) current total Jobs of Company in the Facilities is: _____, and
- 4) all other terms and conditions of this Agreement have been complied with.

OR

Initials

Compass Datacenters DFW III (the "Company") hereby certifies that:

The Company is not in compliance with the Agreement because Company does not meet the following requirements for the current year (Check all that apply):

_____ The Facilities for the Phase ____ Abatement Area have not been completed and that all facilities and improvements have been constructed or acquired by Company pursuant to said Agreement.

_____ All ad valorem taxes have not been timely paid by Company to all taxing entities.

_____ Current total Jobs of Company in the Facilities is: _____.

****Bob Hager to provide verbiage for signing document under penalty of perjury.****

EXHIBIT "E"
JOB CREATION FORM
(to be completed by Company)

PREPARED FOR THE CITY OF RED OAK

Company And Affiliates As Defined in the Agreement:

NOTE: All capitalized terms on this form shall have the same definition as in the Agreement.

PERMANENT FULL TIME QUALIFYING JOBS

Compliance Year: _____

Current total number of Jobs: _____

Current payroll dollars for 5 Jobs: _____

Pay rate of lowest paid of 5 Jobs: _____

Average weekly wage for 5 Jobs: _____

Ellis County's current average weekly wage: _____

This form was completed by:

Printed Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT "F"

**ANNUAL EXEMPTION APPLICATION FORM FILED
ELLIS COUNTY APPRAISAL DISTRICT**

**TAX ABATEMENT APPLICATION
To be filed with Ellis Appraisal District
On or Before April 30 of each year of Abatement**

Date: _____

Company: _____; **Address** _____

Affiliate(s) _____; _____; _____

Taxing Units That Have Agreed to Abate Taxes: City of Red Oak

Legal description of Land (within Enterprise Zone) where tax-abated property is or will be located:
_____ or attachment.

Ellis CAD Account Number(s) for abated property:

_____; _____

_____; _____

_____; _____

Application for Property Tax Abatement Exemption

Percentage exemption of _____ **% with respect to real property ("Land")**

Percentage exemption of _____ **% with respect real property improvements ("Buildings")**

Are Company and all Affiliates in compliance with the agreement? _____ **yes** _____ **no.**

This form was completed by:

Printed Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT "G"

**CERTIFICATION –
NO KNOWLEDGE OF EMPLOYMENT OF UNDOCUMENTED WORKERS**

2019 APPLICATION FOR TAX ABATEMENT

Instructions:

Please print or type. Submit the completed and signed original copy of the 2019 Application for Tax Abatement with attachments to:
The City of Red Oak Economic Development Department, PO Box 393, 200 Lakewood Parkway, Red Oak, Texas 75154

1. Date November 7, 2019

2. Name of Firm, Partnership or Corporation and mailing address

Please print or type:

Compass Datacenters DFW III, LLC
Suite 125
Dallas, TX 75254

14555 N. Dallas Parkway

2a. Have you received a previous tax abatement from the City of Red Oak?

No (YES/NO)

2b. If yes, when?

N/A

3a. Number of new full time employees to be added -----

5

3b. Number of new full time employees to be retained -----

0

3c. Projected number of jobs to be filled by current and / or future Red Oak residents.

TBD

4. Number of acres of property to be developed -----

179

4a. Plat of property and Development or Site Plan attached? -----
(Official Property Survey with metes and bounds required)

Yes (YES/NO)

5. Estimated value of existing real property to be developed -----

\$ 11,000,000.00

6. *Estimated value of real property improvements -----

\$ 29,000,000.00

(*A minimum \$500,000.00 investment required, unless otherwise approved by City Council)

7. Estimated value of existing inventory -----

0

8a. Estimated value of inventory to be added -----

TBD

8b. *Is applicant qualified for Freeport Tax Exemption -----

No (YES/NO)

(* If qualified: what percentage of inventory valuations qualify? -----

N/A

(*If qualified: what dollar value of exemption each year? -----

N/A

9. Estimated value of existing personal property -----

0

10. Estimated value of taxable personal property improvements -----

TBD

11. Total estimated value of new taxable investment to be made (Total of Items # 6, 8 & 10)

\$ 40,000,000.00

12. Description of proposed real property improvements:

Datacenter facility and related datacenter related operations

12. Description of Public Services / Public Infrastructure required for project development and new facilities.

Water:	Water line to meet project requirements of up to 4.984 MGD ultimate capacity, plus fireflow demands
Wastewater:	Wastewater line to meet project requirements of up to 0.86 MGD ultimate capacity
Roadways:	Roadway requirement for ingress and egress to site from FM 684/Ovilla Road and exterior vicinity roadways.
Railways:	N/A
Natural Gas:	TBD
Telecomm:	TBD
Electricity:	Electrical requirements to meet ultimate buildout electrical demand

13. Attraction of other new businesses to the Red Oak area.

(*Please list any businesses in your buyer-supplier network that could add value by reducing costs/risks by locating to Red Oak)

Datacenter related businesses.

* All business names provided will remain strictly confidential.

The City of Red Oak Economic Development Department, PO Box 393, 200 Lakewood Parkway, Red Oak, Texas 75154

2019 APPLICATION FOR TAX ABATEMENT (Page 2)

14. Expected impact on the Red Oak Independent School District. (i.e. Number of new students)

TBD in accordance with ultimate buildout of 179 acre campus

15. Expected benefit to the local economy (i.e. Projected annual local sales tax generated directly from project).

TBD in accordance with ultimate buildout of 179 acre campus

16. * Estimated annual payroll of employees.

(* Attach a roster of positions created/retained with average annual salaries / wages per position).

TBD in accordance with ultimate buildout of 179 acre campus

17. Description of product(s) to be manufactured and / or distributed.

Datacenter related services.

18. Expected economic life of all real property improvements.

20+ years projected economic life of all real property improvements

19. Identification and quantity of all Pollutants, Discharges, and Emissions:

TYPE		QUANTITY
AIR:	N/A	
NOISE:	N/A	
SOLID WASTE:	N/A	
WASTEWATER:	De minimus	

20. *Certification of no materially adverse or negative environmental impact as a result of the improvements and operations.

(* Attached letter of certification of environmental compliance.) -----

Yes (YES/NO)

(* Attached MSDS, if applicable. -----

N/A (YES/NO)

21. Project in compliance with relevant zoning requirements.

Yes (YES/NO)

22. Reasonable proof of financial ability.

Yes (YES/NO)

23. References from past communities, if applicable.

N/A (YES/NO)

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

sign
here >

Phone: 214-452-0354

Date: November 7, 2019

Submitted By (Please Print)
Name: Chris Curtis
Title: SVP
Date: November 7, 2019

Received by the City of Red Oak
Name: [Signature]
Title: Economic Dev. Officer
Date: November 7, 2019

For assistance in completing this form call the Economic Development Department, City of Red Oak, Texas - (972) 617-6831. An Equal Opportunity Employer.
The City of Red Oak Economic Development Department, PO Box 391, 200 Lakeview Parkway, Red Oak, Texas 75154

Overview and Purpose

This section outlines the goals, objectives, and assumptions for the FY 2020 EMPG Guide.

Goal

- To inform new and current EMPG participants about the EMPG application process.

Objectives

- Provide an overview of the EMPG program.
- Inform new applicants of EMPG program requirements.
- Guide new and current participants through the FY 2020 application process.
- Provide examples of completed application forms.

Audience

- Jurisdictions interested in, or already participating in, the EMPG program.

Assumptions

- The EMPG program strengthens Texas emergency management capabilities statewide.
- EMPG will provide federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support the National Preparedness Goal's associated mission areas and core capabilities.
- All EMPG applicants maintain, or will obtain by the end of their first year in the EMPG program, an highest level of preparedness.

Emergency Management Performance Grant Program (EMPG) Overview

The following section provides an overview of the EMPG Program and eligibility requirements.

Purpose

The Emergency Management Performance Grant (EMPG) program provides federal funding to assist states and local governments with all hazards emergency preparedness. EMPG funds are allocated by the Department of Homeland Security (DHS) to participating states on a population-share basis. Participating states then distribute these funds for reimbursement of applicable state and local emergency management program expenses.

Applicants to the EMPG program are evaluated on current planning, training accomplishments and recent exercise activities. Only the highest-ranking applicants are considered for inclusion in the program. The number of jurisdictions accepted into the program depends on available program funding.

Preparedness Activities

As a preparedness centric program, EMPG participants must maintain a certain level of preparedness activities. All cities and counties must carry out all-hazards preparedness activities to enhance their capability to mitigate potential hazards, respond to and recover from disasters. Key elements of emergency preparedness are comprehensive emergency planning, emergency training, and exercising.

State law requires each local emergency management program have an emergency management plan that they annually review and regularly update. Pursuant to Section 418.043 of the Texas Government Code, the Texas Division of Emergency Management (TDEM) has established planning standards for a local basic emergency management plan and 22 functional annexes.

Local planning document requirements are contained in the Local Emergency Planning Guide (TDEM-100), available on the TDEM website at <http://tdem.wpengine.com/wp-content/uploads/2019/08/TDEM-100.pdf>. Visit the TDEM website at <https://tdem.texas.gov/form-library/#1566401508452-e0737595-a9cf> for copies of the state planning standards, sample planning documents, and planning notes to assist in developing local plans and annexes. All new EMPG applicants must have a TDEM approved emergency management plan as defined in the Preparedness Standards for Texas Emergency Management (TDEM-100).

TDEM also offers the Emergency Planning course (G-235) several times a year, which presents planning concepts and methods and explains how to use the State Planning Standards and sample local planning documents. A complete training catalogue is available at <https://www.preparingtexas.org/TrainingCatalog.aspx>.

Emergency management training provides the knowledge and skills needed to develop and carry out an emergency program. It is desirable for elected officials, department and agency heads, and emergency management personnel to understand general emergency management concepts, pertinent laws, organizational arrangements, and operational concepts to achieve a basic level of preparedness with respect to emergency training.

TDEM offers a wide variety of other emergency management training courses and an extensive array of hazardous materials courses for tribal, local and state emergency responders and local officials. All courses are offered at no cost to the participant or jurisdiction. Course descriptions, schedules, registration requirements, and other information are available at <https://www.preparingtexas.org/>.

Matching Funds

The EMPG is a cost match program, meaning participating jurisdictions are required to provide at least 50 percent in matching funds for expenses covered through this program. For every dollar of federal EMPG grant funding provided, local and state agency grant recipients must provide an equal amount of local or state cost share. This includes non-federal cash spent for project related costs. Cash matches may only include those costs authorized in 44 CFR Part 13 and 2 CFR Part 225.

Other options are available in the event a jurisdiction cannot meet the local match requirement with cash. Jurisdictions may offer in-kind matches, or contributions of reasonable value or services in lieu of cash. These contributions must benefit a federally assisted project or program. Only property or services in compliance with program guidance/regulations (44 CFR Part 13 and 2 CFR Part 225) are allowable. Jurisdictions wishing to use in-kind contributions for all or a portion of the required cost match must receive TDEM approval. Cost match proposals must:

- a. identify the type of match by item;
- b. include a calculation of the value of the item/services;
- c. provide a description and supporting documentation of how the valuation was determined to be reasonable; and
- d. include an explanation of how the contribution supports the federally assisted program.

TDEM may require additional information from the applicant after reviewing the cost match proposal. Additionally, TDEM may audit the jurisdiction's records during the grant year to ensure compliance with program regulations cited above. TDEM also reserves the right to limit or not approve the amount or types of in-kind match proposed by applicants.

All financial expenditures submitted for match purposes will be verified. Any financial excess match submitted to TDEM for the EMPG grant program cannot be used to match any other grant fund program and is considered 100% federalized for TDEM excess match purposes.

Eligibility

To maintain eligibility in the EMPG program, all participating jurisdictions must:

- Be a legally established city or county emergency management program AND be the designated primary jurisdiction in accordance with Chapter 418 of the Texas Government Code.
- Have adopted the National Incident Management System (NIMS).
- Must have appointed an Emergency Management Coordinator (EMC). Each qualifying jurisdiction must have its own appointed EMC. An individual EMC cannot be assigned to both a county and city jurisdiction.
- Must submit a completed EMPG Application to TDEM by established deadline date. The application must include all required attachments. See below for further details.
- Satisfactorily complete the requirements and all tasks described in approved Statement of Work.
- Submit all required Progress Reports, and Financial Reports in accordance with the published EMPG timeline.
- Participate and meet the most current FEMA emergency planning, training, and exercise requirements.
- Resolve any deficiencies noted during reviews of emergency planning, training, and/or exercise materials submitted to TDEM within 60 days of deficiencies notification.

Elimination from the EMPG Program

Failure to meet the following requirements can result in elimination from the EMPG program:

- Remain at the Advanced Level of local emergency preparedness.
- Complete tasks outlined in the approved Statement of Work by the end of the grant performance period.
- Submit the required semi-annual Progress Report(s).
- Submit the required Quarterly Financial Report(s).
- Document and submit required exercise After Action Report (AAR) and Improvement Plan (IP) reports to the TDEM Exercise unit.
- Complete and submit the required documentation for annual training.

FY 2020 EMPG Application Package

This section provides information on the FY 2020 EMPG application process, including links to required EMPG forms.

Jurisdictions wishing to join the EMPG program must complete the FY 2020 EMPG Application package, which consists of the forms listed below. Information on program requirements and samples of completed forms are included below on page 18. Once accepted into the program participants are required to submit the same information annually.

Submit the complete EMPG Application package directly to TDEM Emergency Management Support no later than 11:59 p.m. CST Friday, January 31, 2020.

Email: TDEM.EMPG@tdem.texas.gov

Mailing Address:
EMPG Grant Program
Finance Section
Texas Division of Emergency Management
P.O. Box 15467
Austin, TX 78761

Retain a copy of your application for use in submitting semiannual Progress Reports.

Required Signatures

Specific individuals must sign many of the EMPG forms with an **original signature**. These officials include:

- **Authorized Official or Representative**
The individual authorized by the governing body of the applicant jurisdiction or organization to apply for, accept, or decline grants on behalf of the jurisdiction or organization. For local governments, an authorized official is generally the county judge, mayor, or city manager. The EMC **cannot** sign the application as both the Authorized Official or Representative and the EMC or Program Coordinator, unless TDEM receives permission, in writing, from the Authorized Official.
- **Point of Contact**
The individual authorized to serve as the program coordinator or focal point of information concerning an activity of the EMPG program. The point of contact is the individual that will be responsible for the submittal/correspondence to TDEM.
- **Financial Officer**
This individual should be the grant financial officer of the applicant jurisdiction or organization. This person will receive EMPG audit findings and quarterly warrants/direct deposit notices, and will serve as the point of contact should questions arise regarding financial aspects of the grant. Findings and notices will

be sent to the address indicated on the Direct Deposit Authorization (Form 74-178) or the Texas Application for Payee Identification Number (Form AP-152). The jurisdiction's EMC **cannot** serve as the Financial Officer.

