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COUNTY JUDGE

*"Planning for Tomorrow with You in Mind."*

June 29, 2020

**BY CMRRR No. 7015 3010 0001 1867 1276**

County Judge Todd Little  
Ellis County  
101 W. Main Street  
Waxahachie, Texas 75165

**Re: Notice of Termination  
City of Palmer/Ellis County  
Interlocal Agreement for Enforcement of Ellis County Fire Code**

Judge Little:

The City of Palmer, Texas (the "City") and Ellis County entered into an Interlocal Agreement for Enforcement of Ellis County Fire Code in or around December, 2014 (the "Agreement"). The current term commenced on October 1, 2019 and ends on September 30, 2020.

The City is exercising its right to terminate the Agreement pursuant to Section 13.01 of the Agreement, by providing Ellis County with this Notice of Termination effectively terminating the Agreement at the end of its current term, September 30, 2020.

If you have questions, please contact me by phone at 972-449-3160.

Sincerely,

By:   
Kenneth Bateman  
Mayor  
City of Palmer, Texas

ELLIS COUNTY INVESTMENT POLICY  
Revised July 14, 2020

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Todd Little, County Judge

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Randy Stinson, Commissioner Pct. 1

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Lane Grayson, Commissioner Pct. 2

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Paul Perry, Commissioner Pct. 3

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Kyle Butler, Commissioner Pct. 4

# Ellis County Investment Policy

Revised 07/14/2020

## I. Investment authority and scope of policy

### A: General Statement

This policy serves to satisfy the statutory requirements of Government Code Chapter 2256 to define and adopt a formal investment policy. Resolution to Adopt Investment Policy. This policy will be reviewed and adopted by resolution at least annually according to Section 2256.005 (E)

### B. Funds Included

This investment policy applies to all financial assets of all funds of Ellis County, Texas at the present time and any funds to be created in the future and any other funds held in custody by the Ellis County Treasurer.

### C: County's Investment Officer

In accordance with Government Code Chapter 2256.005 (f) and (g), Cheryl Chambers, Ellis County Treasurer, may invest County funds that are not immediately required to pay obligations of the County

## II. Investment objectives

### A. General Statement

Funds of the County will be invested in accordance with federal and state laws, this investment policy and applicable written administrative procedures. The County will invest according to investment strategies for each fund as they are hereby adopted as Exhibit B.

### B. Safety and Maintenance of Adequate Liquidity

Ellis County is concerned about the return of its principal; therefore, safety of principal is the primary objective in any investment transaction. The County's investment portfolio must be structured in conformance with an asset/liability plan which provides for liquidity necessary to pay obligations as they become due. The Investment Officer shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio based upon required independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall notify the Commissioner's Court of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within two weeks after the loss of the required rating. This language will not limit the

ability of the Investment Officer to liquidate the security at an earlier time if he or she feel it a prudent decision to do so.

#### C. Diversification

It will be the policy of Ellis County to diversify its portfolio to minimize the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of investments.

#### D. Yield

It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and state and federal laws governing investment of public funds.

#### E. Maturity

The maximum allowable stated maturity of any individual investment owned by the County is two years. For pooled funds, the maximum average dollar-weighted maturity is 90 days.

#### F. Quality and Capability of Investment Management

It is the County's policy to provide training required by Government Code 2256, and periodic training in investments for the County Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the County Investment Officer in making investment decisions.

### III. Investment Types

The Ellis County Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law.

**AUTHORIZED INVESTMENTS: OBLIGATIONS OF, OR GUARANTEED BY GOVERNMENTAL ENTITIES.** (a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

- (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- (2) direct obligations of this state or its agencies and instrumentalities;
- (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
- (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities;

(5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and

(b) The following are not authorized investments under this section:

(1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

(2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

(3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

(4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

**AUTHORIZED INVESTMENTS: CERTIFICATES OF DEPOSIT AND SHARE CERTIFICATES.** (a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

(1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

(2) secured by obligations that are described by Section 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(b); or

(3) secured in any other manner and amount provided by law for deposits of the investing entity.

(b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this subchapter:

Fully insured or collateralized certificates of deposit from any bank doing business in the State of Texas and under the terms of a written agreement with that bank, not to exceed two years to stated maturity, to include certificates of deposit purchased through the CDARS program with a Texas bank; FDIC/NCUA insured brokered certificates of deposit securities from a bank in any US state, delivered versus payment to Ellis County's safekeeping agent, not to exceed two years to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank on

[www.2fdic.gov/idasp/main\\_bankfind.asp](http://www.2fdic.gov/idasp/main_bankfind.asp) to assure that the bank is FDIC insured. The Investment Officer shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by Ellis County based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer shall immediately liquidate any brokered CD which places Ellis County above the FDIC insurance level.

**AUTHORIZED INVESTMENTS: INVESTMENT POOLS.** (a) An entity may invest its funds and funds under its control through an eligible investment pool if the governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by this subchapter.

(b) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

- (1) the types of investments in which money is allowed to be invested;
- (2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
- (3) the maximum stated maturity date any investment security within the portfolio has;
- (4) the objectives of the pool;
- (5) the size of the pool;
- (6) the names of the members of the advisory board of the pool and the dates their terms expire;
- (7) the custodian bank that will safekeep the pool's assets;
- (8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- (9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- (10) the name and address of the independent auditor of the pool;
- (11) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and
- (12) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

(c) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity:

- (1) investment transaction confirmations; and

(2) a monthly report that contains, at a minimum, the following information:

(A) the types and percentage breakdown of securities in which the pool is invested;

(B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;

(C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;

(D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;

(E) the size of the pool;

(F) the number of participants in the pool;

(G) the custodian bank that is safekeeping the assets of the pool;

(H) a listing of daily transaction activity of the entity participating in the pool;

(I) the yield and expense ratio of the pool;

(J) the portfolio managers of the pool; and

(K) any changes or addenda to the offering circular.

(d) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

(e) In this section, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

(f) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005.

(g) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed:

(1) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or

(2) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(h) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

**RATING OF CERTAIN INVESTMENT POOLS.** A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized rating service with a weighted average maturity no greater than 90 days.

#### IV. Investment Responsibility and Control

##### A. Investment Institutions Defined

The Ellis County Investment Officer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository and Sub-Depository Bank contracts.

1. Depository Bank
2. Sub-Depository Bank(s)
3. Other state or national banks domiciled in Texas that are insured by FDIC or its successor
4. State or federal credit unions domiciled in Texas that are insured by FDIC or National Credit Union Share Insurance Fund or its successor

##### B. Qualifications for Broker/Dealers

A written copy of this investment policy shall be presented to any person seeking to sell to the County an authorized investment. The qualified representative of the business organization offering to engage in an investment transaction with the County shall execute a written instrument in a form acceptable to the County and the business organization substantially to the effect that the business organization has:

1. Received and thoroughly reviewed the investment policy of the County; and
2. Acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the County and the organization. The County Investment Officer may not buy any securities from a person who has not delivered to the County an instrument in substantially the form provided above according to Government Code Section 2256.005 (I)

By adopting this investment policy, the Ellis County Commissioners Court is authorizing the use of the broker/dealers as listed in Exhibit C.

#### C. Standards of Operation

The County Investment Officer shall develop and maintain administrative procedures for the operation of the investment program, consistent with this investment policy.

#### D. Methods to Monitor Market Price

At least two outside sources of pricing information shall be contacted prior to the purchase of securities using public funds. These sources may include but are not limited to the following: competing broker/dealers, printed financial sections of periodicals, internet web sites, and Bloomberg Reports.

#### E. Delivery vs. Payment

It will be the policy of the County to settle all transactions, except investment pool funds and mutual funds, on a Delivery vs. Payment (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received through the Federal Reserve Wire, the securities purchased.

#### F. Audit Control

The Ellis County Commissioner's Court will have an annual financial audit of all County funds by an independent auditing firm as well as an annual compliance audit of management controls on investments and adherence to the County's established investment policies in accordance with Government Code 2256.005 (M).

#### G. Standard of Care

Investments shall be made with judgement and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal, liquidity and yield. In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds, or funds under the County's control, over which the Officer had responsibility, rather than a consideration as to the prudence of a single investment; and
2. Whether the investment decision was consistent with the written investment policy of the County.

## V. Investment Reporting

### A. Quarterly Report

Not less than quarterly, the Investment Officer shall prepare and submit to the Commissioner's Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. This report will be in compliance with Government Code 2256.023

## VI. Investment Collateral and Safekeeping

The Ellis County Treasurer shall insure that all non-invested county funds are fully collateralized or insured by:

### Obligations of the U.S. or its agencies and instrumentalities

2. Collateralized mortgage obligations directly issued by a federal agency or instrumentality or the U.S., the underlying security for which is guaranteed by an agency or instrumentality of the U.S, and are not:
  - (a) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (IO's); or
  - (b) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (PO's); or
  - (c) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; or
  - (d) collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in the market index (inverse floaters).
3. Other obligations the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the U.S. or their respective agencies and instrumentalities.

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank. All certificates of deposit, purchased outside the Depository Bank shall be held in safekeeping by either the County or a County account in a third party financial institution. All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank.

Exhibit B  
**INVESTMENT STRATEGY**

Revised 07/14/2020

All available non-cash funds of Ellis County are invested by matching the maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives. This strategy is achieved by investing in instruments authorized by the County's investment policy.

Ellis County Pooled Cash Funds:

- General
- Road Improvement Fund
- Road and Bridge
- Farm to Market
- Lateral Road
- County & District Court Tech
- Justice Court Technology
- DC Archives Records Mgt.
- Permanent Improvement
- Law Library
- Trust & Agency
- Records Management
- CC Archives Records Management
- Right of Way Available
- ~~Environmental Funds~~
- ~~Right of Way 2008~~
- District Clerk Records Tech
- Road District #1
- Road District #5
- Road District #16
- District Attorney Check Processing
- District Attorney Drug Forfeiture
- General Records Manage./Preserv.
- Courthouse Security
- Court Rec. Preservation 51.708
- Election Admin. Fees
- ~~DWI Blood Draw~~
- Interest and Sinking
- ~~Grant Pass Through~~
- ~~Constable 1 Forfeiture~~

Other Funds of Ellis County:

- Adult Probation
- Juvenile Probation
- Jury
- Sheriff Federal Drug Forfeiture
- ~~Adult Specialized Caseloads~~
- Sheriff Seizure
- Sheriff Drug Forfeiture
- District Attorney Drug Seizure
- ~~Juvenile Community Corrections~~
- ~~Constable #2 Seizure~~
- ~~Constable #2 Forfeiture~~
- ~~Constable #4 Forfeiture~~
- ~~Constable #4 Seizure~~
- ~~Law Enforcement Block Grant~~
- Levee Improvement District #2
- Levee Improvement District #3
- ~~Levee Improvement District #4~~

Exhibit C

Authorized Brokers

Revised 07/14/2020

Chapter 2256 of the Texas Statutes provides for the investment of public funds. Section 2256.025 provides that the governing body of an investing entity or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

In compliance with Section 2256.025 of the Texas Statutes, the County Commissioners of Ellis County have adopted the following list of qualified brokers that are authorized to engage in investment transactions with Ellis County.

Name of Broker

~~Kyle Appling~~  
Samuel E. Vaughan  
Timothy Pinon  
Eddie R. Yancey  
Fernando Pulido

Name of Brokerage Firm

~~Comerica Securities~~  
Financial Northeastern Companies  
Wells Fargo Bank  
First Financial Bank  
Multi-Bank Securities, Inc.

Authorized Investment Pools

Lone Star Investment Pool  
Texpool/TexPool Prime  
TexSTAR  
TexasClass  
~~Funds Management Group~~  
TexasTerm

Adopted by the County Commissioners of Ellis County this 14th day of July 2020.

## Trial Balance for Ellis County

From 06/24/2020 To 07/07/2020

Fund	Name	Opening Balance	Adjustments	Debit	Credit	Closing Balance
1	GENERAL FUND	43,012,759.98	(500.00)	4,397,772.31	(5,850,341.83)	41,559,690.46
2	ROAD IMPROVEMENT FUND	1,002,829.56		1,144.47	-	1,003,974.03
3	ROAD/BRIDGE PCT. 1	1,917,052.79		43,943.38	(63,951.15)	1,897,045.02
4	ROAD/BRIDGE PCT. 2	1,570,612.99		145,598.93	(160,609.67)	1,555,602.25
5	ROAD/BRIDGE PCT. 3	1,433,253.75		154,762.02	(176,088.30)	1,411,927.47
6	ROAD/BRIDGE PCT. 4	1,389,306.62		160,146.58	(173,674.32)	1,375,778.88
7	ADULT PROBATION	1,214,398.34		183,798.37	(136,465.89)	1,261,730.82
8	JUVENILE PROBATION	1,055,241.33		104,502.40	(75,101.77)	1,084,641.96
9	F/M PCT. 1	2,368,833.91		64,146.67	(351,251.66)	2,081,728.92
10	F/M PCT. 2	908,790.25		78,646.11	(90,331.45)	897,104.91
11	F/M PCT. 3	1,534,859.44		154,724.37	(153,058.80)	1,536,525.01
12	F/M PCT. 4	1,768,587.82		214,629.36	(315,195.78)	1,668,021.40
13	LATERAL ROAD PCT. 1	312,148.87		-	-	312,148.87
14	COUNTY & DISTRICT CT TECH	35,389.51		60.00	-	35,449.51
15	JUSTICE COURT TECHNOLOGY FUND	153,780.67		368.46	-	154,149.13
16	DC ARCHIVES RECORDS MANAGEMENT	149,644.05		364.96	-	150,009.01
17	JURY	192,974.10		617.47	-	193,591.57
18	PERMANENT IMPROVEMENT	2,595,562.79		6,321.42	-	2,601,884.21
19	LAW LIBRARY	14,942.81		5,114.25	(7,114.77)	12,942.29
20	TRUST AND AGENCY FUND	1,056,231.64		501,730.90	(649,248.44)	908,714.10
21	RECORDS MANAGEMENT	1,166,836.27		17,065.00	(79.67)	1,183,821.60
22	CC ARCHIVES RECORDS MANAGEMENT	2,424,422.33		16,834.80	-	2,441,257.13
23	ROW AVAILABLE	133,727.18		142,063.48	(142,000.00)	133,790.66
24	FIRE MARSHAL SPECIAL FUND	130,153.70		4,407.52	(914.33)	133,646.89
26	DISTRICT COURT RECORDS TECH	186,639.07		712.92	-	187,351.99
27	ROAD DISTRICT #1	1,272,806.36		585.02	-	1,273,391.38
28	ROAD DISTRICT #5	71,653.19		32.93	-	71,686.12
29	ROAD DISTRICT #16	197,320.41		90.69	-	197,411.10
30	CHECK PROCESSING FEE AC	178,823.25		1,524.68	(2,143.25)	178,204.68
31	DRUG FORFEITURE FUND	130,923.16		15,564.11	(15,767.02)	130,720.25
32	GEN RECORD MANAGE/PRESE	505,880.22		1,616.34	-	507,496.56
33	COURTHOUSE SECURITY FUN	108,509.11		2,729.09	-	111,238.20
34	COURT REC. PRESERVATION 51.708	104,649.50		480.00	-	105,129.50
36	ELECTIONS ADMIN FEES	20,999.57		2.38	-	21,001.95
38	SERIES 07 INTEREST & SINKING	5,755,274.08		15,351.31	-	5,770,625.39
40	SERIES 07 BOND PROJECT	5,037,724.57		2,169.78	(47,558.25)	4,992,336.10
42	SHERIFF FEDERAL DRUG FORFEITURE	313,806.53		144.23	-	313,950.76
45	ELLIS CO COMM CORRECTIONS	71,927.87		6,556.53	(12,905.81)	65,578.59
46	SHERIFF SEIZURE FUND	328,364.24		53.29	-	328,417.53
47	SHERIFF DRUG FORFEITURE	15,582.22		7.16	-	15,589.38
48	DISTRICT ATTY DRUG SEIZ	157,723.93		7,435.10	-	165,159.03
50	CIVIL SUPERVISION FEES	94,435.48		2,814.21	(17,389.81)	79,859.88
56	CONSTABLE PCT #2 FORFEITURE	173.46		0.03	-	173.49
57	CONSTABLE PCT #1 FORFEITURE	181.28		-	-	181.28
61	TRUANCY & PREVENTION	5,385.23		248.72	-	5,633.95
65	CSCD HIGH RISK CASELOAD	13,458.04		1,511.73	(3,239.61)	11,730.16
72	ELLIS COUNTY LEVEE #2	403,752.73		65.52	-	403,818.25
73	ELLIS COUNTY LEVEE #3	297,848.51		48.32	(25,600.00)	272,296.83
74	ELLIS COUNTY LEVEE #4	7,627.53		1.56	-	7,629.09
		<b>82,823,810.24</b>	<b>(500.00)</b>	<b>6,458,508.88</b>	<b>(8,470,031.58)</b>	<b>80,811,787.54</b>



