

# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

**PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.**

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

**If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.**

**\*All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

**Please fill out this form completely:**

DATE: March 22, 2023 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Cheryl Chambers

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Treasurer

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: April 4, 2023 Consent Agenda

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Accept 2022 Certificate of Completion of continuing education hours from the County Investment Academy for Honorable Cheryl Chambers, Ellis County Treasurer.

Accept 2022 Certificate of Compliance of continuing education hours from the County Treasurers' Association of Texas for Honorable Cheryl Chambers, Ellis County Treasurer.

Accept 2022 Certificate of Compliance of Public Funds Investment Act continuing education from the County Treasurers' Association of Texas for Honorable Cheryl Chambers, Ellis County Treasurer.



Emmett & Miriam  
**McCoy**  
College of Business Administration

TEXAS ASSOCIATION OF COUNTIES  
**2022 Certificate of Membership**  
**County Investment Academy**

**Hon. Cheryl Chambers**

Successfully completed investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act. This ongoing commitment to continuing education provides maximum benefit to

**Ellis County**

Issued by the Texas Association of Counties the thirty-first day of December, 2022

A handwritten signature in cursive script, reading "Nathan Craddock".

Mr. Nathan Craddock, President

A handwritten signature in cursive script, reading "Susan M Redford".

Ms. Susan Redford, Executive Director

**County Treasurers' Association of Texas  
2022 Certificate of Compliance  
Continuing Education**



**This Certifies That  
Hon. Cheryl Chambers  
Treasurer  
Ellis County**

Successfully completed the required hours of continuing education that was sponsored or co-sponsored by an accredited public institution of higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer continuing education requirements established by section 83.003 of the Texas Local Government Code Continuing Education.

Honorable Gayla Hawkins, President,  
County Treasurers' Association of Texas

Honorable Dianna Spieker, Chair  
Certification and Validation Committee

**County Treasurers' Association of Texas  
2022 Certificate of Compliance  
Public Funds Investment Act**



**This Certifies That  
Hon. Cheryl Chambers  
Treasurer  
Ellis County**

Successfully completed the required hours of investment training approved by the County Treasurers' Association of Texas for the two year period fully satisfying the education requirements for County Treasurers established by chapter 2256 of the Texas Government Code, the Public Funds Investment Act, Section 2256.008. Investment Training; Local Governments.

Honorable Gayla Hawkins, President,  
County Treasurers' Association of Texas

Honorable Dianna Spieker, Chair  
Certification and Validation Committee

# COMMISSIONERS' COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. on the second (2<sup>nd</sup>) Tuesday** of each month. If that Tuesday falls on a County holiday, Commissioners' Court will convene on the following Wednesday at 10:00 a.m. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

**IF YOU REQUIRE AN ORIGINAL RETURNED FOR YOUR FILES, PLEASE INCLUDE AN EXTRA ORIGINAL REQUESTING THAT IT BE RETURNED TO YOU.**

The **deadline** for submitting an agenda request with the supporting information is the **1<sup>st</sup> and 3<sup>rd</sup> Tuesday at 12:00 p.m. of each month**. This will give ample time for preparation of the agenda and circulation for approval.

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**Please fill out this form completely:**

DATE: March 16, 2023

NAME: Commissioner Randy Stinson

PHONE: 972-825-5330 FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner., Rt. 1

ADDRESS: 600 N. Dallas Palmer, Texas 75152

PREFERRED DATE TO BE PLACE ON AGENDA: April 4, 2023

Agenda items:

Acceptance of 2023 Continuing Education hours required by sec. 81.0025, Local Government Code for Commissioner Stinson. - Ellis County Commissioner Pct.1

\* \_\_\_\_\_  
County Attorney Approval

**COUNTY JUDGES AND COMMISSIONERS  
ASSOCIATION OF TEXAS**  
County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2023 - 12/31/2023

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Hon. Randy Stinson  
Commissioner  
Ellis County  
PO Box 536  
Palmer, TX 75152-0536  
Phone: (972) 825-5330  
Fax:

ID:  
244062  
Term:  
1/1/2017 - 12/31/2024

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<b>Date</b>	<b>Description</b>	<b>Earned Hours</b>
1/1/2023	Excess hours carried from 2022	4.00
2/23/2023	2023 VG Young School for Commissioners Courts	12.00
<b>Total Hours Earned: 16.00</b>		

**You have met your 2023 Commissioner Statutory Continuing Education requirement.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 3/16/2023

If this report does not agree with your records, please call  
Administrative Assistant at (512) 482-0701 or (800) 733-  
0699 or [cjca@allison-bass.com](mailto:cjca@allison-bass.com)

# Certificate of Completion

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The V.G. Young Institute of County Government  
Awards This Certificate To

**Randy Stinson**

For Successfully Completing 12.00 Hours of Educational Training

**65th Annual VG Young School for Commissioners Courts**

**Bryan, TX**



Peter J. McGuill, Ph.D., Director  
V.G. Young Institute of County Government

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Harold Keeter, President  
County Judges & Commissioners Association of Texas



Rick Avery, Ph.D., Director  
Texas A&M AgriLife Extension Service

February 21-23, 2023

# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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**Please fill out this form completely:**

DATE: 03.29.23 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Krystal Valdez

PHONE: 972-825-5083 FAX: 972-825-5075

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: 109 S. Jackson St.

PREFERRED DATE TO BE PLACED ON AGENDA: 04.04.23

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):  
1. Approval of Commissioners' Court Regular Meeting Minutes from March 21, 2023.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ELLIS COUNTY COMMISSIONERS COURT  
OFFICIAL MINUTES – MARCH 21, 2023

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, MARCH 21, 2023, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2<sup>ND</sup> FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

**MEMBERS PRESENT:**

COUNTY JUDGE TODD LITTLE

COUNTY CLERK KRYSTAL VALDEZ

PRECINCT 1 COMMISSIONER RANDY STINSON

PRECINCT 2 COMMISSIONER LANE GRAYSON

PRECINCT 3 COMMISSIONER PAUL PERRY

PRECINCT 4 COMMISSIONER KYLE BUTLER

**OPENING COURT:**

COUNTY JUDGE CALLS MEETING TO ORDER, DECLARES QUORUM AND DECLARES NOTICES LEGALLY POSTED PURSUANT TO OPEN MEETINGS ACT.

MOTION TO OPEN COURT BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE. – *PRECINCT 1 COMMISSIONER RANDY STINSON*

**CONSENT AGENDA: MINUTE ORDER 178.23**

**ADMINISTRATIVE:**

- A1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*
- A2 APPROVING COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM MARCH 7, 2023. – *COUNTY CLERK KRYSTAL VALDEZ*
- A3 ACCEPTING THE ELLIS COUNTY AG EXTENSION MONTHLY REPORT FOR FEBRUARY 2023, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – *TEXAS A&M AGRILIFE EXTENSION SERVICE DIRECTOR MARK ARNOLD*
- A4 ACCEPTING THE JUSTICE OF THE PEACE, PRECINCT 1 MONTHLY REPORT TO SATISFY LOCAL GOVERNMENT CODE §114.044. – *PRECINCT 1 JUSTICE OF THE PEACE CHRIS MACON*
- A5 APPROVING FOR SHERIFF BRAD NORMAN TO ACCEPT A DONATION ON BEHALF OF THE ELLIS COUNTY SHERIFF'S OFFICE AT APPROXIMATELY 2,000 KEYED, CABLE-TYPE GUN LOCKS FROM CAMPING WORLD (FORMERLY GANDER MOUNTAIN). THESE LOCKS WILL BE GIVEN TO CITIZENS BY ECSO STAFF IN AN EFFORT TO KEEP CITIZENS SAFE. – *SHERIFF BRAD NORMAN*
- A6 ACCEPTING A TABULATED REPORT OF THE COUNTY'S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM FEBRUARY 24, 2023 – MARCH 13, 2023, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – *COUNTY AUDITOR JANET MARTIN*

- A7 APPROVING OF THE DEPARTMENT OF DEVELOPMENT'S MONTHLY FINANCIAL REPORT FOR FEBRUARY 2023, AS REQUIRED BY LOCAL GOVERNMENT CODE §114.024. – *DEPARTMENT OF DEVELOPMENT DIRECTOR ALBERTO MARES*

**FINANCIAL:**

- F1 APPROVING TO PAY FY2022 INVOICES USING FY2023 BUDGETED FUNDS, INCLUDING TO JBI, LTD. (\$3,717.34); CAP FLEET UPFITTERS (\$500.00); DIR (\$663.99); ARCHITEXAS (\$605.00); AVENUE FUEL (\$20,530.38); INLAND TRUCK PARTS (\$272.00); COLUMN SOFTWARE PBC (\$142.56); AND ERGON ASPHALT & EMULSIONS, INC. (\$11,454.39). – *COUNTY AUDITOR JANET MARTIN*
- F2 APPROVING FOR THE COUNTY AUDITOR TO USE ARPA FUNDS TO REIMBURSE THE ELLIS COUNTY AUDITOR'S OFFICE SALARY BUDGET IN THE AMOUNT OF \$5,932.38 FOR STAFF HOURS AND OTHER RESOURCES USED FOR ARPA COMPLIANCE AND REPORTING. – *COUNTY AUDITOR JANET MARTIN*
- F3 ACCEPTING OF \$95.00 FROM SALE OF AN ESTRAY HORSE AS UNANTICIPATED REVENUE.  
REQUEST FOR SPECIAL BUDGET OF UNANTICIPATED REVENUE:  
INCREASE 001-0010-508700 (ESTRAY) BY \$95.00  
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. – *COUNTY AUDITOR JANET MARTIN*
- F4 APPROVING THE TAX ASSESSOR'S OFFICE TO DISBURSE PROPERTY TAX REFUNDS IN THE AMOUNT OF \$289,097.72. - *COUNTY AUDITOR JANET MARTIN*
- F5 ACCEPTING JUROR DONATIONS FOR VETERAN SERVICES IN THE AMOUNT OF \$114.00 AS UNANTICIPATED REVENUE.  
REQUEST FOR SPECIAL BUDGET OF UNANTICIPATED REVENUE:  
INCREASE 001-0070-506330 (VETERAN SERVICES – JURY DONATIONS) BY \$114.00  
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. – *COUNTY AUDITOR JANET MARTIN*
- F6 FY2023 LINE-ITEM TRANSFER – *COUNTY & DISTRICT ATTORNEY ANN MONTGOMERY*  
DECREASE 001-0360-505020 (SALARIES-FULL TIME) BY \$8,000.00  
INCREASE 001-0360-508070 (OPERATING EXPENDITURES) BY \$8,000.00
- F7 FY2023 LINE-ITEM TRANSFER – *DEPARTMENT OF DEVELOPMENT DIRECTOR ALBERTO MARES*  
DECREASE 001-0060-508020 (EQUIPMENT) BY \$250.00  
DECREASE 001-0060-508090 (AUTO REPAIRS) BY \$250.00  
INCREASE 001-0060-506010 (MILEAGE REIMBURSEMENT) BY \$500.00
- F8 FY2023 LINE-ITEM TRANSFER – *SHERIFF BRAD NORMAN*  
DECREASE 001-0010-508350 (EMPLOYEE TRAINING) BY \$250.00  
INCREASE 129-0129-508200 (LEOSE EXPENDITURE) BY \$250.00
- F9 FY2023 LINE-ITEM TRANSFER – *SHERIFF BRAD NORMAN*  
DECREASE 001-0010-506940 (EMPLOYEE RECOGNITION) BY \$351.81  
INCREASE 042-0942-400870 (SHERIFF FORFEITURE) BY \$325.00  
INCREASE 001-0010-508850 (SALES TAX) BY \$26.81
- F10 APPROVING FOR THE SHERIFF'S OFFICE TO USE COURTHOUSE SECURITY FUNDS FROM LINE ITEM 033-0933-508020 IN THE AMOUNT OF \$1,298.84 TO REPLACE A DESKTOP COMPUTER IN THE COURTS & ADMINISTRATION BUILDING FOR USE WITH SECURITY CAMERAS. – *SHERIFF BRAD NORMAN*

- F11 FY2023 LINE-ITEM TRANSFER – *PRECINCT 1 COMMISSIONER RANDY STINSON*  
 DECREASE 009-0602-570000 (FM1 CONTINGENCY) BY \$50,000.00  
 INCREASE 009-0602-508680 (FM1 CONTRACT LABOR) BY \$50,000.00
- F12 APPROVING FOR THE COUNTY & DISTRICT ATTORNEY’S OFFICE TO RENEW AGREEMENT WITH LEXISNEXIS FOR ONLINE RESEARCH SERVICES FOR \$883 A MONTH FOR THE NEXT YEAR (\$10,596 IN TOTAL). – *COUNTY & DISTRICT ATTORNEY ANN MONTGOMERY*
- F13 APPROVING FOR THE COUNTY & DISTRICT ATTORNEY’S OFFICE TO USE ARPA FUNDS IN THE ESTIMATED AMOUNT OF \$12,860.12 TO RENEW ADOBE LICENSES. THE INITIAL ADOBE PURCHASE WAS MADE USING ARPA FUNDS, AS IT ALLOWS THE COUNTY & DISTRICT ATTORNEY EMPLOYEES TO WORK REMOTELY (REFERENCE QUOTE #242768 FROM CSI). – *COUNTY & DISTRICT ATTORNEY ANN MONTGOMERY*

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

**REGULAR AGENDA – DISCUSSION, CONSIDERATION AND ACTION:**

**DEPARTMENT OF DEVELOPMENT**

**MINUTE ORDER 179.23** (1.1) APPROVING A PLAT OF FLORES OATES ADDITION. THE PROPERTY CONTAINS ± 8.30 ACRES IN THE R. DE LA PENNA SURVEY, ABSTRACT NO. 3, LOCATED AT THE EAST SIDE OF OATES ROAD, ± 1,410 FEET SOUTH OF THE INTERSECTION OF OATES ROAD AND FM 813, PALMER, ROAD AND BRIDGE PRECINCT NO. 1. SUBJECT TO THE FOLLOWING CONDITIONS:

1. ADD BUILDING LINES AND EASEMENTS TO THE PLAT.
2. LABEL THE RIGHT-OF-WAY DEDICATION FOR OATES ROAD (30 FEET FROM THE CENTERLINE OF THE ROAD).
3. UPDATE THE YEAR WITHIN THE COURT SIGNATURE BLOCK.
4. REMOVE THE CERTIFICATE OF APPROVAL FROM PAGE 2 FOR THE DIRECTOR OF PLANNING & DEVELOPMENT.
5. REMOVE PRELIMINARY FROM THE PLAT TITLE BLOCK.

MOTION TO APPROVE BY COMMISSIONER STINSON, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

**MINUTE ORDER 180.23** (1.2) APPROVING A PLAT OF GAITHER ADDITION. THE PROPERTY CONTAINS ±4.00 ACRES IN THE LITTLETON WHITE SURVEY, ABSTRACT NO. 1110, LOCATED AT THE NORTH SIDE OF RISINGER ROAD, ± 3,540 FEET EAST OF THE INTERSECTION OF PALMYRA ROAD AND RISINGER ROAD, FERRIS, ROAD AND BRIDGE PRECINCT NO. 1.

MOTION TO APPROVE BY COMMISSIONER STINSON, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

**MINUTE ORDER 181.23** (1.3) APPROVING A PLAT OF KUHL ADDITION. THE PROPERTY CONTAINS ±4.173 ACRES IN THE R. DE LA PENNA SURVEY, ABSTRACT NO. 3, LOCATED AT THE EAST SIDE OF FM 879, ±3,320 FEET SOUTH OF THE INTERSECTION OF FM 879 AND EASON ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT NO. 1.

MOTION TO APPROVE BY COMMISSIONER STINSON, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

**MINUTE ORDER 182.23** (1.4) APPROVING A PLAT OF JUAN MARTINEZ SUBDIVISION. THE PROPERTY CONTAINS ± 2.0010 ACRES IN THE LITTLETON WHITE SURVEY, ABSTRACT NO. 1110, LOCATED ON THE WEST SIDE OF PALMYRA ROAD, ± 595 FEET SOUTH OF THE INTERSECTION OF FARRAR ROAD AND PALMYRA ROAD, PALMER, ROAD AND BRIDGE PRECINCT NO. 1.

MOTION TO APPROVE BY COMMISSIONER STINSON, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

**MINUTE ORDER 183.23** (1.5) APPROVING A REPLAT OF REAGOR SPRINGS BUSINESS PARK. THE PROPERTY CONTAINS ± 8.604 ACRES OF LAND IN THE GEORGE CARPENTER SURVEY, ABSTRACT NO. 1, & LOT 1 OF BOSARGE ESTATES, LOCATED ON THE NORTH SIDE OF OLD HWY 287, ± 655 FEET SOUTH OF THE INTERSECTION OF OLD HWY 287 AND PIGG ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 2.

