

RECEIVED

F1

MAY 23 2018

ELLIS COUNTY
AUDITOR

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-40964	Contracting Elections	(\$19,500.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50848	Holding Salary	\$8,800.00
001-0210-50942	Election Expenses	\$10,000.00
001-0210-50823	Legal Notices	\$100.00
001-0210-50804	Postage	\$600.00


Signature of Department Head

5/21/18
Date Signed

Elections
Department

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

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

Approved by County Auditor's Office:





CERTIFICATION OF ADDITIONAL REVENUE

**Ellis County
Auditors Department**

DATE: 5/24/18

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

Additional Revenue Received

Contract Revenue for Elections 001-0210-40964

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

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

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

Signed Miykael Reeve
Miykael Reeve, CGFO
County Auditor

MAY 23 2018

F2

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50807	Gen. Misc	\$2,500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50914	FM1- Signs	\$2,500.00

Candy Stewart
Signature of Department Head

5/22/18
Date Signed

Road & Bridge Pct.1
Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

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

Approved by County Auditor's Office:

DeVonda Spivey 5/24/18

RECEIVED

MAY 29 2018

F3

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0020-50705	ELEVATOR	\$ 1,500.00
001-0020-50807	GENERAL MISC.	2,500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0020-50702	REPAIRS	\$ 4,000.00

[Signature]
Signature of Department Head

5/29/18
Date Signed

MAINTENANCE
Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

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

Approved by County Auditor's Office:

DeVonde Spulker 5/29/18



AGENDA ITEM 1.1
Ellis County Commissioners' Court
June 5, 2018



SHORT TITLE:

Replat of Greathouse Circle Estates, Lot 2AR and Lot 3.

LEGAL CAPTION:

Consider & act upon a replat of Lot 2AR and Lot 3 of Greathouse Circle Estates into Lots 2AR2 and Lot 3R. The property contains ± 24.083 acres of land located north of Greathouse Circle ± 1,550 feet west of Greathouse Road, Maypearl, Road & Bridge Precinct No. 3.



APPLICANT(S):

Jeffery and Dawn Hess



PURPOSE:

The applicants are requesting to adjust the property line between these two (2) lots. The proposed Lot 3R will be gaining ± 2.692 acres of land from Lot 2AR2, located in the rear. The lot frontage will remain the same.



HISTORY:

The Commissioners' Court initially approved this plat on July 14, 2008, and filed under Cabinet H, Slide 589.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

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

Advertisement:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on May 1, 2018, and the Waxahachie Daily Light on May 6, May 16, and May 27, 2018. A total of three (3) property owner notifications were sent, with two (2) certified signed receipts returned. To date, the Department staff has not received any inquiries regarding this request.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



RECOMMENDATION:

Staff recommends approval of this replat, as presented.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



ATTACHMENTS:

1. Aerial Map
2. Replat
3. Public Notice



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1



SUBJECT PROPERTY: PARCEL ID 244119



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 3



Search Classifieds



To be published 3 times in The Waxahachie Daily Light, Sunday, May 6, Wednesday, May 16 and Sunday, May 27, 2018
ATTENTION! PUBLIC NOTICE An application has been filed with the Ellis County Department of Development to re-plat lot 2AR and lot 3 (353 Greathouse Road), located in Greathouse Circle Estates, Block A, a subdivision in Ellis County, Texas, the replat will create lot 2AR2 (16.391 acres), and lot 3R (7.692 acres). The application will be presented to the Ellis County Commissioner's Court located at the Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas at 10:00 A.M., June 5, 2018



Post Date: 05/22 10:33 AM

Refcode: #The Daily Light 00001818 Print 🖨



AGENDA ITEM 1.2
Ellis County Commissioners Court
June 5, 2018



SHORT TITLE:

Variance request from fire hydrant requirements for proposed subdivision along Derrs Chapel Road.