**RECEIVED**  
 JUN 24 2020  
 ELLIS COUNTY AUDITOR

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
001-0010-506030	Ammunition	\$ 67.65
001-0010-509380	DWI Warr Review	\$ 1,509.88
	<b>TOTAL:</b>	<b>\$ 1,577.53</b>

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-507020	Repairs	\$ 67.85
001-0010-508070	General Misc	\$ 174.23
001-0010-508190	Computer	\$ 1,230.65
001-0010-509040	Animal Control	\$ 105.00
	<b>TOTAL:</b>	<b>\$ 1,577.73</b>

06/23/2020
010 - SO

Signature
Date
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:

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JUN 24 2020  
ELLIS COUNTY AUDITOR

Clear Form

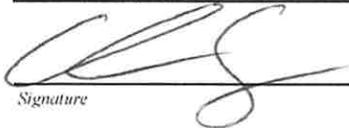
**ELLIS COUNTY LINE ITEM ADJUSTMENT**

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
001-0015-508070	Gen Misc	\$ 326.00
001-0015-508350	Employee Training	\$ 50.00
	<b>TOTAL:</b>	\$ 376.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-508120	Radios	\$ 376.00
	<b>TOTAL:</b>	\$ 376.00



06/23/2020

015 - Jail

Signature

Date

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

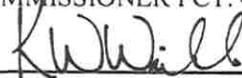
\_\_\_\_\_ COMMISSIONER PCT. 1

\_\_\_\_\_ COMMISSIONER PCT. 2

\_\_\_\_\_ COMMISSIONER PCT. 3

\_\_\_\_\_ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:





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**RECEIVED**  
 JUN 10 2020  
 ELLIS COUNTY AUDITOR

## 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
001-0520-508050	CONFERENCE	\$1,200.00
	<b>TOTAL:</b>	\$1,200.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0520-508010	SUPPLIES	\$1,200.00
	<b>TOTAL:</b>	\$1,200.00

*[Handwritten Signature]*

6/8/2020

JUSTICE OF THE PEACE PCT. 2

*Signature*

*Date*

*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:

*[Handwritten Signature]*



K5  
**RECEIVED**  
 JUN 12 2020  
 ELLIS COUNTY AUDITOR

## ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019-20

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2019-20 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0385-508070	Visiting Judge	\$2,000.00
	<b>TOTAL:</b>	\$2,000.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0385-508190	Computer	\$2,000.00
	<b>TOTAL:</b>	\$2,000.00

\_\_\_\_\_  
 Signature

6-12-20  
 \_\_\_\_\_  
 Date

Ellis County Court at Law No. 2  
 \_\_\_\_\_  
 Department

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

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

- \_\_\_\_\_ COUNTY JUDGE
- \_\_\_\_\_ COMMISSIONER PCT. 1
- \_\_\_\_\_ COMMISSIONER PCT. 2
- \_\_\_\_\_ COMMISSIONER PCT. 3
- \_\_\_\_\_ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:

Fl6

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
010-0653-508070	Fm12 General Exp.	\$1,000.00
	<b>TOTAL:</b>	<b>\$1,000.00</b>

POSTED  
PCT2  
COMPUTER

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0453-509180	Fm12 Chemicals	\$1,000.00
	<b>TOTAL:</b>	<b>\$1,000.00</b>

POSTED  
PCT2  
COMPUTER

Signature

7-1-2020  
Date

Preced 2  
Department

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

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

- \_\_\_\_\_ COUNTY JUDGE
- \_\_\_\_\_ COMMISSIONER PCT. 1
- \_\_\_\_\_ COMMISSIONER PCT. 2
- \_\_\_\_\_ COMMISSIONER PCT. 3
- \_\_\_\_\_ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: KWWill



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
001-0050-508030	Furn/Fixture	\$ 300.00
	<b>TOTAL:</b>	\$ 300.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-508190	Computers	\$ 300.00
	<b>TOTAL:</b>	\$ 300.00

W. Maul  
Signature

06/24/2020  
Date

Ag Ext  
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: K. Will



# ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR \_\_\_\_\_

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
001-510-508020	EQUIPMENT	200.00
	TOTAL:	\$0.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0510-508190	COMPUTER	200.00
	TOTAL:	\$0.00

Signature: [Signature] Date: 30 June 2020 Department: JPI

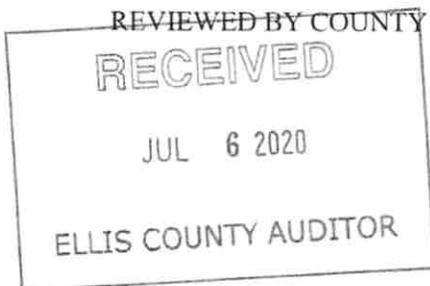
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

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

- \_\_\_\_\_ COUNTY JUDGE
- \_\_\_\_\_ COMMISSIONER PCT. 1
- \_\_\_\_\_ COMMISSIONER PCT. 2
- \_\_\_\_\_ COMMISSIONER PCT. 3
- \_\_\_\_\_ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:

[Signature]



F9



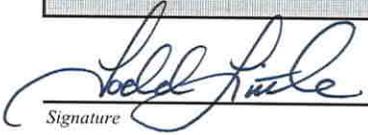
# ELLIS COUNTY LINE ITEM ADJUSTMENT

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
001-0170-505020	SALARY	\$ 24,998.00
	<b>TOTAL:</b>	\$ 24,998.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0700-650950	Tsfr to Civil Bond Supervision	\$ 24,998.00
	<b>TOTAL:</b>	\$ 24,998.00



07/08/2020

Civil Bond Supervision

Signature

Date

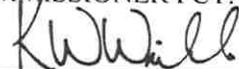
Department

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:



DEPT.:	COMM. SUPERVISION/CORRECTIONS	2016/2017	2017/2018	2018/2019	2019/2020
GL#:	001-0170-50000-00000-000	BUDGET	BUDGET	BUDGET	BUDGET
SALARIES & RELATED EXPENDITURES		-	-	-	24,998
OPERATING EXPENDITURES		100	100	100	100
CAPITAL EXPENDITURES		3,500	3,500	3,500	3,500
<b>TOTAL</b>		<b>3,600</b>	<b>3,600</b>	<b>3,600</b>	<b>28,598</b>

GL ACCT TITLE	ACCT #	2016/2017	2017/2018	2018/2019	2019/2020
SALARIES	50502	-	-	-	24,998
TELEPHONE	50763				
COPIER/SUPPLIES/MAINTENANCE	50799	100	100	100	100
FURNITURE/FIXTURES	50803	3,500	3,500	3,500	3,500
<b>TOTAL</b>		<b>3,600</b>	<b>3,600</b>	<b>3,600</b>	<b>28,598</b>



Per Ellis County CSCD, this amount is meant to be transferred from the General Fund to the Civil Bond Supervision Fund to partially fund the pre-trial officer and operating expenditures. With that being the case, it is not appropriate to record that transaction as a Salary expenditure - it should be recorded as a Transfer.

-----

This line item adjustment is creating a new budget line item to account for the transaction properly.

*KW*



K10  
**RECEIVED**  
 JUL 7 2020  
 ELLIS COUNTY AUDITOR

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:

<b>TRANSFER FROM</b>		
<i>ACCOUNT NO.</i>	<i>ACCOUNT TITLE</i>	<i>AMOUNT</i>
001-0140-505580	CONTINGENCIES/RESERVE	-\$ 33,125.52
	<b>TOTAL:</b>	-\$ 33,125.52

<b>TRANSFER TO</b>		
<i>ACCOUNT NO.</i>	<i>ACCOUNT TITLE</i>	<i>AMOUNT</i>
001-0210-509600	HAVA CARES ACT Grant	\$ 33,125.52
	<b>TOTAL:</b>	\$ 33,125.52

Signature

7/6/2020  
Date

Elections/County Judge  
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:





Pricing Proposal  
 Quotation #: 17667853  
 Created On: 8/30/2019  
 Valid Until: 9/30/2019

**County of ELLIS**

**IAM**

**EJ Harbin**

TX  
 United States  
 Phone:  
 Fax:  
 Email: Ej.harbin@co.ellis.tx.us

**Gregory Gonedes**

1301 South Mo-Pac Expressway  
 Suite 375  
 Austin, TX 78746  
 Send PO's to: Texas@shii.com  
 8008706079  
 5127320232  
 Phone: 800-870-6079  
 Fax: 512-732-0232  
 Email: gregory\_gonedes@shii.com

[Click here to order this quote](#)

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Surface Dock - Docking station - 2 x Mini DP - GigE - commercial - for Surface Book, Book 2, Book with Performance Base, Go, Laptop, Laptop 2, Pro 4, Pro 6 Microsoft - Part#: PF3-00005 Contract Name: Microsoft Surface Contract #: DIR-TSO-3373	1	\$152.00	\$152.00
2 Microsoft Surface Pen - Stylus - 2 buttons - wireless - Bluetooth 4.0 - platinum - commercial Microsoft - Part#: EYV-00009 Contract Name: Microsoft Surface Contract #: DIR-TSO-3373	1	\$78.00	\$78.00
3 Microsoft Surface Pro 6 - Tablet - Core i5 8350U / 1.7 GHz - Win 10 Pro - 8 GB RAM - 128 GB SSD NVMe - 12.3" touchscreen 2736 x 1824 - UHD Graphics 620 - Wi-Fi, Bluetooth - platinum - commercial Microsoft - Part#: LPZ-00001 Contract Name: Microsoft Surface Contract #: DIR-TSO-3373	1	\$844.00	\$844.00
4 Microsoft Office Professional Plus 2019 - License - 1 PC - Select Plus - Win - Single Language Microsoft - Part#: 79P-05746 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	1	\$359.36	\$359.36
		Subtotal	\$1,433.36
		Shipping	\$0.00
		Total	\$1,433.36

**Additional Comments**

*Add Cover Keyboard \$105.00 Total \$1,538.36*

F12



# 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
001-0611-508050	Conference	\$2,000.00
001-0611-508010	Supplies	\$354.89
	<b>TOTAL:</b>	\$2,354.89

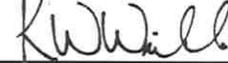
TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0611-507060	Insurance Deductible	\$2,354.89
	<b>TOTAL:</b>	\$2,354.89


7/9/20
Constable Pct 1  
Signature
Date
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: 



F14



# ELLIS COUNTY BUDGET AMENDMENT

FISCAL YEAR 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 2020 Budget

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-400080	FM3 Interlocal	\$ 50,857.00
	<b>TOTAL:</b>	\$ 50,857.00

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-508070	FM3 Gen/Misc	\$ 50,857.00
	<b>TOTAL:</b>	\$ 50,857.00

See Attached

06/25/2020

Road & Bridge 3

Signature

Date

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:

*K. Will*

**ELLIS COUNTY BUDGET**  
**2019/2020 Budget Line Item Adjustment**

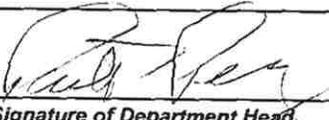
I Am requesting the the Ellis County Commissioners' Court make necessary line item adjustments to the Road and Bridge Precinct 3 Budget as follows:

**TRANSFER FROM:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
011-0704-400080	FM3 Interlocal	\$50,857.00

**TRANSFER TO:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
011-0704-508070	FM3 Gen/Misc	\$50,857.00

  
*Signature of Department Head*

6/25/2020  
*Date Signed*

Road & Bridge #3  
*Department*

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

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

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

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

Approved by County Auditor's Office:

\_\_\_\_\_



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



**SHORT TITLE:**

Woodard Farms, Phase 2  
Parcel ID No. 188044

**LEGAL CAPTION:**

**Consideration and act upon a final plat of Woodard Farms, Phase 2.** The property contains a total of ± 2.104 acres of land in the Adam T. Miller Survey, Abstract No. 716, located south of the intersection of Marion Road and Norrell Road, in the extraterritorial jurisdiction (ETJ) of Maypearl, Road and Bridge Precinct No. 4.



**APPLICANT:**

Tommy Woodard



**PURPOSE:**

The applicant is requesting to plat one (1) lot for residential use. This will be the fifth lot in this overall subdivision.



**HISTORY:**

Previously, the Commissioners' Court approved Phase 1 of this subdivision on April 10, 2018. The first phase of this subdivision contains four (4) lots.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

The plat shows a total of 30 feet right-of-way dedication for Marion Road by this plat, satisfying the County's minimum right of way requirements. A future thoroughfare plan is located east of this property. That dedication will be secured upon further subdivision of the remaining ± 100 acres.