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

**MINUTE ORDER 184.23** (1.6) APPROVING A PLAT OF BELTRAN ADDITION. THE PROPERTY CONTAINS ± 7.698 ACRES IN THE HENRY T. HARLASS SURVEY, ABSTRACT NO. 441, LOCATED ON THE SOUTH SIDE OF SEVIER ROAD, ± 5,790 FEET WEST OF THE INTERSECTION OF SEVIER ROAD AND THE S I-35 E SERVICE ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MILFORD, ROAD AND BRIDGE PRECINCT NO. 3.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

**MINUTE ORDER 185.23** (1.7) APPROVING A PLAT OF SCHMIDT ADDITION. THE PROPERTY CONTAINS ± 8.034 ACRES IN THE THURMAN TAYLOR SURVEY, ABSTRACT NO. 1094, LOCATED ON THE WEST SIDE OF MATTHEWS ROAD ± 1,720 FEET SOUTH OF THE INTERSECTION OF N. ARMSTRONG ROAD AND MATTHEWS ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MAYPEARL, VENUS, ROAD AND BRIDGE PRECINCT NO. 3. SUBJECT TO THE FOLLOWING CONDITIONS:

1. CREATE A FRONT BOUNDARY LINE FOR LOT 1 (LESS THE RIGHT-OF-WAY DEDICATION)
2. UPDATE THE NET ACREAGE FOR LOT 1.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

**MINUTE ORDER 186.23** (1.8) APPROVING A PLAT OF PEAK LIVING ADDITION. THE PROPERTY CONTAINS ± 10.022 ACRES IN THE H. BINGHAM SURVEY, ABSTRACT NO. 114, LOCATED AT THE NORTHEAST CORNER OF FM 664 AND BOB WHITE ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 4.

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

**MINUTE ORDER 187.23** (1.9) APPROVING A PLAT OF SIMS DEVELOPMENT. THE PROPERTY CONTAINS ±3.678 ACRES IN THE JOHN R. BILLINGSLEY SURVEY, ABSTRACT NO. 80, LOCATED ON THE EAST SIDE OF BRYSON LANE ± 1,065 FEET NORTH OF THE INTERSECTION OF BRYSON LANE AND JUDY DRIVE, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF OVILLA, ROAD AND BRIDGE PCT. No. 4.

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

## **PURCHASING**

**MINUTE ORDER 188.23** (2.1) APPROVING TO LEASE A COPIER FOR THE COUNTY JUDGE'S OFFICE, JUSTICE OF THE PEACE, PRECINCT 3, DISTRICT ATTORNEY'S OFFICE, ELECTIONS OFFICE, JUVENILE SERVICES, AND CSCD FROM XEROX USING THE OMNIA PARTNERS COOPERATIVE CONTRACT #R191104 IN ACCORDANCE WITH THE COOPERATIVE PURCHASING PROGRAM, CHAPTER 271 OF THE TEXAS GOVERNMENT CODE.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

**MINUTE ORDER 189.23** (2.2) APPROVING FOR INSTALLATION SERVICES OF TWO SMALLER COURTROOM DOORS (EXCLUDING TWO DOORS ON SOUTH END OF MULTI-PURPOSE ROOM) FOR THE 378<sup>TH</sup> DISTRICT COURT ASSOCIATE JUDGE USING THE FORT WORTH COOPERATIVE CONTRACT CSC57047 "REMODELING SERVICES BB PMD", PURSUANT TO §271.102 OF THE LOCAL GOVERNMENT CODE (REFERENCE CITY OF FORT WORTH INTERLOCAL AGREEMENT WITH ELLIS COUNTY, MO #280.11 FOR REMODELING SERVICES IN AN AMOUNT OF \$35,229.50 WITH LOOKUP PROPERTIES, INC.).

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

**MINUTE ORDER 190.23** (2.3) APPROVING FOR DATA CONVERSION OF CAD/RMS/JMS LEGACY DATA IN POSSESSION OF THE CURRENT VENDOR, LOCAL GOVERNMENT SOLUTIONS (NOW GSA), FOR USE BY MOTOROLA IN AN AMOUNT NOT TO EXCEED \$30,000.00 USING ARPA FUNDS.

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

**MINUTE ORDER 191.23** (2.4) AUTHORIZING TO ADVERTISE AND SOLICIT REQUEST FOR PROPOSAL FOR COMMISSARY SERVICES FOR THE WAYNE MCCOLLUM DETENTION CENTER.

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

**MINUTE ORDER 192.23** (2.5) AUTHORIZING TO ADVERTISE AND SOLICIT REQUEST FOR PROPOSAL FOR DEBRIS MONITORING AND CONSULTING SERVICES JOINTLY WITH THE CITIES OF RED OAK AND WAXAHACHIE.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

**MINUTE ORDER 193.23** (2.6) APPROVING TO DECLARE THE FOLLOWING ITEMS AS SURPLUS TO BE DISPOSED OF IN ACCORDANCE WITH LOCAL GOVERNMENT CODE §263: ONE (1) 2013 CHEVROLET SILVERADO TRUCK, VIN 3GCPCREA7DG327542 (PRECINCT 3); ONE (1) 2013 CHEVROLET SILVERADO TRUCK, VIN 3GCPCREA9DG327848 (PRECINCT 3).

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

**MINUTE ORDER 194.23** (2.7) APPROVING TO PAY FRANK KENT COUNTRY INVOICE IN THE AMOUNT OF \$47,121.18 FOR PO 23-001092 FOR ROAD & BRIDGE PRECINCT 3.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

## **ADMINISTRATIVE**

**NO ACTION** (3.1) PRESENTATION BY WAXAHACHIE CARE TO UPDATE COMMISSIONERS ON THE PROGRESS OF THE ORGANIZATION AND PROVIDE A RECAP OF 2022. – *COUNTY JUDGE TODD LITTLE*

**MINUTE ORDER 195.23** (3.2) ADOPTING A RESOLUTION REGARDING MUNICIPAL UTILITY DISTRICTS WITHIN ELLIS COUNTY. – *COUNTY JUDGE TODD LITTLE*

PUBLIC PARTICIPATION: CARYN MOORE, WAXAHACHIE; SYLVIA COULSON, WAXAHACHIE; LISA HEALY, MIDLOTHIAN; ERNIE MARTINEK; ELIZABETH POLLARD, WAXAHACHIE; RANDY BELLOMY, OVILLA; CARYN MOORE, WAXAHACHIE

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

**MINUTE ORDER 196.23** (3.3) WHEREAS, THE ELLIS COUNTY COMMISSIONERS COURT NOW REQUIRES THE ELLIS COUNTY PURCHASING DEPARTMENT TO IDENTIFY AND REPORT TO ALL MEMBERS OF COMMISSIONERS' COURT THE BUSINESS HOME OFFICE OF ANY PROPOSED CONTRACTOR, VENDOR, OR SERVICE PROVIDER; THIS INCLUDES FOREIGN-OWNED COMPANIES, THEIR SUBSIDIARIES, AND/OR THEIR SUBCONTRACTORS THAT ARE DOMICILED IN AREAS WITHIN OR SUBJECT TO THE PEOPLE'S REPUBLIC OF CHINA AND OTHER FOREIGN ENTITIES. – *PRECINCT 3 COMMISSIONER PAUL PERRY*

PUBLIC PARTICIPATION: SYLVIA COULSON, WAXAHACHIE; ELIZABETH POLLARD, WAXAHACHIE; RANDY BELLOMY, OVILLA

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

TABLED (3.4) DISCUSSION, CONSIDERATION, AND ACTION TO AMEND THE RESOLUTION PASSED AS ELLIS COUNTY MINUTE ORDER 312.20 BY REMOVING STRUCTURE AA-0195-001 (A BRIDGE ON AUBURN ROAD OVER CHAMBERS CREEK) AND REPLACING IT WITH STRUCTURE AA-0087-001 (A BRIDGE ON BILL LEWIS ROAD OVER CHAMBERS CREEK TRIBUTARY). – *ENGINEERING DIRECTOR TED KANTOR*

**MINUTE ORDER 197.23** (3.5) APPROVING FOR THE ELLIS COUNTY AUDITOR’S OFFICE TO GO OUT FOR RFP FOR EXTERNAL AUDITING SERVICES. – *COUNTY AUDITOR JANET MARTIN*

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

**RECESS TO EXECUTIVE SESSION 3:10 P.M.**

MOTION TO RECESS BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

**EXECUTIVE SESSION**

THE COMMISSIONERS COURT OF ELLIS COUNTY RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED IN THIS AGENDA, IN THE ORDER DEEMED APPROPRIATE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE 551, OR TO SEEK THE ADVICE OF ITS ATTORNEY AND/OR OTHER ATTORNEYS REPRESENTING ELLIS COUNTY ON ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE COMMISSIONERS COURT UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH TEXAS GOVERNMENT CODE CHAPTER 551 OR AS OTHERWISE MAY BE PERMITTED UNDER 551.

- 4.1 PURSUANT TO TEXAS GOVERNMENT CODE §551.072, DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON.
- 4.2 PURSUANT TO TEXAS GOVERNMENT CODE §551.071(2), CONSULTATION WITH LEGAL COUNSEL ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS IF SUCH A RULE CLEARLY CONFLICTS WITH THIS CHAPTER, AND REGARDING AMBULANCE COVERAGE FOR EMERGENCY SERVICE DISTRICT 5.

**RECONVENE TO REGULAR SESSION 4:02 P.M.**

MOTION TO RECONVENE BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

(TO AGENDA ITEM 3.6)

NO ACTION (3.6) DISCUSSION, CONSIDERATION, AND ACTION ON A REQUEST TO GRANT A 15-FOOT SANITARY SEWER EASEMENT THROUGH THE COUNTY-OWNED PROPERTY KNOWN AS THE COUNTY FARM (PARCEL ID 193411). - *DEPARTMENT OF DEVELOPMENT DIRECTOR ALBERTO MARES*

NO ACTION (3.10) DISCUSSION, CONSIDERATION, AND ACTION REGARDING AMBULANCE COVERAGE FOR EMERGENCY SERVICE DISTRICT 5. - *FIRE MARSHAL TIM BIRDWELL*

**ADJOURNMENT      4:03 P.M.**

MOTION TO ADJOURN BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON MARCH 21, 2023, ARE HEREBY APPROVED.

PRESIDING OFFICER:

\_\_\_\_\_  
TODD LITTLE, COUNTY JUDGE

\_\_\_\_\_  
RANDY STINSON, COMMISSIONER, PCT 1

\_\_\_\_\_  
LANE GRAYSON, COMMISSIONER, PCT 2

\_\_\_\_\_  
PAUL PERRY, COMMISSIONER, PCT 3

\_\_\_\_\_  
KYLE BUTLER, COMMISSIONER, PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 4<sup>TH</sup> DAY OF APRIL 2023.

\_\_\_\_\_  
KRYSTAL VALDEZ, COUNTY CLERK

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioner’s Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

**PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.**

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

**If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.**

**\*All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

**Please fill out this form completely:**

DATE: March 24, 2023

NAME: Tim Birdwell

PHONE: 972-825-5555 FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: Ellis County Fire Marshal

ADDRESS: 109 S. Jackson, Suite 265

PREFERRED DATE TO BE PLACE ON AGENDA: March 4, 2023

DESCRIPTION OF AGENDA REQUEST: Consent Agenda Item (as follows)

Approval of Audit Report for the following ESD Board of Directors: Pursuant to 775.082, Texas Health and Safety Code, acceptance of the annual Audit Report of the fiscal accounts and records of the following Emergency Services District in Ellis County. **For ESD#1 Maypearl**

\*  
\_\_\_\_\_  
County Attorney Approval

**ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1**  
**SEPTEMBER 30, 2022**

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**INDEPENDENT AUDITOR'S REPORT**

District Commissioners  
Ellis County Emergency Services District No.1, Tx

**Report on the Audit of the Financial Statements**

***Opinions***

We have audited the accompanying financial statements of the governmental activities, the major fund, and the aggregate remaining fund information of Ellis County Emergency Services District No. 1 (the District) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the major fund, and the aggregate remaining fund information of the District's, as of September 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes

our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

***Required Supplementary Information***

Management has omitted management's discussion and analysis and budgeted comparisons that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

  
Waters, Vollmering & Associates, LP

Mansfield, TX  
February 18, 2023

**ELLIS COUNTY EMERGENCY SERVICE DISTRICT #1**  
**GOVERNMENTAL FUND BALANCE SHEET AND**  
**STATEMENT OF NET POSITION**  
**September 30, 2022**

	General Fund	Adjustments (Note G)	Statement of Net Position
<b>ASSETS</b>			
Cash and cash equivalents	\$ 763,503	\$ -	\$ 763,503
Grant receivable	20,000		20,000
Capital assets, net of accumulated depreciation		1,269,397	1,269,397
Total Assets	783,503	1,269,397	2,052,900
<b>LIABILITIES</b>			
Accounts payable	76,541	-	76,541
Current liabilities	17,571	-	17,571
Due within one year		79,210	79,210
Total liabilities	94,112	79,210	173,322
<b>FUND BALANCE/NET POSITION</b>			
Fund balances:			
Restricted - retirement of long-term debt	81,269	(81,269)	-
Unassigned	608,122	(608,122)	-
Total fund balances	689,391	(689,391)	-
Total liabilities and fund balances	\$ 783,503		
Net position:			
Net investment in capital assets		1,190,187	1,190,187
Restricted for debt service fund		81,269	
Unrestricted		608,122	689,391
Total net position		\$ 1,879,578	\$ 1,879,578

See accompanying notes and independent auditor's report

**ELLIS COUNTY EMERGENCY SERVICE DISTRICT #1**  
**GOVERNMENTAL FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE AND**  
**STATEMENT OF ACTIVITIES**  
**For the Fiscal Year Ended September 30, 2022**

	General Fund	Adjustments (Note G)	Statement of Activities
<b>EXPENDITURES:</b>			
Emergency Services	\$ 18,562	\$ -	\$ 18,562
Administrative	208,420		208,420
Office facilities	16,624		16,624
Professional fees	23,514		23,514
Training	3,671		3,671
Repairs and maintenance	48,928		48,928
Utilities	12,257		12,257
Depreciation	-	151,248	151,248
Capital Outlay	205,741	(205,741)	-
Debt Service:			
Principal	77,202	(77,202)	-
Interest	4,067		4,067
Total Expenditures	<u>618,986</u>	<u>(131,695)</u>	<u>487,291</u>
<b>PROGRAM REVENUES</b>			
Grants & Contributions	20,885	-	20,885
Net Program Revenue	<u>20,885</u>	<u>-</u>	<u>20,885</u>
<b>GENERAL REVENUES</b>			
Property Taxes	466,702		466,702
Interest	3,693		3,693
Other	4,683		4,683
Net General Revenue	<u>475,078</u>	<u>-</u>	<u>475,078</u>
<b>Excess of revenues over expenditures</b>	(123,023)	131,695	8,672
<b>FUND BALANCE/NET POSITION AT BEGINNING OF YEAR</b>	<u>812,414</u>	<u>1,058,492</u>	<u>1,870,906</u>
<b>FUND BALANCE/NET POSITION AT END OF YEAR</b>	<u>\$ 689,391</u>	<u>\$ 1,190,187</u>	<u>\$ 1,879,578</u>

See accompanying notes and independent auditor's report

**ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

**NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of the Ellis County Emergency Services District No. 1 (the "District") have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") applicable to government entities. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

**1. Reporting Entity**

The Ellis County Emergency Services District No. 1 is a political subdivision of the State of Texas and was created thru conversion of the Ellis County Rural Fire District No. 4 by a general election in July of 1999. The District was created to provide emergency services and promote public safety, welfare, health and convenience of persons residing in the District. The District is a governmental entity organized under the Texas Health Safety Code Sec. 775.

**2. Basis of Presentation**

The government-wide financial statements include the statement of net position and the statement of activities. Government-wide statements report information on all of the activities of the District. Governmental activities are supported mainly by property taxes.

The statement of activities reflects the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included in program revenues are reported as general revenues.

The General Fund meets the criteria of a major governmental fund. The District has no other governmental funds.

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the general fund in the first column. The next column is an adjustments column. It reconciles the amounts reported in the governmental funds to show how each would change

## **NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)**

when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

### **3. Measurement Focus and Basis of Accounting**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Revenues are classified as program revenues and general revenues. Program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. General revenues include all taxes, grants not restricted to specific programs and investment earnings.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are susceptible to accrual, as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The District considers the availability period for grants to be one year. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

The government reports the following major governmental fund:

The General Fund is the general operating fund of the District and is always classified as a major fund. The General Fund is used to account for all financial resources except those required to be accounted for in another fund. Major revenue sources include property taxes. Primary expenditures are for general administration, emergency services and management.

The District has no other major governmental funds.

#### **Cash and Cash Equivalents**

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and investments with original maturities of three months or less from the end of the fiscal year.

#### **Capital Assets**

All acquisitions of property and equipment are recorded at cost, if purchased or at fair value at date of gift, if donated. When assets are disposed of, their cost and accumulated depreciation are removed from the accounts and the resulting gains or losses are credited or charged to operations. Land is recorded at cost and it is not depreciated. Furniture and equipment is capitalized if cost is over \$1,000.

**NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)**

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized, while improvements and betterments are capitalized.