LEGAL CAPTION:

Consider and act upon a request to grant a one-time variance from Section II-H (Utility Service) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow development of property without meeting the minimum fire hydrant requirements. The property contains ± 14.300 acres of the E. D. Harrison Survey, Abstract No. 429, in the extraterritorial jurisdiction (ETJ) of the City of Italy, Road & Bridge Precinct No. 3.



APPLICANT(S):

Paul Shearin



PURPOSE:

The applicant is requesting a variance to Section II (H) of the Rules and Regulations to allow the placement of a four (4) lot subdivision, each with ± 1.00 acre, without meeting the fire hydrant requirement. South Ellis County Water Supply Corporation currently has a 3½ inch water line along Jon Davis Drive and a 1½ inch water line along Derrs Chapel. Both water lines will not support fire hydrants.



ANALYSIS:

South Ellis County Water Supply Corporation has no plans to upgrade the waterline within this area. Due to this situation, this request meets the criteria for granting relief from the current regulations. The Fire Marshal's Office has reviewed this request and supports this variance.



ATTACHMENTS:

1. Applicant's Request
2. Letter from Water Company
3. Draft Order



RECOMMENDATION:

Staff recommends approval of this variance request subject to the following conditions:

- 1) A simplified plat and design for an on-site sewage facility shall be submitted for review to the Department of Development prior to the issuance of any building permits.



DEPARTMENT OF DEVELOPMENT
Ellis County

: dod@co.ellis.tx.us
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: co.ellis.tx.us/dod

- 2) Only one (1) habitable structure per lot shall be allowed until the waterline is increased to support fire hydrants and their installation shall meet the applicable Fire Code in effect at that time.
- 3) No other subdivision of property can occur on this property until the existing waterline is upsized to meet the fire hydrant requirements.
- 4) Both development and OSSF permits shall be submitted for review before the construction of any structures.



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1

Commissioner's court

APPROVED
2018 APR 10 AM 9:30

My Name is Paul Shearin and I own property on Derrs chapel in Italy Texas. This property was originally part of the Ed Harrison survey and now called Shearin Acres.

We would like to plat 4 more lots which border Derrs chapel road and have the road frontage to do this. Our problem is that South Ellis County water does not and will not allow us to have fire protection. This means that I can't add a fire hydrant for my property.

My request is a variance for this that I may plat my new lots in spite of this. We are approximately ½ mile form city limits and just over a mile to the volunteer fire dept precinct 3.

Thank you for your consideration

Paul shearin

4-10-2018



ATTACHMENT NO. 2

South Ellis County Water Supply Corporation

Serving South Ellis County and Part of Navarro County
For Your Rural Water Needs...

PO Box 348, 109 West Main Street
Italy, TX 76651
(972) 483-6885
Suzann Hyles, General Manager

BOARD OF DIRECTORS

Myron Major, President; David Seay, Vice-President;
Michael Cheatham, Secretary/Treasurer; Directors, Russ Lewis, Mark McClain

January 2, 2018

Subject: Verification of Service Area

To Whom It May Concern:

This letter is confirmation that Property ID # 184680 - 14.3 acres (Legal Description: 429 E.D. Harrison) is within South Ellis County Water Supply Corporation's certificated area of convenience and necessity. SECWSC will service this address subject to applicable laws, the corporation's tariff and bylaws. Upon application of service, satisfaction of fees and rules of service, membership will be granted and service installed. This letter in no way waives applicant's duty to meet the corporation's requirements for service.

Currently there is a 3 1/2" line along the John Davis Dr side of this property, and a 1 1/2" line along the Derrs Chapel Rd side to the property.

Sincerely,

Michele Riddle
Office Manager



ATTACHMENT NO. 3

**COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____**

On this the 5th day of June 2018, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Carol Bush

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS GRANTING A ONE-TIME VARIANCE FROM SECTION II (H) (UTILITY SERVICE) OF THE COUNTY OF ELLIS RULES, REGULATIONS AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED HOMES ALLOWING DEVELOPMENT OF PROPERTY WITHOUT MEETING THE MINIMUM FIRE HYDRANT REQUIREMENTS. THE PROPERTY CONTAINS ± 14.300 ACRES OF THE E. D. HARRISON SURVEY, ABSTRACT NO. 429, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ITALY, ROAD & BRIDGE PRECINCT NO. 3, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "A," PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

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

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



SECTION 1. GRANTING OF A VARIANCE.