**Water Provider:**

Mountain Peak Special Utility District will provide service to Woodard Farms Phase 2, via a 6-inch line along Marion Road.



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

The plat meets all the requirements outlined in the Ellis County Subdivision and Development Standards. Staff recommends **approval** of this plat request.



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

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

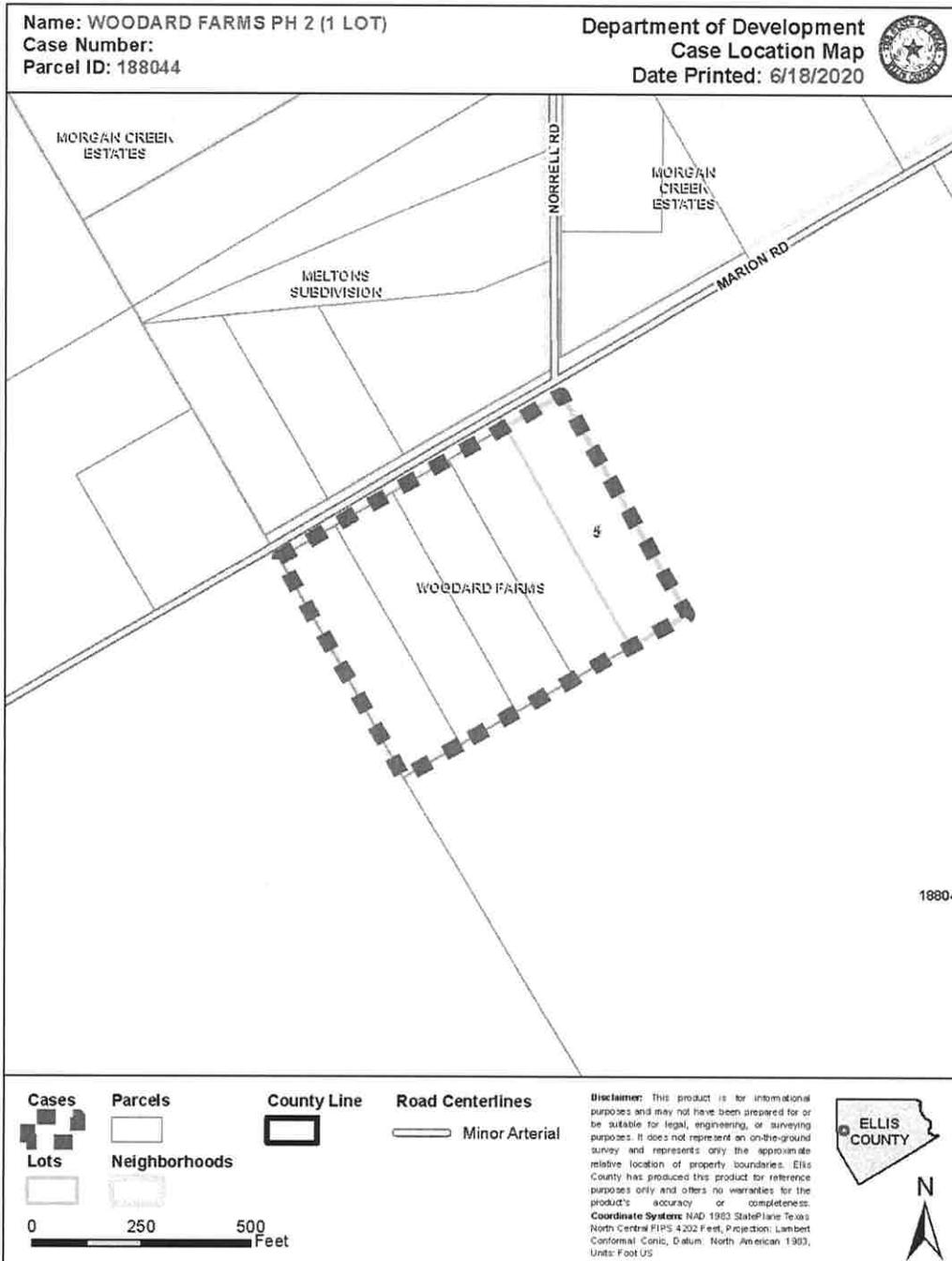


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**



47038891 32-369334 Author: rebecca.charles GIS@dod.co.ellis.tx.us Date Printed: 6/18/2020





**AGENDA ITEM NO. 1.2**  
Ellis County Commissioners Court  
July 14, 2020



**SHORT TITLE:**

Road Frontage Variance for Parcel ID No. 200070, known as 2511 Springer Road.

**LEGAL CAPTION:**

Consider & act upon a request to grant a one-time variance for property located at 2511 Springer Road (Parcel No. 200070) from Section IV (B)(2) (Residential Lots) of the Subdivision Development Standards to allow one (1) lot without meeting the minimum road frontage requirement. The property contains ± 5.0 acres of land located in the J.P. Laughlin Survey, Abstract No. 627, in the extraterritorial jurisdiction (ETJ) of Midlothian, Road & Bridge Precinct No. 4.



**APPLICANT(S):**

Bill Willborn



**PURPOSE:**

Mr. Willborn is requesting to subdivide his property into two (2) legal lots of record; the proposed eastern lot will be used for future residential use by his daughter. Due to their lending institution's requirements, a family variance (handled internally by staff) would not work. However, due to the current location of the existing residence at 2511 Springer Road, it causes the additional proposed lot to fall ± 30 feet short of the 150-foot road frontage requirement for residential lots. Before proceeding with platting, a variance to the minimum road frontage requirement is required.



**HISTORY:**

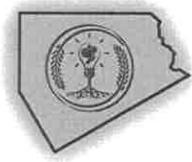
There is no previous subdivision history on this property.



**OTHER RELEVANT INFORMATION:**

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

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



5. *That the situation causing the hardship or difficulty is neither self-imposed or self-created.*

*Section VIII (A) (1) (i) requires notice to be sent to property owners within 200 feet of the property with the requested variance at least ten (10) days before the meeting date. Staff sent out seventeen (17) notices via regular mail on July 2, 2020 to satisfy this requirement.*



**ANALYSIS:**

Although the applicant has the overall minimum amount of acreage required for each lot, the applicant is unable to obtain the minimum amount of road frontage required due to the current residential structure at 2511 Springer Road. Staff supports this variance request as it believes it meets the criteria for granting a variance.



**RECOMMENDATION:**

Staff recommends **approval** of this variance to Section IV (B) (2) (Lots) of the Subdivision & Development Standards, subject to the following conditions:

- 1) The applicant submits a plat that reflects a minimum road frontage of ± 120 feet on the additional proposed eastern lot.
- 2) Only one (1) habitable structure shall be allowed per lot.



**ATTACHMENTS:**

1. Location Map
2. Applicant's Written Request for Variance
3. Draft Order



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



**APPROVED AND PRESENTED BY:**

Alberto Mares, AICP, D.R., CPM  
Director of Planning & Development



**ATTACHMENT NO. 1 – LOCATION MAP**





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

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

**ATTACHMENT NO. 2 – LETTER OF REQUEST FROM APPLICANT**

Honorable Commissioners,

I moved to Ellis County twenty-six years ago in 1994. My dreams of having a sizable lot to raise my family in such a wonderful place were realized, and we have spent many years putting in a lot of hard work to make our little piece of property what it is today.

In recent years, I have battled with some complications to my health which included a routine surgery that almost took my life. Through this experience, I have realized that it is no longer possible for me to take care of everything by myself to stay in good health.

We are requesting this variance so that we can deed this section of property to my daughter and son-in-law. This will not only allow us to have our two adorable grandsons right next door, but we can get the much-needed help to take care of everything and provide assistance to us as we grow older.

The house planned will sit on almost three acres, be around 3,000 sq. ft. in size, and maintain the rural county aesthetic in this area.

In closing, we would love to be able to stay in Ellis county and enjoy the peace and tranquility that we have worked so hard to build. Thank you for your consideration in this matter.

Sincerely,

Bill and Susan Willborn



**ATTACHMENT NO. 3 – DRAFT ORDER**

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

On this the 14th day of July 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 GRANTING A ONE-TIME VARIANCE FROM SECTION IV (B) (2) (LOTS) OF THE SUBDIVISION & DEVELOPMENT STANDARDS, TO ALLOW ONE (1) LOT WITHOUT MEETING THE MINIMUM ROAD FRONTAGE REQUIREMENT. THE PROPERTY IS LOCATED AT 2511 SPRINGER ROAD (PARCEL ID NO. 200070), CONTAINING ± 5.0 ACRES OF LAND LOCATED IN THE J.C. LAUGHLIN SURVEY, ABSTRACT NO. 627, IN THE EXTRA TERRITORIAL JURISDICTION (ETJ) OF MIDLOTHIAN, ROAD & BRIDGE PRECINCT NO. 4, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

The Commissioners’ Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and set forth above are incorporated into the body of this order as if fully set forth herein, and the granting of relief in the form of a lesser standard will not impact adversely



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

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

on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.

**SECTION 2. CONDITIONS OF APPROVAL.**

The variance for the above-described property is hereby granted a one-time variance from the Ellis County Rules for relief on the road frontage requirement, subject to the following conditions:

- 1) The applicant submits a plat that reflects a minimum road frontage of ± 120 feet on the additional proposed eastern lot.
- 2) Only one (1) habitable structure shall be allowed per lot.

**SECTION 3. CONFLICTS.**

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

**SECTION 4. SEVERABILITY CLAUSE**

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

**SECTION 5. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 14<sup>TH</sup> DAY OF JULY 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



**AGENDA ITEM NO. 1.3**  
Ellis County Commissioners Court  
July 14, 2020



**SHORT TITLE:**

Variance for 1117 Augusta Street.

**LEGAL CAPTION:**

Consider & act upon a request to grant a one-time variance for 1117 Augusta Street (Parcel ID No. 155766) from Section IV (B) (2) (Residential Lots) of the Subdivision Development Standards and Ellis County Order No. 182.11 to allow one (1) lot without meeting the minimum lot size and lot depth dimensions as required. The property contains ± 0.42 acres of land, in the extra-territorial jurisdiction (ETJ) of Red Oak, Ellis Road & Bridge Precinct No. 4.



**APPLICANT(S):**

Jesse Benavides



**PURPOSE:**

Mr. Benavides would like to construct a permanent structure on his property for personal residential use. However, due to the illegal subdivision of the lot, it causes the proposed lot to fall below the minimum one-acre requirement (± 0.42 acres) and minimum lot depth (± 100 feet) for residential lots. 1117 Augusta Street does meet the current one-acre requirement as specified within the approved Ellis County Order No. 182.11. Before proceeding, a request for these variances must be granted by Commissioners' Court.



**HISTORY:**

Southern Hills Addition No. 2 Plat was approved by Ellis County Commissioners' Court on March 25, 1955.



**OTHER RELEVANT INFORMATION:**

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

1. *That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*
2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,*
3. *That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,*
4. *That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*
5. *That the situation causing the hardship or difficulty is neither self-imposed or self-created.*



*Section VIII (A) (1) (i) requires notice to be sent to property owners within 200 feet of the property with the requested variance at least ten (10) days before the meeting date. Staff sent out approximately forty (40) notices via regular mail on July 2, 2020 to satisfy this requirement.*



**ANALYSIS:**

Although the applicant has the overall minimum road frontage required, the applicant is unable to obtain the minimum amount of acreage and lot depth as required by the County's current subdivision regulations and current septic order. Staff supports these variance requests as it believes it meets the criteria for granting a variance.

A similar variance request was approved by the Court on February 27, 2018 at 1205 Jackson St/315 Burney Lane, about 500 feet from this site. A replat was approved with those stated requirements.



**RECOMMENDATION:**

Staff recommends **approval** of this variance to Section IV (B) (2) (Lots) of the Subdivision & Development Standards, and Ellis County Order No. 182.11 subject to the following conditions:

- 1) The applicant submits a replat showing dimensions approximately ± 182.50 feet x ± 100 feet for the eastern portion of Lot 5, Block K Southern Hills.
- 2) A septic application and design showing an OSSF system can be supported on this property.
- 3) Only one (1) habitable structure shall be allowed per lot.



**ATTACHMENTS:**

1. Location Map
2. Draft Order



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



**APPROVED AND PRESENTED BY:**

Alberto Mares, AICP, D.R., CPM  
Director of Planning & Development



**ATTACHMENT NO. 1 – LOCATION MAP**



06/18/2020 10:52:04 AM Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 6/18/2020



ATTACHMENT NO. 2 – DRAFT ORDER

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

On this the 14th day of July 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:**

- |  |  |
|--|--|
| <input type="checkbox"/> Randy Stinson, Commissioner, Pct. 1 | <input type="checkbox"/> Paul Perry, Commissioner, Pct. 3  |
| <input type="checkbox"/> Lane Grayson, Commissioner, Pct. 2  | <input type="checkbox"/> Kyle Butler, Commissioner, Pct. 4 |

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

**AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS GRANTING A VARIANCE FROM SECTION IV (B) (2) (LOTS) OF THE SUBDIVISION & DEVELOPMENT STANDARDS, TO ALLOW ONE (1) LOT WITHOUT MEETING THE MINIMUM LOT SIZE AND LOT DEPTH REQUIREMENT, ADDITIONALLY GRANTING A VARIANCE TO ELLIS COUNTY ORDER NO. 182.11. THE PROPERTY IS LOCATED AT 1117 AUGUSTA STREET CONTAINING ± 0.42 ACRES OF LAND IN THE EXTRA TERRITORIAL JURISDICTION (ETJ) OF RED OAK, ROAD & BRIDGE PRECINCT NO. 4, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

The Commissioners' Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and set forth above are incorporated into the body of this order as if fully set forth herein, and the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.



**SECTION 2. CONDITIONS OF APPROVAL.**

The variance for the above-described property is hereby granted a one-time variance from the Ellis County Rules for relief on the lot size and lot depth, and septic order requirement, subject to the following conditions:

- 1) The applicant submits a replat showing dimensions approximately ± 182.50 feet x ± 100 feet for the eastern portion of Lot 5, Block K Southern Hills.
- 2) A septic application and design showing an OSSF system can be supported on this property.
- 3) Only one (1) habitable structure shall be allowed per lot.

**SECTION 3. CONFLICTS.**

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

**SECTION 4. SEVERABILITY CLAUSE**

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

**SECTION 5. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 14<sup>TH</sup> DAY OF JULY 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



**Bid/ Proposal # 558-18**

**HVAC Maintenance Sheriff's Office & Jail**

**Will be expiring on September 30, 2020**

**Renewal Effective Dates**

**October 1, 2020 through September 30, 2021**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to purchasing@co.ellis.tx.us or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5118.