▪ **Emergency Management Coordinator**

The EMC is directly responsible for carrying out the tasks supported by EMPG grant funds as outlined in the approved Statement of Work.

EMPG Application Forms

TDEM Form	Description
EMPG Application (TDEM-17)	The Authorized Official and the EMC must sign the application. Refer to the sample on page 18 for guidance. Form available on the TDEM website at https://tdem.texas.gov/form-library/
EMPG Statement of Work & Cumulative Progress Report (TDEM-17A)	The EMC shall sign and date the first page of this form. Refer to the sample on page 17 for guidance. Form available on the TDEM website at https://tdem.texas.gov/form-library/
Designation of Grant Officials (TDEM-17B)	Refer to the sample on page 37 for guidance. Form available on the TDEM website at https://tdem.texas.gov/form-library/
EMPG Staffing Pattern (TDEM-66)	In accordance with OMB Circular A-87, general costs and salaries for elected officials are not allowable expenses. An original signature of the Authorized Official is required on this form. Refer to the sample on page 40 for guidance. Form available on the TDEM website https://tdem.texas.gov/form-library/
Application for Federal Assistance (TDEM-67)	An original signature of the Authorized Official is required on this form. Refer to the sample on page 38 for guidance. Form available on the TDEM website at https://tdem.texas.gov/form-library/
EMPG Staff Job Description (TDEM-68):	A completed job description for each position listed on the EMPG Staffing Pattern (TDEM-66) is required. Form available on the TDEM website at https://tdem.texas.gov/form-library/
Travel Policy Certification (TDEM-69):	If the applicant jurisdiction has a travel policy, attach a copy to this form. The designated Financial Officer shall sign this form. Form available on the TDEM website at https://tdem.texas.gov/form-library/

TDEM Form	Description
Direct Deposit Authorization (Form 74-176) or Texas Application for Payee Identification Number (Form AP-152)	- The appropriate form must be submitted with each annual application and signed by the designated Financial Officer. If a jurisdiction opts not to receive reimbursement by direct deposit, a completed Texas Application for Payee Identification Number (Form AP-152) must be submitted in place of the Direct Deposit Authorization. Jurisdictions must submit a Direct Deposit Form (Form 74-176) every year. - Form 74-176 is available on the State Comptroller's website at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf - Form AP-152 is available on the State Comptroller's website at http://www.window.state.tx.us/taxinfo/taxforms/ap-152.pdf

Assurances & Certifications

Form	Instruction
FEMA Form 20-16 Summary Sheet for Assurance and Certifications	EMPG applicants should check the blocks for Part I & Part III on this form. The name and title of the Authorized Official must be entered in the space provided. The form shall be signed and dated by the Authorized Official. Form available at https://tdem.texas.gov/form-library/
FEMA Form 20-16A Assurances – Non-Construction Programs	If applicable, complete form and attach to FEMA Form 20-16. Form available at https://tdem.texas.gov/form-library/
FEMA Form 20-16C Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters and Drug-Free Workplace Requirements	Complete form and attach to FEMA Form 20-16. Check the block at the end of Section 1 and complete Standard Form LLL (SF-LLL). Form available at: https://tdem.texas.gov/form-library/
Standard Form LLL Disclosure of Lobbying Activities	Submit Form SF-LLL only if the applicant jurisdiction carries out certain lobbying activities that must be reported. The Authorized Official must sign form. Attach completed document to FEMA Form 20-16. Form Available at: https://tdem.texas.gov/form-library/

Semiannual Progress Reports

Semiannual Cumulative Progress Reports are required of all EMPG program participants. Jurisdictions should use an approved copy of the Statement of Work & Cumulative Progress Report (TDEM-17A) to report progress in EMPG activities. Do not use memos or other documents. You may attach copies of documents summarizing extensive training or public education accomplishments.

Use the remarks section of the form or a continuation sheet if additional space is required. When reporting, be sure to reference the appropriate task number. Jurisdictions must submit progress reports to receive reimbursements for subsequent quarters.

The second cumulative progress report should indicate completion of all tasks outlined in your Statement of Work. Explain any uncompleted tasks in the remarks section of the Statement of Work. Explanations must include both reasoning for the lack of completion and a new expected completion date. Make sure to include the pertinent task number as reference. Listing the following fiscal year without further detail is not an acceptable completion date for incomplete tasks. Generally, all tasks not completed during one fiscal year must be completed within the first 60 days of the next fiscal year. Failure to complete all required EMPG program tasks will result in funding reduction, reallocation or may result in the jurisdiction's elimination from the EMPG program.

Quarterly Financial Reports

Quarterly Financial Reports are required of all EMPG program participants.

Form	Instruction
State and Local Emergency Management Expenses Claimed for (Personnel and Administrative Expenses) Contributions (TDEM-70)	▪ Example located on page 41. Enter expenses in the appropriate column, i.e., Personnel Salary & Benefits, Travel, Other. The designated Financial Officer must sign this form. Form available at https://tdem.texas.gov/form-library/
EMPG Personnel Compensation & Benefits (TDEM-71)	▪ Example located on page 42. Complete one form for each employee. Jurisdictions must use this worksheet for reporting EMPG personnel compensation and benefits. Total salary and benefits claimed must be transferred to the State and Local Emergency Management Expenses Claimed for (Personnel Compensation And Benefits) Contributions Form (TDEM-70). Report payroll in quarter paid, your FY quarter will begin October 1, 2019. Employer benefits contributions are eligible expenses, not employee payroll deductions. The designated Financial Officer must sign this form. Form available at https://tdem.texas.gov/form-library/

**EMPG Attendance Record
(TDEM-72)**

- Example located on page 43. Jurisdictions must report the hours worked as per the instruction on the form. Hours worked must match the percentage of time worked as stated on the EMPG Staffing Pattern (TDEM-66). The EMC must sign this form. Form available at: <https://tdem.texas.gov/form-library/>

Financial reports must include source documents suitable for audit purposes; including, but not limited to:

- 1) Copies of canceled checks or city/county warrants.
- 2) Payroll history.
- 3) Copies of warrants or **PAID INVOICES**. Must enter vendor name & description per instructions on page two of the TDEM-70 form.
- 4) Vehicle activity logs.
- 5) **Itemized billing and travel reports with lodging/meal receipts and other travel related expense receipts.**

Submit Quarterly Financial Reports to:

Email:

TDEM.EMPG@tdem.texas.gov

Mail:

EMPG Grant Program
Finance Section
Texas Division of Emergency Management
P.O. Box 15467
Austin, TX 78761

Constraints on Reimbursement for Expenses

Because TDEM has to close out its financial accounts and report its expenses to DHS in a timely manner, reimbursement may not be paid for any Financial Reports submitted more than 60 days after the end of Fiscal Year 2020 (September 30, 2020). Questions about completing or submitting the required financial reporting forms, contact the EMPG Accountant at 512-424-7848 or via e-mail at TDEM.EMPG@tdem.texas.gov.

FY 2020 EMPG Application Timeline

This section provides a timeline for FY 2020 EMPG timeline. The FY 2020 period runs from October 1, 2019 to September 30, 2020.

FY 2020 EMPG Application Timeline

Date	Reports
October 1, 2019	EMPG Performance Period begins
January 31, 2020	- EMPG Application form and Statement of Work due - FY 2019 EMPG 1st Quarter Financial Report reporting period (October–December) due
April 15, 2020	1st semiannual cumulative Progress Report due - FY 2019 EMPG 2nd Quarter Financial Report reporting period (January–March) due
July 15, 2019	FY 2019 3rd Quarter Financial Report reporting period (April–June) due
September 30, 2019	FY 2019 EMPG performance period ends
October 15, 2019	- EMPG 2nd semiannual cumulative Progress Report due - FY 2019 EMPG 4th Quarter Financial Report reporting period (July–Sept.) due

All reports should be emailed to the EMPG Grant Section at TDEM.EMPG@tdem.texas.gov OR mailed to Texas Division of Emergency Management, P.O. Box 15467, Austin, Texas 78761

All reports below must be submitted to the EMPG Grants Program
@ TDEM.EMPG@tdem.texas.gov

Texas Division of Emergency Management Actions

After TDEM Grant Section, TDEM will notify applicant jurisdictions, typically by e-mail, of any problems with the application and suggested corrective actions.

When EMPG funding is made available, TDEM will notify successful applicant jurisdictions of the amount of the EMPG award. Jurisdictions that failed to complete all FY 2020 EMPG requirements will not be considered for FY 2020 EMPG funding, unless compliance issues are promptly resolved.

TEXAS ASSOCIATION *of* COUNTIES**Cybersecurity Course Enrollment Form for Counties**

Under a new state law, Tex. Gov't Code § 2054.5191, effective June 14, 2019, all local government employees and elected officials who have access to a local government computer system or database must complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually.

In response to the new cybersecurity training mandate and in furtherance of our continued commitment to our county family, TAC is offering a free cybersecurity course that has been certified by DIR and fulfills the requirements of the new law.

Should your county choose to participate in TAC's cybersecurity training program, **please have your Commissioners Court approve your county's participation and complete the enclosed form and return via email to SecurityTraining@county.org or fax to (512) 477-1324.** For more information about the underlying legislation and TAC's cybersecurity training course, please visit county.org/cybersecurity.

The course will first be made available to enrolled counties on Jan. 15, 2020 and should be completed by June 14, 2020. Enrollment is available on a rolling basis throughout the year.

Printed Name**County Name**Todd Little, County JudgeEllis County**Authorized Signature****Date**

Assigned Course Administrator

Please indicate the individual who will serve as the primary point of contact with TAC staff for purposes of enrolling participating county officials and employees in the cybersecurity training course. The designated individual will be asked to provide a list of all participating county employees and elected officials' names, email addresses, and positions held. The designated individual will also be asked to regularly add or remove users from access to the training program upon separation from county employment.

The course administrator will have access to reports reflecting the course completion status of all participating county employees and elected officials. If your county would like multiple administrators, please include their contact information on the following page.

Name of Administrator: Theresa Taylor

Email of Administrator: theresa.taylor@co.ellis.tx.us

Phone Number of Administrator: 972.825.5292

Position/Office of Administrator: Director, Human Resources

County IT Administrator

Please indicate the individual responsible for IT administration for your county. Upon request, TAC will coordinate with your IT Administrator to facilitate smooth deployment of the cybersecurity training program for your personnel and electeds.

Name of IT Administrator: Teral Crawford

Email of Registrant: teral.crawford@co.ellis.tx.us

Phone Number of Registrant: 972.825.5018

Additional Course Administrators (Optional)

Please indicate any additional county employees who will have access to regularly add/remove users from training according to employment changes within the county. Administrators will have access to reports reflecting the course completion status of all county employees.

Name of Administrator: Sharon Mancilla
Email of Administrator: sharon.mancilla@co.ellis.tx.us
Phone Number of Administrator: 972.825.5161
Position/Office of Administrator: Human Resources Generalist

Name of Administrator: Charlotte Wallace
Email of Administrator: charlotte.wallace@co.ellis.tx.us
Phone Number of Administrator: 972.825.5290
Position/Office of Administrator: Human Resources Coordinator

Name of Administrator: Jocelyn King
Email of Administrator: jocelyn.king@co.ellis.tx.us
Phone Number of Administrator: 972.825.5037
Position/Office of Administrator: Assistant IT Director

INTERLOCAL AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
And
ELLIS COUNTY, TEXAS

Cooperating Technical Partners FY 2019 Flood Risk Project for Waxahachie Creek

This Interlocal Agreement ("Agreement"), is made and entered into by and between the North Central Texas Council of Governments ("NCTCOG") and Ellis County (the "Entity"). NCTCOG and the Entity may each be referred to as a "Party", and may be collectively referred to as "Parties" to this Agreement.

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, (the "Act"), cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and,

WHEREAS, the Parties to this Agreement recognize that the Waxahachie Creek HUC-10 Watershed (the "Watershed") is a unique regional resource in the heart of a growing region; and,

WHEREAS, local governments and other community organizations are responsible for the overall health, safety, and welfare of their residents and thus must take the lead as stewards of the watershed; and,

WHEREAS, the actions of upstream and downstream communities within the Watershed directly affect each other; and,

WHEREAS, NCTCOG was awarded Federal Emergency Management Agency (FEMA) funding through the Cooperating Technical Partner (CTP) program to support development of technical resources for its member governments; and,

WHEREAS, the Entity and additional stakeholder being the City of Waxahachie (collectively the "Stakeholders") have identified the Watershed as a watershed in need of additional mapping products and technical resources to improve local government decision-making; and,

WHEREAS, NCTCOG, as a FEMA CTP, on behalf of the Stakeholders procured a qualified contractor to provide technical resources and products for the Stakeholders under the CTP FISCAL YEAR 2019 PROJECT (the "Project"); and,

WHEREAS, the Entity will provide local cash match in an amount not to exceed \$25,872.98 to support the overall \$520,060.00 federally funded Project; and,

WHEREAS, the Parties to this Agreement will cooperate to meet FEMA federal funding requirements of the CTP program, provide needed resources to the contractor, and produce hydrologic and hydraulic technical products desired by the Stakeholders for the Project; and,

WHEREAS, the Entity recognizes the importance of accurate floodplain mapping and other tools to assist in making sound development decisions; and,

WHEREAS, the Parties to this Agreement understand that entering into this Agreement in no way obligates any Party to implement any portion of the Project, and that separate agreements may be negotiated and executed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Definitions

For purposes of this Agreement

CTP FISCAL YEAR (FY) 2019 FLOOD RISK PROJECT: The plan that will provide the framework to develop the hydrologic and hydraulic technical data for Waxahachie Creek, as detailed in Exhibit A – Mapping Activity Statement No. 21.

WAXAHACHIE CREEK: The total 19 miles of stream included in the CTP Fiscal Year 2019 PROJECT, as shown in Exhibit B.

WAXAHACHIE CREEK HUC-10 WATERSHED (HUC-10, 1203010903): The area of Ellis County in which all land drains to Waxahachie Creek. The Watershed is within central Ellis County and continues in a general southeastern direction until terminating at the confluence of Waxahachie Creek and Lower Chambers Creek.

2. Purpose

This Agreement defines the terms and conditions for the Project. Project activities include developing hydrologic and hydraulic technical data to delineate the Waxahachie Creek 100-year floodplain in Ellis County.

3. Duties

- 3.1 NCTCOG and/or NCTCOG's consultant(s) will perform the tasks identified in Exhibit A – Mapping Activity Statement No. 21.
- 3.2 NCTCOG will designate a project manager to work directly with the Entity and consultant(s) to complete the project.
- 3.3 The Entity will designate a project manager to work directly with NCTCOG to coordinate schedules, review milestones and deliverables, facilitate interaction with the various departments of the municipality, elected officials, and key stakeholders.
- 3.4 NCTCOG will serve as the contract manager and procurement administrator for this Project.
- 3.5 The NCTCOG project manager will oversee the consultant(s), and will coordinate with the Entity regarding meetings, schedules, deliverables, and other key project milestones and events. Quarterly progress reports will be provided to the Entity upon request. Communication with the consultant(s) will be coordinated through the

NCTCOG project manager.