Depreciation has been calculated on each class of depreciable property using the straight-line method. Estimated useful lives are as follows:

Building and Improvements	15-39 years
Fire Trucks	10 years
Fire Fighting Equipment	3-10 years
Furniture and Equipment	3-5 years

**Property Tax**

Property taxes are levied based on taxable value at January 1 and become due October 1 and past due after the following January 31. Accordingly, receivables and revenues for property taxes are reflected on the government-wide statement based on the full accrual method of accounting. Property tax receivables for prior year's levy are shown net of an allowance for uncollectible.

**Long-Term Obligations**

All long-term obligations are reported in the government-wide financial statements.

In general, governmental fund payables, once incurred, are paid in a timely manner and in full, from current financial resources, are reported as obligations of the funds. Bonds, capital leases and long-term loans are recognized as a liability on the fund financial statements when due.

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Final settlement amounts could differ from those estimates.

**Fund Balance Classification**

In the governmental fund financial statements, the District reported the following types of governmental fund balances: restricted and unassigned.

Restricted – Amounts that have constraints placed on the use of their resources. These constraints can be: (a) externally imposed by creditors (e.g., debt covenants), grantors, contributors or laws/regulations of other governments; or (b) imposed by law through constitutional provision or enabling legislation. Both constraints are legally enforceable by an external party.

## **NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)**

Unassigned – All amounts not included in other spendable classifications. The General Fund is the only fund that would report a positive amount in unassigned fund balance. Residual deficit amounts of the governmental funds would also be reported as unassigned.

### **Net Position**

Net Position represent the difference between assets, deferred outflows of resources, deferred inflows of resources, and liabilities. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

## **NOTE B – CASH AND INVESTMENTS**

### **Cash**

At September 30, 2022, the carrying amount of the District's bank balance was \$763,503. The multiple bank balances were all covered by federal deposit insurance.

### **Analysis of Specific Deposit and Investment Risks**

GASB Statement No. 40 requires a determination as to whether the District was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

#### **a.) Credit Risk**

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized rating agencies are designed to give an indication of credit risk. At year end, the District was not significantly exposed to credit risk.

#### **b.) Custodial Credit Risk**

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name.

At year end, the District was exposed to custodial credit risk.

**NOTE B – CASH AND INVESTMENTS (cont.)**

c.) Concentration of Credit Risk

The risk is the risk of loss attributed to the magnitude of a government’s investment in a single issuer. At year end, the District was not exposed to a concentration of credit risk.

d.) Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment.

At year-end, the District was not exposed to interest rate risk.

e.) Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the District was not exposed to foreign currency risk.

**NOTE C – CHANGES IN CAPITAL ASSETS**

Capital asset activity for the year ended September 30, 2022, is as follows:

	Balance 9/30/21	Additions	Retirements	Transfers	Balance 9/30/22
Land	\$ 70,000	\$ -0-	\$ -0-	\$ -0-	\$ 70,000
EMS Equipment	60,317	-0-	-0-	-0-	60,317
Communication Equipment	16,027	60,658	-0-	-0-	76,685
Building & Improvements	1,049,271	-0-	-0-	-0-	1,049,271
Firefighting Apparatus	1,026,133	92,298	-0-	-0-	1,118,431
Furniture & Fixtures	26,956	52,784	-0-	-0-	79,740
Firefighting Equipment	246,610	-0-	-0-	-0-	246,610
Total capital assets	2,495,314	205,740	-0-	-0-	2,701,054

**NOTE C – CHANGES IN CAPITAL ASSETS (cont.)**

	Balance 9/30/21	Additions	Retirements	Transfers	Balance 9/30/22
Less Accumulated Depreciation:					
EMS Equipment	34,508	14,748	-0-	-0-	49,256
Communication Equipment	13,418	4,913	-0-	-0-	18,331
Building & improvements	333,132	27,122	-0-	-0-	360,254
Firefighting Apparatus	671,283	75,356	-0-	-0-	746,639
Furniture & Fixtures	13,799	5,501	-0-	-0-	19,300
Firefighting Equipment	214,269	23,608	-0-	-0-	237,877
Total accumulated depreciation	<u>1,280,409</u>	<u>151,248</u>	<u>-0-</u>	<u>-0-</u>	<u>1,431,657</u>
Governmental activities capital assets, net	<u>\$1,214,905</u>	<u>\$54,492</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$1,269,397</u>

Depreciation expense was charged to government activities of \$151,248.

**NOTE D -- PROPERTY TAXES**

Taxes were levied on and payable as of October 1. The District has contracted with the Ellis County Tax Assessor-Collector to collect taxes on its behalf. Current year taxes become delinquent February 1. Current year delinquent taxes not paid by July 1 are turned over to attorneys for collection action.

For tax year 2022, the assessed tax rate for the District was \$0.081189 percent per \$100 on an assessed valuation of \$575,127,757 used to fund 2022 activities. Total tax levy for fiscal year 2022 was 466,940.

**NOTE E - LONG TERM DEBT**

1. Governmental activities –

Notes Payable:

Note payable debt outstanding at September 30, 2022, is comprised of the following:

**NOTE E - LONG TERM DEBT (cont.)**

<u>Description of Debt</u>	<u>Amount</u>
Note payable to a financial institution secured a security interest in ad valorem tax revenue and all other income or receipts received or to be received by the Borrower, requiring annual installments of \$81,269 including interest at 2.60%.	\$ 79,210
Total	<u>\$ 79,210</u>

Annual debt service requirements to maturity for notes payable debt are as follows:

Year Ending September 30	Principal	Interest	Total
2023	\$ 79,210	\$ 2,059	\$ 81,269
Total	<u>\$ 79,210</u>	<u>\$ 2,059</u>	<u>\$ 81,269</u>

Changes in long-term liabilities:

Long-term debt activity for the year ended September 30, 2022, was as follows:

	Amounts payable at beginning of year	Amounts added during year 2022	Amounts retired during fiscal year 2022	Amounts payable at end of year	Amounts due within one year
Notes payable	\$ 156,413	\$ -0-	\$ (77,203)	\$ 79,210	\$ 79,210
Total	<u>\$ 156,413</u>	<u>\$ -0-</u>	<u>\$ (77,203)</u>	<u>\$ 79,210</u>	<u>\$ 79,210</u>

**NOTE F – CONTINGENT LIABILITIES**

Litigation

The District is not aware of any pending or threatened litigation.

**NOTE G – EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS**

Differences between the Governmental Fund Balance Sheet and the Statement of Net Position:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the District as a whole.

Cost of capital assets	\$ 2,701,054
Accumulated depreciation	<u>(1,431,657)</u>
	<u>\$ 1,269,397</u>

Long-term liabilities applicable to the district's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities - both current and long-term-are reported in the statement of net position.

Due within one year	\$79,210
Due after one year	<u>-0-</u>
	<u>\$79,210</u>

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	\$ (205,740)
Depreciation Expense	<u>151,248</u>
	<u>\$ 54,492</u>

Repayment of notes payable is reported as expenditures in governmental funds. For the district as a whole, however, the principal payments reduce the liabilities in the statement of net position and do not result in an expense in the statement of activities.

Payment of Principal	<u>\$ (77,203)</u>
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**NOTE H – Subsequent Events**

The District evaluated subsequent events through February 18, 2023 which is the same date that the financial statements were issued, and no events were determined to be reported.

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED  
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors,  
Ellis County Emergency Services District No.1

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and major fund information of Ellis County Emergency Services District No.1, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Ellis County Emergency Services District No.1's basic financial statements, and have issued our report thereon dated February 18, 2023.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Ellis County Emergency Services District No.1's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Ellis County Emergency Services District No.1's internal control. Accordingly, we do not express an opinion on the effectiveness of the Ellis County Emergency Services District No.1's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We consider the following deficiencies in internal control to be significant deficiencies:

- The District's limited staffing creates deficiencies in internal control related to segregation of duties in the areas of cash management, additions and dispositions of assets and proper recording of accruals. Management should evaluate the relative costs

and benefits associated with any additional controls recognizing that volunteer labor can be utilized with proper procedures to mitigate potential control deficiencies.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Ellis County Emergency Services District No.1's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Waters, Vollmering & Associates, LLP  
Mansfield, Texas  
February 18, 2023

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2020-2021-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

**PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.**

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court**. This will give ample time for preparation of the agenda.

**If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.**

**\*All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

**Please fill out this form completely:**

DATE: 3-24-2023

NAME: Tim Birdwell

PHONE: 972-825-5555 FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: Ellis County Fire Mar.shd

ADDRESS: 109 S. Jackson, Suite 265

PREFERRED DATE TO BE PLACE ON AGENDA: April 4, 2023

DESCRIPTION OF AGENDA REQUEST: Consent Agenda Item (as follows)

**Approval of the necessary new applicants for the following ESD Board of Directors:**

**ESD#4 Red Oak. Request approval to accept the application of Jeremy Lampier to replace President, Robert McMillan which term ends in December 2024.**

\*  
\_\_\_\_\_  
County Attorney Approval

# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2020-2021-Amended-Commissioners-Court-Schedule>). The Commissioner's Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

**If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.**

**\*All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

**Please fill out this form completely:**

DATE: 03/23/2023 SUPPORTING DOCUMENT(S) ATTACHED? (YES)

NAME: Tim Birdwell

PHONE: 972-825-5555 FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: Ellis County Fire Marshal

ADDRESS: 109 S. Jackson. Waxahachie Texas 75165

PREFERRED DATE TO BE PLACED ON AGENDA: April 4, 2023

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):  
Approval for the Fire Marshal's office to increase the Assistant Fire Marshal position salary effective 4/4/2023 up to \$85,000.00. There will be funds in the current salary line item to cover the additional cost needed for the increase.

\*  
\_\_\_\_\_  
County Attorney Approval

# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court**. This will give ample time for preparation of the agenda.

**If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.**

**\*All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

**Please fill out this form completely:**

DATE: 03/29/2023 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Janet S. Martin, CPA CFE

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Ellis County Auditor

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 04/04/2023

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):  
Request for approval to disburse Property Tax Refunds in the amount of \$50,818.38  
by the Ellis County Tax Collector  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



**Richard Rozier**  
**Ellis County Tax Assessor/Collector**

P.O. Drawer 188  
Waxahachie, TX 75168-0188  
(972) 825-5150  
Fax (972) 825-5151

March 29, 2023

E-Mail: [Richard.rozier@co.ellis.tx.us](mailto:Richard.rozier@co.ellis.tx.us)

## Request for Approval of April 04th, 2023 Commissioner's Court

Refund to be issued	Account #	Refund Amount
Corelogic ✓	282462 ✓	\$5,298.38
So Creek Ranch I LTD ✓	163072 ✓	\$3,165.19
Corelogic ✓	167378 ✓	\$3,857.64
Wells Fargo Home Mtg. ✓	190056 ✓	\$3,231.48
Corelogic ✓	278372 ✓	\$6,769.10
Lucky Ennis Enterprise Real ✓	275589 ✓	\$13,286.19
JE Kever Inc. ✓	158016 ✓	\$3,207.16
Arthiyas Investments LLC ✓	151531 ✓	\$3,252.22
Sendera Title ✓	262129 ✓	\$5,250.78
Corelogic ✓	282756 ✓	\$3,500.24
Total Refunds:		<u>\$50,818.38</u>

Rachel Conte Administrator - Property Tax

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

\_\_\_\_\_  
Commission Perry, Pct. 3

\_\_\_\_\_  
Commissioner Stinson, Pct 1

\_\_\_\_\_  
Commissioner Butler, Pct. 4

\_\_\_\_\_  
Commissioner Grayson, Pct 2

*audited 03.29.2023*  
*Jenette M. Perini CPA, CFE*



**RICHARD ROZIER**  
 Ellis County Tax Assessor - Collector  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

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

Print Date: 03/17/2023  
 Deposit No.: 2022PAYC0001

**CORELOGIC**  
 3001 HACKBERRY  
 IRVING, TX 75063

Account Number 282462	
Legal Description of the Property LOT 61 BLK 2 THE CROSS FENCE AT OAK VISTA-REV 2.6620 AC	
11 ELLIS OAK CT 75167	
OWNER: MACDONALD ASHLEY K & CHRISTOPHER S	

2022 OVERAGE AMOUNT \$5,298.38

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 215: MAYPEARL ISD, 504: EC ESD #1 MAY, 507: EC ESD #6 WAX

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to?			
	Name: Corelogic Tax Services ✓			
	Address: P O Box 9202			
	City, State, Zip: Coppell, TX 75019			
	Daytime Phone No.: 817-699-2106		E-Mail Address: shenshweitha@corelogic.com	
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Pay. Sent made by	Check No.	Date Paid	Amount Paid
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid <u>this account</u> in error and I am <u>entitled to the refund</u> .		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
<i>Shwetha Shenoy</i>		3/17/2023		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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





**RICHARD ROZIER**  
 Ellis County Tax Assessor - Collector  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

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

Print Date: 01/10/2023  
 Deposit No.:

**SO CREEK RANCH I LTD**  
 2201 MAIN ST #1180  
 DALLAS, TX 75201-6327

Account Number 163072	
Legal Description of the Property 13;15 4 CRESTVIEW 0.46 ACRES 709 E 5TH ST 75125	
OWNER: SO CREEK RANCH I LTD	

2022 OVERAGE AMOUNT ✓ \$3,165.19

70: ELLIS COUNTY, 170: LTRD, 205: FERRIS ISD, 329: CITY OF FERRIS, 506: EC ESD #5 FER

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Name: So Creek Ranch I, Ltd ✓			
	Address: 2201 MAIN ST SUITE 1180			
City, State, Zip: Dallas Texas 75201		Daytime Phone No.: 214-526-6364		E-Mail Address: stacy@wallacetechno.com
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Cash No.	Date Paid	Amount Paid
	So Creek Ranch I, Ltd	1794	2/22/2022	\$3165.19
	TOTAL AMOUNT PAID (sum of the above amounts)			\$3165.19
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			DATE
	SIGNATURE OF REQUESTOR (REQUIRED) 			1-23-23
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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





**RICHARD ROZIER**  
 Ellis County Tax Assessor - Collector  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

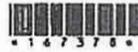
FEB 07 2023

79

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

Print Date: 01/10/2023  
 Deposit No.:

**CORELOGIC**  
 3001 HACKBERRY  
 IRVING, TX 75063

Account Number 167378	
Legal Description of the Property LOT 2 BLK 2 SOUTHAVEN EST I - REV .574 AC 102 MEADOWBROOK DR 75154	
OWNER: SCOTT SEAN DEKELSEY	

2022 OVERAGE AMOUNT \$3,857.64

70: ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD, 360: CITY OF OAK LEAF, 505: EC ESD #4 RED

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Where should the refund be issued to:			
	Name: CORELOGIC TAX SERVICES LLC ✓			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TX 75019			
Daytime Phone No.: 817-699-2106		E-Mail Address: kiram@corelogic.com		
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Draw Paid	Amount Paid
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Rasnikishore</i>		DATE 03/02/2023	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

25442R44	CORELOGIC	25442R44	CORELOGIC	✓
83,857.64	LG	187378	167378	✓
5382,376.00	CH	5382,376.00	5382,376.00	✓
954439273	954439273	954439273	954439273	
01/09/2023	01/09/2023	01/09/2023	01/09/2023	
52785205	52785205	52785205	52785205	
0001	0001	0001	0001	



**RICHARD ROZIER**  
 Ellis County Tax Assessor - Collector  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

936-0296569247

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

Print Date: 03/06/2023  
 Deposit No.: WELLS2020001

WELLS FARGO HOME MORTGAGE  
 MAC X2302-04D  
 1 HOME CAMPUS  
 DES MOINES, IA 50328

Account Number 190056 ✓	
Legal Description of the Property 916 M B REYNOLDS 2.002 ACRES 540 PIERCE RD 75154	
OWNER: ENGLISH MARY & CHRISTOPHER	

2022 OVERAGE AMOUNT ✓ \$3,231.48

70: ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD, 505: EC ESD #4 RED

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Wells Fargo Real Estate Tax Operations ✓			
	Address: PO Box 14506, Attn: Financial Support			
	City, State, Zip: Des Moines, IA 50306			
	Daytime Phone No.: 210-812-4155		E-Mail Address: barbara.kincaid@wellsfargo.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by	Check No	Date Paid	Amount Paid
	Wells Fargo Real Estate Tax Operations	9033897073	12/28/2022	3679.92
	TOTAL AMOUNT PAID (sum of the above amounts)			3679.92
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )				
SIGNATURE OF REQUESTOR (REQUIRED) Barbara Kincaid, Associate Loan Servicing Representative on behalf of Wells Fargo Real Estate Tax Operations			DATE 3/8/2023	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

WELLS2020001 18022022 51792165 803887974 CH 56.42Z194.07 \$3,221.48 LG 190056 1815 WELLS FARM



**RICHARD ROZIER**  
 Ellis County Tax Assessor - Collector  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

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

Print Date: 03/09/2023  
 Deposit No.: 2022PAYC0001

**CORELOGIC** ✓  
 3001 HACKBERRY  
 IRVING, TX 75063

Account Number 278372 ✓	
<b>Legal Description of the Property</b> LOT 18 BLK E THE VILLAGES AT CHARLESTON PH 2 .165 AC	
2603 CHALMERS RD 75154	
OWNER: GILES ROBINIQUE & DAVID ETAL	

2022 OVERAGE AMOUNT ✓ \$6,769.10

70: ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whom ever will be receiving the refund.	Who should the refund be issued to:			
	Name: <b>GILES ROBINIQUE</b>			
	Address: <b>2603 CHALMERS RD, GLENN HEIGHTS TX 751540000</b>			
	City, State, Zip:			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.:		E-Mail Address:	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Shellpoint Mortgage	02811-42-0006	12/19/22	6769.10
	TOTAL AMOUNT PAID (sum of the above amounts)			6769.10
	Please check one of the following			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the <u>address listed in Step 1.</u>			
	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>R. Sathish</i>		DATE <b>03/10/2023</b>	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

Deposit No.	Date	Seq No.	No.	Type	Amount	✓ Amount	Type	✓ No.	Payer ✓
	12/30/2022		964983976	CH	\$11,442,323.94	\$6,768.10	LG	278372	25442644-CORELOGIC



**RICHARD ROZIER**  
**Ellis County Tax Assessor - Collector**  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

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

Print Date: 02/03/2023  
 Deposit No.:

**LUCKY ENNIS ENTERPRISE REAL**  
**ESTATE INC**  
 12222 MERIT DR STE 1870  
 DALLAS, TX 75251

Account Number 275589	
Legal Description of the Property LOT 2 ENNIS CROSSING ADDN 1.931 AC 401 N SONOMA TRL 75119	
OWNER: LUCKY ENNIS ENTERPRISE REAL ESTATE INC	

2022 OVERAGE AMOUNT / \$13,286.19

70: ELLIS COUNTY, 170: LTRD, 203: ENNIS ISD, 325: CITY OF ENNIS

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

**Step 1. Identify the refund recipient.**

Show information for whomever will be receiving the refund.