**American Mechanical Services of Texas, LLC**

*Gary S. Murray* Date 7/6/20  
Authorized Representative

\_\_\_\_\_ Date \_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_ Date \_\_\_\_\_  
County Clerk, Attest



**Bid/ Proposal # 558-18**

**Boiler Maintenance Sheriff's Office & Jail**

**Will be expiring on September 30, 2020**

**Renewal Effective Dates**

**October 1, 2020 through September 30, 2021**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to [purchasing@co.ellis.tx.us](mailto:purchasing@co.ellis.tx.us) or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5118.

**American Mechanical Services of Texas, LLC**

*[Signature]* Date 7/6/20  
Authorized Representative

\_\_\_\_\_  
Date \_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Date \_\_\_\_\_  
County Clerk, Attest

210



Mark Martin  
Flair Data Systems  
214-445-3521  
817.966.2991 cell  
214-445-3582  
mmartin@flairdata.com

<b>Summary</b>				
			<b>7yr TOTAL</b>	<b>\$377,600</b>
			<b>10yr TOTAL</b>	<b>\$384,634</b>
	<b>core 7yr</b>	96,464		
	<b>core 10yr</b>	98,110		
	<b>access 7yr</b>	177,037		
	<b>access 10yr</b>	177,000		
	<b>wireless 7yr</b>	104,099		
	<b>wireless 10yr</b>	109,523		



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 214-445-3521  
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 mmartin@flairdata.com

## Parts List

Date: DIR-TSO-2542  
 To: Ellis County  
 DIR # DIR-TSO-2542

Valid For:  
 Warranty:  
 Shipping & Tax:

30 Days  
 90 Days  
 Not Included

SIGNED:

Total:

**\$96,464.40**

Qty	Part	Description	Price	Disc. %	Extended Price
<b>6509 to Meraki Core Refresh</b>					
2	MS355-48X-HW	Meraki MS355-L3 Stck Cld-Mngd 48GE, 16xmG UPOE S	16,800.00	56%	\$14,784.00
2	CON-ROB-MS35548X	RMA ONLY 8X5XNBDMeraki MS355-L3 StckCldMg48GE	3,255.00	10%	\$5,859.00
2	LIC-MS355-48X-7YR	Meraki MS355-48X Enterprise License and Support, 7 Ye	4,235.00	56%	\$3,726.80
2	MS425-32-HW	Meraki MS425-32 L3 Cld-Mngd 32x 10G SFP+ Switch	22,000.00	56%	\$19,360.00
2	LIC-MS425-32-7YR	Meraki MS425-32 Enterprise License and Support, 7YR	5,175.00	56%	\$4,554.00
2	MA-CBL-40G-50CM	Meraki 40GbE QSFP Cable, 0.5 Meter	110.00	56%	\$96.80
2	MA-CBL-100G-50CM	Meraki 100GbE QSFP Cable, 0.5 Meter	660.00	56%	\$580.80
2	MA-PWR-250WAC	Meraki 250WAC PSU	562.50	56%	\$495.00
2	MA-PWR-1025WAC	Meraki 1025WAC PSU	1,812.50	56%	\$1,595.00
105	MA-SFP-10GB-SR	Meraki 10G Base SR Multi-Mode	995.00	60%	\$41,790.00
1		Trade-In Allowance	-4,877.00		-\$4,877.00
1		Professional Services estimate. (not to exceed) SoW will be provided.	8,500.00		\$8,500.00
		<b>CORE Switch Installation</b>			
		<b>TASK</b>			
		Design			
		Kick off Meeting			
		Discovery			
		Design Creation			
		Design Review			
		<b>Implementation</b>			
		Rack Core Switches			
		Provision Meraki Dashboard			
		Dashboard Configuration			
		<b>Testing and Integration</b>			
		Integrate Meraki Core with existing Infrastructure			
		Testing and Troubleshooting			



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 mmartin@flairdata.com

## Parts List

<b>Date:</b> June 30, 2020	<b>Valid For:</b> 30 Days
<b>To:</b> Ellis County	<b>Warranty:</b> 90 Days
<b>DIR #</b> DIR-TSO-2542	<b>Shipping &amp; Tax:</b> Not Included
<b>SIGNED:</b>	<b>Total:</b> \$98,110.40

Qty	Part	Description	Price	Disc. %	Extended Price
<b>6509 to Meraki Core Refresh</b>					
2	MS355-48X-HW	Meraki MS355-L3 Stck Cld-Mngd 48GE, 16xmG UPOE S	16,800.00	58%	\$14,112.00
2	CON-ROB-MS35548X	RMA ONLY 8X5XNBDMeraki MS355-L3 StckCldMg48GE	3,255.00	10%	\$5,859.00
2	LIC-MS355-48X-10YR	Meraki MS355-48X Enterprise License and Support, 10 Y	6,050.00	58%	\$5,082.00
2	MS425-32-HW	Meraki MS425-32 L3 Cld-Mngd 32x 10G SFP+ Switch	22,000.00	58%	\$18,480.00
2	LIC-MS425-32-10YR	Meraki MS425-32 Enterprise License and Support, 10YR	7,765.00	58%	\$6,522.60
2	MA-CBL-40G-50CM	Meraki 40GbE QSFP Cable, 0.5 Meter	110.00	58%	\$92.40
2	MA-CBL-100G-50CM	Meraki 100GbE QSFP Cable, 0.5 Meter	660.00	58%	\$554.40
2	MA-PWR-250WAC	Meraki 250WAC PSU	562.50	58%	\$472.50
2	MA-PWR-1025WAC	Meraki 1025WAC PSU	1,812.50	58%	\$1,522.50
105	MA-SFP-10GB-SR	Meraki 10G Base SR Multi-Mode	995.00	60%	\$41,790.00
1		<b>Trade-In Allowance</b>	-4,877.00		-\$4,877.00
1		Professional Services estimate. (not to exceed) SoW will be provided.	8,500.00		\$8,500.00
		<b>CORE Switch Installation</b>			
		<b>TASK</b>			
		Design			
		Kick off Meeting			
		Discovery			
		Design Creation			
		Design Review			
		<b>Implementation</b>			
		Rack Core Switches			
		Provision Meraki Dashboard			
		Dashboard Configuration			
		<b>Testing and Integration</b>			
		Integrate Meraki Core with existing Infrastructure			
		Testing and Troubleshooting			



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## Parts List

<b>Date:</b>	June 30, 2020	<b>Valid For:</b>	30 Days
<b>To:</b>	Ellis County	<b>Warranty:</b>	90 Days
<b>DIR #</b>	DIR-TSO-2542	<b>Shipping &amp; Tax:</b>	Not Included

<b>SIGNED:</b>	<b>Total:</b>	\$177,037.00
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Qty	Part	Description	Price	Disc. %	Extended Price
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Access Layer Switches					
14	MS350-24P-HW	Meraki MS350-24P L3 Stck Cld-Mngd 24x GigE 37	6,455.00	56%	\$39,762.80
14	LIC-MS350-24P-7YR	Meraki MS350-24P Enterprise License and Support	1,520.00	56%	\$9,363.20
20	MS350-48FP-HW	Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 7	11,635.00	56%	\$102,388.00
20	LIC-MS350-48FP-7YR	Meraki MS350-48FP Enterprise License and Supp	2,740.00	56%	\$24,112.00
				56%	\$0.00
				56%	\$0.00
1		Trade-In Allowance	-14,584.00		-\$14,584.00
1		Professional Services estimate. (not to exceed) SoW will be provided.	15,995.00		\$15,995.00
		<b>Access Switch Installation</b>			
		<b>TASK</b>			
		<b>Implementation</b>			
		Rack Access Switches			
		Provision Access Switches on Meraki Dashboard			
		Move network services to the Meraki switches			
		<b>Testing and Integration</b>			
		Integrate Meraki Core with existing Infrastructure			
		Testing and Troubleshooting			
		Day 1 Support			
		<b>Documentation and Training</b>			
		Final Documentation			
		Documentation Review			
		Training/ Knowledge Transfer			



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## Parts List

<b>Date:</b> June 30, 2020		<b>Valid For:</b>	30 Days
<b>To:</b> Ellis County		<b>Warranty:</b>	90 Days
<b>DIR #</b> DIR-TSO-2542		<b>Shipping &amp; Tax:</b>	Not Included

<b>SIGNED:</b>	<b>Total:</b>	\$177,000.40
----------------	---------------	--------------

Qty	Part	Description	Price	Disc. %	Extended Price
<b>Access Layer Switches</b>					
14	MS350-24P-HW	Meraki MS350-24P L3 Stck Cld-Mngd 24x GigE 37	6,455.00	58%	\$37,955.40
14	LIC-MS350-24P-10YR	Meraki MS350-24P Enterprise License and Support	1,900.00	58%	\$11,172.00
20	MS350-48FP-HW	Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 7	11,635.00	58%	\$97,734.00
20	LIC-MS350-48FP-10Y	Meraki MS350-48FP Enterprise License and Supp	3,420.00	58%	\$28,728.00
1		<b>Trade-In Allowance</b>	-14,584.00		-\$14,584.00
1		Professional Services estimate. (not to exceed) SoW will be provided.	15,995.00		\$15,995.00
		<b>Access Switch Installation</b>			
		<b>TASK</b>			
		<b>Implementation</b>			
		Rack Access Switches			
		Provision Access Switches on Meraki Dashboard			
		Move network services to the Meraki switches			
		<b>Testing and Integration</b>			
		Integrate Meraki Core with existing Infrastructure			
		Testing and Troubleshooting			
		Day 1 Support			
		<b>Documentation and Training</b>			
		Final Documentation			
		Documentation Review			
		Training/ Knowledge Transfer			



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## Parts List

<b>Date:</b>	June 30, 2020	<b>Valid For:</b>	30 Days
<b>To:</b>	Ellis County	<b>Warranty:</b>	90 Days
<b>DIR #</b>	DIR-TSO-2542	<b>Shipping &amp; Tax:</b>	Not Included

<b>SIGNED:</b>		<b>Total:</b>	\$104,098.60
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Qty	Part	Description	Price	Disc. %	Extended Price
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Meraki Wireless					
85	MR56-HW	Meraki MR56 WiFi 6 Indoor AP	1,849.00	56%	\$69,152.60
85	LIC-ENT-7YR	Meraki MR Enterprise License, 7YR	630.00	56%	\$23,562.00
1		Trade-In Allowance	-8,391.00		-\$8,391.00
1		Professional Services estimate. (not to exceed) SoW will be provided.	19,775.00		\$19,775.00
		<b>Implementation</b>			
		Physically swap old AP & mount with new			
		Install and configure 4 SSIDs and 73 APs			
		<b>Testing and Integration</b>			
		Test Plan Creation			
		Testing and Troubleshooting			
		Day 1 Support			
		<b>Documentation and Training</b>			
		Final Documentation			
		Documentation Review			
		Training/ Knowledge Transfer			



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## Parts List

<b>Date:</b> June 30, 2020		<b>Valid For:</b>	30 Days
<b>To:</b> Ellis County		<b>Warranty:</b>	90 Days
<b>DIR #</b> DIR-TSO-2542		<b>Shipping &amp; Tax:</b>	Not Included

**SIGNED:** \_\_\_\_\_ **Total:** \$109,523.30

Qty	Part	Description	Price	Disc. %	Extended Price
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<b>Meraki Wireless</b>					
------------------------	--	--	--	--	--

85	MR56-HW	Meraki MR56 WiFi 6 Indoor AP	1,849.00	58%	\$66,009.30
85	LIC-ENT-10YR	Meraki MR Enterprise License, 10YR	900.00	58%	\$32,130.00
1		Trade-In Allowance	-8,391.00		-\$8,391.00
1		Professional Services estimate. (not to exceed) SoW will be provided.	19,775.00		\$19,775.00
		<b>Implementation</b>			
		Physically swap old AP & mount with new			
		Install and configure 4 SSIDs and 73 APs			
		Post Wireless Site Survey & Report (Optional)			
		<b>Testing and Integration</b>			
		Test Plan Creation			
		Testing and Troubleshooting			
		Day 1 Support			
		<b>Documentation and Training</b>			
		Final Documentation			
		Documentation Review			
		Training/ Knowledge Transfer			

## QUOTATIONS

The purpose of this procedure is to provide guidance for the regulations that apply to purchase of supplies, materials, and equipment required or used, and contract for all repairs that are not required by law to be bid.

The general practice of the county shall be to accept the lowest responsible bid or price quotation as specified and on *equal* product standards. Vendors operating within Ellis County may be given a 5% local preference when all other criteria are equal.

If the County receives two or more quotes or bids from responsible bidders that are identical in amount, as the lowest and best bid, the County shall select only one bidder by casting lots.

***These regulations and procedures apply to all purchases less than \$50,000.00.***

### CURRENT THRESHOLDS

- A. From \$1.00 to \$999.99 – If the County is purchasing items covered by this policy costing at least \$1.00 but less than \$1,000.00, the county shall obtain one (1) quote by informal telephone, email, fax, or internet quotes, or solicit previously approved vendors and purchase from that vendor.
- B. From \$1,000.00 to \$9,999.99 – If the County is purchasing personal property costing at least \$1,000.00 but less than \$10,000.00, the county must solicit vendors by fax, internet or email to supply the particular item(s). In the procurement of these item(s), the county must document price quoted from at least two (2) additional vendors other than the preferred vendor's quote. This documentation must be submitted with purchase requisition prior to order being placed.
- C. From \$10,000.00 to \$49,999.99 - From \$1,000.00 to \$9,999.99 – If the County is purchasing personal property costing at least \$10,000.00 but less than \$50,000.00, the county must solicit vendors by fax, internet or email to supply the particular item(s). In the procurement of these item(s), the county must document price quoted from at least three (3) additional vendors other than the preferred vendor's quote. This documentation must be submitted with purchase requisition prior to order being placed.

*Items A, B & C above are subject to audit and these quotes should be written down and the documentation kept by the County. Written quotations from the vendors must be sent with the purchase requisition to the Purchasing Department prior to purchase. These documents will become part of the permanent record for retention. Requisitions will be returned to requestor if proper documentation is not received.*

### PROPOSED THRESHOLDS

- A. From \$0.01 to \$7,499.00 – If the County is purchasing goods or services covered by this policy costing at least \$1.00 but less than \$7,499.00, the county shall obtain one (1) written quote by email, fax, or via internet quotes. Purchasing will notify the requesting department and seek a new quote if vendor is debarred or owes Ellis County taxes. Purchasing will confirm if the goods or services are on annual contract. Purchasing will change vendor/contractor if a contract exists for the requested items. Purchasing verifies the purchase is the “best value” for the County.