4. Funding

- 4.1 The total cost to the Entity for this Agreement is \$25,872.98. This includes the anticipated consultant expenses for completion of duties defined in Exhibit A - Mapping Activity Statement No. 21.
- 4.2 The Entity shall provide a check payable to NCTCOG in the amount specified in Article 4.1. Issuance of a Notice to Proceed to the consultant is contingent on receipt of funds from the Entity, or as otherwise mutually agreed.
- 4.3 Each party paying for services under this Agreement must make those payments from current revenues available to the paying party. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the funding agencies by NCTCOG dedicated for the purposes of this Agreement.

5. Term

- 5.1 This Agreement shall take effect on the date the last Party signs and shall remain in effect until September 30, 2022, unless terminated earlier as provided herein.
- 5.2 Either Party may terminate this Agreement by giving 30 days written notice to the other Party. The Parties may terminate this Agreement at any time by mutual written concurrence.

6. Modification, Waiver and Severability

- 6.1 This Agreement and any exhibits, which may be attached, constitute the entire agreement among the Parties. No waiver or modification of this Agreement shall be valid unless in writing and signed by both Parties. Failure of the Parties to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms and conditions.
- 6.2 In the event that any one, or more, of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- 6.4 Nothing in this agreement shall be deemed or construed to waive the sovereign or governmental immunity of any party.

IN WITNESS HEREOF, the Parties have executed this Agreement in duplicate originals on the _____ day of _____ 2020.

Ellis County

Signature

Printed Name

Title

Date

**North Central Texas Council of
Governments**

Signature
R. Michael Eastland
Executive Director

Printed Name

Date



FEMA

**NCTCOG
COOPERATING TECHNICAL PARTNERS (CTP)
FLOOD RISK PROJECT (FRP)
MAPPING ACTIVITY STATEMENT (MAS)**

Mapping Activity Statement No. 21

The Flood Risk Project described in this MAS dated July 8, 2019, shall be completed in accordance with the CTP Partnership Agreement dated September 15, 2014, between NCTCOG (herein referred to as "CTP") and the Federal Emergency Management Agency (FEMA).

The Flood Risk Project within this MAS includes the following project areas and production phases:

- Chambers HUC-8 Watershed– Phase Two (Risk Identification & Assessment)
 - Waxahachie Creek – 19 miles

This Flood Risk Project will be completed by the following entities:

- NCTCOG
- Halff Associates

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PREFACE: Implementing Risk MAP in FEMA Region 6

FEMA Region 6 has produced several regionally specific Risk MAP implementation documents that shall be used to guide project efforts for studies performed in Region 6 States (Arkansas, Louisiana, New Mexico, Oklahoma, and Texas). The information in this section is intended to assist CTPs in the preparation of the Statements of Work and Mapping Activities Statements to support the delivery of Risk MAP shall reference the following documents in preparation of the FY19 Mapping Activities Statement (MAS) document.

Region 6 Risk MAP Implementation Guidance, Tools and Templates are available on the Risk MAP SharePoint site at:

[Risk MAP SharePoint > Region 6 > Resources > Tools and Templates](#)

Projects should be phased in alignment with the ***Framework to Achieve Mitigation Action***, available at:

[Risk MAP SharePoint > Region 6 > Resources Page > Regional Implementation Documents > Framework_V4](#)

Phasing Risk MAP Project Production. To allow the flexibility required to move projects from initiation (Discovery) to effective issuance, FEMA Region 6 has identified the following phases for project funding:

- Phase Zero – Investment
 - Preparation of Base Level Engineering for HUC8 (or larger basin)
- Phase One - Discovery
 - To include Flood Risk Report, Flood Risk Map and Flood Risk Database
 - Discovery and Discovery Close-Out meetings
- Phase Two - Risk Identification and Assessment
 - Engineering and Risk MAP product development
 - Project Kick-off, Flood Risk Review and Resilience meetings
- Phase Three - Regulatory Product Update
 - Preparation of FIS and FIRM
 - Panel Preparation, Preliminary Panel Issuance
 - Consultation Coordination Officer's (CCO) Meeting
 - Effective Panel Issuance

FEMA Region 6 requires its Cooperating Technical Partners to utilize this phased approach for all Flood Risk Projects submitted for funding.

RMD SharePoint Site. The RMD SharePoint shall be used to deliver and coordinate with FEMA Regional POCs throughout a Flood Risk Project. Project folders are established to assist this coordination. FEMA Region 6 points of contact for assistance and questions related to the Risk MAP SharePoint are diane.howe@fema.dhs.gov and/or esavage@hwcinc.com. Please note that after 90-days your account password will need to be reset. Please email spadmin@riskmapcds.com to reset your password.

- Numerous templates have been created to aid the CTP in preparing for and delivering the Region's objectives as identified by phase and task in the Framework to Achieve Mitigation Action. CTPs may utilize the regionally provided templates available on the Risk MAP SharePoint site at: http://pm.RiskMAPcds.com/FEMA_REGIONS/REGIONVI/Resources
- Additionally, CTPs may use the FEMA Region 6 Risk MAP SharePoint site to upload their CTP templates under the Mapping Partners Tab at the following location:
http://pm.RiskMAPcds.com/FEMA_REGIONS/REGIONVI/pages/Mapping%20Partners.aspx

SECTION 1 – OBJECTIVE AND SCOPE

The objective of the Flood Risk Project (FRP) documented in this Mapping Activities Statement (MAS) is to develop and/or support flood hazard data and program-related tasks through completing technical risk analysis, engineering and mapping activities. These activities may or may not result in a new or updated Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for one or more communities within the project area. This Flood Risk Project Mapping Activity Statement (FRP-MAS) includes a project specific scope of services and deliverables for the following project efforts:

- Chambers|KJ1|(Waxahachie Creek) – Phase Two (Risk Identification & Assessment)

The watersheds and jurisdictions in which Flood Risk Projects will be performed, as well as their applicable project type/activities, are summarized in Table 1.1: Flood Risk Project Area and Community Identification. All applicable project phases should be identified in the last column of the table for each watershed, county/parish or community listed below. The MIP project will be established based on the information included in the table below.

Table 1.1: Flood Risk Project Area and Community Identification (Watershed)

Watershed Name	HUC-8 Code	Communities Included in Project Area <i>(include CID if available)</i>	Project Phase
			<i>0 – Base Level Engineering 1 – Discovery 2 – Risk Identification & Assessment 3 – Regulatory Product Update</i>
Chambers	12030109	Ellis County (480798) City of Midlothian (480801) City of Waxahachie (480211)	Phase 2- Risk Identification & Assessment

Additionally, the CTP involved in this project will develop new and/or updated flood hazard data as summarized in Table 1.2: Total Riverine Mileage Count & Study Type. The engineering analysis and resultant datasets, mapping and related products shall all be produced in the North American Vertical Datum of 1988 (NAVD88).

CTPs should identify the mileage which will be included in the project effort to be included in the study described by the FRP-MAS within the table above. CTPs may add another set of lines to the table to describe multiple watersheds or multiple jurisdictions within the table.

Table 1.2 – Total Riverine Stream Mileage Counts & Study Type

Watershed Name	Current vs Post-Project Validity	Detailed w/ Floodway (Zone AE)	Detailed no Floodway (Zone AE)	Limited Detail (Zone AE Or Zone A)	Approximate* (Zone A/Base Level Engineering)	Redelineation (Only applicable to Valid CNMS Miles)
Denton Creek	Current Validation Status (CNMS)	Valid = 14.32	14.32			
		Unknown = 0.0				
		Unverified = 4.6			4.6	
		New = 0.0				
	Validation Status (Post Project)	Valid = ALL	18.92			

Mileage included in Table 1.2 is intended to identify the current and post-project validation status of the engineering analysis prepared as a part of this Flood Risk Project.

→ The mileage identified in the Current Validation Status (CNMS) section of the table provides an understanding of the current validation status and break down of the mileage which will be studied. CTPs may reach out to the RPML (esavage@hwcinc.com) or the Regional Support Center to determine the current CNMS breakdown of mileage.

→ The study mileage in the Validation status section of the table indicates the breakdown of the project study approach. The table identifies all resulting study mileage as VALID. This section can be used to define the mileage and approach of the analysis

Project Management Activities

Task – Perform Project Management

Responsible Mapping Partner: NCTCOG

Scope: Project Management is the active process of planning, organizing, and managing resources toward the successful accomplishment of predefined project goals and objectives. The CTP will coordinate with the FEMA Regional Office with respect to Project Management activities and technical mapping activities identified below.

Quantities and Baseline Schedule (QBS) form. The QBS form will be prepared by the CTPs and delivered to the R6 MIP Champion (jennifer.knecht@fema.dhs.gov) shortly after award. The QBS form identifies the initial project schedule, geography and project tasks that will be completed as a part of the Mapping Activities Statement. CTPs that require time for identification of contract support and procurement should work with their FEMA PM and the R6 MIP Champion to identify the project timeline for entry into the system of record. **The updated FY19 QBS form can be found on the Regional SharePoint page at: RMD SharePoint > R6 > Resources > Other Resources > FY19 Quantities and Baseline Schedule Form**

Quality Assurance Program for Mapping Partners. The CTP is responsible for implementation of the prepared CTP Quality Assurance/Quality Control (QA/QC) Plan. The QA/QC plan defines and outlines the CTP's oversight for all tasks, services and activities undertaken within this Mapping Activities Statement (MAS). The CTP will submit a Summary Report that describes and provides the results of all

automated or manual QA/QC review steps as outlined in FEMA's Standards for Flood Risk Analysis and Mapping, dated February 2019. The plan should include the process for all activities identified within the MAS.

Internal QC review activities shall be included in the costs associated with the delivery of CTP data for tasks identified within the MAS. CTPs shall discuss and document the necessity for external review of its MAS submission, otherwise, the CTP will need document its QA/QC findings and submit with the technical data delivery and Regional Project Monitor for approval. The CTP shall follow the Quality Assurance/Quality Control procedures outlined in the CTP's Programmatic Quality Assurance/Quality Control (QA/QC) Plan, previously submitted.

Independent QC review activities may be performed by the CTP or FEMA's contractor at the discretion of FEMA. If the CTP will be responsible for the QC review, the entity that will perform QC should be identified in this MAS.

Please note FEMA will also be performing periodic audits and overall study/project management to ensure quality, including National Quality Reviews (QRs) required per FEMA standards for all flood risk projects. Whether or not the CTP performs the Independent QC review mentioned in the preceding paragraph, the CTP will be responsible for addressing all comments resulting from National QRs and any additional independent QA reviews required by the FEMA Regional Office, including re-submittal of deliverables as needed to pass technical or quality review. The CTP will submit regulatory products to FEMA's designated National QR reviewer for review and approval prior to public issuance.

Should the study outlined in the MAS be selected for Independent Verification and Validation (IV&V), the partner will be provided a copy of the IV&V findings. If the findings indicate that items are not in accordance with FEMA's Standards for Flood Risk Analysis and Mapping, dated February 2019, the partner will assist FEMA in the preparation of materials meeting these standards.

Quality Control Reports. FIRM-related tasks require a passing QC Report from FEMA's National FIRM database auto-validation tool for Quality Review (QR) #1, #2, and #5 as required in FEMA standards. Training materials for these steps are available on the Mapping Information Platform (MIP) at MIP User Care>Training Materials. The MIP can be accessed at the following web address: <http://hazards.fema.gov>.

Mapping Information Platform (MIP) Use/Update and Earned Value and Reporting Requirements. Once the baseline has been established in the MIP, the CTP shall input the performance and actual cost to date for all tasks within each project for which the CTP is responsible. Mapping Partners shall complete these updates at a minimum of once every 30 days and at the completion of the task. Mapping Partners shall update the progress in the MIP with actual costs, percent complete and as of dates by the 25th of each month in the Track Task Progress Workbench.

When a task is completed, including all QA/QC activities in this MAS, plus the Quality Control Reviews required by FEMA standards, the CTP shall enter 100% complete, enter the actual completion cost, and the actual completion date within the Track Task Progress Workbench. **CTPs should note that projects obligated in the MIP only include FEMA dollars.**

The MIP shall also be populated with appropriate leverage information regarding who (CTP or community) paid for the data provided and the amount of data used by the Flood Risk Project. CTPs shall assure that all MIP tasks are updated monthly by the 25th of each month to assure their projects are in an acceptable Schedule Performance Indicator (SPI) value. The CTP shall maintain a Schedule Performance Index (SPI) and Cost Performance Index (CPI) between 0.92-1.08.

The CTP is required to report on the earned value of projects that are in the MIP monthly and must give explanations for variances outside of the tolerance defined above. Special Problem Reports (SPR) explaining any variance must be submitted in a timely manner by the CTP. The FEMA Regional Project Monitor shall work with CTPs to detail a Corrective Action Plan (CAP) when a CTP partner is outside of

the tolerance. A CAP must define the reason for the variance and the intended resolution. FEMA Regional Offices must coordinate with FEMA Headquarters when CAPs are developed.

Leverage reporting in the MIP. The CTP shall identify and include all leverage costs, fees and data associated with the delivery of each project task completed. If the units available for reporting in the MIP not match those necessary, the CTP shall enter additional information in the comments section to identify the actual units reported.

CTP Coordination with FEMA. The Mapping Partner shall notify FEMA at least four weeks prior to all relevant meetings requiring FEMA staffing/support. The CTP should notify all other applicable parties of all Flood Risk Project meetings with community officials, and other relevant meetings, at least two weeks prior to the meeting (with as much notice as possible). Staffing needs from FEMA are to be coordinated with the FEMA Project Monitor.

Additionally, the CTP shall manage their contractor to assure delivery of the appropriate items and shall approve all data delivered on their behalf, prior to its submission. The CTP lead shall coordinate scope and deliverables question to the responsible FEMA PM to assure delivery of the tasks outlined in this FRP-MAS.

Status Reports. The CTP will provide communities with regular status reports outlining the current project status, key accomplishments to date, identified risks, if any, and next steps including estimated next meeting date and meeting content shared. These status reports shall be provided to FEMA for review before electronic distribution. Project update status reports will be distributed to communities at mid-points between each of the meetings, and between the Final Meeting and effective date (if included in this MAS), to help introduce and prepare the communities for upcoming discussions. **CTPs shall also coordinate with the RSC to update the Status of Studies viewer with target and actual meeting, milestone and data delivery dates.**

Grant Documentation Maintenance. The CTP should alert the FEMA Regional Project Monitor should a project require a modification to the scope, schedule or budget. In cases where there may be changes to scope, schedule or budget, an award amendment may be required, and in this case, the CTP should discuss with their FEMA Regional Project Monitor the modification required on the award, to determine the correct course of action and paperwork requirements for the amendment. If the CTP determines an extension to the Period of Performance will be required, the FEMA Regional Project Monitor should be notified, per the NOFO, no later than 30 days before the Period of Performance ends. Grant document requirements vary dependent on the changes that are being incurred and should be discussed with your Project Monitor.