Who should the refund be issued to	
Name:	SHARIF CHOUDHURY
Address:	1708 BIG BEND BLVD.
City, State, Zip:	FAIRVIEW, TX-75069
Daytime Phone No.:	972-567-3446
E-Mail Address:	SHARIF@USEAI.com

**Step 2. Provide payment information.**

Please attach copies of cancelled checks or original receipts for all cash payments you made.

Payment made by:	Check No.	Date Paid	Amount Paid
SHARIF CHOUDHURY	187	01/26/23	\$13,286 <sup>19</sup> / <sub>100</sub>

TOTAL AMOUNT PAID (sum of the above amounts)

**Step 3. Provide reason for this refund.**

Please list any accounts and or years that you intended to pay with this overage.

Please check one of the following:	
<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.
<input type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.
<input type="checkbox"/>	This payment should have been applied to other tax account(s) and/or year(s) (listed below):

**Step 4. Sign the form.**

Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)	DATE
S. Chy	02/16/2023

TAX OFFICE USE ONLY: Approved Denied By: Date:

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

ges	Deposit No.	Date	Seq No.	No.	Type	Amount	Amount	Type	No.	Type
	030300TR288	01/24/2022	02124132	00127	CH	612,088.10	612,088.10		076030	CHOKY PUMIC FATERDDIS



**RICHARD ROZIER**  
**Ellis County Tax Assessor - Collector**  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

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

Print Date: 02/22/2023  
 Deposit No.: W230221SYEC

**JE KEEVER INC**  
 PO BOX 248  
 ENNIS, TX 75120

Account Number 158016 ✓	
Legal Description of the Property 3A 14 0 T ENNIS 0.298 ACRES 408 N DALLAS ST 75119	
OWNER: KEEVER J E MORTUARY	

2022 OVERAGE AMOUNT / \$3,207.16

70: ELLIS COUNTY, 170: LTRD, 203: ENNIS ISD, 325: CITY OF ENNIS

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Where should the refund be issued to:			
	Name: <u>J.E. Keever Mortuary</u> ✓			
	Address: <u>P.O. Box 248</u>			
	City, State, Zip: <u>Ennis, TX 75120</u>			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.: <u>972-875-3891</u>		E-Mail Address: <u>keevermonuments@yahoo.com</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Christine Maier for JE Keever Mortuary</u>	<u>online payment</u>	<u>2-15-23</u>	<u>\$3207.16</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			<u>3207.16</u>
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
	<u>Acct # 158016</u>			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
SIGNATURE OF REQUESTOR (REQUIRED)			DATE	
<u>Christine Maier</u>			<u>3-1-23</u>	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

W230224SYEC 02/15/2023 53-07438 00005191957 EC 53.207.18 53.207.16 LG 156618 22628366-JE-KEEVER INC ✓ ✓ ✓



**RICHARD ROZIER**  
**Ellis County Tax Assessor - Collector**  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

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

Print Date: 01/30/2023  
 Deposit No.:

**ARTHIYAS INVESTMENTS LLC** ✓  
**739 SWORD BRIDGE DR**  
**LEWISVILLE, TX 75056**

Account Number 15153V	
Legal Description of the Property LOT 1 BLK 1 JOSEY ACRES #1 1.172 AC 201 JOSEY LN 75154	
OWNER: ARTHIYAS INVESTMENTS LLC	

2022 OVERAGE AMOUNT ✓ \$3,252.22

70: ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD, 372: CITY OF RED OAK, 505: EC ESD #4 RED

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whom ever will be receiving the refund.	Who should the refund be issued to			
	Name: <b>ARTHIYAS INVESTMENTS LLC</b>			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Address: <b>739 SWORD BRIDGE DR</b>			
	City, State, Zip: <b>LEWISVILLE TX 75056</b>			
	Daytime Phone No.: <b>817 602 4566</b>		E-Mail Address: <b>hafizhakem@gmail.com</b>	
	Payment made by:	Check No.	Date Paid	Amount Paid
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	<b>Red Oak Academy</b>			
	<b>1015</b>			
	<b>1-20-2023 \$3252.22</b>			
<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>				
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	Please check one of the following			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )				
SIGNATURE OF REQUESTOR (REQUIRED)		DATE		
		<b>3-10-2023</b>		
<b>TAX OFFICE USE ONLY:</b>				
<input type="checkbox"/> Approved		<input type="checkbox"/> Denied		By: _____ Date: _____

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

ARTIN AS INVESTMENT

151231



**RICHARD ROZIER**  
 Ellis County Tax Assessor - Collector  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

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

Print Date: 03/03/2023  
 Deposit No.: 2022PAYC0001

**CORELOGIC**  
 3001 HACKBERRY  
 IRVING, TX 75063

Account Number 282756 ✓	
Legal Description of the Property LOT 18 BLK E PIONEER POINT PH 5 & 6 1.096 AC 320 EVENING FIRE DR 75167	
OWNER: ROSA MARK & AMANDA	

2022 OVERAGE AMOUNT ✓ \$3,500.24

70. ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 507. EC ESD #6 WAX

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Provident Funding c/o CoreLogic Refunds			
	Address: PO Box 9202			
	City, State, Zip: Coppell, TX 75019-9202			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.: 817-699-3790		E-Mail Address: DFW01.Refunds@corelogic.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	CoreLogic		12/27/22	\$7,770.05
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			\$7,770.05
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )				
SIGNATURE OF REQUESTOR (REQUIRED)			DATE	
Egan A. Andrews			3/21/2023	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

25442644-CORELOGS

282753

WATERBURY, CONNECTICUT

12-29-2022

12-30-2022

**Tina Boykin**

20596823

**From:** Melissa Cooksey <mcooksey@senderatitle.com>  
**Sent:** Wednesday, January 4, 2023 1:34 PM  
**To:** Tina Boykin  
**Cc:** funding  
**Subject:** 2203620-HFTH / 1759 Shumard - 2022 Taxes  
**Attachments:** Tax Certificate.pdf

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Afternoon,

It has been brought to our attention that the Tax Acct 262129 is a vacant tract of land across the street from the subdivision in which the property we closed on is located. We are requesting that the tax payment in the amount of \$5,250.78 that was applied to this account on 12/29/2022 to be refunded back to Sendera Title.

The correct account number for this property is 284716 only which is paid in full at this time.

Please see the clip in red for the incorrect tax account # and in yellow is the correct tax account #.

Please let me know if you need any additional documentation from me to authorize the refund to Sendera.

Sincerely,



**Melissa Cooksey**

**Funder**

[mcooksey@senderatitle.com](mailto:mcooksey@senderatitle.com)

4161 McKinney Avenue, Ste 401

Dallas, TX 75204

**Office:** (214) 891-1957 x 4004 | **Fax:** (214) 891-1958

**Cell:** (469) 924-0465

[SenderaTitle.com](http://SenderaTitle.com)

**WARNING – FRAUDULENT FUNDING INSTRUCTIONS**

Email hacking and fraud are on the rise to fraudulently misdirect funds. Please call your escrow officer immediately using contact information found from an independent source, such as the sales contract or internet, to verify any funding instructions received. We are not responsible for any wires sent by you to an incorrect bank account.

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL, and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created and notify me immediately.

**From:** Jordan Gardner <jgardner@senderatitle.com>  
**Sent:** Wednesday, January 4, 2023 1:10 PM  
**To:** Melissa Cooksey <mcooksey@senderatitle.com>  
**Subject:** RE: 2203620-HFTH / 1759 Shumard - 2022 Taxes

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

GF File #: 2203620-HFTH

262129  
284716

93094

12/12/2012 63094

Silver Star Title LLC dba Sendara Title  
UPTOWN #48 ESCROW ACCOUNT  
4161 MCKINNEY AVE., SUITE 400  
DALLAS, TX 75204-8227 • (214) 891-1957

PROSPERITY BANK  
DALLAS, TX 75360-1207  
88-2265/1131

PAY TO THE ORDER OF Ellis County Tax Assessor  
Five Thousand Two Hundred Fifty and 78/100

\$5,250.78

DOLLARS

Ellis County Tax Assessor  
PO Box 188  
Waxahachie, TX 75165

VOID AFTER 60 DAYS

*Chris [Signature]*  
*[Signature]*  
TWO SIGNATURES REQUIRED



MEMO

262129

⑈093094⑈ ⑆ 1 3 1 2 2 6 5 5 ⑆ 6 0 3 0 3 2 6 3 ⑈

27762606-SENSE RA - 171

✓

✓

✓

27762606-SENSE RA - 171

052129

# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

**PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.**

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court**. This will give ample time for preparation of the agenda.

**If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.**

**\*All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

**Please fill out this form completely:**

DATE: 03/28/2023 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Todd Little

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Ellis County Judge

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 04/04/2023

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):  
Consent Agenda - Financial - FY2023 Budget  
Line Item Transfer - Courthouse Security Fund  
DECREASE 033-0933-508070 Operating Expenses by \$90,853.24  
INCREASE 033-0933-508020 Equipment - Courthouse by \$90,853.24  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2022-2023

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2022/2023 Budget as follows:

TRANSFER FROM:

Table with 3 columns: ACCOUNT NO., ACCOUNT TITLE, AMOUNT. Row 1: 033-0933-508070, Operating Expenses, \$ 90,853.24. Row 2: TOTAL, \$ 90,853.24.

TRANSFER TO:

Table with 3 columns: ACCOUNT NO., ACCOUNT TITLE, AMOUNT. Row 1: 033-0933-508020, Equipment-Courthouse, \$ 90,853.24. Row 2: TOTAL, \$ 90,853.24.

Signature of Department Head

3/23/2023 Date Signed

Courthouse Security Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

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

Approved by County Auditor's Office:

Signature of County Auditor's Office

# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

**PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.**

The **deadline** for submitting an agenda request with the supporting information is **12:00 P.M. on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

**If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.**

**\*All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

**Please fill out this form completely:**

DATE: 03/28/2023 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Janet S. Martin, CPA CFE

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Ellis County Auditor

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 04/04/2023

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

**\*\*CONSENT AGENDA - FINANCIAL\*\***

Accept funds from Department of Development (\$171.06) and Constable Pct 3 (\$30.83) in the amount of \$201.89 for vehicle maintenance performed by ECSO as Unanticipated Revenue.

**\*\*Special Budget Request\*\***

INCREASE 001-0010-508090 Auto Repairs by \$201.89

Pursuant to Texas Local Government Code §111.0108, unanticipated revenue certified by County Auditor.

\* \_\_\_\_\_  
County Attorney Approval



**ELLIS COUNTY LINE ITEM ADJUSTMENT**  
**FISCAL YEAR 2022-2023**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2022/2023 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-400030	Misc Reimbursement	\$ 201.89
	<b>TOTAL</b>	\$ 201.89

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-508090	Auto Repairs	\$ 201.89
	<b>TOTAL</b>	\$ 201.89

	March 23, 2023	010 / SO
<i>Signature of Department Head</i>	<i>Date Signed</i>	<i>Department</i>

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

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

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

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

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

\_\_\_\_\_ Commissioner Precinct #4

Approved by County Auditor's Office:



**Ellis County Treasurer**  
Cheryl Chambers  
101 W. Main Street, Suite 203  
Waxahachie TX 75165  
Phone: (972) 825-5127

**Official Receipt**

Receipt Number:  
R2023-00726

Receipt Date

03/23/2023

Received From: ELLIS COUNTY SHERIFF

Comments: 3/23/2023 ECSO MISC REIMBURSEMENT

**COPY**

Description	Account #	Amount
ECSO		\$201.89
MISC REIMBURSEMENTS	001-0010-400030	201.89

Check 502004      \$201.89      Total Amount      \$201.89  
Total paid      \$201.89  
Change      \$0.00

Issued By: LHartley *LH* Batch: B03232023-00058

ELLIS COUNTY

CHECK NO. 502004

DATE	INVOICE	DESCRIPTION	AMOUNT
02/24/2023	685	DOD-INV#685	171.06
02/27/2023	693	CONSTRCT3-INV#693	30.83
<p>001-0010-400030 Misc Reimbursement 03.23.2023 201.89</p>			
<p>RECEIVED</p> <p>MAR 23 2023</p> <p>ELLIS COUNTY TREASURER</p>			

ELLIS COUNTY SHERIFF OFFICE-VEHICLE MAINT

04478

TOTAL:

\$\*\*\*201.89

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX



**Cheryl Chambers**  
**Ellis County Treasurer**  
 109 South Jackson Street  
 Waxahachie, TX 75165  
 972-825-5128

First Financial Bank 1113  
 101 Northgate Drive  
 Waxahachie, TX 75165

Check No 502004

Vendor No.	Date	Check No.	Net Amount
04478	03/22/2023	502004	\$***201.89

PAY \*\*\*TWO HUNDRED ONE DOLLARS AND 89/100

TO THE ORDER OF

ELLIS COUNTY SHERIFF OFFICE-VEHICLE  
 MAINT  
 300 S. JACKSON  
 WAXAHACHIE, TX 75165

*Cheryl Chambers*  
 Authorized Signature

*Janet Martin CPA*  
 Authorized Signature



⑈ 50 2004 ⑈ ⑆ 111301122⑆ 47110102358⑈

**ELLIS CO SHERIFFS OFFICE**

300 S Jackson ST  
 Waxahachie, TX. 75165  
 Phone: 972-825-4972 Fax: 000- -

**INVOICE**

**685**

  
 Org. Est. # 000704

**INVOICE**

Printed Date: 02/24/2023

**Ellis Co Development - Alberto Mares**

2013 Chevrolet - Silverado 1500 WT - 4.3L, V6 (262CI) VIN(X)  
 Lic # : 1137821 Odometer In : 128629  
 Unit # : 53 D Huskins  
 VIN # : 1GCRCPX5 DZ361856

Waxahachie, TX 75165  
 Office 972-825-5206  
 Driver : Danny Huskins

Part Description / Number	Qty	Sale	Ext	Labor Description	Ext
Starter with Solenoid - Remanufactured - Standard 2465180	1.00	161.55	161.55	No start Check for no start. Test start electrical system. Replace starter and bad fuses for start system.	n/c
Fuse - Automotive PAL MINI Female Terminal 40 Amp 7822044	3.00	3.17	9.51		

Org. Estimate 171.06 Revisions 0.00 Current Estimate 171.06

Labor:	0.00
Parts:	171.06
<b>SubTotal:</b>	<b>171.06</b>
Tax:	0.00
<b>Total:</b>	<b>171.06</b>
<b>Bal Due:</b>	<b>\$171.06</b>

[ Payments - ]

Vehicle Received: 2/24/2023

Customer Number : 4

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature Danny Huskins Date 02/27/23

Email Address: roger.huseman@co.ells.tx.us

**ELLIS CO SHERIFFS OFFICE**

300 S Jackson ST  
 Waxahachie, TX. 75165  
 Phone: 972-825-4972 Fax: 000- -

**INVOICE**

**693**

Org. Est. # 000712

**INVOICE**

Printed Date: 02/27/2023 Work Completed: 02/27/2023

**Ellis County Constable Pct 3 - Polk, Jr. Curtis**

101 W. Main St  
 75165  
 Cell 214-949-9805 -- Office 972-825-5006  
 Driver : Scott Lindsey 972-351-6208

2013 Chevrolet - Tahoe PPV - 5.3L, V8 (325Ci) VIN(0)  
 Lic # : 113-7834 Odometer In : 86874  
 Unit # : S Lindsey  
 VIN # : 1GNLC2E01 DR353719

Part Description / Number	Qty	Sale	Ext	Labor Description	Ext
Conv eng oil 10w30	6.00	3.96	23.76	Lube, oil, and filter Lubricate and check chassis. Change oil and oil filter. Check air filter and breather filter. Check all fluid levels and tire pressures. Preform basic safety inspection. Road test vehicle.	n/c
Oil filter 123	1.00	3.98	3.98		
Washer fluid GAL- TX	1.00	3.09	3.09	Replace 1 tire Replace 1 tire from Constable 3 stock	n/c

Org. Estimate 30.83 Revisions 0.00 Current Estimate 30.83

Labor:	0.00
Parts:	30.83
<b>SubTotal:</b>	<b>30.83</b>
Tax:	0.00
<b>Total:</b>	<b>30.83</b>
<b>Bal Due:</b>	<b>\$30.83</b>

{ Payments - }  


Vehicle Received: 2/27/2023

Customer Number . 5

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

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

Email Address: roger.huseman@co.ellis.tx.us

# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

**If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.**

**\*All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

**Please fill out this form completely:**

DATE: 03/28/2023 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Theresa Taylor

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Human Resources

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 04/04/2023

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Consent Agenda - Financial - FY2023 Budget

Line Item Transfer

DECREASE 001-425-508050 Conference by \$300.00

INCREASE 001-0425-506010 Travel by \$300.0

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





1.1-1.2



**Department of Development Agenda Items  
Ellis County Commissioners' Court -  
Tuesday, April 4, 2023  
2:00 PM**

**REGULAR AGENDA**

**Agenda Item No. 1.1**

**Discussion, consideration & action on a plat of Estates of Palmer.** The property contains ± 57.8563 acres of land in the J.M. Riggs Survey, Abstract No. 902, located at the east side of Farrar Road ± 485 feet east of the intersection of FM 813 and Farrar Road, Palmer, Road & Bridge Precinct No. 1.