- B. From \$7,500.00 to \$49,999.99 – If the County is purchasing goods or services costing at least \$7,500.00 but less than \$49,999.99, the county must solicit vendors/contractors by fax, internet or email to supply the particular goods or services. In the procurement of these goods or services, the county must provide written documentation of the price quoted from *at least* two (2) vendors/contractors. This documentation must be attached to the purchase requisition and a Purchase Order issued prior to the order being placed. Purchasing will notify the requesting department and seek other quotes if the vendor/contractor is debarred or owes Ellis County taxes. Purchasing will confirm if the goods or services are on annual contract. Purchasing will change vendor/contractor if a contract exists for the requested goods or services. Purchasing verifies the purchase is the “best value” for the County.

*Items A & B above are subject to audit and these quotes will be written down and the documentation kept by the County. Written quotations from the vendors/contractors must be attached to the purchase requisition and approved by Purchasing prior to the purchase. These documents will become part of the permanent record for retention. Requisitions will be rejected if proper documentation is not attached.*

2.5



940-329-8270 • [www.bmy-cpa.com](http://www.bmy-cpa.com)

July 6, 2020

To the Purchasing and Contracting Department  
Ellis County, Texas  
101 W. Main Street, Suite 203  
Waxahachie, TX 75165

We are pleased to present the following dollar cost bid for an audit of the financial statements of Ellis County for the years ending September 30, 2020, 2021, and 2022. Our estimates for the auditing services are presented on the following page. The estimated fees are computed on the assumption that we do not encounter extraordinary circumstances that would cause a material extension of normal auditing procedures. If such circumstances arose, we would discuss problems before performing significant additional time or procedures. BMY recognizes that its most important product is prompt and effective service of the highest quality. All our efforts are directed toward achieving that goal. We believe we can serve the County to its complete satisfaction.

Invoices for the proposed engagements would be rendered each month as work progresses and are payable on presentation (within 90 days).

The individual signing this dollar cost bid entitled to represent BMY, empowered to submit the bid, and authorized to sign a contract with Ellis County.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kimberly Knox-Lewis', is written over a light blue horizontal line.

Kimberly Knox-Lewis, CPA  
Assurance Partner

**Dollar Cost Bid Prepared For  
Ellis County, Texas**

Ellis County Audit			
Year	Financial	Additional	Total
	Statement Audit	Federal	
	Not-to-Exceed	Single Audit	
	Amount	(if applicable)	
2020	\$ 38,500	\$ 8,500	\$ 47,000
2021	38,500	8,500	\$ 47,000
2022	39,700	8,750	\$ 48,450

Ellis County Juvenile Probation Audit		Ellis County Community Supervision and Corrections Audit	
Year	Financial	Year	Financial
	Statement Audit		Statement Audit
	Not-to-Exceed		Not-to-Exceed
	Amount		Amount
2020	\$ 4,500	2020	\$ 6,500
2021	4,500	2021	6,500
2022	4,650	2022	6,700

Contract Number RFP-2020-009  
 Contract Name Professional Audit Services  
 Date Tuesday, July 7, 2020

Evaluation Criteria	Whitley Penn						BMY					
	TAP	E1	E2	E3	Avg.	Pts	E1	E2	E3	Avg.	Pts	
1.1 The audit Firm is independent and licensed to practice in Texas		5	5	5	5.00	15.00	5	5	5	5.00	15.00	
1.2 The Firm has no conflict of interest with regard to any other work performed by the Firm for the County		5	5	5	5.00	15.00	5	5	5	5.00	15.00	
1.3 The Firm adheres to the instructions in this RFP on preparing and submitting the proposal, and clearly states the understanding of the work to be performed, including scheduling, completeness and thoroughness of the technical data and documentation		5	5	5	5.00	15.00	5	5	5	5.00	15.00	
1.4 The Firm submits a copy of its last external quality control review report, and the Firm has a record of quality audit work		5	5	5	5.00	15.00	5	5	5	5.00	15.00	
1.5 The Firm must be able to generate a draft of the Community Supervision and Corrections Department (CSCD) audit report fifteen days before the audit due date for review and a final report two days before the State CSCD due date		1	5	5	3.67	11.00	5	5	0	3.33	10.00	
1.6 The Firm must be able to generate a draft of the Texas Juvenile Justice Department (TJJD) audit report fifteen days before the audit due date for review and a final report two days before the State TJJD due date		1	5	5	3.67	11.00	5	5	0	3.33	10.00	
1.7 The Firm must be able to generate a draft of the Comprehensive Annual Financial Report (CAFR) and related Single Audit (when applicable) by March 15 of the following year being audited, to ensure time for review, a final report will then be due two days prior to the due dates		1	5	5	3.67	11.00	5	5	0	3.33	10.00	
1.8 The Firm must be familiar with GFOA reporting standards and be capable of assisting and generating a GFOA Award level CAFR		6	5	5	5.33	16.00	7	5	5	5.67	17.00	
<b>Sub-Total Points Section 1.0</b>	<b>30</b>					<b>13.63</b>					<b>13.38</b>	
2.1 Expertise and Experience		10	8	6	8.00	32.00	10	8	5	7.67	30.67	
2.2 Audit Approach		7	9	5	7.00	28.00	8	8	5	7.00	26.00	
2.3 Proposal Thoroughness		8	8	5	7.00	28.00	8	7	3	6.00	24.00	
<b>Sub-Total Points Section 2.0</b>	<b>40</b>					<b>29.33</b>					<b>27.56</b>	
3.0 Total Evaluated Price		0	0	0	0.00	0.00	10	10	10	10.00	10.00	
<b>Sub-Total Points Section 3.0</b>	<b>10</b>					<b>0.00</b>					<b>10.00</b>	
4.0 Commitment to Governmental Accounting and Auditing		10	8	10	9.33	9.33	10	8	10	9.33	9.33	
<b>Sub-Total Points Section 4.0</b>	<b>20</b>					<b>9.33</b>					<b>9.33</b>	
<b>Total Points Earned</b>	<b>100</b>					<b>52.29</b>					<b>60.26</b>	

**RFP-2020-009 – Contract For  
Professional Audit Services**

**STATE OF TEXAS}**  
**COUNTY OF ELLIS}**

Agenda Item# \_\_\_\_\_  
Date: \_\_\_\_\_

**WHEREAS**, the proposal package **RFP-2020-009** including the **Cover Sheet, Instructions, Specifications, and Proposal Sheet(s)** for the item(s) being published for competitive proposal, were solicited pursuant to Texas Local Government Code 262.021; and

**WHEREAS**, The Ellis County Commissioners Court as the governing body of Ellis County did on \_\_\_\_\_ award a contract to Boucher, Morgan and Young, a P.C., for **RFP-2020-009** in quantities and at prices as set forth in the proposal package; and

**THEREFORE**, know all men by these present, that this contract is entered into by Ellis County, hereinafter called (“COUNTY”) and the undersigned Vendor, hereinafter called (“VENDOR”).

**THAT IN ACCORDANCE** with proposal package **RFP-2020-009** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

**Texas Law to Apply**

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas.

**Prior Agreements Superseded**

This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

**Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

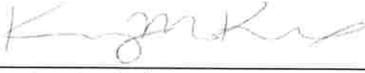
The initial contract period for **Professional Audit Services for Ellis County, Texas** shall be for the period from July 14, 2020 and expiring on June 13, 2023.

**IN TESTIMONY WHEREOF:** Witness our hands at Waxahachie, Texas, effective as of the date awarded,

**Date signed:** \_\_\_\_\_

**VENDOR**

**ELLIS COUNTY**

By:   
\_\_\_\_\_  
**Authorized Agent**

By: \_\_\_\_\_  
**Todd Little, County Judge**  
**Ellis County, Texas**

**Attest:** \_\_\_\_\_  
**County Clerk**  
**Ellis County, TX**

3.5

## BUREAU ACCOUNT SETUP FORM

(Hereafter, Agency is referred to as Bureau)

To better serve you, please complete the following questions to the best of your knowledge. If you need assistance completing this form, you may contact your sales representative or a member of our Account Executive Team at (866)539-2020.

### 1. BUREAU LOCATION

Federal Tax ID: <b>75-6000935</b>	Bureau Name: <b>Ellis County Clerk</b>		
Physical Address (No PO Boxes): <b>109 S. Jackson St.</b>	City/State: <b>Waxahachie, Texas</b>	Zip: <b>75165</b>	
Phone: <b>972-825-5070</b>	Fax: <b>972-825-5075</b>		
City Website: <b>www.co.ellis.tx.us</b>	Current Payment Website:		

### 2. BUREAU CONTACT INFORMATION

User Administrator (First & Last Name): <b>Tina Chambers</b>	Title: <b>Asst. County Clerk</b>	Phone: <b>972-825-5080</b>	Email: <b>tina.chambers@co.ellis.tx.us</b>
Notices & Changes (First & Last Name): <b>Tina Chambers</b>	Title: <b>Asst. County Clerk</b>	Phone: <b>972-825-5080</b>	Email: <b>tina.chambers@co.ellis.tx.us</b>
Chargebacks (First & Last Name): <b>Tina Chambers</b>	Title: <b>Asst. County Clerk</b>	Phone: <b>972-825-5080</b>	Email: <b>tina.chambers@co.ellis.tx.us</b>

### 3. BUREAU TYPE AND COLLECTED VOLUMES – PLEASE PROVIDE CUMULATIVE VOLUMES FOR ALL BUREAU TYPES SELECTED BELOW

Tax: <input type="checkbox"/> CNT <input type="checkbox"/> WEB	Motor Vehicle: <input type="checkbox"/> CNT <input type="checkbox"/> WEB	Court/Clerk: <input type="checkbox"/> CNT <input checked="" type="checkbox"/> WEB	
Utility: <input type="checkbox"/> CNT <input type="checkbox"/> WEB	Justice of the Peace: <input type="checkbox"/> CNT <input type="checkbox"/> WEB	Other (Please describe): <input type="checkbox"/> CNT <input type="checkbox"/> WEB	
Average Ticket Size: \$	High Ticket Size: \$	Average Monthly Volume: \$	High Monthly Volume: \$
Annual Volume: <input type="checkbox"/> Credit Card <input type="checkbox"/> Gross Collections (Cash, Check and Credit Card) \$		# of Payment Stations:	Payment Acceptance Hours:
If available, please provide previous processing statements detailing your current processing volumes.			

### 4. PAYMENT ACCEPTANCE – AVAILABLE OPTIONS

<p>IVR System – English/Spanish Telephone Payments</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>* If nothing is selected, the Bureau will be enabled for the IVR System</p>	<p>WEB – Online Payments</p> <p>Please provide the location where consumer payments will originate. If your website is hosted, please contact your provider and obtain the re-direct link, and we will publish the link to our consumer website so that all payments may be completed and posted through your hosted site.</p> <p><input type="checkbox"/> Certified Payments Consumer Website <a href="http://www.certifiedpayments.net">http://www.certifiedpayments.net</a></p> <p><input checked="" type="checkbox"/> Bureau Website <a href="http://www.co.ellis.tx.us/74/County-Clerk">http://www.co.ellis.tx.us/74/County-Clerk</a></p> <p><input type="checkbox"/> Other Website <a href="http://www._____">http://www._____</a></p>
--	--

**5. CERTIFIED PAYMENTS CONSUMER WEBSITE AND PAYMENT CUSTOMIZATION**

Certified Payments has the ability to customize our consumer website so that it will collect detailed payment information specific to each Bureau's needs. If you accept multiple types of payments, we can customize your Bureau's setup with a drop down menu, which will contain a list of options for the consumer to select when making a payment. These options will assist the Bureau in accounting for different payment types and applying payments appropriately within the Bureau's systems. Following is an example of what those drop down options may look like.

**PAYMENT AMOUNT**

Please enter the amount that you wish to pay the bureau in the box provided.

Payment Amount	Reference Number
Payment Amount	Reference Number
<input type="button" value="Add Another Payment"/>	

Select the method you would like to use to submit this payment.

Payment Method  Credit Card

Card Type

Payment Type

Court Cost/Fine

Search Fee

Copy Fee

Birth/Death Certificate

Using the example above, please provide your list of Payment Types and Reference Number Descriptor, and we will customize your Bureau information accordingly.

<p>Payment Type (e.g. Property Taxes, Vehicle Taxes, Vehicle Registration, etc.):</p> <p><u>Court Cost/Fine/Reimbursement Fees</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Reference Number (e.g. Case #, Cause #, Ticket #, VIN #, etc.):</p> <p><u>Cause #</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
--	--

Additional space provided at the end of the document.

**6. INTEGRATION AND DATA MANAGEMENT**

Please provide information for any 3<sup>rd</sup> party software company (the application name and the version) utilized for account management and payment. If integration is required between this 3<sup>rd</sup> party software company and Certified Payments, please provide the point of contact for this vendor.

Software Vendor Name:	Technical Contact (First & Last Name):
Phone:	Email:

**7. EQUIPMENT DEPLOYMENT AND INSTALLATION**

Shipping Address (If different from above):	City/State:	Zip:
Administrative-level Technical Contact is required for EMV Equipment Installations		
Technical Contact (First & Last Name):	Phone:	
Email:	Preferred Method and Time of Contact:	
<p>Utilizing Certified Payments' EMV solution requires you meet the following minimum technical requirements. Please confirm with your IT Department that your PC's meet these requirements and acknowledge accordingly by checking the boxes below.</p> <p> <input type="checkbox"/> Windows 7, Windows 8 or Windows 10  <input type="checkbox"/> USB Port for powering the EMV Reader  <input type="checkbox"/> Latest version of Internet Explorer, Firefox, or Chrome internet browsers  <input type="checkbox"/> EMV Solution cannot be installed on RTS Work Stations (TX ONLY), must be a stand-alone  <input type="checkbox"/> PC Firewall must be updated to accept and allow the URL <a href="https://emvs.first-american.net/api/EMV/AuthRequest:9999">https://emvs.first-american.net/api/EMV/AuthRequest:9999</a> </p>		

**8. BUREAU BANKING INFORMATION – CREDIT CARD ACCOUNT**

The undersigned authority authorizes Certified Payments to deposit ACH credits and withdraw ACH debits or initiate wire transfers for the payment of settlements due to and from the Agency listed below and provides and confirms the following Agency Bank Account for such purposes:

Bank Name:	Bank Contact Name:	Bank Phone/Email:
Bank Address:	Bank City/State:	Bank Zip Code:
Bank Routing Number:	Agency's Bank Account/DDA Number:	
Name as it appears on Agency Bank Account:	Date Bank Account Opened:	

\*PLEASE PROVIDE A COPY OF A VOIDED CHECK/BANK LETTER (MUST BE ON BANK LETTERHEAD) ON THE ABOVE-REFERENCED BANK ACCOUNT\*

AGENCY'S ACCEPTANCE:

By: \_\_\_\_\_  
 Agency Signature

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

CERTIFIED PAYMENT'S ACCEPTANCE:

By: \_\_\_\_\_  
 Authorized Representative

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



3.6



A CRH COMPANY

Texas Materials Group, Inc.  
420 Decker Drive, Suite 200  
Irving, TX 75062  
Phone: (214) 741-3531

**PROPOSAL AND CONTRACT**  
(Ellis County Contract)

To: Ellis County PCT. 2

Effective Date: June 25th, 2020

Texas Materials Group, Inc., TexasBit, offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Ellis County Contract.