Project Risks and CTP Mitigation Steps. Threats to the planned completion of a project may come from various sources. Risks should be identified during the planning phase and monitored throughout the project so that potential impact can be assessed, and solution strategies developed and implemented as needed.

Table 1.3 – Project Risk Identification

Project Risk	Potential Impact to Project Team or Delivery of Successful Project Effort	Mitigation/Solution Strategy
Right of Entry Letter	Potential Delay	Project kickoff meeting and frequent communication
Access to Project Area	Potential Delay	Communication between NCTCOG and Denton County; Denton County and affected citizens

Project Documentation. The CTP will deliver Technical Study Data Notebooks (TSDNs) intermittently, in accordance with Regional guidance. The CTP shall consult the Scope and Deliverables section within each project phase to assure they are preparing and delivering all project documentation in accordance with Regional Guidance. The CTP will review their deliveries to FEMA for completeness and certify each submittal as being in accordance with FEMA's Standards for Flood Risk Analysis and Mapping; dated November 30, 2015 and revisions thereto. CTPs shall approve all deliverables submitted on their behalf.

Key Decision Point Process Support. CTPs shall support FEMA Regional Project Monitors in preparation of project specific documentation to support the Key Decision Point process. A template with all required information for KDP1 and KDP2 is available on the RMD SharePoint at: <https://rmd.msc.fema.gov/Regions/VI/Regional%20Implementation%20Documents/Forms/AllItems.aspx?RootFolder=%2fRegions%2fVI%2fRegional%20Implementation%20Documents%2f1%2fR6%5fDelivery%5fGuidance&FolderCTID=0x0120006BDEB5BFF71F2D479FF913787586EB31>

Other Requirements

- The Project Monitor may request additional information on status of projects on an ad hoc basis to answer incoming correspondence and required reporting for FEMA leadership. The CTP will provide information as requested by the FEMA Project Monitor.
- The Mapping Partner shall maintain an archive of all data submitted. All supporting data must be retained for a minimum of three years from the date a funding recipient submits its final expenditure report to FEMA.
- FEMA will provide download/upload capability for data submittals through the MIP located at <https://hazards.fema.gov>. As each activity is completed, ALL final and editable data files shall must be submitted to the MIP for validation.
- FIRM and FIS report for the watersheds and areas identified in Table 1.1 will be produced in the North American Vertical Datum of 1988 (NAVD88).
- Metadata is required for all digital activities. {Insert appropriate Data Capture language applicable to this Mapping Activity Statement.}

Standards: All Project Management work shall be performed in accordance with the standards specified in Section 5 – Standards.

Deliverables: The CTP shall prepare the following deliverables while performing the Project Management activities identified above:

- Project Specific Quantities & Baseline Form (QBS) – Prepare and update if warranted

- Overall project Quality Management Plan including QA/QC maintenance information, such as maintaining a QA/QC log and providing a QA/QC approach to FEMA for review and approval.
- QA/QC Summary Reports
- Monthly Earned Value data reporting through the MIP with variance explanations to support management of technical mapping activities within specified time frame, for both Regulatory and Flood Risk Products. Progress data entry shall be submitted to the MIP by 25th of the month, to include: Actual Cost to Date, Report (As of) Date, project progress (percent complete), and MIP data uploads, as required
- Management of SPI/CPI performance for project
- Leverage costs/data entered the MIP by task
- Ad-hoc status inquiries, reports and input related to project performance and project scope may be required periodically. The CTP will support the FEMA PM in providing this information as required.
- Monthly/Quarterly Coordination calls with the FEMA PM will be performed and recorded under this task
- Updates for the Status of Studies tracker portal will be submitted via email to JYoung@halff.com and Jennifer.Moss@aecom.com for update as a project passes a project milestone.
- Project Risk/Mitigation Identification and monitoring, of identified project risks identified in Table 1.3
- Project management documentation and coordination of project data to the RMD SharePoint site
- Special Problems Report to detail any schedule or cost variations from that documented in the QBS form submitted at project initiation
- CTP documentation support for the Key Decision Point (KDP) submittals for Regional and FEMA HQ required approvals
- Corrective Action Plans and/or Grant Award Amendments, as required

Task – Perform Community Engagement & Project Outreach

Responsible Mapping Partner: NCTCOG

Scope: This Flood Risk Project will include in-person opportunities to engage communities, build risk awareness, increase capabilities for risk communication, and stimulate mitigation action at the local level. The overarching goal is to create a climate of understanding and ownership of the mapping process at the State and local levels. Well-planned and executed community engagement and project outreach can reduce political stress, confrontation in the media, and public controversy, which can arise from lack of information, misunderstanding, or misinformation.

NOTE: The performance of community engagement and outreach takes place throughout the life of the Flood Risk Project. Region 6 has developed the **Communication and Action Planning Worksheet** template to assist partners. Template is available at the RMD SharePoint site at: [RMD SharePoint > R6 > Resources > Phase 1 > Comms and Action Planning Worksheet \(doc\)](#). To plan and schedule a project approach CTPs may leverage the **Region 6 Project and Communications Management Tool** is available at the RMD SharePoint site at: [RMD SharePoint > R6 > Resources > Phase 1 > Project and Communications Management Tool \(xls\)](#)

→ The activities identified here are for project specific community engagement and outreach.

The actual number/format of meetings will be determined based on the risk and need at the local level and determined as part of developing the project-based communication plan. Provisions may be made for remote access video/audio feeds for those that cannot attend in person. These activities should be reviewed

for implementation throughout the Risk MAP lifecycle and the defined meetings within it. All Mapping Partners shall use Community Engagement strategies and tactics throughout the delivery of the Risk MAP program in each watershed or project area.

Although these activities cannot be included as a line item, the Mapping Partner shall keep in mind that the efforts undertaken within the FRP-MAS are intended to:

- Increase the understanding of natural hazard risk within a community.
- Support local efforts to reduce natural hazard risk within a community or watershed area.
- Increase the effectiveness of meetings and engagement opportunities with communities throughout the Risk MAP life cycle.

Community action and community engagement cannot be purchased by line item; however, if utilized, they can influence and advance by proper project and communications planning throughout the Risk MAP process. Tasks undertaken may include:

Watershed and Community Assessment. Activities include assessing a watershed and high priority communities to understand what is important to them, their mitigation priorities, and their existing relationships with FEMA. May include holding telephone discussions with local officials and residents to understand the watershed and identify key stakeholders. Will include local planners, floodplain administrators (FPAs), elected officials, community leaders, local levee/dam/coastal leadership/business owners and others, based on local needs.

Action Identification and Planning. Support for communities to identify and/or advance mitigation opportunities, and/or select amongst alternatives, through the provision of data, analysis and/or strategic support. Based on information learned from conversations with community influencers, as well as the Hazard Mitigation Plan, and information obtained through Discovery, identify the top 2–3 actions to focus on advancing within each community, and create a plan to advance them.

30-Day Review of Proposed Models (SID 620): Before any data development tasks within a flood risk project, including a FIRM update, begin, each community affected by the flood insurance study must be notified of the planned model or models to be used. The affected communities will be provided with a 30-day period beginning upon notification to consult with FEMA and the CTP regarding the appropriateness of the mapping model or models to be used. This notification is to be sent directly by the CTP. Copies shall be provided to the FEMA Project Monitor and included in technical submittals to the MIP. The results of the consultation do not necessarily guarantee that a change should be made and should be clearly documented. This consultation does not waive or otherwise affect the right of the community to later appeal any flood hazard determinations.

30-Day Review of Completed Models, Work Maps, and Database (SID 621): When a flood risk project will include new or updated FIRM panels, the CTP must provide access to the draft FIRM database and other contributing data, as requested, to the communities by the conclusion of Quality Review 1. The CTP also must provide the affected communities with a 30-day period during which the communities may provide data to FEMA and the CTP that can be used to supplement or modify the existing data. The CTP should incorporate any community-submitted data into the project as appropriate. Data or information submitted must be completed to a level to be directly incorporated into the study or demonstrate scientific incorrectness by:

- Identifying and provide documentation of the methods, or assumptions purported to be scientifically incorrect.
- Supporting data as to why the methods, or assumptions used are not appropriate.

- Providing new or alternative analysis and mapping data utilizing methods consistent with prevailing engineering principles and meeting FEMA's Standards.
- Providing technical information or data indicating why the provided new or updated analysis and mapping should be accepted as more correct.

Television and Radio Outreach (SID 622): The Project Team, in coordination with the appropriate staff in the Regional Office of External Affairs, other FEMA staff, and community officials, shall engage with local radio and television outlets to further educate property owners about flood map revisions and appeals processes. FEMA cannot fund advertising, so public service announcements should be considered as a prime opportunity to meet this standard. Any engagement with the media should include explanations of the entire appeal process for flood hazard information, including comments on other information on the FIRM and FIS report. Users should review the Stakeholder Engagement – Due Process Guidance document available at <https://www.fema.gov/media-library/assets/documents/34953> and SID 622 <https://www.fema.gov/media-library/assets/documents/35313> for more information.

Meetings. Meetings are included in each phase of project delivery later in the document. Objectives and requirements are included in each phase versus being included in the Community Engagement section to promote the Phased funding approach and the R6 Quantities and Baseline Schedule (QBS) form being completed appropriately.

Project Outreach and Communication Planning. The CTP will work with the Regional Office during the initiation of this activity to develop the Project Outreach and Communication Planning effort to support the implementation of the mapping project. FEMA R6 has developed two tools that may be used by CTPs to meet the requirements of Project Outreach and Communications planning, mainly:

- Communication and Action Tracker Worksheet – Prepare and Maintain
- Project and Communications Management Tool (excel file)

Standards: All Community Engagement and Outreach work shall be performed in accordance with the standards specified in Section 5 – Standards. All communication with local governments will be done in accordance with 44 CFR Part 66.

Deliverables: The CTP shall prepare the following deliverables while performing the Community Engagement activities identified above:

- Communication and Action Tracker Worksheet – Prepare and Maintain
- Project and Communications Management Tool (excel file)
- Watershed/Community Assessment outputs
- Telephone logs and emails
- Meeting invitation, agenda, presentation slides (as requested), and meeting notes
- Action Identification and Advancement Plan
- Project update status reports for project communities.
- Provide documentation of adherence with the requirements for the community 30-day review of proposed models and 30-day review of work maps, completed models, and associated information.

Phase Two - Risk Identification and Assessment

Phase two begins at the Project Kick-Off meeting and ends with the delivery of the Risk MAP products at the Resilience Meeting with all participating parties. The emphasis of this phase is to deliver the required and identified elements (products, services and technical assistance) within the selected project areas to

further the Awareness and Action metrics. The following tasks may be included in the project work for Phase Two.

Note: Engineering analysis prepared by an CTP partner during phase two may be included in a Phase Three effort for the Regulatory Product Update effort in the future. If the engineering analysis prepared is used to update the FIS and FIRM, the party whom produced the analysis is expected to participate with FEMA (and its future mapping partner) in responding to appeals and comments received during the 90-day appeal period. This effort may be funded under a separate Mapping Activity Statement in the future.

Task: Develop Topographic Elevation Data

Responsible Mapping Partner: NCTCOG (through use of a contractor)

Scope: Topographic/elevation data may be new or existing. New is defined as data that will be flown and processed for the areas specified in this MAS study areas according to the referenced specifications. Existing topographic/elevation data (previously flown and/or processed) may be used to produce flood studies and related products. However, if new data is not to be collected, the FEMA Region should be consulted before leveraging the best available existing topographic to ensure acceptability for the intended level of flood hazard study.

The CTP shall obtain additional topographic data for the floodplain areas to be studied including overbank areas. These data will be used for hydrologic analysis, hydraulic analysis, floodplain boundary delineation and/or testing of floodplain boundary standard compliance. The CTP shall gather availability, currency, and accuracy information for existing topographic data covering the affected communities in this MAS. The CTP shall use topographic data for work in this MAS only if it is better quality than that of the original study or effective studies. The Mapping Partner will ensure that the FEMA Geospatial Data Coordination Policy and Implementation Guide is followed and the data obtained or to be produced are documented properly as per those policies and guidelines.

Requirements for leveraging existing Topographic Data: The CTP shall use topographic data for the areas described in the Table 1.6 Summary of Topographic Data table. The source of the topographic data must be listed as well. The CTP shall coordinate with other team members conducting field surveys as part of this MAS. The CTP should follow the guidelines set forth in the Guidance: Elevation, May 2016 to determine the suitability of the existing dataset in terms of currency and accuracy. The CTP should confirm with the FEMA Project Officer the use of leveraged topographic data.

Requirements for development of Terrain Data Capture: For this activity, the CTP shall utilize the data collected under the New and/or Existing Topographic Data Capture task and via field surveys to create a best available digital elevation model for the subject flooding sources. The CTP should confirm with the FEMA Project Officer the appropriate data model(s) (i.e. DEMS) for the intended use of the data.

In addition, the CTP shall address all concerns or questions regarding the topographic data development that are raised during the Independent QA/QC review.

Table 1.6 – Summary of Topographic Data

Watershed/ Floodings Source	Beginning and End Points of Topo Data Collection	New Existing OR Leveraged	Accuracy & Year Acquired	Source/ Data Vendor	Contact Information	Use Restrictions
Waxahachie Creek	N/A	Existing	2015-2019; Best available	NCTCOG/ FEMA	NCTCOG Research & Information Services	N/A

Standards: All Topographic Data Development work shall be performed in accordance with the standards specified in Section 5 - Standards.

Deliverables: The CTP shall produce items listed in the New or Existing Topographic Data Capture section within the most currently dated “Technical Reference: Data Capture” document, located at <https://www.fema.gov/media-library/assets/documents/34519>, made available to FEMA by uploading the digital data to the MIP in accordance with the schedule outlined in Section 6. Where paper documentation is required by state law for professional certifications, the CTP may submit the paper in addition to a scanned version of the paper for the digital record. Please coordinate with the regional and/or state representative to verify state reporting requirements.

- An intermediate Technical Study Data Notebook (TSDN) describing the scope of work, direction from FEMA, issues, information for next mapping partner, etc.
- Acquisition planning document detailing flight and sensor parameters.
- Acquisition and processing document detailing actual flight, acquisition, and processing methodology and results.
- Fully Classified Point Cloud
- Breaklines
- Bare Earth DEM
- Contours
- Survey ground control and checkpoints, including x, y, z file of points, survey control documentation, photographs at point locations, and Certification of Work.
- Checkpoint analyses spreadsheet used to assess the accuracy of data, including Root Mean Square Error calculations to support vertical accuracy.
- Identification of data voids and methods used to supplement data voids.
- Low confidence area polygon file and metadata.
- National Geodetic Survey data sheets for Network Control Points used to control topographic data acquisition and ground surveys.
- Metadata file complying with the NFIP Metadata Profiles Specifications, and
- Support documentation and Certification of Work. Where paper documentation is required by State Law for Professional certifications, the Mapping Partner may submit the paper in addition to a scanned version of the paper for the digital record. Please coordinate with the Regional and/or State representative to verify state reporting requirements.
- Watershed Project Team meeting minutes and documentation/resolution of any concerns raised in coordination with local community technical staff throughout this task effort.
- Perform Quality Assurance and Quality Control (QA/QC) review and provide:

- A Summary Report that describes the findings of the independent QA/QC review;
- Confirmation of update(s) made to the and
- Recommendations to resolve any problems that are identified during the independent QA/QC review.
- Upload of all study data through the MIP Data Development Task – Develop Topographic Data
- Report leverage data in the MIP Data Development Task – Develop Topographic Data for any leverage data utilized in this task.