The Commissioners' Court finds that the variance criteria outlined in Section II (H) of the "County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes apply and are set forth above are incorporated into the body of this order as if fully set forth herein, and the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision as South Ellis County Water Supply has no plans to upgrade the waterline within this area.

SECTION 2. CONDITIONS OF APPROVAL.

The variance for the above-described property is hereby granted a one-time variance from the Ellis County Rules for relief on the minimum fire hydrant requirements, subject to the following condition:

- 1) A simplified plat and design for an on-site sewage facility shall be submitted for review to the Department of Development prior to the issuance of any building permits.
- 2) Only one (1) habitable structure per lot shall be allowed until the waterline is increased to support fire hydrants and their installation shall meet the applicable Fire Code in effect at that time.
- 3) No other subdivision of property can occur on this property until the existing waterline is upsized to meet the fire hydrant requirements.
- 4) Both development and OSSF permits shall be submitted for review before the construction of any structures.

SECTION 3. CONFLICTS.

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE.

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



DEPARTMENT OF DEVELOPMENT
Ellis County

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 5TH DAY OF JUNE 2018.

Carol Bush, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Cindy Polley, County Clerk



EXHIBIT A
Location Map & Survey



Subject Property PARCEL ID 184680



AGENDA ITEM 1.3
Ellis County Commissioners' Court
June 5, 2018



SHORT TITLE:

Preliminary plat of Harper Road Subdivision, Unit Four, Lots 3 - 4

LEGAL CAPTION:

Consider and act on a request for a preliminary plat of Harper Road Subdivision, Unit Four, Lots 3-4. The property contains ± 9.704 acres of land in the Rafael de la Pena Survey, Abstract No. 3 located on the east side of Harper Drive ± 1,050 feet south of FM 660, Ferris, Road & Bridge Precinct No. 1.



APPLICANT:

Anita Smith



PURPOSE:

The applicant wishes to subdivide this property into two (2) lots. Lot 3 will contain ± 1.00 acres, and Lot 4 will have ± 7.541 acres.



HISTORY:

Although there is no other history associated with this property, there is a final plat of this subject property on the same agenda.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

Although there are no thoroughfares shown near this proposed development, a right-of-way dedication of thirty (30) feet for Harper Drive is shown to convert this road from a prescriptive right-of-way and dedicated easements into a right-of-way dedication.



ANALYSIS:

A case like this would typically qualify as a simplified plat, however, the applicant has previously submitted a simplified plat on property within the same abstract and survey and therefore is not eligible for that type of plat approval based on the 10-year requirement found in Minute Orders 396.04 to 401.06.

This plat meets all the requirements outlined in the adopted regulations.



ATTACHMENTS:

1. Location Map
2. Preliminary Plat



DEPARTMENT OF DEVELOPMENT
Ellis County

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



RECOMMENDATION:

Staff recommends approval of this request, as presented.



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:

A handwritten signature in black ink that reads "Alberto Mares".

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



ATTACHMENT NO. 1



Subject Property: PARCEL ID 227571



AGENDA ITEM 1.4
Ellis County Commissioners' Court
June 5, 2018



SHORT TITLE:

Final plat of Harper Road Subdivision, Unit Four, Lots 3 - 4

LEGAL CAPTION:

Consider and act on a request for a final plat of Harper Road Subdivision, Unit Four, Lots 3-4. The property contains ± 9.704 acres of land in the Rafael de la Pena Survey, Abstract No. 3 located on the east side of Harper Drive ± 1,050 feet south of FM 660, Ferris, Road & Bridge Precinct No. 1.



APPLICANT:

Anita Smith



PURPOSE:

The applicant wishes to subdivide this property into two (2) lots. Lot 3 will contain ± 1.00 acres, and Lot 4 will have ± 7.541 acres.