Description of Work and Price: Place hot mix asphalt paving @ approximately 220 lbs/sy

<u>Location</u>	<u>Limits</u>	<u>Mob</u>	<u>SY's</u>	<u>Unit Price (per SY)</u>	<u>Approx. Total</u>
Chisholm Trail			8,918	\$13.76	\$122,711.68

\$122,711.68

\*"See Attached Sheet"

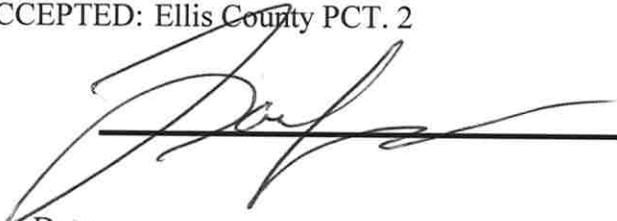
Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by TexasBit.

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

TEXASBIT, INC.

ACCEPTED: Ellis County PCT. 2

W. L. Warner  
Account Manager  
214-926-9072  
William.Warner@Texasbit.com

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



5.1

Texas Department of Transportation  
125 E 11th Street  
Austin Texas 78701

USPS CERTIFIED MAIL



9214 8901 9403 8314 4713 45

RECEIVED

JUN 29 2020

COUNTY JUDGE

HONORABLE TODD B LITTLE  
ELLIS COUNTY  
101 W MAIN ST  
WAXAHACHIE TX 75165-0405





125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

June 24, 2020

CERTIFIED MAIL

THE HONORABLE TODD B LITTLE  
ELLIS COUNTY  
101 W MAIN ST  
WAXAHACHIE, TX 75165-0405

RE: COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM – NOTICE OF ELIGIBLE GRANT AWARD

TOTAL ELIGIBLE GRANT AWARD: \$162,703

Dear Judge Little:

The Texas Department of Transportation (TxDOT or Department) received your county's application for a grant under the COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM (Program). The Department has finalized its review of all applications and has calculated all applicant counties' eligible grant awards.

Pursuant to Title 43 Texas Administrative (TAC) Code §15.190, this NOTICE OF ELIGIBLE GRANT AWARD is being sent to inform your county that its total eligible grant award as calculated by TxDOT in accordance with the Department rules is \$162,703 .

Before receiving any allowable reimbursements from the eligible grant amount, your county must enter into an agreement with the Department. Enclosed as part of the Program Implementation Procedures guidance document is a copy of the agreement your county will be required to execute before the county can receive any allowable reimbursements. All documents and instructions concerning the procedures for executing the agreement and returning the documents to TxDOT can be found on the County Transportation Infrastructure Fund Grant Program web page at:

<http://www.txdot.gov/government/funding/county-fund.html>.

If you have any questions please contact your local TxDOT district representative designated for this program, which can be found enclosed in this packet or on the website.

Sincerely,

James M. Bass  
Executive Director

OUR VALUES: *People • Accountability • Trust • Honesty*  
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer

ENCLOSURES

CC: Texas Transportation Commission  
Marc D. Williams, P.E., Deputy Executive Director, TxDOT  
Mary Anne Griss, Chief of Staff, TxDOT  
Bill Hale P.E., Chief Engineer, TxDOT  
Brian R. Barth P.E., Director of Project Planning and Development, TxDOT  
Quincy D. Allen P.E., Director of District Operations, TxDOT  
Trent W. Thomas, State Legislative Affairs, TxDOT  
John C. Jameson, Transportation Programs Division, TxDOT



2020 Program Call

# County Transportation Infrastructure Fund Grant Program Implementation Procedures

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April 27, 2020

**POST-AWARD AGREEMENT AND IMPLEMENTATION PROCEDURES**  
**County Transportation Infrastructure Fund Grant Program**

The County Transportation Infrastructure Program must be performed in accordance with all applicable laws, rules and regulations. The Post-Award Agreement and Implementation Procedures were developed to assist each county and TxDOT in achieving full compliance while keeping project development and administration activities at reasonable levels of effort. It is each party's responsibility to fulfill all of its respective obligations under the applicable laws, rules and regulations. Many of the requirements are contained in the Texas Uniform Grant Management Standards, the Texas Transportation Code and the Texas Administrative Code.

**Synopsis of Applicable Requirements**

Some of the relevant requirements in the laws, rules and regulations are listed below. This list is for informational purposes and is not intended to be all inclusive.

**Texas Transportation Code, Chapter 256, Subchapter C:**

"Transportation infrastructure project" means the planning for, administration of, construction of, reconstruction of or maintenance of transportation infrastructure, including roads, bridges and culverts, intended to alleviate degradation caused by the exploration, development or production of oil or gas.

A county that makes a second or subsequent application for a grant from the department under this program must certify all previous grants are being spent in accordance with the previously submitted plan and must provide an accounting of how previous grants were spent, including any amounts spent on administrative costs.

**Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter I –  
Texas Uniform Grant Management Standards (UGMS):**

State agencies are required to adhere to the UGMS when administering grants and other financial assistance agreements with cities, counties and other political subdivisions of the state.

A state agency must expend and account for grant funds in accordance with state laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the state, as well as its subgrantees, must be sufficient to:

- (1) Permit preparation of reports required by the UGMS and the statutes authorizing the grant; and
- (2) Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

OMB Circular A-87 applies.

An awarding agency (TxDOT) may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

Grantees or subgrantees must obtain the prior approval of the awarding agency whenever there is any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).

No construction is allowed without the prior written approval of the awarding agency (TxDOT).

The standards set forth in the State of Texas Single Audit Circular shall be applied by all state agencies to non-state entities.

The recipient or subrecipient shall maintain internal control over state programs that provides reasonable assurance the auditee is managing state awards in compliance with laws, regulations and the provisions of contracts or grant agreements that could have a material effect on each of its state programs.

State awarding agency (TxDOT) shall monitor the activities of recipients as necessary to ensure state awards are used for authorized purposes in compliance with laws, regulations and the provision of contracts or grant agreements and performance goals are achieved.

**Texas Administrative Code, Title 43, Part 1, Chapter 15, Subchapter 0:**

Before receiving a grant from the County Transportation Infrastructure Fund (Fund), a county must enter into an agreement with the department (TxDOT) that includes a commitment by the county to:

- (1) place the transportation infrastructure project on the county road system, if it is a county road not already on the system;
- (2) expend grant money received only on allowable costs;
- (3) comply with all applicable federal, state and local environmental laws and regulations and permitting requirements;
- (4) maintain the road after completion of the proposed work, if it is a county road; and
- (5) contribute to TxDOT for each transportation infrastructure project located on the state highway system, from the amount awarded to the county from the Fund and the county's matching funds, if applicable, an amount equal to the allowable costs incurred by TxDOT for that project.

Any amendment to the agreement must be in writing and executed jointly by the TxDOT executive director and the county.

A county may add a transportation infrastructure project to the prioritized list, or a project on the list may be moved forward or backward in priority, if the county submits to TxDOT the requested revision (containing required information for any added project).

A county may receive money from the Fund only as reimbursement of allowable costs related to the transportation infrastructure projects. Allowable costs are necessary project-related expenditures including project planning, right-of-way acquisition, engineering and design activities, environmental clearance, procurement activities for consultants and contractors, construction and maintenance work, and project management including preparation of reimbursement documents to TxDOT.

The county must request reimbursement using the forms and procedures specified by TxDOT. Upon the request of a county, TxDOT will make intermediate reimbursements not more often than monthly.

Reimbursement will be made in accordance with generally accepted cost accounting practices on the basis of direct and related indirect costs incurred after TxDOT makes the grant award.

All county cost records and accounts relating to a project receiving money from the Fund are subject to audit by representatives of TxDOT and other entities of the state of Texas and, if applicable, the federal government, for a period of three years after the date that final payment is received by the county.

Within 60 days after the date of completion of a listed transportation infrastructure project, a county receiving a grant from the Fund must submit a written certification that it has complied with the requirements of this subchapter, including a certification that the project has been constructed in accordance with the applicable

requirements. The certification must describe the allowable costs for the project and the amount reimbursed from the Fund.

If allocated funds remain after reimbursement of all of a county's listed transportation infrastructure projects, the county may use the unexpended balance for any transportation project in the county if, within one year after the date of submission of the written certification, the county submits in writing to TxDOT a proposed amendment to the agreement identifying the additional project and containing the required information for that project, and TxDOT and the county execute the proposed amendment.

If a county commences performance on a transportation infrastructure project but fails to complete the project, TxDOT may seek reimbursement of all grant money received by the county for that project.

## **Program Procedures**

### **Agreement**

Attached to these implementation procedures is a sample County Transportation Infrastructure Fund Grant Agreement. This is the standard agreement that will need to be executed by TxDOT and each county receiving a grant award.

### **List of Transportation Infrastructure Projects**

Upon receipt of notice of funding award from TxDOT, each county is responsible to review the list of projects submitted with its application and create a List of Transportation Infrastructure Projects. This list will prioritize the projects to be performed with the estimated cost matching the amount of award from TxDOT. This list is to be provided to TxDOT within 30 days of execution of the agreement. It will include an estimated month and year for starting construction and completing construction and the estimated project cost for each funded project. The priority, month or year for construction of each project can be modified at any time by the county and submitted to TxDOT as an updated List of Transportation Infrastructure Projects. Projects can also be added or deleted by updates to the List of Transportation Infrastructure Projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the original application. Any update to a List of Transportation Infrastructure Projects will require written concurrence from TxDOT.

Updates are required at least semi-annually to allow TxDOT to monitor the county's progress toward completing all projects in accordance with the program rules and terms of the agreement. If the List of Transportation Infrastructure Projects remains unchanged from the most recent, previously submitted List of Transportation Infrastructure Projects, the county may submit a statement of no material change to the previous version.

### **Certification Forms**

TxDOT developed standard certification forms to simplify county reporting requirements to TxDOT. Attached to these implementation procedures are three certification forms. Each is based upon the time during project development that the certifications are required.

Certification Form 1 identifies items the county must certify to TxDOT within 30 days after execution of the agreement with TxDOT. This includes:

- Designation of who is authorized to sign project-related documents on behalf of the county;
- Certification that the county has adopted design standards, specifications and quality assurance requirements for projects to be performed under this program;
- The initial List of Transportation Infrastructure Projects; and
- Certification that reimbursement requests will be prepared following generally accepted cost account practices and the Texas Uniform Grant Management Standards.

Certification Form 1 is also formatted to be used as a transmittal form for:

- Reimbursement requests;
- Schedule updates; and
- Statement of no material change to previously submitted schedule.

Certification Form 2 includes certifications that must be provided prior to the county starting construction on each individual project identified on its List of Transportation Infrastructure Projects. These certifications include:

- Acquisition of right of way and real property acquisition;
- Relocation of utilities;
- Environmental permitting and regulatory issues;
- Compliance with Texas Accessibility Standards and ADA;
- Material testing;
- For county-performed work:
  - Self-performed design;
  - Self-performed construction;
- For contracted work:
  - Selection of engineering, architectural and surveying consultants;
  - Construction documents;
  - Advertisement for construction work; and
  - Construction contract procurement.

Certification Form 3 includes certifications that must be provided upon completion of construction on each individual project. Within 30 days of project acceptance, the county must provide:

- Documentation of construction acceptance by the county.

Within 60 days of project acceptance the county must provide:

- Certification project is on the county road system and commitment to maintenance;
- Environmental compliance;
- Compliance with Texas Accessibility Standards and ADA;
- Historically Underutilized Business (HUB) program requirements;
- Compliance with laws;
- Certification of completion;
- Project documentation/records;
- For county-performed work:
  - Compliance with standards;
- For contracted work:
  - Registered professional engineer certification; and
  - Construction contract procurement.

Further information on each item is provided on the certification forms. The intent of the forms is to allow the counties to certify to TxDOT that they are in compliance with the required laws, rules and regulations as an alternative to TxDOT needing to provide interim reviews of project records and documentation throughout performance of each individual project. All county cost records and accounts relating to a project receiving money from the Fund are still subject to audit by representatives of TxDOT and other entities of the state of Texas and, if applicable, the federal government, for a period of three years after the date that final payment is received by the county.

### **Approval to Commence Construction**

The UGMS states, "No construction is allowed without the prior written approval of the awarding agency." Attached is the TxDOT Approval to Commence Construction form. Upon verification of receipt of each of the county certifications included on Certification Form 2 for each individual project, an authorized representative for TxDOT will be able to approve the county to begin construction on that project.

### **Invoicing/Reimbursement Requests**

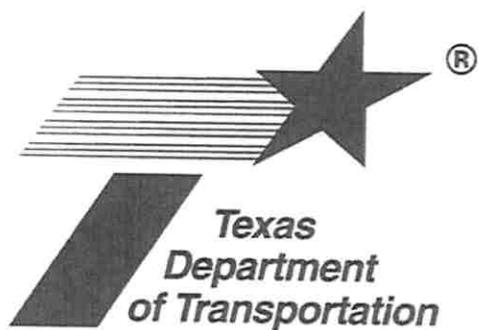
Counties are allowed to submit reimbursement requests no more frequently than once per month. Counties are not required to submit invoices on a monthly basis but are strongly encouraged to submit reimbursement requests each month work is performed. This will facilitate efficient TxDOT review of requests and verification of work performed. Attached are the following reimbursement request forms:

- Invoice;
- Project Billing Summary Sheet; and
- Individual Project Billing Summary Sheet.

These forms should be included in each reimbursement request to standardize the submittal and approval process. An Individual Project Billing Summary Sheet should be completed for work performed on each individual project during the billing period. Copies of all paid consultant or contractor invoices and/or force account documentation for the individual project should be attached behind the summary sheet. The information from each Individual Project Billing Summary Sheet should be entered on a single line on the Project Billing Summary Sheet. When information from all individual projects on the current reimbursement request are listed on the Project Billing Summary Sheet, its total should be entered on the Project Expenses line on the Invoice.