Task: Perform Field Survey

Responsible Mapping Partner: NCTCOG (through use of contractor)

Scope: To supplement any field reconnaissance conducted during the Discovery phase of this project, the CTP shall conduct a detailed field reconnaissance of the specific study area to determine conditions along the floodplain(s), types and numbers of hydraulic and/or flood-control structures, apparent maintenance or lack thereof of existing hydraulic structures, locations of cross sections to be surveyed, and other parameters needed for the hydrologic and hydraulic analyses.

The CTP shall conduct field surveys, including obtaining channel and floodplain cross sections, identifying or establishing temporary or permanent bench marks, and obtaining the physical dimensions of hydraulic and flood-control structures. If appropriate, the CTP shall also identify items needed for coastal analyses including land cover, vegetation types, housing, dunes, beach nourishment, coastal structures, and transects. The CTP shall also coordinate with other entities that are involved in the Topographic Data Development process regarding ongoing activities and deliverables.

Existing survey data, or as-built data, may be used to produce flood studies and related products. However, if existing data are to be collected, the FEMA Region should be consulted before leveraging the best available existing survey data to ensure acceptability for the intended level of flood hazard study.

As necessary, the Watershed Project Team shall coordinate with local community technical staff to coordinate and validate its findings with the local community technical staff intermediately throughout Phase Two. At a minimum, the Watershed Project Team shall reach out to communities in order to alert them of the task progress and provide them insight on the findings and results of the task effort undertaken. This/These meeting(s) shall include of the FEMA PM.

Standards: All Field Survey work shall be performed in accordance with the standards specified in Section 5 – Standards.

Deliverables: The CTP shall produce items listed in the Survey Data Capture section within the most currently dated “Technical Reference: Data Capture” document, located at <https://www.fema.gov/media-library/assets/documents/34519>, made available to FEMA by uploading the digital data to the MIP in accordance with the schedule outlined in Section 6. Where paper documentation is required by state law for professional certifications, the CTP may submit the paper in addition to a scanned version of the paper for the digital record. Please coordinate with the regional and/or state representative to verify state reporting requirements.

- An intermediate Technical Study Data Notebook (TSDN) describing the scope of work, direction from FEMA, issues, information for next mapping partner, etc.
- Digital photographs of cross section locations and structures
- Digital sketches of cross section and structure data

- Documentation of the horizontal and vertical datum
- National Geodetic Survey data sheets for Network Control Points used to control topographic data acquisition and ground surveys
- Digital versions of draft text for inclusion in the FIS report
- Digital survey data consistent with the Data Capture Technical Reference
- Metadata file complying with the NFIP Metadata Profiles Specifications
- Support documentation
- Certification of Work
- A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken as outlined in the approved QA/QC Plan.
- Upload of all study data through the MIP Data Development Task – Perform Field Survey
- Report leverage data in the MIP Data Development Task – Perform Field Survey for any leverage data utilized in this task.

Task: Develop Hydrologic Data

Responsible Mapping Partner: NCTCOG (through use of a contractor)

Scope: The CTP shall perform hydrologic analyses for the flooding source(s) identified in Table 1.7 - *Summary of Hydrologic Analyses*. Hydrologic analysis activities include the determination of peak flood discharges, the use of rainfall-runoff models, regression equations, gage analysis, and hydrograph development to support the level of detail required for the project. The CTP shall calculate peak flood discharges and/or flood hydrographs for the 10%, 4%, 2%, 1%, “1% plus”, “1% minus”, and 0.2% annual chance events. These flood discharges will be the basis for subsequent Hydraulic Analyses performed under this MAS. In addition, the CTP will be responsible for addressing all comments resulting from the independent QC, including resubmittal of deliverables as needed to pass technical review.

If GIS-based modeling is used, the CTP shall document automated data processing and modeling algorithms and provide the data to FEMA to ensure these are consistent with FEMA standards. Digital datasets (such as elevation, basin, or land use data) are to be documented and provided to FEMA for approval before performing the hydrologic analyses to ensure the datasets meet minimum requirements. If non-commercial (i.e., custom-developed) software is used for the analysis, then the CTP shall provide full user documentation, technical algorithm documentation, and the software to FEMA for review before performing the hydrologic analyses.

The CTP will compare the calculated, or computed, discharge with discharge determined from reliable gage data, if any. This comparison will only be done at locations where the two discharge values are considered representative of the same flooding source. Results of this comparison will be used in making a professional judgment for determining the discharge to be used for the hydraulic analysis.

Table 1.7: Summary of Hydrologic Analyses

Study Area/Flooding Source	Method	Square Miles of Leveraged Hydrology	Square Miles of New Hydrology
Waxahachie Creek	HEC-HMS	▪ 0.0	▪ 99.9

Standards: All Hydrologic Analyses work shall be performed in accordance with the standards and guidance specified in Section 5 – Standards.

Deliverables: The CTP shall produce items listed in the Hydrology Data Capture section within the most currently dated “Technical Reference: Data Capture” document, located at <https://www.fema.gov/media-library/assets/documents/34519>, made available to FEMA by uploading the digital data to the MIP in accordance with the schedule outlined in Section 6. Where paper documentation is required by state law for professional certifications, the CTP may submit the paper in addition to a scanned version of the paper for the digital record. Please coordinate with the regional and/or state representative to verify state reporting requirements.

- An intermediate Technical Study Data Notebook (TSDN) describing the scope of work, direction from FEMA, issues, information for next mapping partner, etc.
- Digital copies of all hydrologic modeling (input and output) files for the 10%, 4%, 2%, 1%, “1% plus”, and 0.2% annual chance events.
 - Watersheds should be studied in their entirety
 - Detailed Streams require the 10%, 4%, 2%, 1%, “1% plus” and 0.2% annual chance events to be analyzed
 - Limited Detailed Streams require the 1%, “1% plus” and 0.2% annual chance events to be analyzed
 - Base Level Engineering (Approximate) Streams require 10%, 4%, 2%, 1%, “1% plus”, and 0.2% annual chance events to be analyzed
 - PMR streams should be studied to a termination point of hydrologic significance (mouth of stream, confluence with larger stream, dam, etc.)
- Digital hydrologic data consistent with the Data Capture Standards as described in the latest Technical Reference: Data Capture.
- FIRM Database files as described in the FIRM Database Technical Reference, Table 2.
- Metadata file complying with the latest Technical Reference: Metadata Profiles for Hydrology.
- Digital Summary of Discharges Tables presenting discharge data for the flooding sources for which hydrologic analyses were performed (for flooding sources mapped as Zone AE on the FIRM).
- Digital versions of draft text for inclusion in the FIS report.
- Digital versions of all backup data used in the analysis including GIS data layers work maps.
- A Hydrology Report summarizing the approach and results of the hydrologic analysis for each study area in Table 1.7.
- Watershed Project Team meeting minutes and documentation/resolution of any concerns raised in coordination with local community technical staff throughout this task effort.
- Perform Quality Assurance and Quality Control (QA/QC) review and provide
 - A Summary Report that describes the findings of the independent QA/QC review;
 - Recommendations to resolve any problems that are identified during the independent QA/QC review; and
- A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the FIRM as outlined in the approved QA/QC Plan.
- Written certification that the digital data meet the minimum standards and specifications.
- Written response to any comments resulting from the independent QA/QC review.
- If data is changed following the independent QA/QC review, then updated deliverables for the

Develop Hydrologic Data task must be submitted to the MIP.

- Upload of all study data through the MIP Data Development Task – Develop Hydrologic Data
- Report leverage data in the MIP Data Development Task – Develop Hydrologic Data for any leverage data utilized in this task.
- Maintain an archive of all data submitted for hydrologic modeling review. (All supporting data must be retained for three years from the date a funding recipient submits its final expenditure report to FEMA, and once the study is effective all associated data should be submitted to the FEMA library)

Task: Develop Hydraulic Data

Responsible Mapping Partner: NCTCOG (through use of a contractor)

Scope: The CTP shall perform hydraulic analyses as described in Table 1.8: Summary of Hydraulic Data. Hydraulics analysis activities include establishing and reviewing regulatory floodways and flood elevations for the 10%, 4%, 2%, 1%, “1% plus” and 0.2% annual chance events based on flood discharge rates computed under Develop Hydrologic Data. The hydraulic methods used for this analysis may include base level and detailed level hydraulic modeling. The base level will use an automated hydraulic model and use the best available elevation data to model the 10%, 4%, 2%, 1%, “1% plus” and 0.2% annual chance events. It will not include field surveys, floodways, or mapped Base Flood Elevations (BFEs) but will include mapped A or AE zones per Table 1.8. The detailed level may include field surveys, floodways, and the 10%, 4%, 2%, 1%, 1% plus and 0.2% annual chance events, using methods described in Table 1.8. The Mapping Partner, at a minimum, must delineate the floodplain and floodway, if applicable, boundaries of the base flood. The Mapping Partner must also delineate the floodplain boundaries associated with the 0.2-percent-annual-chance flood, if it is calculated.

Where available, the CTP will leverage hydraulic analysis and modeling prepared in the Base Level Engineering modeling efforts undertaken in Discovery as a starting point for this task.

Exhibit 1. Enhancement and Model Refinements possible during Phase Two are included in the table below:

Option	Cross Sections	Flow Paths (Left, Right and Channel)	Manning's "n" Values	Structures	Flood Zone
A		Base Level Engineering is more refined than this method			
B		Base Level Engineering is more refined than this method			
C	Each section reviewed by engineers. <i>R6 Base Level Engineering meets these criteria – no refinement necessary</i>	Reach lengths adjusted based on draft floodplain.	Overbanks LULC data, channel value estimated separately.	Included; structure data from national, state or other data source. Estimated base on topography and aerial photos for those not available.	A

Option	Cross Sections	Flow Paths (Left, Right and Channel)	Manning's "n" Values	Structures	Flood Zone
D	Each section reviewed by engineers.	Reach lengths adjusted based on draft floodplain.	Overbanks from LULC data, channel value estimated separately and calibrated where possible.	Included; structure data from as-builts, design plans, "measured" in the field, or other community datasets with opening information.	A or AE
E	Each section reviewed by engineers, Channel bathymetry included in sections.	Reach lengths adjusted based on draft floodplain.	Overbanks from LULC data and field data, channel value estimated separately from field data and calibrated where possible.	Included; structure data from field survey, as-builts, design plans, "measured" in the field.	AE

As necessary, the Watershed Project Team shall coordinate with local community technical staff to coordinate and validate its findings intermediately throughout Phase Two. At a minimum, the Watershed Project Team shall reach out to communities to alert them of the task progress and provide them insight on the findings and results of the task effort undertaken. This/These meeting(s) shall include of the FEMA PM.

The CTP shall use the cross-section and field data collected during Perform Field Survey and the topographic data collected during the Develop Topographic Data, when appropriate, to perform the hydraulic analyses. The hydraulic analyses will be used to establish flood water surface elevations, floodplain extents, and regulatory floodways for the listed study area or flooding sources.

If applicable, the CTP shall use the FEMA CHECK-2 or CHECK-RAS checking program to verify the reasonableness of the hydraulic analyses. To facilitate the independent QA/QC review, the CTP shall provide explanations for unresolved messages from the CHECK-2 or CHECK-RAS program, as appropriate. In addition, the CTP shall address all concerns or questions regarding the hydraulic analyses that are raised during the independent QA/QC review including resubmittal of deliverables as needed to pass technical review.

The CTP shall document automated data processing and modeling algorithms for GIS-based modeling and provide the data to FEMA for review to ensure these are consistent with the standards outlined above. Digital datasets are to be documented and provided to FEMA for approval before performing the hydraulic analyses to ensure the datasets meet minimum requirements. If non-commercial (i.e., custom-developed) software is used for the analyses, then the CTP shall provide full user documentation, technical algorithm documentation, and software to FEMA for review before performing the hydraulic analyses.

Table 1.8: Summary of Hydraulic Data

ID	Flooding Source Name	Current Inventory (Modernized, Paper, Not Studied/Included)	Current CNMS Status (Unknown, Unverified, Valid)	Current Study Method (BLE, Approximate, Detailed)	Proposed Study Method (Approximate, Limited Detail, Detailed)	Total Mileage
1	Waxahachie Creek	Modernized	Unverified	Approximate	Detailed	4.6
2	Waxahachie Creek	Modernized	Valid	Detailed	Detailed	14.4

Standards: All Hydraulic Data work shall be performed in accordance with the standards specified in Section 5 – Standards.

Deliverables: The CTP shall produce items listed in the Hydraulics Data Capture section within the most currently dated “Technical Reference: Data Capture” document, located at <https://www.fema.gov/media-library/assets/documents/34519>, made available to FEMA by uploading the digital data to the MIP in accordance with the schedule outlined in Section 6.

- An intermediate Technical Study Data Notebook (TSDN) describing the scope of work, direction from FEMA, issues, information for next mapping partner, etc.
- Digital copies of all hydraulic modeling (input and output) files for the 10%, 4%, 2%, 1%, “1% plus” and 0.2% annual chance events.
- Digital hydraulic data consistent with the Data Capture Standards as described in the latest Technical Reference: Data Capture.
- Digital versions of draft text for inclusion in FIS report Section titled “Hydraulic Analyses”
- FIS and FIRM Database files as described in the FIRM Database Technical Reference, Table 2.
 - Digital tables with range of Manning’s “n” values;
 - Digital Floodway Data Tables for each flooding source studied by detailed methods that is compatible with the FIRM database.
- Digital versions of draft FIS report, Floodway Data Tables and updated profiles including all profiles and tables converted to the appropriate datum, as well as any other necessary items for the finalization of the preliminary FIS.
- Digital profiles of the 10%, 4%, 2%, 1%, “1% plus” and 0.2% annual chance events, representing existing conditions using the FEMA RASPLLOT program or similar software (for flooding sources studied by detailed methods).
- Digital versions of all backup data used in the analysis, including high water mark data for model calibration, GIS data layers, and any additional hydraulics data collected for use in the preparation of this flood risk project.
- Depth grids for all studied streams for all frequencies as required;
 - For Detailed Study Streams depth grids for the 10%, 4%, 2%, 1%, “1% plus” and 0.2% annual chance events shall be delivered
 - For Limited Detailed Study Streams and Approximate Study Streams depth grids for the 1%, “1% plus” and 0.2% annual chance events shall be delivered
- Metadata file complying with the latest Technical Reference: Metadata Profiles for Hydraulics.
- Complete set of digital work maps to be used at the Flood Engineering Review meeting. Work maps will include all appropriate GIS layers and be PDF files depicting effective and revised flooding, cross sections, streams and roads on an aerial base map.