**Agenda Item No. 1.2**

**Discussion, consideration, and action to release a maintenance bond and accept infrastructure for Horseshoe Meadows.** The property contains ± 74.86 acres of land located on the south side of Bob White Road ± 850 feet west of FM 664 in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 4.

**ELLIS COUNTY COMMISSIONERS' COURT**

Report from: Department of Development

Court Date: April 4, 2023



**AGENDA ITEM NO. 1.1**  
**Estates of Palmer, Pct. No. 1**

**CASE TYPE:**

- Amendment
- Plat**
- Subdivision Bond
- Variance
- Other

**IDENTIFYING LANDMARK:**

Parcel ID No. 289980

**APPLICANT(s):**

AGK Development LLC

**ATTACHMENTS:**

1) Plat

**AUTHORED BY:**

Sara Garcia  
Planning Manager/Asst. Director

**APPROVED BY:**

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

**STAFF RECOMMENDATION:**

- Approve, as presented
- Approve with conditions**  
*(See Final Analysis header)*
- Continue/Table request
- Deny request

**AGENDA CAPTION:**

Discussion, consideration & action on a plat of Estates of Palmer. The property contains ± 57.8563 acres of land in the J.M. Riggs Survey, Abstract No. 902, located at the east side of Farrar Road ± 485 feet east of the intersection of FM 813 and Farrar Road, Palmer, Road & Bridge Precinct No. 1.

**EXECUTIVE SUMMARY:**

- The applicant wishes to subdivide the property creating forty-three (43) lots for residential purposes and one (1) non-residential lot.

THOROUGHFARE PLAN & EXISTING* RIGHT OF WAY DEDICATION INFORMATION:		
NAME & WIDTH	DEDICATION REQUIRED	DEDICATION SHOWN
Farrar Road	40 ft. from C/L	± 40 ft.
<b>Source:</b>		Ellis County MTP

WATER SERVICE:		
PROVIDER	LINE SIZE	DATE AVAILABILITY CONFIRMED
Rockett SUD	8-inch & 16-inch	January 9, 2023

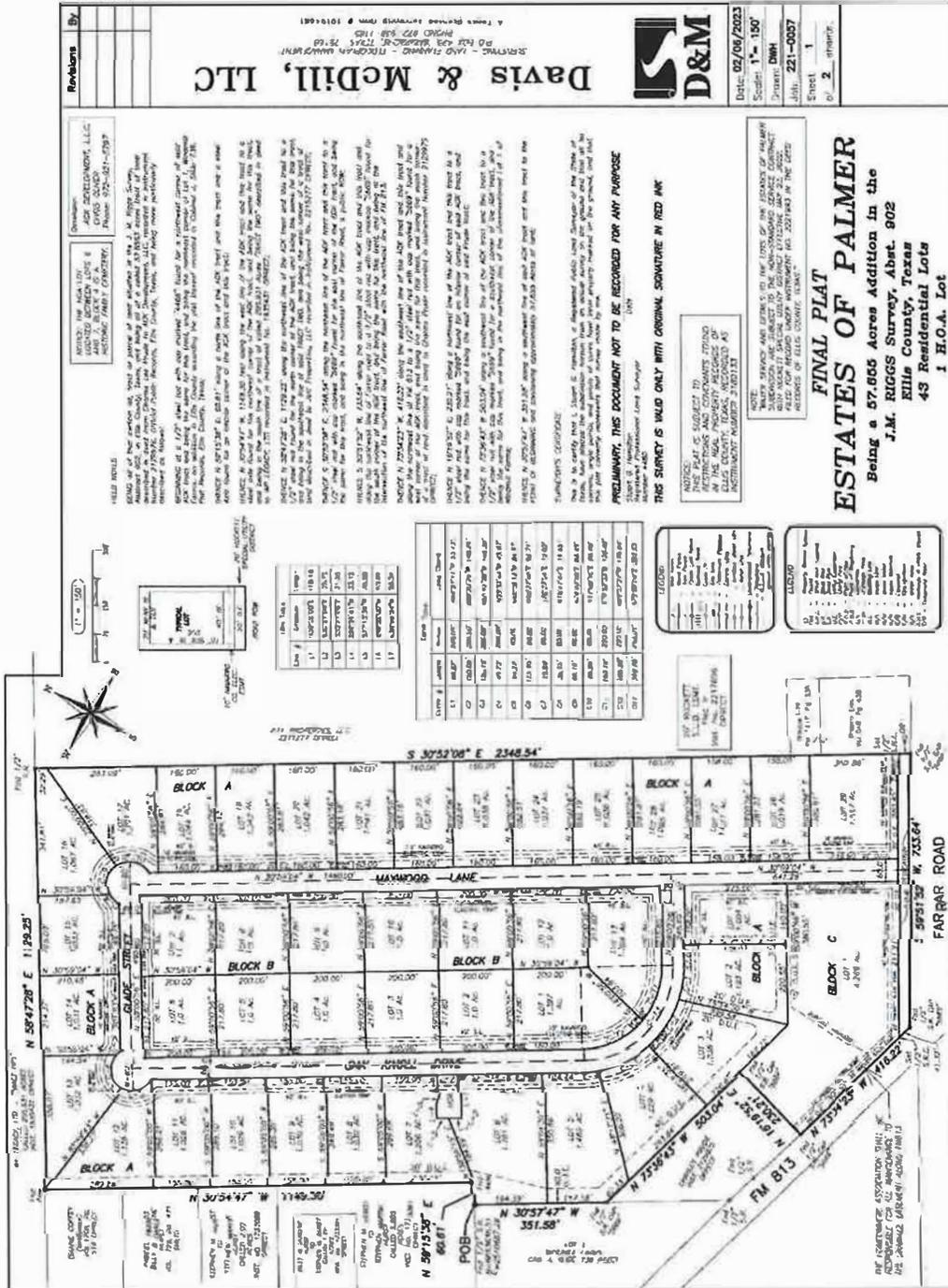
**NOTIFICATION REQUIREMENT (if applicable)**

TYPE	SENT/ADVERTISED	TOTAL NOTIFIED
N/A	N/A	N/A

**FINAL ANALYSIS:**

Upon reviewing the proposed plat, staff confirms that this plat application meets the County's current subdivision regulations and recommends **approval** of this plat as presented, subject to the following conditions:

1. Provide as-built drawings and benchmarks as required during the completion of infrastructure for the subdivision.



**ELLIS COUNTY COMMISSIONERS' COURT**

Report from: Department of Development

Court Date: April 4, 2023



**AGENDA ITEM NO. 1.2**  
**Horseshoe Meadows MB Release & Accept Infrastructure – Pct. No. 4**

**CASE TYPE:**

- Amendment
- Plat
- Subdivision Bond**
- Variance
- Other

**IDENTIFYING LANDMARK:**

Horseshoe Meadows

**APPLICANT(s):**

B&H Development, LLC

**ATTACHMENTS:**

- 1) Location map
- 2) Draft Order with a copy of maintenance bond & plat

**AUTHORED BY:**

Sara Garcia  
Planning Manager/Asst. Director

**APPROVED BY:**

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

**STAFF RECOMMENDATION:**

- Approve, as presented**
- Approve with conditions

**AGENDA CAPTION:**

**Discussion, consideration, and action to release a maintenance bond and accept infrastructure for Horseshoe Meadows.** The property contains ± 74.86 acres of land located on the south side of Bob White Road ± 850 feet west of FM 664 in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 4.

**EXECUTIVE SUMMARY:**

- The applicant requests that the County release Maintenance Bond No. 329722 issued by NGM Insurance Company in the amount of two hundred eighty-two thousand three hundred sixty & 0/100 Dollars (\$282,360.00) and accept the associated infrastructure.
- The County inspected the infrastructure in this subdivision & it is built to County standards & meets all the County’s requirements.
- The Commissioners’ Court approved this plat on September 22, 2020, for 59 residential and two (2) non-residential lots.
- The Commissioners’ Court approved the maintenance bond on October 5, 2020.

**FINAL ANALYSIS:**

Staff recommends that the Commissioners’ Court proceed in the manner described below:

- 1) **Approve** this request to release the maintenance bond totaling two hundred eighty-two thousand three hundred sixty & 0/100 Dollars (\$282,360.00), issued by NGM Insurance.
- 2) **Accept** the infrastructure within Horseshoe Meadows into the County’s public road system.

**Roads located in Horseshoe Meadows include:**

- Horseshoe Meadows Drive ( ± 2,004 feet)
- Knapp Drive (± 1,029 feet)
- Cimarron Meadows Drive (± 2,639.40 feet)
- East Drive (± 1,325 feet)

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

On this the 4th day of April 2023, 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, RELEASING THE MAINTENANCE BOND FOR THE HORSESHOE MEADOWS SUBDIVISION AND ACCEPTING ITS INFRASTRUCTURE. THE PROPERTY CONTAINS ± 74.86 ACRES OF LAND LOCATED ON THE SOUTHSIDE OF BOB WHITE ROAD ± 850 FEET WEST OF FM 664 IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 4, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "A, " PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AS PRESENTED.**

**WHEREAS**, the Commissioners Court of Ellis County, Texas, adopted the "Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on March 23, 2021, pursuant to Minute Order 195.21, hereinafter referred to as "Development Regulations"; and,

**WHEREAS**, "Volume I –Development Standards," Section VII (C) (7) (i) states, "At the end of the two (2) year period, the owner/developer may request to the County Commissioners' Court for acceptance and maintenance of such infrastructure. The release of any bond shall only be by Order of the Commissioners' Court";

**WHEREAS**, "Volume I –Development Standards," Section VII (C) (7) (ii) states, "To request a release, the owner shall present a written request to release said bond, including a notarized certificate of completion stating that all bills relating to work covered by the construction bond have been paid.";

**WHEREAS**, "Volume I –Development Standards," Section VII (C) (7) (iii) states, "The request shall contain a statement by the developer of compliance with these regulations."

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

**SECTION 1. RELEASE OF MAINTENANCE BOND**

The Commissioners' Court finds all infrastructure constructed within the Horseshoe Meadows subdivision has been built in accordance with the County's current adopted Development Regulations & the infrastructure has

been maintained, thereby satisfying the criteria outlined in Section VII (C) (5) (6) of the adopted Development Regulations.

**SECTION 2. ACCEPTANCE OF INFRASTRUCTURE**

The Commissioners' Court accepts the roads and related infrastructure constructed in the Horseshoe Meadows subdivision into the County's Road System. Therefore, roads located within this subdivision as described below and within the final plat of the Horseshoe Meadows subdivision, as approved by the Commissioners' Court on September 22, 2020:

- Horseshoe Meadows Drive ( ± 2,004 feet)
- Knapp Drive (± 1,029 feet)
- Cimarron Meadows Drive (± 2,639.40 feet)
- East Drive (± 1,325 feet)
- Bob White Road existing right of way dedication (55 feet x ± 1,320.04 feet)

**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 Order 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 4TH DAY OF APRIL 2022.**

\_\_\_\_\_  
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

Bond #329722.

MAINTENANCE BOND

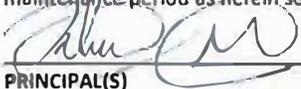
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, B&H Development, LLC as Principal(s), and the NGM Insurance Company, a corporation existing under the laws of the State of Florida and duly authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto Judge Todd Little, Ellis County Judge, or their successors in office, in the penal sum of Two Hundred Eighty Two Thousand Three Hundred Sixty & 00/100 Dollars (USD) (\$282,360.00), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

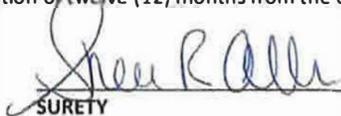
Signed, sealed and dated this 17th day of August, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above-named Principal(s) did on this 12th day of December, 2019 enter into a contract with Ellis County Judge Todd Little, or their successors in office, for the construction of Streets with Drainage and Culvert Pipes in the subdivision, Horseshoe Meadows, to the satisfaction of the Ellis County Department of Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said B&H Development, LLC shall maintain and make good all defects appearing in the work performed by due to faulty workmanship or materials which may develop during the period of twenty (24) months from 8/17/2020 the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of twelve (12) months from the end of the maintenance period as herein set forth.

  
\_\_\_\_\_  
PRINCIPAL(S)

  
\_\_\_\_\_  
SURETY

Hunter Glass  
\_\_\_\_\_  
PRINTED NAME

Sheri R Allen  
\_\_\_\_\_  
PRINTED NAME

Owner / CO president  
\_\_\_\_\_  
TITLE

Attorney-in-Fact  
\_\_\_\_\_  
TITLE







# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: March 22, 2023 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 102, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: April 4, 2023

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration, and approval of HOK Task Order #3 using the Master Services Agreement (MSA) between Ellis County and HOK, Inc. (Minute Order # 147.22) for architectural services on the Shooting Practice Range Project in an amount of \$374,500.00 plus estimated reimbursable expenses \$3,620.00.

\* \_\_\_\_\_  
County Attorney Approval

# DRAFT AIA® Document B221™ - 2018

## Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number «3» made as of the «22th» day of «March» in the year «2023»  
(In words, indicate day, month, and year.)

BETWEEN the Owner:  
(Name, legal status, address, and other information)

«Ellis County, Texas »« »  
«101 W. Main Street »  
«Waxahatchie, Tx 75165 »  
« »

and the Architect:  
(Name, legal status, address, and other information)

«Hellmuth, Obata & Kassabaum, Inc. (HOK) »« »  
«717 North Harwood Street »  
«Suite 2850, LB8 »  
«Dallas, TX 75201 Telephone: (214) 231-5851 »

for the following PROJECT:  
(Name, location, and detailed description)

«Ellis County Shooting Range»  
«Ellis County Farm Site »  
« »

### THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the «16th» day of «June» in the year «2022»  
(In words, indicate day, month, and year.)

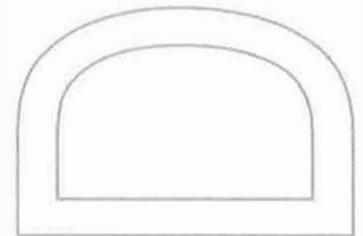
form a Service Agreement.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B221™-2018, Standard Form of Master Agreement Between Owner and Architect



**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SERVICES UNDER THIS SERVICE ORDER
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 COMPENSATION
- 5 INSURANCE
- 6 PARTY REPRESENTATIVES
- 7 ATTACHMENTS AND EXHIBITS

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)*

«Ellis County has requested that HOK develop building design and construction drawings for a Shooting Range to be located at the Ellis County Farm site.

Cost estimates for above items will be provided by Kitchell.

HOK will develop design and construction documents and then move forward with construction administration.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

### ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

#### § 2.1.1 Basic Services

*(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)*

#### « The design process will include:

Meeting with Ellis County Sheriff's Office and City of Waxahachie Police Department to develop plans and construction documents for bidding, then providing construction administration services during the construction phase.

Services include architecture, structural engineering, MEP Engineering, IT/AV design, landscape and site planning and range systems equipment design.

Services provided by owner include cost estimating, site specific survey if necessary, geotechnical engineering and furniture design.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

« »

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Design for will begin upon approval of task order. Design Phases will be per below:
  - Schematic Design – 2 months
  - Construction Documents – 2 months
  - Bid Phase – 1 month
  - Construction Administration Phase – to be determined by general contractor.