By signing the Invoice form, the county representative is certifying that all costs submitted with that invoice have been paid, are eligible and allowable, and have not previously been reimbursed to the county. During the reimbursement request process, the county is not required to provide any other proof of payment than its county representative's signature on the Invoice. However, during project audits the county is expected to provide records documenting that payments for billed expenses were made prior to reimbursement submission. Eligibility, allowability and confirmation that invoiced costs were not previously reimbursed are also subject to verification during audit.

The program rules require TxDOT to pay the county within 30 days of receiving an acceptable invoice. In order to assure this is accomplished, counties are encouraged to thoroughly review their proposed reimbursement requests prior to submittal to ensure they are complete and accurate. Since there are numerous demands on TxDOT district resources distributed throughout the month and, in some districts, there will be a dozen or more counties participating in the program, it is essential to create a consistent and efficient process for receipt of invoices, verification of work performed and review/approval of invoices. To accomplish this, all counties should submit their invoices/reimbursement requests to their designated TxDOT representative between the 15<sup>th</sup> and 25<sup>th</sup> day of the month for work performed during the previous billing period. If an invoice is received outside of this submittal window, it will be held until the 15<sup>th</sup> of the next month.



2020 Program Call

# County Transportation Infrastructure Fund Grant Program Agreement

April 27, 2020

Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF TRAVIS §

**COUNTY TRANSPORTATION  
INFRASTRUCTURE FUND GRANT AGREEMENT**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and \_\_\_\_\_ County, acting by and through its duly authorized officials, called the "County."

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapter 256, Subchapter C allows for the Texas Department of Transportation to make grants to counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and

**WHEREAS**, The County has submitted its application for the Grant funding from the State and its application was approved; and

**WHEREAS**, state law requires counties to meet certain contract standards relating to the management and administration of State funds; and

**WHEREAS**, the Governing Body of the County has approved entering into this agreement by resolution or ordinance which is attached to and made a part of this agreement as Attachment A; and

**NOW THEREFORE**, the State and the County agree as follows:

**AGREEMENT**

- 1. Agreement Period.** This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Projects are completed or unless terminated as provided below.
- 2. Scope of Work.** The County shall complete the transportation infrastructure projects as proposed in its List of Transportation Infrastructure Projects defined in 3. below. The County shall place the transportation infrastructure projects on the county road system.
- 3. List of Transportation Infrastructure Projects.** The County is responsible to review the list of projects listed on its previously submitted application for a grant from the fund and create a List of Transportation Infrastructure Projects prioritizing its choice of projects which can be performed with the grant amount awarded to the County by the State. Within thirty calendar days after final execution of this agreement, the County shall submit to the State this List of Transportation Infrastructure Projects (in a format specified by the State). This List of Transportation Infrastructure Projects shall include an estimated month and year of starting construction and completing construction for each funded project including the estimated project cost for each project. During the term of this agreement, updates to the List of Transportation Infrastructure Projects may be made by the County. Updates can include changes in priority, changes in estimated cost, changes in month or year of starting or

Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

completing construction, or adding or deleting projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the application for a grant from the fund. Updated List of Transportation Infrastructure Projects or a statement of no material change to the previously submitted list shall be submitted to the State no less than semi-annually. Any update to the List of Transportation Infrastructure Projects requires written concurrence from the State to the County.

**4. Project Sources, Uses of Funds, and Reimbursement.**

- a. The State has authorized the total amount of grant award from the fund as shown in Attachment B, Amount of Grant Award and Funding Commitments, which is attached to this agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment B. The State will reimburse only for allowable project costs for this program in accordance with 43 TAC § 15.192. The County must be in compliance with the requirements of this agreement to receive reimbursement of project costs.
- b. The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, the State will reimburse the County.
- c. The County shall not commence construction of a funded transportation infrastructure project prior to receipt of written approval from the State in accordance with procedures defined by the State.
- d. If the County commences performance on a transportation infrastructure project but fails to complete the project, the State may seek reimbursement of all money received by the County for that individual transportation infrastructure project.
- e. For each transportation infrastructure project located on the State highway system, the County shall contribute to the State (from the amount awarded to the County from the fund and the County's matching funds) an amount equal to the allowable costs incurred by the State for that project, such as inspection of the project and any other indirect State costs.
- f. The County may submit in writing to the State a proposed amendment during the term of this agreement changing the order of projects on its List of Transportation Infrastructure Projects or identifying additional project(s) or extended limits on an approved project that contains all information required by rule for that project. If funds are available within the amount awarded to the County, the State may execute the proposed amendment allowing the County to use the available funds in the revised order, for the additional project(s), or for extended limits on an approved project in the County.
- g. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit

Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**5. Project Responsibilities.** The County is responsible for all aspects of the work constituting this Project or projects appearing on the list provided by the County unless otherwise indicated in this agreement. In order to obtain reimbursement for eligible expenses from the State, the County shall certify to the State in accordance with procedures defined by the State that it has complied with all program requirements and applicable federal, state, and local laws and regulations.

**6. Final Inspection.** The County shall perform final inspection and acceptance of each transportation infrastructure project when it is complete. The County shall send a copy of a document evidencing inspection and acceptance of the project to the State within thirty days after the inspection is completed.

**7. Right of Way and Real Property Acquisition.** The County shall comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601et seq.

**8. Suspension.** If the State determines that the County has not been complying with 43, TAC, Part I, Chapter 15, Subchapter O, the State may prohibit the County from continuing with all projects on the List of Transportation Infrastructure Projects until the County complies.

**9. Termination of this Agreement.** This agreement shall remain in effect until the transportation infrastructure projects identified in the most current List of Transportation Infrastructure Projects with concurrence from the State are completed and accepted by all parties, or:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated because the County has breached the agreement for Failure to Comply, as stated in Paragraph 16; or
- c. a period of five years has passed since the anniversary date of the grant award to the County.

**10. Environmental Permitting and Regulatory Issues.**

- a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
- b. The County is responsible for coordination and environmental clearance.
- c. The County is responsible for identification and assessment of any environmental problems associated with the project(s) and for the cost of any environmental problem's mitigation and remediation.
- d. The County is responsible for providing any required public meetings or public hearings for assessing and mitigating environmental issues.
- e. The County shall provide the State with written certification by a qualified professional that all identified environmental problems have been remediated and that all required permits and clearances from appropriate regulatory agencies have been obtained.

**11. Compliance with Texas Accessibility Standards and ADA.** The County shall ensure that the plans for and the construction of the transportation infrastructure projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Texas Government Code, Chapter

Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

469, Elimination of Architectural Barriers. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.). The County shall provide written certification to the State of compliance, or non-applicability, for each transportation infrastructure project.

**12. Project Maintenance.** The County shall maintain any roadway on the County system constructed under this Agreement after completion of the proposed work.

**13. Historically Underutilized Business (HUB) Program Requirements.** The County shall comply with all applicable requirements of the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program.

**14. Grant Management Standards.** The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 34 TAC Part 1, Chapter 20, Subchapter I – Comptroller.

**15. Certification.**

Within sixty (60) days after the completion of a listed transportation infrastructure project, the County must submit a written certification to the State in accordance with procedures defined by the State that it has complied with the requirements for this grant awarded under 43 TAC, Part 1, Chapter 15, Subchapter O, including a certification that the project has been constructed in accordance with all applicable requirements, laws, rules and requirements. The Certification must describe the allowable costs for the project and the amount reimbursed from the fund.

**16. Failure to Comply.**

- a. If the State determines that the County has not complied with one or more material requirements of the grant rules, the State may prohibit the County from participating in the program.
- b. The prohibition from participating may continue until the State determines that the County has complied with all material requirement of the applicable rule.
- c. The State may remove the County's project or projects from participation in the program if the project(s) is not let or begun as force account work within three years of the execution of this agreement or within another reasonable period agreed to by the State and the County.
- d. Prior to exercising any remedies above or the remedy regarding reimbursement in 4.d., the State will provide a written notice to the County identifying the applicable requirement and specifying the failure to comply.
- e. The County may respond in writing to the State with a reasonable schedule for the County's timely compliance with the applicable requirement, or if compliance is not practical, with an alternative proposal that is acceptable to the State. Should the County fail to deliver an acceptable response to the State within thirty days after the date that the County received the notice, the State may proceed with the applicable remedies allowed by rule.

**17. Amendments.** An amendment to this agreement must be in writing and executed jointly by the State and the County.

Contract # \_\_\_\_\_  
 District # \_\_\_\_\_  
 Code Chart 64 # \_\_\_\_\_  
 Project: \_\_\_\_\_

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

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

County:	State:
_____	<u>Texas Department of Transportation</u>
_____	<u>Director – Contract Services</u>
_____	<u>125 E. 11<sup>th</sup> Street</u>
_____	<u>Austin, Texas 78701-2483</u>

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

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

**21. Responsibilities of the Parties.**

- a. The State and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the County agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the County, its contractors, subcontractors, agents and employees, and from any claims or amounts arising or recovered under the Workers' Compensation Laws; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.

Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

- d. ***The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting any claim or liabilities which may be imposed on the State as a result of activities by the County, its agents, or employees.***
- e. ***Should the County's transportation infrastructure project require the County or its contractor to perform any work on State right of way, the County, by contract, shall require each:*** (1) contractor and subcontractor it may hire to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) ***contractor it may hire to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under a contract to do work.***
- f. If at any time after the award of funding to the County for any approved infrastructure project the County receives other funding for the work or uses other County funding for the work, the County shall notify the State of that fact within 45 days after becoming aware of the new funding. The State may, in its discretion, reduce the amount of the grant award to the County by the amount received from the other source.

**22. Ownership of Documents.** Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the County shall be made available to the State upon request by the State. The originals shall remain the property of the County.

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

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

**25. Retention of Records and Inspection.** The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make those materials available to the State or its duly authorized representatives for verification, review, and inspection at its office during the contract period and for seven years from the date the final payment is received by the County or until any impending litigation or claims are resolved.

Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

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

**Each party is signing this agreement on the date stated under that party's signature.**

**THE COUNTY**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

**ATTACHMENT A**  
**Resolution or Ordinance**

Contract # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

## ATTACHMENT B

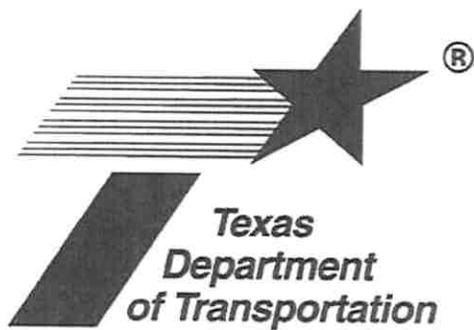
### Amount of Grant Award and Funding Commitments

County of: \_\_\_\_\_

Amount of Grant Funds Awarded by State: \$ \_\_\_\_\_

Minimum amount of County Matching Funds\*: \$ \_\_\_\_\_

\* The State Share will be 90% for those counties determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 10% county matching funds. The State Share will be 80% for those counties not determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.



2020 Program Call

# County Transportation Infrastructure Fund Grant Program County Certification Forms

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April 27, 2020

County Name \_\_\_\_\_

**County Transportation Infrastructure Fund Grant Program – 2020 Program Call  
CERTIFICATION FORM 1**

By submitting this form, signed and dated by an authorized representative of the county, the county certifies to TxDOT each item indicated below.

Please mark the appropriate certification block(s) below, sign and date the form, include attachments as noted and deliver to TxDOT's designated district representative.

**Within 30 Days after Execution of Grant Agreement with TxDOT**

- County Signature Authority** – County Commissioners Court has adopted the attached resolution authorizing county employee(s) signature authority for this program. (attach resolution)
- Define Design Criteria and Specifications** – County certifies design standards, specifications and quality assurance requirements have been adopted for projects under this program. (no attachment required)
- List of Transportation Infrastructure Projects** – County has developed the attached List of Transportation Infrastructure Projects for all projects to be performed with the funds awarded. (attach List of Transportation Infrastructure Projects)
- Reimbursement of Funds** – County certifies reimbursement requests under this program will be prepared following generally accepted cost accounting practices and the Texas Uniform Grant Management Standards. (no attachment required)

**Periodic Requirements**

*Reimbursement Requests (Monthly when charges occur):*

- Billing** – County shall submit billing statements including certification of work performed and copies of all paid invoices and/or force account documentation for eligible and not previously submitted expenses. (attach billing statement)

*Schedule Updates (No less than semi-annually):*

- List of Transportation Infrastructure Projects** – County has developed an update to the List of Transportation Infrastructure Projects for all projects reflecting the current estimated development timeline for all funded projects. (attach updated List of Transportation Infrastructure Projects)
- List of Transportation Infrastructure Projects** – There are no material changes to the most recently submitted List of Transportation Infrastructure Projects. (no attachment required)

County Authorized Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

County Authorized Representative Name \_\_\_\_\_ Title \_\_\_\_\_

*Counties are required to keep all program and project records related to the County Transportation Infrastructure Fund Grant Program for three years from its receipt of final payment from TxDOT.*

County Name \_\_\_\_\_

Project Name \_\_\_\_\_

**County Transportation Infrastructure Fund Grant Program – 2020 Program Call  
CERTIFICATION FORM 2**

By submitting this form, signed and dated by an authorized representative of the county, the county certifies to TxDOT each item indicated below.

Please mark the appropriate certification block(s) below, sign and date the form, include attachments as noted and deliver to TxDOT's designated district representative.

**Prior to Starting Construction on a Project**

- Acquisition of Right of Way and Real Property Acquisition** — County certifies it has all required right of way or has obtained all necessary right of entry for performance of this project. County also certifies all right of way acquired for this project since award of County Transportation Infrastructure Fund Grant has been in accordance with applicable requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A., Section 4601 et seq. (no attachment required)
- Relocation of Utilities** — County certifies all impacted utilities have been relocated and identified on the plans. (no attachment required)
- Environmental Permitting and Regulatory Issues** — County has obtained written certification by a qualified professional that an appropriate level of environmental investigation and analysis has been performed for this project, all identified environmental problems have been remediated, and all required permits and clearances from appropriate regulatory agencies have been obtained. (attach certification)
- Compliance with Texas Accessibility Standards and ADA** — County certifies the plans for the transportation infrastructure project are in compliance with applicable Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Texas Government Code, Chapter 469. TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act, Title 42 U.S.C., Section 12101 et seq. (no attachment required)
- Material Testing** — County certifies it will follow adopted quality assurance requirements during construction. (no attachment required)

**COUNTY-PERFORMED WORK**

- Self-performed Design** — County certifies no engineering, architectural or surveying consultants have been or will be used in performance of this project. (no attachment required)
- Self-performed Construction** — County certifies all maintenance and construction work on this project will be performed with county personnel and work will be performed in accordance with adopted design standards, specifications and quality assurance requirements. (no attachment required)

**CONTRACTED WORK**

- Selection of Engineering, Architectural and Surveying Consultants** — County certifies procurement of engineering, architectural and surveying consultants have followed and will follow applicable state qualifications-based selection procedures. (no attachment required)
- Construction Documents** — County has obtained written certification from a Texas Registered Professional Engineer that the construction documents were developed using the selected/adopted design criteria and specifications. (attach certification)
- Advertisement for Construction Work** — County certifies it has followed and will follow state-required advertisement laws and regulations applicable to construction projects. (no attachment required)
- Construction Contract Procurement** — County certifies it has followed and will follow state laws and regulations applicable to procurement and selection of a construction contractor for this project. (no attachment required)

County Authorized Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

County Authorized Representative Name \_\_\_\_\_ Title \_\_\_\_\_

**Counties are required to keep all program and project records related to the County Transportation Infrastructure Fund Grant Program for three years from its receipt of final payment from TxDOT**

County Name \_\_\_\_\_

Project Name \_\_\_\_\_

**County Transportation Infrastructure Fund Grant Program – 2020 Program Call  
CERTIFICATION FORM 3**

By submitting this form, signed and dated by an authorized representative of the county, the county certifies to TxDOT each item indicated below.