- A Hydraulic Report summarizing the approach and results of the hydraulic analysis for each study area in Table 1.8.
- Written certification that the digital data meet the minimum standards and specifications.
- Where paper documentation is required by state law for professional certifications, the CTP may submit the paper in addition to a scanned version of the paper for the digital record. Please coordinate with the regional and/or state representative to verify state reporting requirements.
- Upload of all study data through the MIP Data Development Task – Develop Hydraulic Data
- Report leverage data in the MIP Data Development Task – Develop Hydraulic Data for any leverage data utilized in this task.
- Review the submittal for technical and regulatory adequacy, completeness of required information, and supporting data and documentation. The technical review is to focus on the following:
 - Use of acceptable model(s)
 - Use of appropriate methodology(ies)
 - Starting water-surface elevations
 - Cross-section geometry
 - Manning’s “n” values and expansion/contraction coefficients
 - Bridge and culvert modeling
 - Ineffective and non-conveyance areas
 - Flood discharges
 - Regulatory floodway computation methods
 - Tie-in to upstream and downstream non-revised Flood Profiles and floodways
 - Agreement between the model, spatial data, work maps, Flood Profiles and Floodway Data Tables
 - Calibration of model(s) where high-water marks are available.
- Verify that the data was submitted under the applicable HUC-8 folders in the MIP.
- Use the CHECK-2 or CHECK-RAS program, as appropriate, to flag potential problems and focus review efforts. Explanations for unresolved messages from the CHECK-2 or CHECK-RAS program, as appropriate.
- A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the FIRM as outlined in the approved QA/QC Plan.
- Written response to any comments resulting from the independent QA/QC review.
- If data is changed following the independent QA/QC review, then updated deliverables for the Develop Hydraulic Data task must be submitted to the MIP.
- Maintain records of all contacts, reviews, recommendations, and actions and make the data readily available to FEMA.
- Maintain an archive of all data submitted for hydraulic modeling review. (All supporting data must be retained for three years from the date a funding recipient submits its final expenditure report to FEMA, and once the study is effective all associated data should be submitted to the FEMA library)

Task: Perform Floodplain Mapping

Responsible Mapping Partner: NCTCOG (through use of a contractor)

Scope for Base Level Engineering Study: The CTP shall delineate the 10 percent, 1 percent and 0.2 percent annual chance floodplain boundaries and any other applicable elements for the flooding sources for which hydrologic, hydraulic, and/or coastal analyses were performed. The CTP shall incorporate all new or revised hydrologic, hydraulic, and/or coastal modeling and shall use the topographic data acquired

under Develop Topographic Data to delineate the floodplain and regulatory floodway boundaries on a digital work map. In FEMA Region 6, please note that ALL modeling prepared in this task must be prepared to meet Zone A (no structures) modeling effort.

Additional Scope for Detailed Riverine Analysis: The CTP shall include the modeling effort and definition required to support future mapping of Zone AE and Zone AE (with floodway) for any streams studied by detailed methods. For detailed riverine analysis, the CTP shall delineate the 10 percent, 1 percent and 0.2 percent annual chance floodplain boundaries, and regulatory floodways (as applicable) and any other applicable elements for the flooding sources for which detailed hydrologic, hydraulic, and/or coastal analyses were performed. The current effective map is a Zone A approximate study with no floodway. The CTP shall incorporate all new or revised hydrologic, hydraulic, and/or coastal modeling and shall use the topographic data acquired under Develop Topographic Data to delineate the floodplain and regulatory floodway boundaries on a digital work map. **Please review SID #104 listed in the last FEMA Policy for the most current language of the standard.**

The CTP shall incorporate the results of all effective Letters of Map Change (LOMC) for all affected communities on the FIRM and provide to the appropriate PTS the required submittals for incorporation into the National Flood Hazard Layer (NFHL). Also, the CTP shall address all concerns or questions regarding Floodplain Mapping that are raised during the independent QA/QC review.

The CTP shall capture flood hazard engineering and/or mapping data quality issues encountered during this activity in the CNMS database for the area(s) of interest. These issues will be entered as "Requests" or "Needs" in the CNMS requests feature dataset based on the nature of the deficiency encountered. Detailed information on performing this task can be found in the relevant standards specified in Section 6 - Standards.

Table 1.9 Summary of Floodplain Mapping

Study Area/Flooding Source	Method	Mapping Type (A/AE)	Miles	Topographic Data Source
Waxahachie Creek	Detailed	AE	19	LiDAR 2015-2019 (Best Available)

Standards: All floodplain mapping work shall be performed in accordance with the standards specified in Section 6 - Standards. The CTP will perform self-certification audits for the Floodplain Boundary Standards for all flood hazard areas.

Deliverables: The CTP shall produce items listed in the Floodplain Mapping Data Capture section within the most currently dated "Technical Reference: Data Capture" document, located at <https://www.fema.gov/media-library/assets/documents/34519>, made available to FEMA by uploading the digital data to the MIP in accordance with the schedule outlined in Section 6.

- Review the cross sections for proper location and orientation on the work map and agreement with the Floodway Data Table and Flood Profiles.

- Review the regulatory floodway widths for agreement with the widths shown in the Floodway Data Table.
- For non-revised floodplain areas, the 1 percent and 0.2 percent annual chance floodplain boundaries agree with the floodplain boundaries shown on the FIRM, the contour lines, other topographic information, and planimetric information shown on the FIRM base.
- Road and floodplain relationships are maintained for all unrevised areas.
- Review the flood insurance risk zones as shown on the work maps to ensure the data are labeled properly.
- Review the FIRM mapping files to ensure the data were prepared in accordance with FEMA standards.
- Review the metadata files to ensure the data includes all required information shown in the NFIP Metadata Profiles Specification.
- Review that effective LOMCs for all affected communities on the FIRM have been addressed.

Task - Develop Flood Risk Products

Responsible Mapping Partner: NCTCOG (through use of a contractor)

Scope: Risk assessment data and analyses are defined as processes for analyzing or evaluating the risk associated with a hazard and using that information to make informed decisions on the appropriate ways to reduce the impacts of the hazard on people and property. As part of the Risk MAP Program, non-regulatory Flood Risk Products shall be developed/refined to include all Phase Two analysis results within a watershed area.

During Phase Two, the CTP will update the previously created Flood Risk Products (Flood Risk Report, Flood Risk Map and Flood Risk Database) to include the findings of the engineering analysis performed. The Mapping Partner will prepare Flood Risk Assessment with a combination of the new engineering analysis, with the previous HUC8 datasets prepared with Base Level Engineering results. The tables and risk assessment calculations within the Flood Risk Report (FRR), Flood Risk Map (FRM) and Flood Risk Database (FRD) will be updated to reflect these changes.

Prepare Flood Risk Products:

- ***HUC8 Watershed Flood Risk Report.*** The Flood Risk Report activity includes documenting and delivering local communities a summary of their watershed and local flood risk information along with best practices for risk reduction. This is a standard non-regulatory product. The CTP shall leverage the Watershed Flood Risk Report that was prepared during the Phase One – Discovery effort and update the contents to reflect the changes due to data refinement and interactions with communities throughout the Phase Two efforts. CTPs shall feel free to deviate from the National template to prepare and provide a tool that is reliable and useful to the communities throughout the Watershed. Modifications to the delivery of the Flood Risk Report are welcomed to assist communities in understanding their natural hazard risks, allowing them to make decisions at a local level related to minimizing their future natural hazard risk. CTPs shall discuss recommended changes to the delivery of the FRR with their FEMA PM. FEMA Region 6 has prepared a modular Flood Risk Report template for use by CTPs, it is available on the RMD SharePoint at:
<https://rmd.msc.fema.gov/Regions/VI/Phase%20One%20%20Discovery/Forms/AllItems.aspx?RootF>

[older=%2FRegions%2FVI%2FPhase%20One%20%20Discovery%2F1%2FFlood%20Risk%20Report%20Templates&FolderCTID=0x01200073F4B5873AE9F64AAE09FAA351582DA5&View=%7B14D17E9C%2DFDC9%2D4E61%2D8346%2DC6DE9F4B4151%7D](#)

- **Flood Risk Map.** The Flood Risk Map activity includes developing exhibits that depict non-regulatory flood risk dataset and selected base map information. This is a standard non-regulatory product. The CTP shall leverage the watershed Flood Risk Map that was prepared during the Phase One – Discovery effort and update the contents to reflect the changes due to data refinement and interactions with communities throughout Phase Two.
- **Flood Risk Assessment Dataset.** This activity includes the delivery of Hazus study results based on the data previously prepared for the watershed project area in Discovery after the CTP has merged the new analysis and results prepared in Phase Two. This standard dataset is to be included and delivered within the Flood Risk Database product. Both the BLE dataset and data prepared in the Risk Identification and Assessment Phase shall be leveraged to prepare a complete HUC8 watershed coverage. This information shall be delivered in the Flood Risk Database for community use in the future.
- **Flood Risk Database.** The Flood Risk Database shall include information used to prepare the Flood Risk Map and Flood Risk Report. Additionally, the CTP shall deliver the minimum Flood Risk Datasets outlined in SID 417. The following Flood Risk Datasets are required for delivery in the Flood Risk Dataset following the Phase Two efforts (unless an exception has previously been approved):
 - Changes Since Last FIRM (denoting Zone changes)(KJ2)
 - Water Surface Elevation Grids
 - For Detailed Study Streams (Zone AE) the 10%, 4%, 2%, 1%, “1% plus” and 0.2% annual chance events shall be prepared
 - For Limited Study Streams and Approximate Study Streams (Zone A) the 1%, “1% plus” and 0.2% annual chance events shall be prepared
 - Flood Depth Grids
 - For Detailed Study Streams (Zone AE) the 10%, 4%, 2%, 1%, “1% plus” and 0.2% annual chance events shall be prepared
 - For Limited Study Streams and Approximate Study Streams (Zone A) the 1%, “1% plus” and 0.2% annual chance events shall be prepared
 - Composite Hazus (BLE + Refined Phase 2 data prepared) results for HUC8 watershed
 - Percent Annual Chance Grid
 - This product shall be prepared for all areas analyzed in the Phase Two efforts
 - Percent 30-Year Chance Grid
 - This product shall be prepared for all areas analyzed in the Phase Two efforts
 - Areas of Mitigation Interest (AOMI) - This standard dataset is to be included and delivered within the Flood Risk Database product. The CTP shall leverage the AOMI coverage prepared in Discovery and update it based on the analysis results and the interactions with communities throughout the project area within the Phase Two efforts.
- Where paper documentation is required by State Law for Professional certifications, the Mapping Partner may submit the paper in addition to a scanned version of the paper for the digital record. Please coordinate with the Regional and/or State representative to verify state reporting requirements.
- Perform Quality Assurance and Quality Control (QA/QC) review on the products prepared within this task and provide:

- A Summary Report that describes the findings of the independent QA/QC review;
- Recommendations to resolve any problems that are identified during the independent QA/QC review.

Table 1.6 – Risk Assessment Product Development Table

Watershed(s) and/or Project Areas	Flood Risk Products (Flood Risk Report Map)	Watershed-wide Composite Floodplain Results	Flood Risk Database (Datasets)				
			WSLE Grid(s) (BLE)	Depth Grid(s) (BLE)	Hazus Flood Risk Assessment (BLE)	AOMI	Other (add description)
Waxahachie Creek	X	X	X	X	X	X	

Standards: All work shall be performed in accordance with the standards specified in Section 5 - Standards.

Deliverables: The following products, for those communities identified in Table 1.1, will be made available to FEMA (CD/DVD, external hard drive, FTP, or uploaded to the MIP, as determined by the Region):

- Flood Risk Report, Map, and Database;
- Hazus Flood Risk Assessment (based on FRI)
- Water Surface Elevation Grids (minimum 10%, 1% and 0.2% events)
- Depth Grids (minimum 10%, 1% and 0.2% events)
- Areas of Mitigation Interest dataset (standard; required)
- Other datasets, as requested and identified to support local mitigation actions

All Flood Risk Databases that are compliant with the Flood Risk Database Technical Reference (August 2013).

Standards: All Risk MAP work shall be performed in accordance with the standards specified in Section 5 - Standards.

Deliverables: The CTP shall produce items listed in the Flood Risk Products Data Capture section within the most currently dated "Technical Reference: Data Capture" document, located at <https://www.fema.gov/media-library/assets/documents/34519>, made available to FEMA by uploading the digital data to the MIP in accordance with the schedule outlined in Section 6.Flood Risk Report

- Flood Risk Map
- Flood Risk Database (including);
 - Changes Since Last FIRM (denoting Zone and BFE changes) [KJ3]
 - Water Surface Elevation Grids
 - For Detailed Study Streams (Zone AE) the 10%, 4%, 2%, 1%, "1% plus" and 0.2% annual chance events shall be prepared
 - For Limited Study Streams and Approximate Study Streams (Zone A) the 1%, "1% plus" and 0.2% annual chance events shall be prepared
 - Flood Depth Grids

- For Detailed Study Streams (Zone AE) the 10%, 4%, 2%, 1%, “1% plus” and 0.2% annual chance events shall be prepared
 - For Limited Study Streams and Approximate Study Streams (Zone A) the 1%, “1% plus” and 0.2% annual chance events shall be prepared
- Composite Hazus results for HUC8 watershed
- Percent Annual Chance Grid
 - This product shall be prepared for all areas analyzed in the Phase Two efforts.
- Percent 30-Year Chance Grid
 - This product shall be prepared for all areas analyzed in the Phase Two efforts.
- Areas of Mitigation Interest (AOMI) - This standard dataset is to be included and delivered within the Flood Risk Database product. The CTP shall leverage the AOMI coverage prepared in Discovery and update it based on the analysis results and the interactions with communities throughout the project area within the Phase Two efforts.
- Project coordination materials will be uploaded and shared with FEMA PM through the [Region 6 Risk MAP SharePoint](#).
- Documentation of all conversation and interactions with communities related to Data Development efforts
 - Enter contact date & info into [Region 6 Communications Tracker](#)
 - Call Logs and emails

Task - Flood Risk Review Meeting

Responsible Mapping Partner: NCTCOG and Contractor

Scope: This meeting will serve to provide community technical staff and decision makers an opportunity to review the engineering analysis and study results prepared under the data development tasks contained within Phase Two. The focus on this meeting shall be to socialize the results of the engineering analysis prepared and assure the community has the proper time and information to provide their input prior to the preparation of any Flood Insurance Rate Maps. The CTP shall collect local feedback, and revise its analysis as needed. The objective of this meeting effort is to:

- Promote local buy-in of study results (Appeals/Comments now, not later)
- Establish local ownership of risk within community
- Review Risk Identification (Engineering) results with local communities
- Review of Hazard Mitigation Plan versus Study Findings
- Identify risk communications needs and options
- Support for identified community driven mitigation actions
- Resolve community comments/appeals before 90-day appeal period
- Community input is required to move forward
- Continue developing relationship with communities

As indicated in each of the Data Development tasks within this phase, FEMA Region 6 and its CTPs shall coordinate with technical staff from local communities in the process earlier than this meeting as the data is being developed. The CTP should work with local communities to identify technical staff to engage with throughout the preparation of the analysis and mapping efforts leading up to this Flood Risk Review meeting. It is the expectation of FEMA that its Mapping Partners shall have intermediate discussions and touch points with the local communities affected by analysis results through webinars (minimum) prior to this meeting.