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)  
  
«Three hundred seventy four thousand five hundred dollars (\$374,500).»
- .2 Percentage Basis  
(Insert percentage value)  
  
«» ( « » ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.
- .3 Other  
(Describe the method of compensation)  
  
« »

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:  
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

« »

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:  
(Reimbursable expenses for this task order are estimated to be \$3,620.)

« »

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:

*(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)*

« »

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.

*(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)*

Coverage

Limits

## ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

*(List name, address, and other information.)*

«E.J. Harbin »

«101 W. Main Street »

«Suite. 201 »

«Waxahachie, TX 75165 »

« »

« »

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

*(List name, address, and other information.)*

«Curt Parde »

«717 N. Harwood Street »

«Suite 2850 »

«Dallas, TX 75201 »

«469.401.1681 »

«curt.parde@hok.com »

## ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- .2 Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement.)*

«Exhibit 1 dated 3/17/2023»

- .3 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of this Service Order.)*

« »

This Service Order entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

«Curt Parde »«Sr. Vice President » Registration  
#17962

(Printed name, title, and license number, if required)

THE  
BRA  
D

# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: March 22, 2023 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 102, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: April 4, 2023

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, Consideration and approval of the Contract Extension for Depository Services with First Financial Bank effective October 1, 2023, through September 30, 2025.

---

\*  
\_\_\_\_\_  
County Attorney Approval

# FIRST FINANCIAL BANK

February 27, 2023

RE: Depository Services Contract Extension  
Term: October 1, 2023 – September 30, 2025

Dear Cheryl:

First Financial Bank considers it a privilege to provide Depository Services to Ellis County. We look forward to continuing to provide these services for the first two-year extension of our Depository Contract, which begins on October 1, 2023 and ends on September 30, 2025.

First Financial Bank is proposing the to keep the terms the same for providing depository services to Ellis County:

- Interest paid to Ellis County on deposits held in interest bearing accounts will be at a rate equal to 85% of the 4-week average 91 Day T-Bill rate during the prior month with a cap of 2.50% and a floor of 0.25%.
- Standard fees will continue to be waived and a monthly flat fee of \$500 will continue to be charged. This will cover bank and Treasury Management service charges with the exception of Merchant Services, LockBox, SmartPay Express, and other third party products and services.

If you have any questions at all, please feel free to call or email me. My direct phone number is 972-723-7153 and my email address is [rphillips@ffin.com](mailto:rphillips@ffin.com).

All of us at First Financial look forward to continuing our service to Ellis County.

Warmest Regards,

Russell Phillips, Executive Vice President

AGREED AND ACCEPTED on behalf of Ellis County on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Authorized Signature and Title

AGREED AND ACCEPTED on behalf of First Financial Bank, N.A. on this 22<sup>ND</sup> day of MARCH 2023.

 E.V.P.

\_\_\_\_\_  
Authorized Signature and Title





DATE: Mar 16, 2023  
 QUOTE #:316319-01

ELLIS COUNTY PCT 3  
 BYRON GENTRY

Dunn, Patrick  
 817.996.6348

PO BOX 396  
 ITALY, TEXAS 76651-0396

One (1) New Caterpillar Inc Model: 120 LVR Motor Graders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HLK047836      SERIAL NUMBER: 0Y9A00899      YEAR: 2023      HOURS: 0

List Price	\$462,302.00
Sourcewell contract 032119 discount 34%	(\$165,562.66)
Holt Caterpillar customer loyalty discount	(\$27,244.54)
<b>SUB TOTAL</b>	<b>\$269,494.80</b>
<b>TOTAL PURCHASE PRICE</b>	<b>\$269,494.80</b>

**WARRANTY**

Standard Warranty: 12 Month/Unlimited Hours Total Machine  
 Extended Warranty: 7 year or 5500 hour power train extended warranty

Ellis County Sourcewell member ID 44363

DATE: Mar 16, 2023 QUOTE #:Quote 316319-01

**MACHINE SPECIFICATIONS**

STOCK NUMBER: HLK047836      SERIAL NUMBER: 0Y9A00899      YEAR: 2023      HOURS: 0

DESCRIPTION	REF.#
120 14B MOTOR GRADER	468-2237
LANE 3 ORDER	0P-9003
GLOBAL ARRANGEMENT LVR	561-9459
MOLDBOARD, 14' PLUS	320-7431
WEATHER, STANDARD TND	467-7404
ACCUMULATORS, WITH ARO, LVR	468-2255
ENGINE, STAGE V AND T4 FINAL	590-7345
DRAIN, HIGH SPEED, ENGINE OIL	505-7041
BASE+2(TIP,RIP), ARO, LVR	599-8686
LIGHTS, ARM, FOLD DOWN, LED	563-2430
STARTER, STANDARD DUTY	462-6512
CAB, ROPS, PREMIUM, LVR, TND	461-3559

DESCRIPTION	REF.#
SEAT COMFORT, SUSPENSION, LVR	461-3554
SEAT BELT	594-6359
COMFORT PACKAGE, PREMIUM, LVR	471-5352
PRODUCT LINK, CELLULAR PLE742	491-5100
CAT GRADE ARO, LVR, TND	468-2246
TIRES, 17.5R25 BS VKT * D2A MP	252-0775
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
LOW BAR, HALOGEN, LVR, TND	565-5395
LIGHTS, WORKING, PLUS,HAL,LVR	468-7619
LIGHTS, CAB HALOGEN, LVR	490-2608
ALTERNATOR, 150 AMP	438-5769
NO LOCK OUT	461-3545
CAMERA, REAR VISION, LVR	492-0617
MIRRORS, EXTERNAL, BASE, LVR	483-9353
WIPER, REAR, LVR	471-5346
GUARD, BOTTOM	453-4972
PUSH PLATE, COUNTERWEIGHT	336-1559
STARTING AID	422-6605
RIPPER	456-5359
TOOTH, STRAIGHT	8J-5313
JUMP START RECEPTACLE	506-4261
HVAC, BASIC,W/O AIR COMPRESSOR	510-8447
DECALS, ENGLISH (U.S)	472-5087
DRAWBAR, TOP ADJUST, HYD TIP, LVR	468-1607
REAR PANEL W/O ACCESS DOOR	518-1195
ROLL ON-ROLL OFF	0P-2265
FAN, STANDARD TND	575-7683
FUEL FILTER, NEXT GEN	574-8803
GROUND LEVEL, FUELING	577-8014
SERIALIZED TECHNICAL MEDIA KIT	421-8926

### STANDARD EQUIPMENT

#### POWERTRAIN

Air cleaner, dual stage dry type radial seal with service indicator through messenger and automatic dust ejector  
 Air-to-air after cooler (ATAAC)  
 Brakes, oil disc, four-wheel, hydraulic  
 Demand fan, hydraulic  
 Differential, lock/unlock, auto  
 Drain, engine oil, ecology  
 Engine:  
 -C7.1 diesel, with automatic

engine derate, and idle control.  
 -Optimized VHP Plus  
 -Engine ECO mode  
 -Fuel-water separator  
 Parking brake, multi-disc, sealed and oil cooled  
 Priming pump, fuel  
 Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive

#### ELECTRICAL

Alarm, back-up  
Alternator,

Batteries, maintenance free  
Electrical system, 24V

### **OPERATOR ENVIRONMENT**

Steering wheel  
Display, digital speed and gear  
Gauge, machine level  
Gauges (analog) inside the cab  
(includes fuel, articulation, engine  
coolant temp, engine RPM, and

hydraulic oil temp)  
Ladders, cab, left and right side  
Message operator information display,  
meter, hour, digital  
ISO 6394 (70% fan speed)  
Throttle control, electronic

### **SAFETY AND SECURITY**

Clutch, circle drive slip  
Doors, engine compartment,

Ground level engine shutdown  
Seat belt, retractable 76.2 (3")

### **TIRES, RIMS, AND WHEELS**

A partial allowance for tires  
on 254mm x 609mm (10"x24") multi-

piece rims is included in the base  
machine weight and price

### **OTHER STANDARD EQUIPMENT**

CD ROM parts book  
Doors, service compartment,  
locking  
SOS ports, engine, hydraulic,

transmission, coolant, fuel  
Tool box  
Fuel tank, 225 liters (59 gallon)  
Radiator, cleanout access

# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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**Please fill out this form completely:**

DATE: March 30, 2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: PURCHASING

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: April 4, 2023

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Authorization to advertise and solicit for Competitive Sealed Proposals (CSP) for Construction Services for Justice of the Peace Pct. 2 Facility.

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# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: 3.6.22 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: CHERYL CHAMBERS / REPRESENTATIVES OF LOCAL NONPUBLIC HOSPITALS

PHONE: 972.825.5127 FAX: 972.825.5129

DEPARTMENT OR ASSOCIATION: TREASURER

ADDRESS: 101 W MAIN ST

PREFERRED DATE TO BE PLACED ON AGENDA: APRIL 4, 2023

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Conduct a public hearing to discuss setting the mandatory payment rate for Fiscal Year 23 applicable to Ellis County's local provider participation program. The Ellis County Commissioner's Court will hold the public hearing pursuant to section Chapter 296A.101 of the Texas Health & Safety Code, which authorized the creation of the Ellis County local provider participation program. Public hearing to discuss the amounts of any mandatory payments that the commissioners court intends to require during the year and how the revenue derived from those payments is to be spent.

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# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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**Please fill out this form completely:**

DATE: 3.6.22 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: CHERYL CHAMBERS / REPRESENTATIVES OF LOCAL NONPUBLIC HOSPITALS

PHONE: 972.825.5127 FAX: 972.825.5129

DEPARTMENT OR ASSOCIATION: \_\_\_\_\_ TREASURER \_\_\_\_\_

ADDRESS: 101 W MAIN ST

PREFERRED DATE TO BE PLACED ON AGENDA: APRIL 4, 2023

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration, and approval to set mandatory payment rate for Fiscal Year 23 pursuant to Chapter 296A.101 of the Texas Health & Safety Code.

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# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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**Please fill out this form completely:**

DATE: 03/29/2023 SUPPORTING DOCUMENT(S) ATTACHED? ( YES )

NAME: Ted Kantor

PHONE: 972-825-5112 FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Engineering

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 04/04/2023

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

- Discuss for action approval of Advanced Funding Agreements with TxDOT for the following bridges:
  - NBI # 18-071-0-AA03-06-002      Whiterock Road over Mill Creek Tributary
  - NBI # 18-071-0-AA03-06-003      Whiterock Road over Mill Creek
  - NBI # 18-071-0-AA02-96-001      Harris Road over Hog Creek
  - NBI # 18-071-0-AA02-38-001      Bethel Road over Baker Branch

\* \_\_\_\_\_  
County Attorney Approval



RANDY STINSON  
Commissioner Pct. #1

TODD LITTLE  
County Judge

PAUL PERRY  
Commissioner Pct. #3

LANE GRAYSON  
Commissioner Pct. #2

Krystal Valdez  
Ellis County Clerk

KYLE BUTLER  
Commissioner Pct. #4

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**NOTICE OF REGULAR MEETING  
ELLIS COUNTY COMMISSIONERS COURT**

Notice is hereby given that a meeting of the Ellis County Commissioners' Court will be held on **Tuesday, April 4<sup>th</sup>, 2023, at 2:00 p.m. in the Commissioners' Courtroom (2<sup>nd</sup> floor) of the Historic Ellis County Courthouse, located at 101 W. Main Street, Waxahachie, Texas**, at which time the following will be discussed and considered:

**OPENING COURT**

County Judge will call meeting to order, declare quorum if present, and declare notices legally posted pursuant to the Open Meetings Act, Texas Government Code Chapter 551.

Motion to open meeting

Invocation and Pledge of Allegiance – *Precinct 1 Commissioner Randy Stinson*

**PUBLIC COMMENT** – Members of the public will have the opportunity to make their comments at the time the agenda item is being addressed.

**RESOLUTION** – Consideration and approval of a resolution in support of legislation protecting Texas children from sexual exposure and abuse. – *County Judge Todd Little*

**CONSENT AGENDA** – Consideration and action:

Administrative:

- A.1 Approval of Regular Bills, Payroll, and Officers' Reports. – *County Treasurer Cheryl Chambers*
- A.2 Accept the 2022 Certificate of Completion for Continuing Education Hours from the County Investment Academy for the Honorable Cheryl Chambers, Ellis County Treasurer. – *County Treasurer Cheryl Chambers*

- A.3 Accept the 2022 Certificate of Completion for Continuing Education Hours from the County Treasurer’s Association of Texas for the Honorable Cheryl Chambers, Ellis County Treasurer. – *County Treasurer Cheryl Chambers*
- A.4 Accept the 2022 Certificate of Compliance of Public Funds Investment Act Continuing Education from the County Treasurer’s Association of Texas for the Honorable Cheryl Chambers, Ellis County Treasurer. – *County Treasurer Cheryl Chambers*
- A.5 Acceptance of 2023 Continuing Education Hours required by Local Government Code §81.0025 for Commissioner Randy Stinson. – *Precinct 1 Commissioner Randy Stinson*
- A.6 Approval of Commissioners’ Court Regular Meeting Minutes from March 21<sup>st</sup>, 2023. – *County Clerk Krystal Valdez*
- A.7 Pursuant to Texas Health and Safety Code §775.082, acceptance of the annual Audit Report of the fiscal accounts and records of Emergency Services District #1 (Maypearl). – *Fire Marshal Tim Birdwell*
- A.8 Approval to accept the application of Jeremy Lampier to replace ESD #4 (Red Oak) President Robert McMillan, whose term ends in December 2024. – *Fire Marshal Tim Birdwell*
- A.9 Approval for the Fire Marshal’s Office to increase the Assistant Fire Marshal position salary up to \$85,000.00, effective April 4<sup>th</sup>, 2023. There will be funds in the current salary line item to cover the additional cost needed for the increase. – *Fire Marshal Tim Birdwell*

Financial:

- F.1 Approval for the Tax Assessor to disburse Property Tax Refunds in the amount of \$50,818.38. – *County Auditor Janet Martin*
- F.2 FY2023 Line-Item Transfer. – *County Judge Todd Little*  
     Decrease 033-0933-508070 (Operating Expenses) by \$90,853.24  
     Increase 033-0933-508020 (Equipment) by \$90,853.24
- F.3 Accept funds from the Department of Development (\$171.06) and Constable, Precinct 3 (\$30.83) totaling \$201.89 for vehicle maintenance performed by the Ellis County Sheriff’s Office as Unanticipated Revenue. Request Special Budget for Unanticipated Revenue:  
     Increase 001-0010-508090 (Auto Repairs) by \$201.89  
 Pursuant to Texas Local Government Code §111.0108, Unanticipated Revenue certified by County Auditor. – *County Auditor Janet Martin*
- F.4 FY2023 Line-Item Transfer. – *Human Resources Director Theresa Taylor*  
     Decrease 001-425-508050 (Conference) by \$300.00  
     Increase 001-0425-506010 (Travel) by \$300.00

- F.5 FY2023 Line-Item Transfer. – *Precinct 2 Commissioner Lane Grayson*  
Decrease 010-0653-508680 (FM Contract Labor) by \$30,000.00  
Increase 010-0653-509090 (FM2 Repairs Parts) by \$25,000.00  
Increase 010-0653-509620 (FM2 Lubricants) by \$5,000.00

**REGULAR AGENDA** – Discussion, Consideration and Action:

Department of Development:

- 1.1 Discussion, consideration, and action on a plat of Estates of Palmer. The property contains ± 57.8563 acres of land in the J.M. Riggs Survey, Abstract No. 902, located at the east side of Farrar Road ± 485 feet east of the intersection of FM 813 and Farrar Road, Palmer, Road and Bridge Precinct No. 1.
- 1.2 Discussion, consideration, and action to release a maintenance bond and accept infrastructure for Horseshoe Meadows. The property contains ± 74.86 acres of land located on the south side of Bob White Road ± 850 feet west of FM 664 in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 4.

Purchasing

- 2.1 Discussion, consideration, and approval of HOK Task Order #3 using the Master Services Agreement (MSA) between Ellis County and HOK, Inc. (Minute Order #147.22) for architectural services on the Shooting Practice Range Project in an amount of \$374,500.00 plus estimated reimbursable expenses of \$3,620.00.
- 2.2 Discussion, consideration, and approval of the Contract Extension for Depository Services with First Financial Bank, effective October 1<sup>st</sup>, 2023 through September 30<sup>th</sup>, 2025.
- 2.3 Discussion, consideration, and approval to purchase a 120 LVR Motor Grader from Holt Cat in the amount of \$269,494.80 using the Sourcewell Contract No. 032119 for Road and Bridge Precinct 3.