HISTORY:

Although there is no other history associated with this property, there is a preliminary plat of this subject property on the same agenda. Should that agenda item be tabled or continued, staff will request the same action on this plat.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

Although there are no thoroughfares shown near this proposed development, a right-of-way dedication of thirty (30) feet for Harper Drive is shown to convert this road from a prescriptive right-of-way and dedicated easements into a right-of-way dedication.



ANALYSIS:

A case like this would typically qualify as a simplified plat, however, the applicant has previously submitted a simplified plat on property within the same abstract and survey and therefore is not eligible for that type of plat approval based on the 10-year requirement found in Minute Orders 396.04 to 401.06.

This plat meets all the requirements outlined in the adopted regulations.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



ATTACHMENTS:

1. Location Map
2. Final Plat



RECOMMENDATION:

Staff recommends approval of this request, as presented.

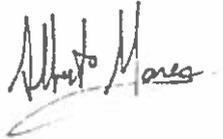


PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1



Subject Property: PARCEL ID 227571



AGENDA ITEM 1.5
Ellis County Commissioners' Court
June 5, 2018



SHORT TITLE:

Final plat of H & B Estates, Lots 1 -13

LEGAL CAPTION:

Consider and act on a request for a final plat of H & B Estates, Lots 1-13. The property contains ± 25.524 acres of land in the J.W. Baker Survey, Abstract No. 35 located north of Ewing Road ± 4,800 feet west of FM 983, Ferris, Road & Bridge Precinct No. 1.



APPLICANT:

Melissa Barrington and Andrew Garrett



PURPOSE:

The applicant wishes to subdivide this property into thirteen (13) lots to create a residential subdivision. The remaining ± 14.787 acres will remain unplatted at this time.



HISTORY:

The Commissioners' Court approved the preliminary plat at its May 22, 2018 meeting.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

Although there are no thoroughfares shown in the vicinity of this proposed development, a right-of-way dedication of thirty (30) feet for Ewing Road is shown to convert this road from a prescriptive right-of-way and dedicated easements into a right-of-way dedication.



ANALYSIS:

Rockett SUD has a six-inch water line adjacent to this development, and it will support fire hydrants for this development. This plat meets all the requirements outlined in the adopted regulations.



ATTACHMENTS:

1. Location Map
2. Final Plat



RECOMMENDATION:

Staff recommends approval of this request, as presented.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1



Subject Property: PARCEL ID 179393



2.1

SERVICE AGREEMENT

Beginning Date: 10-1-2018
Bill To: Ellis county Jail
Waxahachie tx.

Ending Date: 9-30-2019
Ship To: _____
Same

GARRATT-CALLAHAN COMPANY agrees to provide a water treatment chemical program and service from the effective date as described in the following program summary.

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the sum of:
Three Thousand Six Hundred and zero cents DOLLARS \$ 3600.00

Payable in Quartley MONTHLY/QUARTERLY/ANNUAL installment(s) of:
Nine hundred dollars DOLLARS \$ 900.00

Such invoices are to be paid by CLIENT monthly. Only monthly invoices will be submitted to the customer.

Invoices for materials used in conducting the program will be maintained internally by GARRATT-CALLAHAN COMPANY.

When agreed upon by both parties, this contract can be extended 2 additional year(s) at a 3 % increase per year.

State and local taxes will be added to each invoice unless a tax exemption certificate is submitted to GARRATT-CALLAHAN COMPANY.

GARRATT-CALLAHAN COMPANY will make periodic calls to your facility, during which time we will perform all pertinent analyses for your treated systems and make recommendations for chemical feed, blow down, and other necessary parameters in order to make your treatment operation successful. Copies of our reports will be sent to responsible personnel as required.

The contract figure is based upon maintaining all limits according to our specifications and recommendations, and also upon normal load conditions and operations. Any change in the criteria, including expansions, additions, etc., will require renegotiation of terms.