The Flood Risk Review Meeting will also provide the opportunity to show how datasets and outreach tools can help communities become more resilient by understanding risk data, communicating about risk, prioritizing mitigation actions and improving mitigation plans, especially risk assessments and mitigation strategies. Activities include planning, presenting, and facilitating discussions of data inputs and engineering models used for flood studies with community officials. In addition, draft work maps showing initial study results will be presented during the meeting.

Standards: All Risk MAP work shall be performed in accordance with the standards specified in Section 5 - Standards. All communication with local governments will be done in accordance with 44 CFR Part 66.

Deliverables: The CTP shall produce items listed in the Outreach Data Capture section within the most currently dated "Technical Reference: Data Capture" document, located at <https://www.fema.gov/media-library/assets/documents/34519>, made available to FEMA by uploading the digital data to the MIP in accordance with the schedule outlined in Section 6.

- All documentation prepared for this meeting task shall be delivered in a Coordination & Correspondence TSDN at the completion of Phase Two.
- Watershed Project Team meetings support (intermediately throughout this phase, with the inclusion of the FEMA Project Monitor intermittently for progress update purposes)
- Communication and Action Tracker Worksheet – Prepare and Maintain
- Project and Communications Management Tool (excel file)
- Mitigation Action Tracker data entry for community supported mitigation actions identified
- Preparation and distribution of all letters, newsletters, flyers, exhibits and reports identified by the Watershed Project Team based on project areas
- Project materials for distribution at these meetings will be uploaded and shared with FEMA PM (Diane.Howe@fema.dhs.gov) through the Region 6 Risk MAP SharePoint.
- Preparation of Key Decision Point (KDP) process paperwork and coordination with local entities to prepare:
 - KDP2 – Prepare Preliminary Flood Insurance Rate Map (FIRM) panels documentation
 - Indication of the number of panels intersected by the updated analysis prepared
 - Overview of the severity of change and a recommendation for the panels that should be updated or remain as is based on the analysis prepared in Phase Two
- Documentation of all conversation and interactions with communities related to Data Development efforts
 - Call Logs and emails; and
- Meeting invitation, agenda, presentation slides (as requested), and meeting notes for FEMA review.

Task - Resilience Meeting (optional)

Responsible Mapping Partner: NCTCOG and Contractor

Scope: The meeting will provide a comprehensive view of mitigation planning, mitigation options available to communities, sharing of success stories, and potential mitigation actions that communities can initiate. Activities include the planning, presenting and facilitation of community discussions related to mitigation plan status, community risks and hazards, local mitigation action opportunities and best mitigation practices. Mitigation strategies that communities have implemented or progressed on since Discovery should be documented at, or before, this meeting. In addition, discussions about a community's outreach plans during this meeting help enable local officials to begin or strengthen local risk communication.

Standards: All Risk MAP work shall be performed in accordance with the standards specified in Section 5 - Standards All communication with local governments will be done in accordance with 44 CFR Part 66.

Deliverables: The CTP shall produce items listed in the Outreach Data Capture section within the most currently dated "Technical Reference: Data Capture" document, located at <https://www.fema.gov/media-library/assets/documents/34519>, made available to FEMA by uploading the digital data to the MIP in accordance with the schedule outlined in Section 6.

- All documentation prepared for this meeting task shall be delivered in a Coordination & Correspondence TSDN at the completion of Phase Two.
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- Preparation and distribution of all letters, newsletters, flyers, exhibits and reports identified by the Watershed Project Team based on project areas
- Project materials for distribution at these meetings will be uploaded and shared with FEMA PM (Diane.Howe@fema.dhs.gov) through the Region 6 Risk MAP SharePoint.
- Documentation of all conversation and interactions with communities related to Data Development efforts
 - Call Logs and emails; and
- Meeting invitation, agenda, presentation slides (as requested), and meeting notes for FEMA review.

SECTION 2 – TECHNICAL AND ADMINISTRATIVE SUPPORT DATA SUBMITTAL

The Project Team members for this Flood Risk Project that have responsibilities for activities included in this MAS shall comply with the data submittal requirements summarized below and in appropriate guidance.

All supporting documentation for the activities in this MAS shall be submitted according to FEMA standards and requirements and will include a FEDD folder. Submittals must be made to the appropriate PTS for a review of required materials. The CTP will respond to requests from FEMA or its contractors for additional information and ensure that all required documents are included in the TSDN.

If any issues arise that could affect the completion of an activity within the proposed scope or budget, the CTP shall complete and submit to FEMA a Special Problem Report (SPR) as soon as possible after the issue is identified. The SPR describes the issue and proposes possible resolutions. For additional information on SPRs, consult the Regional Office.

Information supporting FEMA standards and requirements regarding the TSDN and FEDD file may be found in the "Technical Reference: Data Capture" document and other associated guidance documents.

Mapping Activities	TSDN Section												
	General Documentation	Change Requests	Telephone Conversation	Meeting Minutes/ Reports	General Correspondence	Hydrologic Analyses	Engineering Analyses	Hydraulic Analyses	Key to Cross-Section Labeling	Key to Transect Labeling	Draft FIS Report	Mapping Information	Miscellaneous Reference
Perform Field Survey		X	X	X	X	X		X	X	X			X
Develop Topographic Data		X	X	X	X							X	X
Acquire Base Map		X	X	X	X	X		X	X	X	X	X	X
Develop Hydrology/ Coastal		X	X	X	X	X	X	X	X	X	X		X
Develop Hydraulic Data		X	X	X	X	X	X	X	X	X	X		X
Perform Flood-plain Mapping (and Re-definition)		X	X	X	X	X		X	X	X		X	X
Develop FIRM Database		X	X	X	X							X	X
Develop Flood Risk Products		X	X	X	X							X	X

SECTION 3 – PERIOD OF PERFORMANCE

The mapping activities outlined in this MAS will be completed as specified in the Cooperative Agreement Funding Opportunity Announcement, Award Notice and/or Articles of Agreement. The Mapping Activities may be terminated at the option of FEMA or the CTP in accordance with the provisions of the Partnership Agreement dated September 15, 2014. If these mapping activities are terminated, all products produced to date must be submitted and updated into the MIP (if applicable) and the remaining funds, provided by FEMA for this MAS, from uncompleted activities will be returned to FEMA.

SECTION 4 – FUNDING/LEVERAGE (For CTP, OFA, and/or Community)

FEMA is providing funding, in the amount of \$437,019.00 [KJ4] through a Cooperative Agreement to NCTCOG for the completion of this Flood Risk Project. NCTCOG shall provide any additional resources required to complete the assigned activities for this Flood Risk Project as outlined in Table 4.1:

Contribution and Leverage. During the discovery process, additional needs may be identified. Activities associated with any additional needs would be performed based on availability of additional funds. The leverage listed below includes in-kind services and blue book values for obtained existing information from the CTP or communities associated with the project (i.e., base map data, hydrologic and hydraulic analyses, etc.). These values must also be reported in the MIP by the CTP during the appropriate task. The current Blue Book (4.1) is dated May 2017 and can be downloaded from FEMA's Information Resource Library at www.fema.gov/library/viewRecord.do?id=2473.

Optional: Table 4.1: Contribution and Leverage

Project Task	FEMA Contribution	Partner Contribution	% Partner Leverage (of total project task cost)	Total Project Task Cost (FEMA + Partner)
Field Survey (includes QA/QC task)	\$78,910.00	\$14,990.00	16%	\$93,900.00
Hydrology (includes QA/QC task)	\$70,625.00	\$13,415.00	16%	\$84,040.00
Hydraulics (includes QA/QC task)	\$104,330.00	\$19,820.00	16%	\$124,150.00
Floodplain Mapping (includes QA/QC task)	\$76,895.00	\$14,605.00	16%	\$91,500.00
Terrain Data Capture	\$16,804.00	\$3,196.00	16%	\$20,000.00
Flood Risk Outreach	\$8,404.00	\$1,596.00	16%	\$10,000.00
Flood Risk Review Meeting	\$3,364.00	\$636.00	16%	\$4,000.00
Flood Resilience Meeting	\$3,364.00	\$636.00	16%	\$4,000.00
Flood Risk Datasets (includes QA/QC task)	\$49,119.00	\$9,351.00	16%	\$58,470.00
Program Management	\$25,204.00	\$4,796.00	16%	\$30,000.00
TOTAL FUNDING AMOUNTS	\$437,019.00	\$83,041.00	16%	\$520,060.00

Final leverage dollars or units will be entered, as applicable, within the leverage section of each applicable MIP Task. Leverage data shall be an estimate of available leverage data at the time the MAS is prepared and shall be further defined in the Discovery Report and throughout the project.

SECTION 5 – STANDARDS

The standards relevant to this MAS are presented in FEMA Policy 204-078-1 Standards for Flood Risk Analysis and Mapping, Revision 8, dated February 2019, located at <http://www.fema.gov/media-library/assets/documents/35313>. This Policy supersedes all previous standards included in the *Guidelines and Specifications for Flood Hazard Mapping Partners*, including all related appendices and Procedure Memorandums (PMs). Additional information and links to FEMA Technical References, guidance documents, templates and other resources may be accessed and downloaded at <http://www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping>. Revisions to the Policy memo are on a regular basis. Some changes / updates are considered low impact, not requiring any scope, financial, process or technology changes to implement. CTPs should always check for the latest version of the Policy memo to evaluate potential standards updates.

To facilitate the use of standards and related documents, users can access the FEMA *Guidelines and Standards Master Index* located here: www.fema.gov/media-library/assets/documents/94095. This index provides a cross-reference of documentation available for Flood Risk Projects, Letters of Map Change and related Risk MAP activities. The cross-referenced relationships are organized and accessible through linkages for standards, guidance, technical references and templates. The master index is updated in coordination with the FEMA Policy Memo noted above.

CTPs and their sub-awardees must comply with FEMA's Federal Regulations in Chapter 44 of the Code of Federal Regulations (CFR), specifically CFR Parts 65, 66 and 67, the Document Control Procedures Manual (available here: www.fema.gov/media-library/assets/documents/6859), and the appropriate year CTP Notice of Funding Opportunity and Agreement Articles. CTPs shall also coordinate with their Regional office to determine additional standards that should be met.

SECTION 6 – SCHEDULE

The activities documented in this MAS shall be completed in accordance with Table 6.1 Project Activities Schedule, which should drive the schedule within the MIP. If changes to this schedule are required, the CTP shall coordinate with FEMA Project Monitor in a timely manner.

Table 6.1: Project Activities Schedule

Activities	Responsible Partners(s)	Estimated START DATE	Estimated END DATE
Project Management (All Phases)	NCTCOG	10/1/2019	9/30/2022
Phase Two – Risk Identification and Assessment			
Perform Field Surveys	NCTCOG & Halff Associates	2/1/2020	4/30/2021

Activities	Responsible Partners(s)	Estimated START DATE	Estimated END DATE
Terrain Data Capture (include QA/QC)	NCTCOG & Halff Associates	2/1/2020	4/30/2021
Develop Hydrologic Data (include QA/QC)	NCTCOG & Halff Associates	8/1/2020	9/30/2021
Develop Hydraulic Data (include QA/QC)	NCTCOG & Halff Associates	8/1/2020	9/30/2021
Seamless Floodplain Mapping (include QA/QC)	NCTCOG & Halff Associates	2/1/2021	1/31/2022
Flood Risk Review Meeting	NCTCOG & Halff Associates	11/1/2021	1/31/2022
Flood Resilience Meeting	NCTCOG & Halff Associates	2/1/2022	4/30/2022
Develop Flood Risk Products (include QA/QC)	NCTCOG & Halff Associates	8/2/2021	9/30/2022
Perform Community Engagement and Project Outreach	NCTCOG & Halff Associates	10/1/2019	9/30/2022

The CTP will coordinate with FEMA, or its designee, to develop a baseline schedule for individual project activities. FEMA or its designee will utilize the individual project task schedule to create the Flood Risk Project in the MIP and baseline the project activities with schedule and cost information within 30 days of the funds being awarded and FEMA's approval of the final cost and schedule. The baseline schedule for

individual project activities may be re-baselined in the MIP with approval from the FEMA Project Officer, and does not require a change to this MAS unless the overall project end date is modified.

SECTION 7 – CERTIFICATIONS

Data Capture.

Please refer to the current “Technical Reference: Data Capture” document, located at <https://www.fema.gov/media-library/assets/documents/34519>, for instructions on certifications. Generally, each Data Capture task includes certification forms and a project narrative. Mapping Partners should complete and submit only one Certification of Completeness and/or one Certification of Compliance form when the task is complete.

Perform Field Surveys and Develop Topographic Data.

A Registered Professional Engineer or Licensed Land Surveyor shall provide an accuracy statement for field surveys and/or topographic data used and shall certify these data meet the accuracy statement provided. Data accuracy should be stated used the Federal Geographic Data Committee National Standards for Spatial Data Accuracy, but the American Society for Photogrammetry and Remote Sensing accuracy reporting standards are acceptable.

Develop Hydrologic Data, Develop Hydraulic Data, and Seamless Floodplain Mapping.

- A Registered Professional Engineer shall certify hydrologic and hydraulic and coastal analyses and data in accordance with 44 CFR 65.6(f).
- Any levee systems to be accredited will be certified by the levee owner or other appropriate entity in accordance with 44 CFR 65.10.
- Certifications are required at the time the intermediate or final data is submitted.

SECTION 8 – TECHNICAL ASSISTANCE AND RESOURCES

Project Team members may obtain copies of FEMA-issued LOMCs, archived engineering backup data, and data collected as part of the CNMS process from FEMA and/or your Regional Project Officer.

General technical and programmatic information can be downloaded from the FEMA website at <https://www.fema.gov/cooperating-technical-partners-program>. Specific technical and programmatic support may be provided through FEMA and/or its contractor; such assistance should be requested through the FEMA Project Officer specified in Section 12 – Points of Contact. Project Team members also may consult with the FEMA Regional Project Officer to request support in the areas of selection of data sources, digital data accuracy standards, assessment of vertical data accuracy, data collection methods or subcontractors, and GIS-based engineering and modeling training.

Please contact the region to obtain the most recent version of the Risk MAP timeline.

Assistance with the MIP may be requested at miphelp@riskmapcds.com.

SECTION 9 – CONTRACTOR SUPPORT

Contractor support may be used for all activities within this MAS, except staffing and mentoring, which must be completed by the CTP.