Please mark the appropriate certification block(s) below, sign and date the form, include attachments as noted and deliver to TxDOT's designated district representative.

**Upon Acceptance of Construction on a Project**

*Within 30 days of project acceptance:*

- Construction Acceptance by the County** — County certifies it has accepted construction work. (attach county acceptance letter to the contractor or written statement by authorized county representative that project has been completed by county forces)

*Within 60 days of project acceptance:*

- County Road System and Project Maintenance** — County certifies the completed project is part of the county road system and it will maintain this transportation infrastructure improvement. (no attachment required)
- Environmental Compliance** — County certifies all identified environmental laws, regulations and permit requirements have been followed and the project was constructed in environmental regulatory conformance. (no attachment required)
- Compliance with Texas Accessibility Standards and ADA** — County certifies the construction of the transportation infrastructure project is in compliance with applicable Texas Accessibility Standards issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Texas Government Code, Chapter 469. (no attachment required)
- Historically Underutilized Business (HUB) Program Requirements** — County certifies all applicable requirements of the Comptroller of Public Accounts' HUB Program have been followed. (no attachment required)
- Compliance with Laws** — County certifies it has complied with applicable federal, state and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the applicable orders and decrees of any courts or administrative bodies. (no attachment required)
- Certification of Completion** — County certifies the attached summary of allowable costs and amounts reimbursed from the fund complies with the applicable requirements of Title 43, Texas Administrative Code, Subchapter O and the Texas Uniform Grant Management Standards. (attach summary)
- Project Documentation/Records** — County certifies it will retain all project-related documents and records related to this project for three years from its receipt of final payment from TxDOT. (no attachment required)

**COUNTY PERFORMED WORK**

- Compliance with Standards** — County certifies the project was constructed in substantial compliance with the plans, specifications and quality assurance requirements. (no attachment required)

**CONTRACTED WORK**

- Registered Professional Engineer Certification** — County has obtained written certification from a Texas Registered Professional Engineer that the project was constructed in substantial compliance with the plans, specifications and quality assurance requirements. (attach certification)
- Construction Contract Procurement** — County certifies it has followed required state laws and regulations applicable to procurement and selection of the construction contractor for this project. (no attachment required)

County Authorized Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

County Authorized Representative Name \_\_\_\_\_ Title \_\_\_\_\_



2020 Program Call

# County Transportation Infrastructure Fund Grant Program Approval to Commence Construction

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April 27, 2020

County Name \_\_\_\_\_ Project Name \_\_\_\_\_

**County Transportation Infrastructure Fund Grant Program – 2020 Program Call**

**TXDOT APPROVAL TO COMMENCE CONSTRUCTION**

Based on the certifications and representations by the county to TxDOT, the requirements listed below for the transportation infrastructure project identified above have been completed by the county in accordance with the terms and conditions of the grant agreement.

Received	Not Applicable	Certification Received	Date Received
<b>Applicable for All Projects</b>			
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition of right of way and real property acquisition	
<input type="checkbox"/>	<input type="checkbox"/>	Relocation of utilities	
<input type="checkbox"/>	<input type="checkbox"/>	Environmental permitting and regulatory issues	
<input type="checkbox"/>	<input type="checkbox"/>	Compliance with Texas Accessibility Standards and ADA	
<input type="checkbox"/>	<input type="checkbox"/>	Material testing	
<b>Applicable for County-Performed Work</b>			
<input type="checkbox"/>	<input type="checkbox"/>	Self-performed design	
<input type="checkbox"/>	<input type="checkbox"/>	Self-performed construction	
<b>Applicable for Contracted Work</b>			
<input type="checkbox"/>	<input type="checkbox"/>	Selection of engineering, architectural and surveying consultants	
<input type="checkbox"/>	<input type="checkbox"/>	Construction documents	
<input type="checkbox"/>	<input type="checkbox"/>	Advertisement for construction work	
<input type="checkbox"/>	<input type="checkbox"/>	Construction contract procurement	

**TxDOT hereby grants its approval for the county to proceed with construction of the project.**

TxDOT Authorized Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

TxDOT Auth. Rep. Printed Name \_\_\_\_\_ Title \_\_\_\_\_

County Transportation Infrastructure Fund Grant Program - 2020 Program Call

## TxDOT District Contacts

District	Contact	Address	City	State	Zip	Email	Phone
<b>Abilene</b>	Kristi Harwell	4250 N. Clack St.	Abilene	TX	79601	<a href="mailto:Kristi.Harwell@txdot.gov">Kristi.Harwell@txdot.gov</a>	(325) 676-6811
<i>Counties: Borden, Callahan, Fisher, Haskell, Howard, Jones, Kent, Mitchell, Nolan, Scurry, Shackelford, Stonewall</i>							
<b>Amarillo</b>	Stephanie Wiggins	5715 Canyon Dr.	Amarillo	TX	79110	<a href="mailto:Stephanie.Wiggins@txdot.gov">Stephanie.Wiggins@txdot.gov</a>	(806) 356-3319
<i>Counties: Armstrong, Carson, Dallam, Deaf Smith, Gray, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Potter, Randall, Roberts, Sherman</i>							
<b>Atlanta</b>	Kim Garner	701 E. Main St.	Atlanta	TX	75551	<a href="mailto:Kimberly.Garner@txdot.gov">Kimberly.Garner@txdot.gov</a>	(903) 799-1240
<i>Counties: Bowie, Camp, Cass, Harrison, Marion, Morris, Panola, Titus, Upshur</i>							
<b>Austin</b>	Michelle Meaux	7901 N. IH 35	Austin	TX	78753	<a href="mailto:Michelle.Meaux@txdot.gov">Michelle.Meaux@txdot.gov</a>	(512) 832-7049
<i>Counties: Bastrop, Blanco, Burnet, Caldwell, Gillespie, Hays, Lee, Llano, Mason, Travis, Williamson</i>							
<b>Beaumont</b>	Rawetts Baaheth	8350 Eastex Freeway	Beaumont	TX	77708	<a href="mailto:Rawetts.Baaheth@txdot.gov">Rawetts.Baaheth@txdot.gov</a>	(409) 898-5834
<i>Counties: Chambers, Hardin, Jasper, Jefferson, Liberty, Newton, Orange, Tyler</i>							
<b>Brownwood</b>	Victoria McKee	2495 Highway 183 N.	Brownwood	TX	76802	<a href="mailto:Victoria.McKee@txdot.gov">Victoria.McKee@txdot.gov</a>	(325) 643-0427
<i>Counties: Brown, Coleman, Comanche, Eastland, Lampasas, McCulloch, Mills, San Saba, Stephens</i>							
<b>Bryan</b>	Chris Cowen	2591 N. Earl Rudder Freeway	Bryan	TX	77803	<a href="mailto:Chris.Cowen@txdot.gov">Chris.Cowen@txdot.gov</a>	(979) 778-9753
<i>Counties: Brazos, Burleson, Freestone, Grimes, Leon, Madison, Milam, Robertson, Walker, Washington</i>							
<b>Childress</b>	Chuck Steed	7599 US 287	Childress	TX	79201	<a href="mailto:Chuck.Steed@txdot.gov">Chuck.Steed@txdot.gov</a>	(940) 937-7193
<i>Counties: Briscoe, Childress, Collingsworth, Cottle, Dickens, Donley, Foard, Hall, Hardeman, King, Knox, Motley, Wheeler</i>							
<b>Corpus Christi</b>	Lindsey Velasco	1701 S. Padre Island Dr.	Corpus Christi	TX	78469	<a href="mailto:Lindsey.Velasco@txdot.gov">Lindsey.Velasco@txdot.gov</a>	(361) 808-2506
<i>Counties: Aransas, Bee, Goliad, Jim Wells, Karnes, Kleberg, Live Oak, Nueces, Refugio, San Patricio</i>							
<b>Dallas</b>	Minh Nguyen	4777 E. Highway 80	Mesquite	TX	75150	<a href="mailto:Minh.Nguyen@txdot.gov">Minh.Nguyen@txdot.gov</a>	(214) 320-4435
<i>Counties: Collin, Dallas, Denton, Ellis, Kaufman, Navarro, Rockwall</i>							
<b>El Paso</b>	Rebecca Reyes	13301 Gateway West	El Paso	TX	79928	<a href="mailto:Rebecca.Reves@txdot.gov">Rebecca.Reves@txdot.gov</a>	(915) 790-4205
<i>Counties: Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio</i>							
<b>Fort Worth</b>	Jennifer Giovando	2501 SW Loop 820	Fort Worth	TX	76133	<a href="mailto:Jennifer.Giovando@txdot.gov">Jennifer.Giovando@txdot.gov</a>	(817) 370-6524
<i>Counties: Erath, Hood, Jack, Johnson, Palo Pinto, Parker, Somervell, Tarrant, Wise</i>							
<b>Houston</b>	Andrew Mao	7600 Washington Ave.	Houston	TX	77007	<a href="mailto:Andrew.Mao@txdot.gov">Andrew.Mao@txdot.gov</a>	(713) 802-5301
<i>Counties: Brazoria, Fort Bend, Galveston, Harris, Montgomery, Waller</i>							
<b>Laredo</b>	Janece Marquez	1817 Bob Bullock Loop	Laredo	TX	78043	<a href="mailto:Janece.Marquez@txdot.gov">Janece.Marquez@txdot.gov</a>	(956) 712-7438
<i>Counties: Dimmit, Duval, Kinney, LaSalle, Maverick, Val Verde, Webb, Zavala</i>							
<b>Lubbock</b>	Rusty Smith	135 Slaton Rd.	Lubbock	TX	79404	<a href="mailto:Rusty.Smith@txdot.gov">Rusty.Smith@txdot.gov</a>	(806) 748-4476
<i>Counties: Bailey, Castro, Cochran, Crosby, Dawson, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Parmer, Swisher, Terry, Yoakum</i>							
<b>Lufkin</b>	Kimberlee Freeman	1805 N. Timberland Dr.	Lufkin	TX	75901	<a href="mailto:Kimberlee.Freeman@txdot.gov">Kimberlee.Freeman@txdot.gov</a>	(936) 633-4490
<i>Counties: Angelina, Houston, Nacogdoches, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity</i>							

<b>Odessa</b>	Chad Windham	3901 E. US Highway 80	Odessa	TX	79761	<a href="mailto:Chad.Windham@txdot.gov">Chad.Windham@txdot.gov</a>	(432) 498-4740
<i>Counties: Andrews, Crane, Ector, Loving, Martin, Midland, Pecos, Reeves, Terrell, Upton, Ward, Winkler</i>							
<b>Paris</b>	Sydney Newman	1365 N. Main St.	Paris	TX	75460	<a href="mailto:Sydney.Newman@txdot.gov">Sydney.Newman@txdot.gov</a>	(903) 737-9285
<i>Counties: Delta, Fannin, Franklin, Grayson, Hopkins, Hunt, Lamar, Rains, Red River</i>							
<b>Pharr</b>	Judy Sanchez	600 W. US 83 Expressway	Pharr	TX	78577	<a href="mailto:Judy.Sanchez@txdot.gov">Judy.Sanchez@txdot.gov</a>	(956) 702-6219
<i>Counties: Brooks, Cameron, Hidalgo, Jim Hogg, Kennedy, Starr, Willacy, Zapata</i>							
<b>San Angelo</b>	Tom Johnston	4502 Knickerbocker Rd.	San Angelo	TX	76904	<a href="mailto:Tom.Johnston@txdot.gov">Tom.Johnston@txdot.gov</a>	(325) 947-9322
<i>Counties: Coke, Concho, Crockett, Edwards, Glasscock, Irion, Kimble, Menard, Reagan, Real, Runnels, Schleicher, Sterling, Sutton, Tom Green</i>							
<b>San Antonio</b>	David Pulido	4615 NW Loop 410	San Antonio	TX	78229	<a href="mailto:David.Pulido@txdot.gov">David.Pulido@txdot.gov</a>	(210) 615-5880
<i>Counties: Atascosa, Bandera, Bexar, Comal, Frio, Guadalupe, Kendall, Kerr, McMullen, Medina, Uvalde, Wilson</i>							
<b>Tyler</b>	Vernon Webb	2709 W. Front St.	Tyler	TX	75702	<a href="mailto:Vernon.Webb@txdot.gov">Vernon.Webb@txdot.gov</a>	(903) 510-9296
<i>Counties: Anderson, Cherokee, Gregg, Henderson, Rusk, Smith, Van Zandt, Wood</i>							
<b>Waco</b>	Erika Kunkel	100 S. Loop Dr.	Waco	TX	76704	<a href="mailto:Erika.Kunkel@txdot.gov">Erika.Kunkel@txdot.gov</a>	(254) 867-2728
<i>Counties: Bell, Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan</i>							
<b>Wichita Falls</b>	Allan Moore	1601 Southwest Parkway	Wichita Falls	TX	76302	<a href="mailto:Allan.Moore@txdot.gov">Allan.Moore@txdot.gov</a>	(940) 720-7716
<i>Counties: Archer, Baylor, Clay, Cooke, Montague, Throckmorton, Wichita, Wilbarger, Young</i>							
<b>Yoakum</b>	Mark Netardus	403 Huck St.	Yoakum	TX	77995	<a href="mailto:Mark.Netardus@txdot.gov">Mark.Netardus@txdot.gov</a>	(361) 293-4392
<i>Counties: Austin, Calhoun, Colorado, Dewitt, Fayette, Gonzales, Jackson, Lavaca, Matagorda, Victoria, Wharton</i>							