GARRATT-CALLAHAN COMPANY will be responsible only for reasonable diligence and care in providing its program under the agreement. GARRATT-CALLAHAN COMPANY will not be responsible for failure or delay in providing its program due to any act or circumstances beyond its control.

Either party may terminate this agreement when just cause has been identified and delivered in writing, and if the deficient party has not taken corrective action within 90 days of the written notification. Upon termination the remaining chemical inventory (unopened container and within shelf life) and equipment shall be returned to G-C with a restocking fee of 25%.

By signing, you are indicating that you have read and agreed to our Terms and Conditions of Sale, PO3410.

CLIENT: _____

GARRATT-CALLAHAN COMPANY

BY: _____
(PRINTED NAME)

BY: Jeff Falkenbach
(PRINTED NAME)

(SIGNATURE/DATE)

(SIGNATURE/DATE)

TITLE: _____

TITLE: Technical Sales



Terms and Conditions of Sale

Approval and Acceptance

All orders are subject to approval and acceptance at the Seller's office in Burlingame, California. The quoted prices are subject to acceptance within 30 days of this quotation date, and may change without notice after that time. Orders received within the 30 day period will be invoiced at the quoted figure provided delivery is accepted within 6 months of G-C's receipt of the order. When delivery is required by the client after the 6 month period (unless because of G-C's inability to make delivery) prices will be those prevailing at the time of shipment.

Prices and Freight Charges

Unless specifically quoted otherwise, all Garratt-Callahan (G-C) prices are f.o.b. destination, freight prepaid to any point in the Continental United States serviced by commercial truck lines. Alaska, Hawaii and all other destinations outside the continental U.S. will incur additional freight charges.

Note: the following exception applies:

A freight charge of \$100.00 will be added to shipments of chemicals less than or equal to 100 pounds gross weight. This charge does not apply to equipment, test kits or reagents.

As G-C prices include freight (except as noted above) you are not billed freight by the freight line.* In comparing G-C chemical formulation prices with those of companies that ship collect, a figure of approximately 6% should be added to their prices.

*When the customer requires special trucking such as ChemFeed delivery, chemical transfer, drum disposal, lift gate or stake trucks, weekend or holiday delivery, air freight, delivery within a building, etc., the charges will be added to the invoice. These additional charges will be billed separately unless included in a monthly, quarterly, or annual agreement.

Prices and Freight Charges – Maritime Sales

Maritime Sales are F.O.B Port within continental U.S.A. Selling prices are evaluated quarterly in order to determine whether a price change is warranted.

Taxes

Quoted prices do not include any taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies, or charges, are to be paid by the Buyer.

Invoice Payment Terms

Terms are net 30 days and prices do not include any sales taxes. Customers with unpaid invoices after 90 days will be subject to being placed on credit hold status until payment verification is made. Orders pending may be released at office or accounting manager discretion.

Where feeding and control equipment is proposed, the quotation includes only that equipment specifically listed. No wiring, piping, fittings or installation costs are included except as noted.

Warranty and Return

Materials sold are warranted to be free of defects in composition or workmanship. All other warranties, whether expressed or implied, are excluded unless such warranties are expressed in writing and signed by an officer of the G-C Company. Upon inspection and instructions by the Seller, defective materials may be returned to the Seller. If found to be defective such goods will be replaced or repaired by the Seller. The Seller shall not be liable for any loss or damage arising from

the use of such materials, either direct or consequential. The exclusive remedy against the Seller shall be that of replacement of defective materials.

Any chemical product provided to the customer becomes the property of the customer once the chemical container is opened, or a stored chemical exceeds its' expiration date. Chemical containers used in the management of the customers' water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidentally or inadvertently released at the customer's facility become the property of the customer. Unopened chemicals within their expiration date may be able to be returned to Garratt-Callahan upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge.

Note: For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for full resalable drums of chemicals if prepaid to G-C plant; a 25% restocking charge if not prepaid.