The CTP intends to use the services of Halff Associates as a contractor for this MAS. The CTP shall ensure that the procurement for all contractors used for this Program Management Activity complies with the requirements of 2 CFR Part 200.

Guidance provided in this part includes, but is not limited to, contract administration and record keeping, notification requirements, review procedures, competition, methods of procurement, and cost and pricing analysis. The 2 CFR 200 documents may be viewed online at <http://www.ecfr.gov/cgi-bin/text-idx?SID=cc011f4fb962e68cb0da4bc91e8fbb43&mc=true&node=pt2.1.200&rgn=div5>. Additionally, contractors must not pose a conflict of interest issue.

SECTION 10 – REPORTING

Financial Reporting: Because funding has been provided to the CTP by FEMA, financial reporting requirements for the CTP will be in accordance with the terms of the Cooperative Agreement Funding Opportunity Announcement, Articles of Agreement or Award Notice for this MAS. The CTP shall also refer to 2 CFR Part 200. The CTP shall provide financial reports to the FEMA Regional Project Officer and Assistance Officer in accordance with the terms of the signed Cooperative Agreement for this MAS.

Performance Reporting: Recipients are responsible for providing a signed performance report using the required list of information shown in the NOFO (or and old SF-PPR if you prefer) on a quarterly basis throughout the period of performance, including partial calendar quarters as well as for periods where no grant award activity occurs. The CTP shall refer to 2 CFR Part 200 to obtain minimum requirements for progress reporting. The Project Officer, as needed, may request additional information on progress.

The CTP may meet with FEMA and/or its contractor(s) as frequently as needed to review the progress of the project in addition to the quarterly financial and status submittals. These meetings may alternate between FEMA's Regional Office, the NCTCOG office, and conference calls, as necessary.

The CTP must report performance of the grant in conjunction with the progress reporting. The performance of the CTP is measured by the following criteria. Quantitative Targets for performance measures will be defined using the CTP Performance Measures Menu in conjunction with your FEMA PM and defined in Table 10.1.

Table 10.1: Performance Measures Targets

Phase	Measure	Target
ALL	CTP will maintain the financial health of the project within the Mapping Information Platform (MIP) system of Record.	- Acceptable Schedule Performance Index (SPI) and Cost Performance Index between 0.92 and 1.08 is required. - Region will review project health each month and record when the CTP is contacted for SPI/CPI out of range.
2	CTP will coordinate periodic conference calls/webinars to convene with local technical champions and key influencers in the project/watershed area throughout the Phase Two effort. The project will identify a minimum of 2 key staff [K19] to be coordinated as technical data is prepared over the project lifecycle.	- Quarterly reporting shall update the Region on the identification of local technical champions and key influencers. These champions and influencers shall be indicated in the CTPs project contact database/worksheet. - Quarterly reporting will identify calls held in each quarter and identify next coordination point for tracking of progress on this metric.
2	CTP will work with local communities to identify local resources and information that may be used for model refinements.	CTPs will target 2 communities for leverage in the form of data or in-kind services to support additional Phase 2 work.
2	CTP will identify actions taken by community officials to communicate with and educate the public about flood or natural hazard risk, mitigation options, and related topics.	CTP will document at least 1 outreach action taken by the community, such as encouraging residents to purchase flood insurance, increasing awareness of the community's flood risk to other staff or elected officials, or presenting study information to residents at a council or other public meeting.
2	CTP will identify actions taken by the community that seek to avoid or prevent future harm to a community through planning mechanisms.	CTP will document at least 1 planning activity taken by the community, such as participating in a watershed management plan or informing development planning with flood risk information.

The CTP shall communicate with communities throughout the life of each project. Continued engagement is necessary and appropriate and will build upon the relationships established or enhanced during Discovery and provide transparency into the Risk MAP process.

This may occur through monthly or quarterly updates or project status calls with community leaders, project websites including updates at several milestones or along a specific timeline, or other methods.

SECTION 11—PROJECT COORDINATION

Throughout the project, all members of the Project Team will coordinate, as necessary, to ensure the products meet the technical and format specifications required and contain accurate, up-to-date information. Coordination activities may include:

- Meetings, teleconferences, and video conferences with FEMA and other Project Team members as needed.
- Telephone conversations with FEMA and other Project Team members on an ad hoc basis, as required.
- Updates to the MIP and other FEMA status information systems in accordance with FEMA standards and requirements.
- E-mail, facsimile transmissions, and letters, as required.

SECTION 12—POINTS OF CONTACT

The points of contact for this Flood Risk Project are Alan Johnson, the FEMA Regional Project Officer; Molly Rendon, the Project Manager for NCTCOG; or subsequent personnel of comparable experience who are appointed to fulfill these responsibilities. When necessary, any additional FEMA assistance should be requested through the FEMA Regional Project Officer.

Each party has caused this MAS to be executed by its duly authorized representative.



Monte Mercer
Project Manager
NCTCOG

ALAN A
JOHNSON

Digitally signed by ALAN A
JOHNSON
Date: 2019.07.25 10:06:14 -05'00'

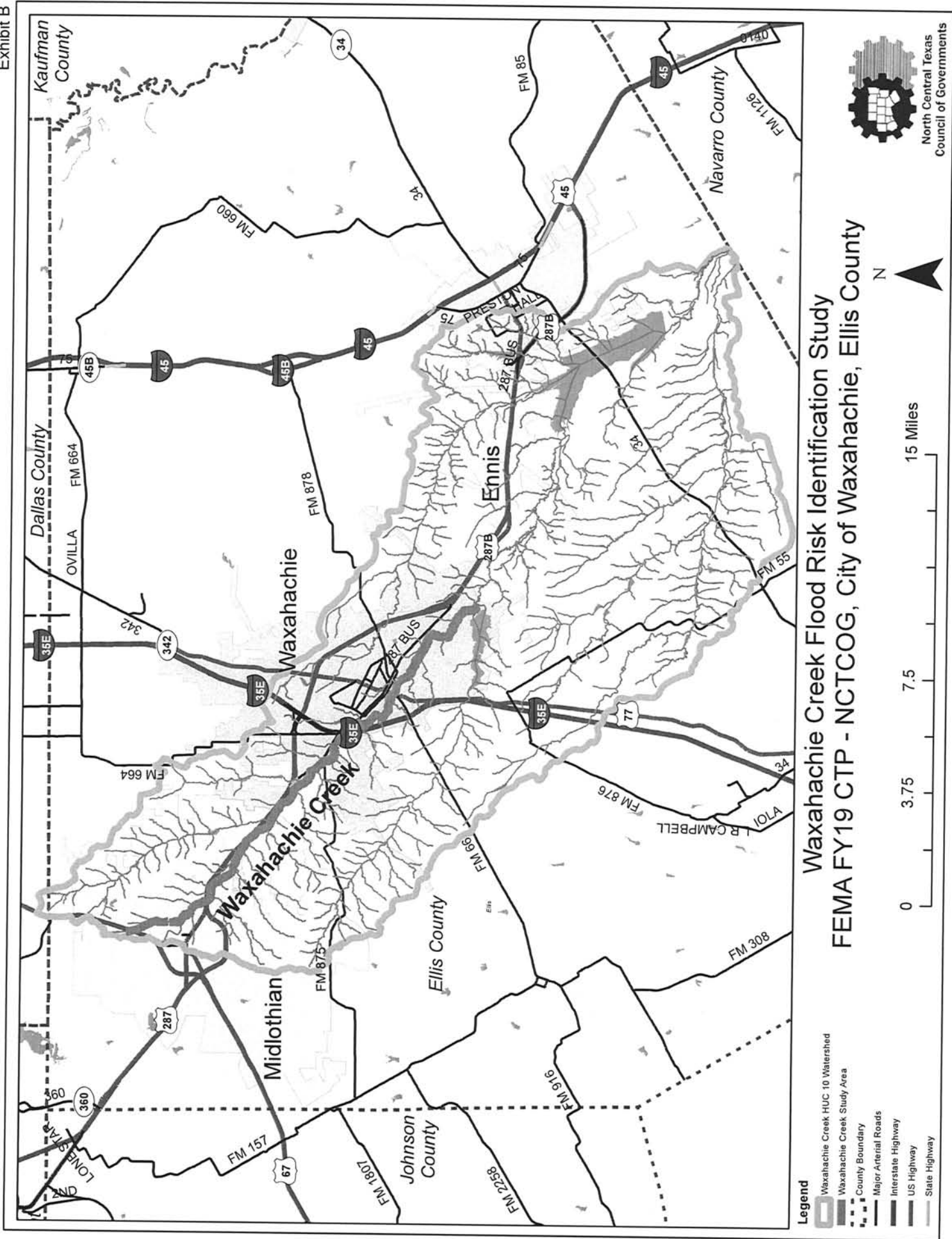
Alan Johnson
Regional Project Officer
Federal Emergency Management Agency, Region 6

7/24/19

Date

7/25/2019

Date



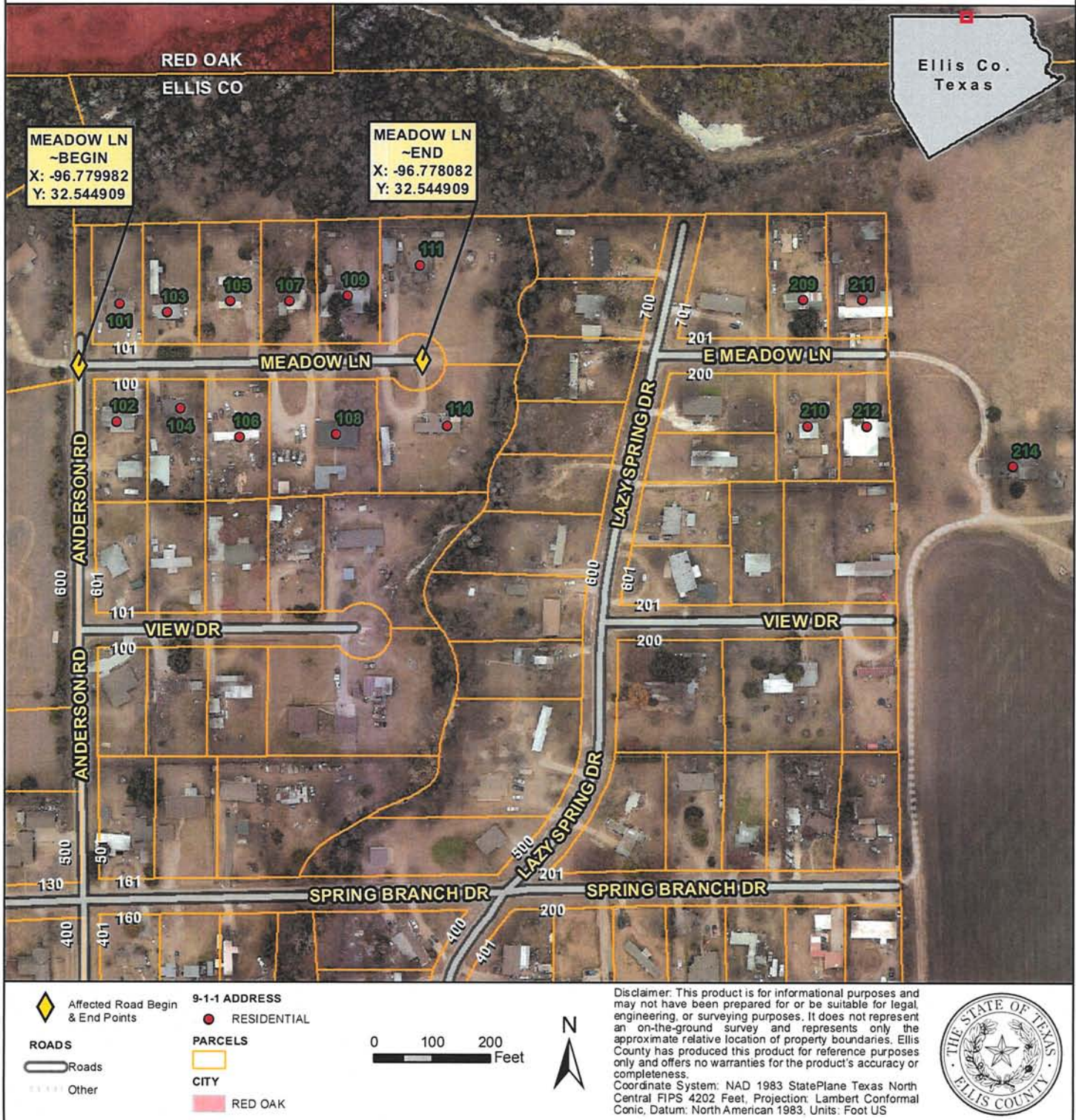
3.8

ROAD NAME CHANGE:

- Lazy Springs Subdivision
- Meadow Lane changing to West Meadow Lane

The Commissioners Court of Ellis County has been petitioned to change the western segment of Meadow Lane in to West Meadow Lane in the Lazy Springs Subdivision as shown below.

A public hearing to hear comments on the proposed abandonment is scheduled for 2:00 p.m. on Tuesday, February 25th, 2020 in the Ellis County Commissioners Courtroom, 101 W. Main St., Waxahachie, Texas. Ellis County Commissioners Court will take action on the proposed road name change after the public hearing.





Ellis County GIS & 911 Addressing

109 S. Jackson St., Suite 114, Waxahachie, Texas 75165

Phone (972) 825-5112 Email: GIS@co.ellis.tx.us

Ellis County Road Name Change Form

Once Complete, return to the Ellis Co. GIS & 911 Addressing Office in person or via email (see above)

Request Date: 1/8/2020

County Commissioner: 4: Kyle Butler

Requested By: Ben Blanton, Assistant Fire Chief, City of Red Oak Fire Dept

Reason for Request:	☒	Clarification for 9-1-1 Emergency Response	☒	Duplicate Road Name Within Ellis County
	☐	Prefix or Suffix Correction	☒	Prefix or Suffix Change
	☐	Spelling Correction	☐	Other:

Current Road Name:	Prefix &/or Directional:	Road Name: Meadow	Suffix &/or Directional: Lane
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Proposed Road Name:	Prefix &/or Directional: West	Road Name: Meadow	Suffix &/or Directional: Lane
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Road From:	Road Name: Anderson Rd	
	Longitude: -96.779982	Latitude: 32.544909

Road To:	Road Name: Dead End	
	Longitude: -96.778082	Latitude: 32.544909

Intersecting Roads:	Anderson Rd
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Current Address Block Range: 100-199	Number of Addresses Affected: 11
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Comments: There are 2 roads called Meadow Lane causing confusion to the Emergency Dispatchers and Responders in the Red Oak area per the Assistant Fire Chief, Ben Blanton. One is in Ellis County and the other is approx 2.5 miles south in the City of Red Oak. Historically, the Ellis County road has been called "W Meadow Ln" but there is no record showing a name change and it was filed as "Meadow Ln." This request is to formally change the Ellis County road to "W Meadow Ln." See attached map.