Administrative:

**Motion to Enter Public Hearing**

- P1. Conduct a public hearing to discuss setting the mandatory payment rate for Fiscal Year 2023 applicable to Ellis County’s Local Provider Participation Program. The Ellis County Commissioners’ Court will hold the public hearing pursuant to Chapter 296A.101 of the Texas Health and Safety Code, which authorized the creation of the Ellis County Local Provider Participation Program. The public hearing will discuss the amounts of any mandatory payments that the Commissioners’ Court intends to require during the year and how the revenue derived from those payments is to be spent. – *County Treasurer Cheryl Chambers and Representatives of Local Non-Public Hospitals*

**Motion to Exit Public Hearing**

- 3.1 Discussion, consideration, and approval to set a mandatory payment rate for Fiscal Year 2023, pursuant to Chapter 296A.101 of the Texas Health and Safety Code. – *County Treasurer Cheryl Chambers and Representatives of Local Non-Public Hospitals*
- 3.2 Discussion and approval of Advanced Funding Agreements with the Texas Department of Transportation (TxDOT) for the following bridges:
- NBI #18-071-0-AA03-06-002 (Whiterock Road over Mill Creek Tributary)
  - NBI #18-071-0-AA03-06-003 (Whiterock Road over Mill Creek)
  - NBI #18-071-0-AA02-96-001 (Harris Road over Hog Creek)
  - NBI #18-071-0-AA02-38-001 (Bethel Road over Baker Branch)
- 3.3 Approval for the Ellis County Sheriff’s Office to provide two deputies to patrol during the Bluebonnet Trail Festival. The City of Ennis will pay the deputies overtime and for the use of a squad car. – *Sheriff Brad Norman*

**RECESS TO CONVENE TO EXECUTIVE SESSION**

*The Commissioners’ Court of Ellis County reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, as authorized by Texas Government Code Chapter 551, or to seek the advice of its attorney and/or other attorneys representing Ellis County on any matter in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551 or as otherwise may be permitted under Chapter 551.*

**ADJOURNMENT OF EXECUTIVE SESSION**

**ADJOURNMENT OF REGULAR MEETING**

Signed this the 31<sup>st</sup> day of March, 2023

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Todd Little, Ellis County Judge

I, the undersigned, County Clerk of the Ellis County Commissioners’ Court do hereby certify that the above Notice of Meeting of the Ellis County Commissioners’ Court is a true and correct copy of said Notice, that I received said Notice, and it was posted at the doors of the Ellis County Courthouse, a place readily accessible to the general public at all times on the 31<sup>st</sup> day of March, 2023 at \_\_\_\_\_ p.m.

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Krystal Valdez, County Clerk

# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: 4/6/23 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: TODD LITTLE

PHONE: 972.825.5011 FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: \_\_\_\_\_ COUNTY JUDGE \_\_\_\_\_

ADDRESS: 101 W MAIN ST

PREFERRED DATE TO BE PLACED ON AGENDA: 4.18.23

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

DISCUSSION, CONSIDERATION AND APPROVAL OF THE FOLLOWING BOARD MEMBERS ON THE CHILD WELFARE BOARD FOR A TERM OF 3 YEARS:

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# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: \_\_\_\_\_ SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: \_\_\_\_\_

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

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TxDOT:				NBI Structure #	18-071-0-AA03-06-002
CSJ #	0918-22-160			Federal Highway Administration:	
District #	18-Dallas	AFA ID	Z00004652	CFDA No.	20.205
Code Chart 64 #	50071			CFDA Title	Highway Planning and Construction
Project Name	White Rock Road at Mill Creek Tributary			<i>AFA Not Used For Research &amp; Development</i>	

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Projects Where the LG Match Contribution is Waived  
Off the State System**

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

**WITNESSETH**

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns one or more bridges on a public road or street located at **White Rock Road at Mill Creek Tributary**, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number **116073**, dated August 31, 2021; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

TxDOT:				NBI Structure #	18-071-0-AA03-06-002
CSJ #	0918-22-160			Federal Highway Administration:	
District #	18-Dallas	AFA ID	Z00004652	CFDA No.	20.205
Code Chart 64 #	50071			CFDA Title	Highway Planning and Construction
Project Name	White Rock Road at Mill Creek Tributary			<i>AFA Not Used For Research &amp; Development</i>	

## AGREEMENT

### 1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

### 2. Termination of this Agreement

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

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

### 3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

### 4. 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.

### 5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

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**6. Right of Way and Real Property**

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS

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establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

**13. Local Project Sources and Uses of Funds**

- A. A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
- B. Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost

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resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include ROW Acquisition, Utility Relocation, and any additional requested work by the LG

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above what is eligible for Category 6 funding, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

- L. The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Projects approved for 100% federal and State funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP), do not require local participation for costs eligible for federal funding. For IIJA and HBRRP funded projects, adjustments to the typical local participation as provided by Texas Transportation Code Section 222.053 do not apply.
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

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**14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**

A. Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) and the Highway Bridge Replacement and Rehabilitation Program (HBRRP) do not require local participation for costs eligible for federal funding. Since no cost offset through the performance of Equivalent-Match work is required, this Article is not applicable.

**15. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Local Government: County Judge  
Ellis County  
101 W. Main Street  
Waxahachie, Texas 75165

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

**16. 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, such 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.

**17. Responsibilities of the Parties**

The parties to this Agreement agree that no 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.

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**18. Ownership of Documents**

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

**19. Compliance with Laws**

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

**20. 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.

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

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**22. Procurement and Property Management Standards**

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

**23. Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have

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access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

## 24. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations

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and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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*discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**26. Debarment Certifications**

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

**27. Lobbying Certification**

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this

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certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**28. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**29. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

**30. Local Government Restrictions**

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

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**31. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**32. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age

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Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**33. Signatory Warranty**

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

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

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

Todd Little  
\_\_\_\_\_  
Typed or Printed Name

Ellis County Judge  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

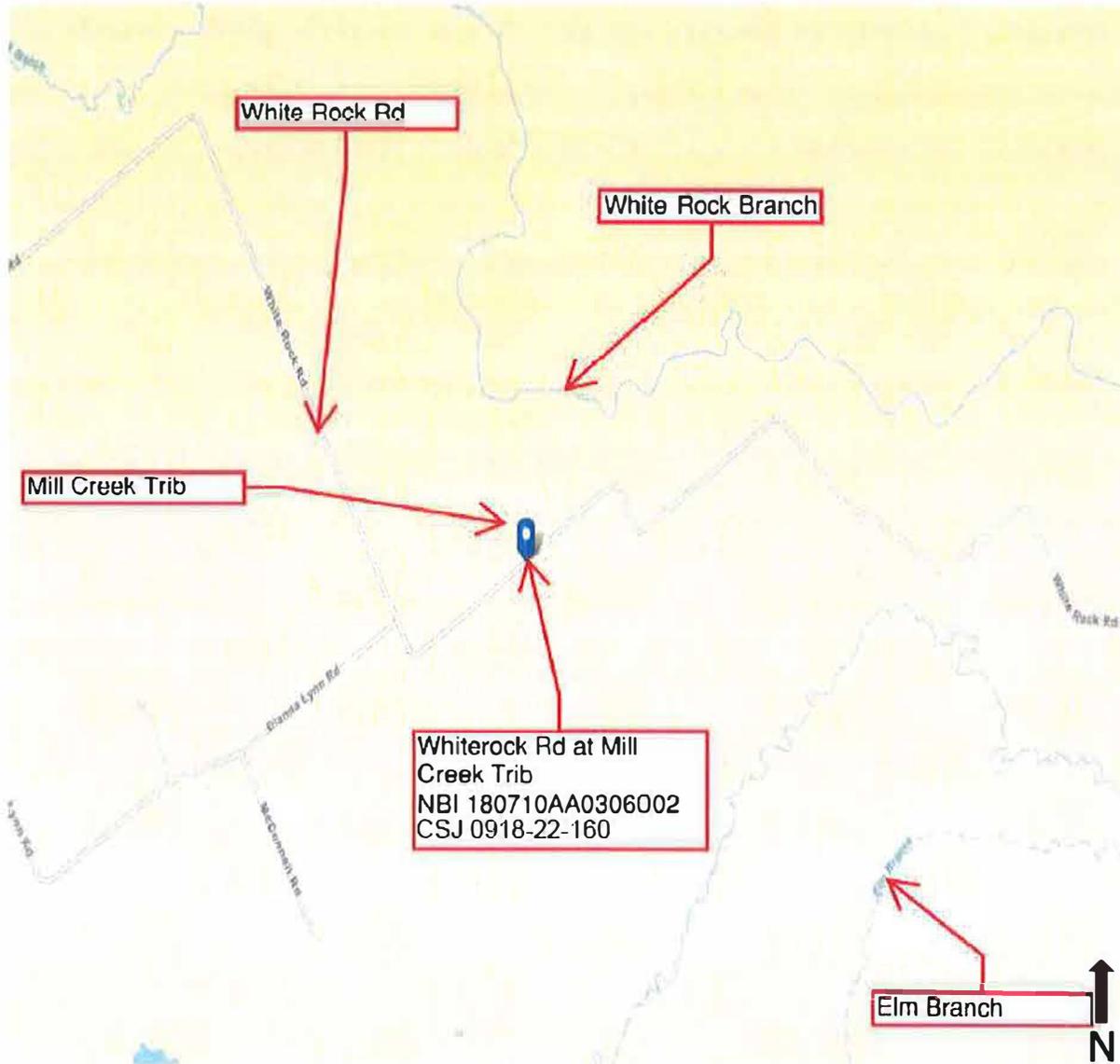
**THE STATE OF TEXAS**

\_\_\_\_\_  
Graham Bettis, P.E.  
Bridge Division Director  
Texas Department of Transportation

\_\_\_\_\_  
Date

TxDOT:				NBI Structure #	18-071-0-AA03-06-002
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District #	18-Dallas	AFA ID	Z00004652	CFDA No.	20.205
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## ATTACHMENT A PROJECT LOCATION MAP



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**ATTACHMENT B\*\*  
LIST OF DISTRICT ENGINEER APPROVED  
EQUIVALENT-MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
N/A				
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	

\*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment C.

\*\*This attachment not applicable for non-PWPs.

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## ATTACHMENT C ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$27,489</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Construction	<u>\$561,000</u>	
Engineering and Contingency (E&C)	<u>\$69,564</u>	
The Sum of Construction and E&C	<u>(2) \$630,564</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Amount of Advance Funds Paid by Local Government *		<u>\$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>\$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>\$0</u>
<b>Total Project Direct Cost</b>	<u><b>(1+2) \$658,053</b></u>	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment B. \$0

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**ATTACHMENT D**  
**RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**

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STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Projects Where the LG Match Contribution is Waived  
Off the State System**

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

**WITNESSETH**

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns one or more bridges on a public road or street located at **White Rock Road at Mill Creek**, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number **116073**, dated August 31, 2021; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

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**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

## AGREEMENT

### 1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

### 2. Termination of this Agreement

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

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

### 3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

### 4. 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.

### 5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans,

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specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

**6. Right of Way and Real Property**

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

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**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- A.** The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

**13. Local Project Sources and Uses of Funds**

- A.** A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
- B.** Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C.** The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not

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be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be

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deposited by the State and managed by the State. The funds may only be applied to the State Project.

- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include ROW Acquisition, Utility Relocation, and any additional requested work by the LG above what is eligible for Category 6 funding, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Projects approved for 100% federal and State funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP), do not require local participation for costs eligible for federal funding. For IIJA and HBRRP funded projects, adjustments to the typical local participation as provided by Texas Transportation Code Section 222.053 do not apply.
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety

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(90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

**14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**

A. Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) and the Highway Bridge Replacement and Rehabilitation Program (HBRRP) do not require local participation for costs eligible for federal funding. Since no cost offset through the performance of Equivalent-Match work is required, this Article is not applicable.

**15. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Local Government: County Judge  
Ellis County  
101 W. Main Street  
Waxahachie, Texas 75165

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

**16. 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, such 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.

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**17. Responsibilities of the Parties**

The parties to this Agreement agree that no 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.

**18. Ownership of Documents**

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

**19. Compliance with Laws**

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

**20. 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.

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

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**22. Procurement and Property Management Standards**

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

**23. Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this

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Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**24. Civil Rights Compliance**

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State

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will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program

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is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**26. Debarment Certifications**

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

**27. Lobbying Certification**

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**28. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

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**29. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

**30. Local Government Restrictions**

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

**31. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$ \_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**32. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

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- whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
  - D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
  - E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
  - F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
  - G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
  - H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
  - I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
  - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
  - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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**33. Signatory Warranty**

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

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

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

Todd Little  
\_\_\_\_\_  
Typed or Printed Name

Ellis County Judge  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

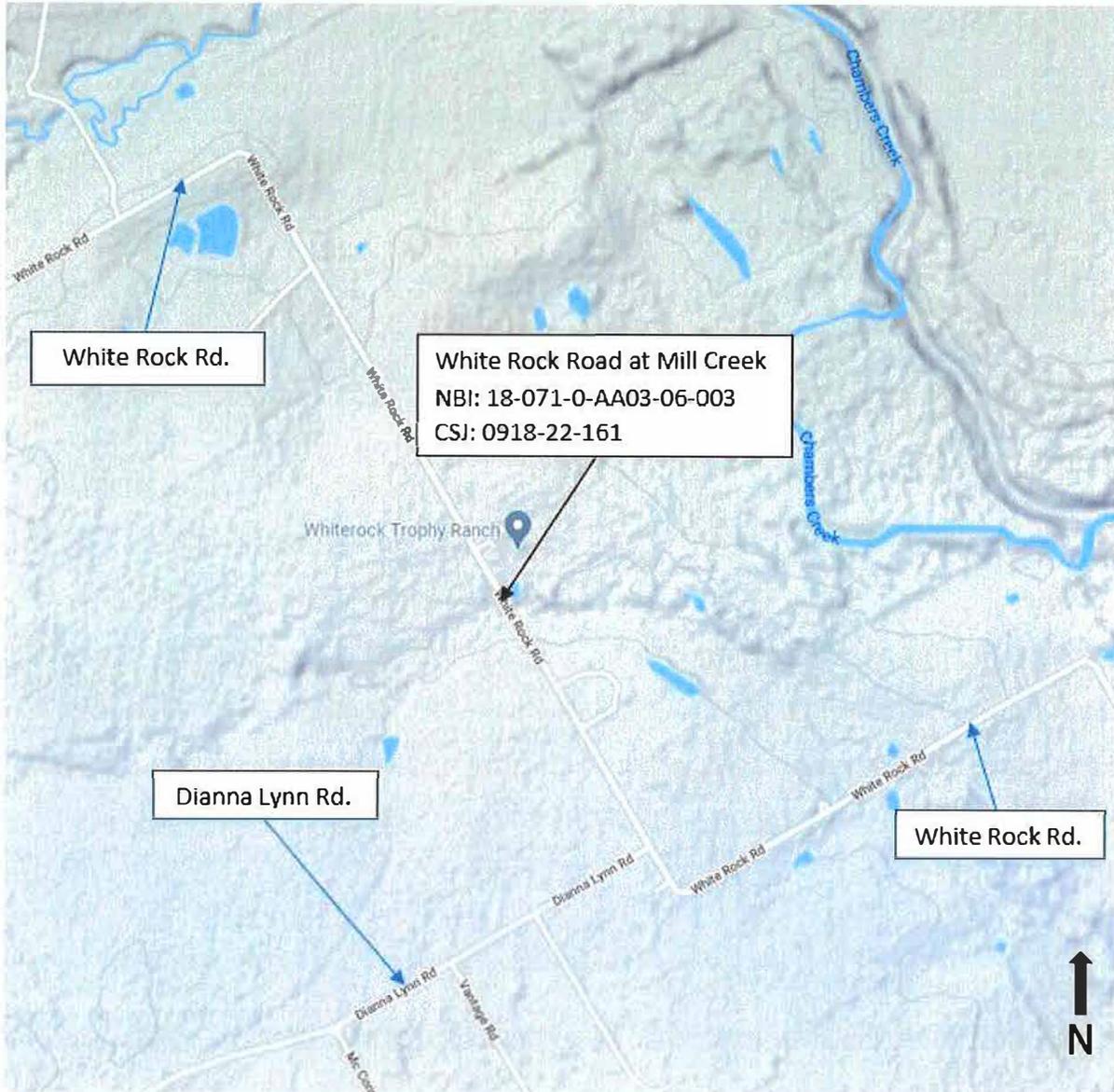
**THE STATE OF TEXAS**

\_\_\_\_\_  
Graham Bettis, P.E.  
Bridge Division Director  
Texas Department of Transportation

\_\_\_\_\_  
Date

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## ATTACHMENT A PROJECT LOCATION MAP



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**ATTACHMENT B\*\*  
LIST OF DISTRICT ENGINEER APPROVED  
EQUIVALENT-MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
N/A				
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	

\*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment C.

\*\*This attachment not applicable for non-PWPs.

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**ATTACHMENT C  
ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$36,652</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Construction	<u>\$748,000</u>	
Engineering and Contingency (E&C)	<u>\$92,752</u>	
The Sum of Construction and E&C	<u>(2) \$840,752</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Amount of Advance Funds Paid by Local Government *		<u>\$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>\$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>\$0</u>
<b>Total Project Direct Cost</b>	<b><u>(1+2) \$877,404</u></b>	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment B. \$0

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**ATTACHMENT D**  
**RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**

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STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Projects Where the LG Match Contribution is Waived  
Off the State System**

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

**WITNESSETH**

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns one or more bridges on a public road or street located at **Harris Road at Hog Creek**, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number **116073**, dated August 31, 2021; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

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**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

## AGREEMENT

### 1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

### 2. Termination of this Agreement

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

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

### 3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

### 4. 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.

### 5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans,

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specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

**6. Right of Way and Real Property**

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

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**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

**13. Local Project Sources and Uses of Funds**

- A. A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
- B. Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not

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be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be

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deposited by the State and managed by the State. The funds may only be applied to the State Project.

- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include ROW Acquisition, Utility Relocation, and any additional requested work by the LG above what is eligible for Category 6 funding, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Projects approved for 100% federal and State funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP), do not require local participation for costs eligible for federal funding. For IIJA and HBRRP funded projects, adjustments to the typical local participation as provided by Texas Transportation Code Section 222.053 do not apply.
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety

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(90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

**14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**

A. Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) and the Highway Bridge Replacement and Rehabilitation Program (HBRRP) do not require local participation for costs eligible for federal funding. Since no cost offset through the performance of Equivalent-Match work is required, this Article is not applicable.

**15. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Local Government: County Judge  
Ellis County  
101 W. Main Street  
Waxahachie, Texas 75165

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

**16. 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, such 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.

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**17. Responsibilities of the Parties**

The parties to this Agreement agree that no 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.

**18. Ownership of Documents**

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

**19. Compliance with Laws**

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

**20. 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.

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

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**22. Procurement and Property Management Standards**

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

**23. Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this

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Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**24. Civil Rights Compliance**

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State

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will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program

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is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**26. Debarment Certifications**

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

**27. Lobbying Certification**

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**28. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

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**29. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

**30. Local Government Restrictions**

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

**31. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**32. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

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whose property has been acquired because of Federal or Federal-aid programs and projects).

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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**33. Signatory Warranty**

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

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

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

Todd Little  
\_\_\_\_\_  
Typed or Printed Name

Ellis County Judge  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

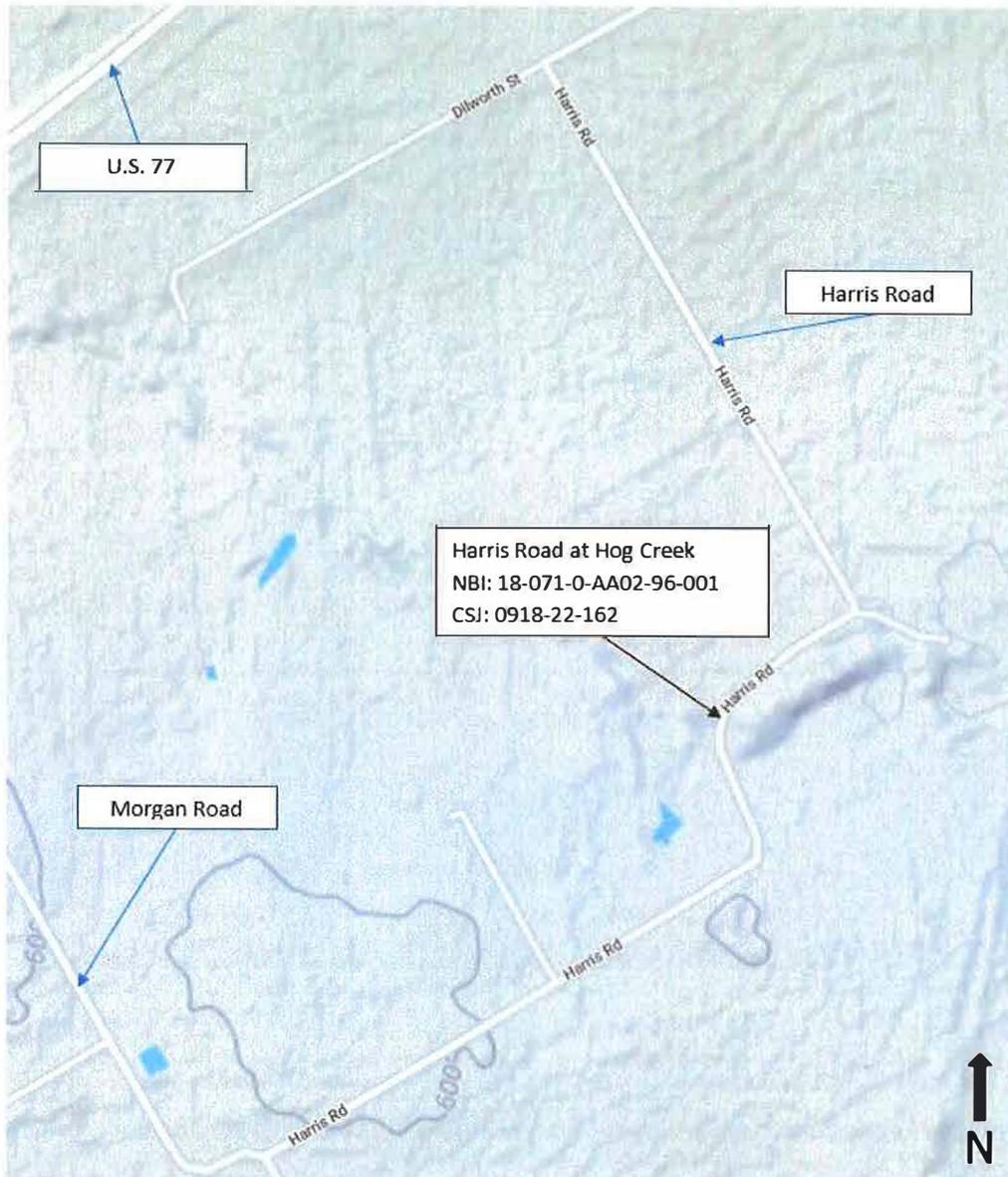
**THE STATE OF TEXAS**

\_\_\_\_\_  
Graham Bettis, P.E.  
Bridge Division Director  
Texas Department of Transportation

\_\_\_\_\_  
Date

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## ATTACHMENT A PROJECT LOCATION MAP





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**ATTACHMENT C  
ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$32,095</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Construction	<u>\$655,000</u>	
Engineering and Contingency (E&C)	<u>\$81,220</u>	
The Sum of Construction and E&C	<u>(2) \$736,220</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Amount of Advance Funds Paid by Local Government *		<u>\$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>\$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>\$0</u>
Total Project Direct Cost	<u>(1+2) \$768,315</u>	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment B. \$0

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**ATTACHMENT D**  
**RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**

TxDOT:				NBI Structure #	18-071-0-AA02-38-001
CSJ #	0918-22-164			Federal Highway Administration:	
District #	18-Dallas	AFA ID	Z00004714	CFDA No.	20.205
Code Chart 64 #	50071			CFDA Title	Highway Planning and Construction
Project Name	Bethel Road at Baker Branch			<i>AFA Not Used For Research &amp; Development</i>	

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Projects Where the LG Match Contribution is Waived  
Off the State System**

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

**WITNESSETH**

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns one or more bridges on a public road or street located at **Bethel Road at Baker Branch**, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number **116073**, dated August 31, 2021; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

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District #	18-Dallas	AFA ID	Z00004714	CFDA No.	20.205
Code Chart 64 #	50071			CFDA Title	Highway Planning and Construction
Project Name	Bethel Road at Baker Branch			<i>AFA Not Used For Research &amp; Development</i>	

## AGREEMENT

### 1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

### 2. Termination of this Agreement

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

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

### 3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

### 4. 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.

### 5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

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**6. Right of Way and Real Property**

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS

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establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

**13. Local Project Sources and Uses of Funds**

- A. A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
- B. Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost

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resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include ROW Acquisition, Utility Relocation, and any additional requested work by the LG

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above what is eligible for Category 6 funding, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

- L. The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Projects approved for 100% federal and State funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP), do not require local participation for costs eligible for federal funding. For IIJA and HBRRP funded projects, adjustments to the typical local participation as provided by Texas Transportation Code Section 222.053 do not apply.
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

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**14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**

A. Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) and the Highway Bridge Replacement and Rehabilitation Program (HBRRP) do not require local participation for costs eligible for federal funding. Since no cost offset through the performance of Equivalent-Match work is required, this Article is not applicable.

**15. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Local Government: County Judge  
Ellis County  
101 W. Main Street  
Waxahachie, Texas 75165

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

**16. 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, such 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.

**17. Responsibilities of the Parties**

The parties to this Agreement agree that no 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.

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**18. Ownership of Documents**

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

**19. Compliance with Laws**

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

**20. 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.

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

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**22. Procurement and Property Management Standards**

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

**23. Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have

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access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

## 24. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations

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and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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*discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**26. Debarment Certifications**

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

**27. Lobbying Certification**

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this

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certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**28. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**29. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

**30. Local Government Restrictions**

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

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**31. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**32. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age

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Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**33. Signatory Warranty**

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

TxDOT:				NBI Structure #	18-071-0-AA02-38-001
CSJ #	0918-22-164			Federal Highway Administration:	
District #	18-Dallas	AFA ID	Z00004714	CFDA No.	20.205
Code Chart 64 #	50071			CFDA Title	Highway Planning and Construction
Project Name	Bethel Road at Baker Branch			<i>AFA Not Used For Research &amp; Development</i>	

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

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

Todd Little  
\_\_\_\_\_  
Typed or Printed Name

Ellis County Judge  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

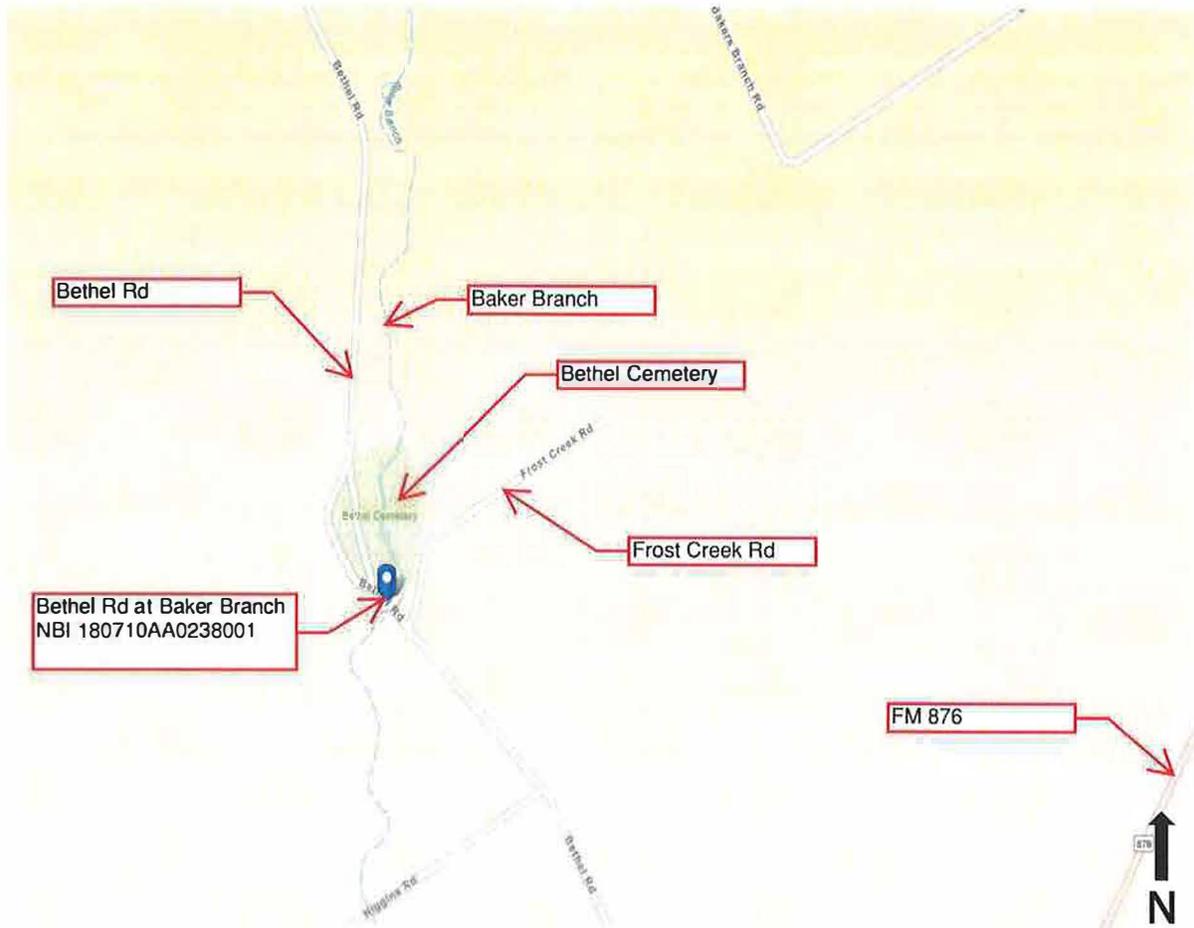
**THE STATE OF TEXAS**

\_\_\_\_\_  
Graham Bettis, P.E.  
Bridge Division Director  
Texas Department of Transportation

\_\_\_\_\_  
Date

<b>TxDOT:</b>				<b>NBI Structure #</b>	18-071-0-AA02-38-001
<b>CSJ #</b>	0918-22-164			<b>Federal Highway Administration:</b>	
<b>District #</b>	18-Dallas	<b>AFA ID</b>	Z00004714	<b>CFDA No.</b>	20.205
<b>Code Chart 64 #</b>	50071			<b>CFDA Title</b>	Highway Planning and Construction
<b>Project Name</b>	Bethel Road at Baker Branch			<i>AFA Not Used For Research &amp; Development</i>	

## ATTACHMENT A PROJECT LOCATION MAP



<b>TxDOT:</b>				<b>NBI Structure #</b>	18-071-0-AA02-38-001
<b>CSJ #</b>	0918-22-164			<b>Federal Highway Administration:</b>	
<b>District #</b>	18-Dallas	<b>AFA ID</b>	Z00004714	<b>CFDA No.</b>	20.205
<b>Code Chart 64 #</b>	50071			<b>CFDA Title</b>	Highway Planning and Construction
<b>Project Name</b>	Bethel Road at Baker Branch			<i>AFA Not Used For Research &amp; Development</i>	

**ATTACHMENT B\*\***  
**LIST OF DISTRICT ENGINEER APPROVED**  
**EQUIVALENT-MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
<b>N/A</b>				
<b>Total</b>				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	

\*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment C.

\*\*This attachment not applicable for non-PWPs.

TxDOT:				NBI Structure #	18-071-0-AA02-38-001
CSJ #	0918-22-164			Federal Highway Administration:	
District #	18-Dallas	AFA ID	Z00004714	CFDA No.	20.205
Code Chart 64 #	50071			CFDA Title	Highway Planning and Construction
Project Name	Bethel Road at Baker Branch			<i>AFA Not Used For Research &amp; Development</i>	

## ATTACHMENT C ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$32,095</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Construction	<u>\$655,000</u>	
Engineering and Contingency (E&C)	<u>\$81,220</u>	
The Sum of Construction and E&C	<u>(2) \$736,220</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Amount of Advance Funds Paid by Local Government *		<u>\$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>\$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>\$0</u>
<b>Total Project Direct Cost</b>	<b><u>(1+2) \$768,315</u></b>	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment B. \$0

TxDOT:				NBI Structure #	18-071-0-AA02-38-001
CSJ #	0918-22-164			Federal Highway Administration:	
District #	18-Dallas	AFA ID	Z00004714	CFDA No.	20.205
Code Chart 64 #	50071			CFDA Title	Highway Planning and Construction
Project Name	Bethel Road at Baker Branch			<i>AFA Not Used For Research &amp; Development</i>	

**ATTACHMENT D**  
**RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**

# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. on the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Tuesday** of each month. If that Tuesday falls on a County holiday, Commissioners Court will convene on the following Tuesday at 2:00 p.m. The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

**PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.**

The **deadline** for submitting an agenda request with the supporting information is the **1<sup>st</sup> and 3<sup>rd</sup> Tuesday at 12:00 p.m. of each month.** This will give ample time for preparation of the agenda.

**If you are not representing an organization, board, elected or appointed official your agenda request must be filed through your respective Commissioner.**

**\*All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

**Please fill out this form completely:**

DATE: March 29, 2023

NAME: Sheriff Brad Norman

PHONE: 972-825-4972 FAX: 972-825-4927

DEPARTMENT OR ASSOCIATION: Ellis County Sheriff's Office

ADDRESS: 300 S Jackson St, Waxahachie TX

PREFERRED DATE TO BE PLACED ON AGENDA: April 4, 2023

DESCRIPTION OF AGENDA REQUEST: Request approval for Ellis County Sheriff's Office

to provide two Deputies to patrol during the Bluebonnet Trail Festival. The City of Ennis will pay the Deputies overtime and for the use of a squad car. See attached for dates, time and cost.

Legal (Cherie Batsel) has reviewed and approved. This is similar to the Lake Bardwell duties.

\*  
\_\_\_\_\_  
County Attorney Approval

## **CITY OF ENNIS REQUEST**

Two Deputies Patrol during Bluebonnet Trail Festival

Date –

April 8, 2023 from 10 am to 6 pm

April 14-16, 2023 from 10 am to 6 pm

Cost –

Deputy pay - \$92.47 hourly

Vehicle cost - \$30.82 hourly

Total - \$124.29