Delivery and Losses

G-C will make every effort to provide the quoted materials and services promptly and on a schedule required by the Buyer and/or estimated by G-C. The Seller shall not be liable for losses, either direct or consequential, caused by delays in delivery resulting from labor disputes, shortage of raw materials, inability of suppliers to deliver or perform, losses or delays or damages while in the hands of a common carrier, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of the Seller.

Right to Cure

Buyer shall give G-C written notice specifying any performance deficiencies and allow G-C a meaningful opportunity of no less than 90 days to correct prior to taking actions adverse to G-C.

Insurance

G-C shall be relieved of its obligations with respect to its warranties, performance goals, cost saving or usage goals or any other commitments, in addition to any other remedies it may have, in the event of Buyer's failure: (a) to operate the systems treated with G-C's Goods and all related equipment and processes ("Systems") within control parameters or, if none, within industry customary operating conditions; (b) to maintain the Systems in good operating order and repair; (c) to follow G-C's recommendations or to fulfill its responsibilities for System operation; (d) to communicate to G-C hidden or not obvious system, process, or equipment conditions affecting G-C's Goods or (e) to provide complete and accurate System data. In the event G-C fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer's sole remedy shall be termination of purchases from G-C.

Exceptions

All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set up in Buyer's purchase order, unless exceptions are clearly stated in writing and signed by an officer of Garratt-Callahan Company.

3.2



W A X A H A C H I E
JUNIOR SERVICE LEAGUE
P.O. Box 294
Waxahachie, TX 75168-0294
www.WaxahachieJSL.org

May 01, 2018

Ellis County Sheriff's Office
300 S Jackson St
Waxahachie, Tx 75165
972-825-4901

The Waxahachie Junior Service League presents to the Ellis County Sheriff's Office a donation in the amount of \$100.00. Thank you for your continued work in providing assistance for the residence in Ellis County.

Sincerely,

A handwritten signature in cursive script, appearing to read "Leisha Morris". The ink is dark and the signature is fluid and connected.

Leisha Morris
Treasurer
Waxahachie Junior Service League
treasurer@waxahachiejssl.org

5799

WAXA JUNIOR SERVICE LEAGUE

PO BOX 294
WAXAHACHIE, TX 75168

DATE 05/01/18

88-162/1119

PAY TO THE ORDER OF

Ellis County Sheriff's Office
one hundred dollar & no/100⁰⁰

DOLLARS

Donated
Judith M. Carr

⑆005799⑆ ⑆111901629⑆ ⑆13 612 7⑆

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COUNTY OF ELLIS
PRECINCT NO. 1

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: see attachment
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$ 2,341,535.00
3. Number of traffic control devices in the precinct defaced or torn down:
195
4. Any new road that should be opened in the precinct: N/A
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements:
see attachment

Submitted by the undersigned on this 2th day of May 2018.

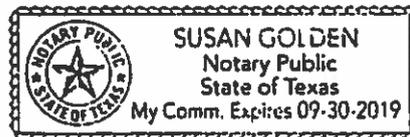
Commissioner Dennis Robinson, Precinct 1

Subscribed and sworn to, before me, the undersigned authority, this 2th day of May 2018.

Notary Public

Printed Name: Susan Golden

My commission expires: 9-30-19



Precinct 1 Bridges 2018

AA0103-000 Ellis County Bridge List

AA0322-003 P1 Ebenezer Rd. over Grove Creek Trib.	Satisfactory condition
AA0329-002 P1 Wilson Rd. over Cottonwood Creek	Good condition
AA0329-003 P1 Wilson Rd. over Cottonwood Creek	Satisfactory condition
AA0329-004 P1 Wilson Rd. over Cottonwood Creek	Satisfactory condition
AA0400-001 P1 Boyce Rd. over Grove Creek	Satisfactory condition
AAA0423-001 P1 Farrar Rd. over Red Oak Creek	Satisfactory condition
AAA511-001 P1 India Rd. over India Branch	Good Condition
AA0527-001 P1 Neck Rd. over Red Oak Creek	Fair Condition
AA0531-001 P1 Parker Hill Rd. over Grove Creek	Satisfactory condition
AAA0551-001 P1 Garrett Ave. over Cottonwood Creek	Satisfactory condition
AA0551-002 P1 Garrett Ave. over Grove Creek	Satisfactory condition
AA0559-002 P1 Ebenezer Rd. over Grove Creek	Good condition
AA0559-004 P1 Ebenezer Rd. over cottonwood Creek	Good condition
AA0562-001 P1 Rutherford Rd. over Red Oak Creek	Good condition
AA0571-001-P1 Palmyra Rd. over Red Oak Creek	Good condition
AA0572-002 P1 Palmyra Rd. over Brushy Creek	Good condition
AA0580-001P1 Hunsucker Rd. over Brushy Creek	Satisfactory condition
AA0582-001 P1 Batchler Rd. over Bear Creek	Satisfactory condition
Aa0597-001 P1 Bluff Springs Rd. over Bear Creek	Satisfactory condition
AA03-98-002 Broadhead Grove	Satisfactory Condition
AA03-99-001 Youngblood Grove	Satisfactory Condition
AA04-88-001 Novy Burns	Satisfactory Condition
AA04-88-002 Novy Village Relief	Satisfactory Condition
AA04-88-003 Novy Village	Satisfactory Condition
AA04-89-001 Whitehouse Smith	Satisfactory Condition
AA04-93-001 Union Hill Smith	Satisfactory Condition
AA05-37-001 Crisp Village	Satisfactory Condition

2017/2018 Ellis County Precinct 1 Annual Road Report

County Roads	Miles	Pct	Cent. Miles	Chip Seal Miles	Gravel Miles	Year rebuilt	Road Condition 1=Poor to 5 = Excellent	Potholes/Reconstruct & seal/Reseal	Reason for degradation	Maint. Cost
Aber Rd	0.247	1		0.247		2017	5	SRS		\$12,350.00
Alvis Ln.	0.4	1		0.4		2018	5	RECON/SRS		\$53,000.00
Almond Rd	1.512	1		1.512		2013	5	PH		\$165.00
Alsodorf Rd.	4.08	1		4.08		2012	4	PH	trucks	\$1,239.00
Americana Rd	0.362	1		0.362			3	PH	traffic/weather	\$330.00
Andrews Rd.	1.79	1		1.79		2012	4	PH	weather	\$4,625.00
Askew Rd	0.289	1		0.3			4	PH	weather	\$165.00
Bardwell Cir	0.147	1		0.147		2013	4		weather	\$0.00
Batchler Rd	2.904	1		2.7		2015	2	PH	over wt. trucks	\$330.00
Bellis Chapel Cir	0.05	1		0.05		2011	4	PH	weather	\$250.00
Bent Trail	0.595	1		0.6		2013	5	PH		\$495.00
Bennett	0.6	1		0.6		2012	4	PH	weather	\$166.00
Berkshire Ln.	0.37	1	0.37				5	PH		\$330.00
Blus Ribbon Rd.	1.523	1		1.523		2016	5	PH	weather	\$165.00
Bluff Springs Rd	2.23	1		2.23		2017/2018	5	RECON/SRS	over wt. trucks/weather	\$111,500.00
Bobs Run Rd	1.134	1		1.134		2010	3	PH	over wt. trucks	\$660.00
Boyce 1	0.5	1		0.5		2015	3		weather	\$0.00
Old Boyce Rd.	3.69	1		3.69		2008	3	PH	over wt. trucks	\$660.00
Brushy Creek Rd	1.05	1		1.05		2008	3	PH	over wt. trucks	\$626.00
Brushy Way	0.5	1		0.5		2008	3	PH	weather	\$330.00
Burl Moore	1.39	1		1.39		2012	4	PH	weather	\$330.00
Broadhead Rd.	0.5	1		0.5		2012	5	PH		\$330.00
Cactus Rd	1.24	1		1.24		2011	4	PH		\$495.00
Carmen Dr	0.824	1		0.82		2017	5	RECON/SRS	weather/traffic	\$31,000.00
Castle Ridge	0.445	1		0.45		2007	3	PH	weather/traffic	\$165.00
Chaparral	1.1	1		1.1			3	PH	over wt. trucks	\$660.00
Chapel Ct	0.12	1		0.12			3	PH		\$165.00
Chapel Hill Ln	0.59	1		0.59		2015	3	PH		\$165.00
Chmeler Rd.	1.557	1		1.557		2012	4	PH	over wt. trucks	\$300.00
Christian Rd.	2.33	1		2.33		2012	4	PH	weather	\$495.00
Crisp Rd.	2.71	1		2.71			3	PH		\$660.00
Chazin Cl.	0.44	1	0.44				5			\$0.00
Choice Dr	0.71	1	0.71				5	PH		\$330.00
Church Cir.	0.2	1		0.2		2012	4		weather	\$0.00
Church St.	1.1	1		1.1	0.05	2012	4		weather	\$0.00
Clouse	0.05	1								\$0.00
Cochise Dr	0.3	1		0.3			3		over wt. trucks	\$0.00
Colley	0.3	1		0.3		2009	3	PH	over wt. trucks	\$330.00
Cole Rd	1	1		1		2013	4	PH	traffic	\$495.00
Concho Cir	0.1	1	0.1				5			\$0.00
Courtney	0.14	1	0.14				5			\$0.00

Road Name	Miles	Pct	Concrete/miles	Chip Seal	Gravel/miles	Year rebuilt	0=poor to 5 = Excellent	Potholes/RS	Reason for degradation	Maint. Cost
Courtnay Meadow	0.3	1	0.3				5			\$0.00
Cottonwood St	0.458	1		0.46		2013	5	PH		\$165.00
Creekview	0.327	1		0.33		2012	4	PH	weather	\$165.00
Crest Brook	0.454	1		0.46		2008	3	PH	weather	\$330.00
Carlton Parkway	0.37	1		0.37		2008	3	PH	weather	\$165.00
Crescent View Dr.	0.48	1		0.48		2012	4	PH		\$330.00
Dandy Mill	0.392	1		0.392		2016	5	PH	over wt, trucks	\$0.00
Davenport	0.37	1	0.37				5	PH		\$330.00
Deborde Cir	0.67	1		0.67		2014	5	PH	weather/traffic	\$165.00
Diane Rd	0.486	1		0.5		2011	5	PH		\$0.00
Dublin Ct.	0.13	1	0.13				5			\$0.00
Eason Rd.	2.6	1		2.6		2017	5	RECON/SIRS	over wt. trucks/weather	\$130,000.00
Eagles View Dr.	0.41	1		0.41		2012	4	PH	weather	\$330.00
Eagles Roost Cir.	0.076	1		0.41		2012	4	PH	weather	\$165.00
Eastridge Cir	1.243	1		1.243		2011	4	PH	trucks	\$330.00
East India Rd.	1.83	1		1.83		2016/2006	5-2	PH	traffic/weather	\$330.00
Ebenazer Rd	3.335	1		3.335		2016/2011	5-3	PH	over weight trucks	\$828.00
Flower Meadows	0.11	1	0.11				5			\$0.00
Eleven League	0.6	1		0.6		2013	5			\$0.00
Emil Ln.	0.055	1			0.055		5			\$0.00
Emmett Cir	0.449	1		0.449		2015	5	PH	weather	\$495.00
Epps Rd	2.387	1		2.387		2007	2	PH	over wt. trucks	\$375.00
Ewing Rd	1.88	1		1.88		2013	5	PH		\$660.00
Fallen	0.546	1		0.546		2012	5	PH		\$165.00
Farrar Rd	5.081	1		5.081		2009	3	PH	over wt. trucks	\$2,400.00
Ferris Rd	0.254	1		0.254		2015	5	PH	traffic/weather	\$330.00
Festus Rd.	1.019	1		1.02		2008	3	PH	over wt. trucks	\$0.00
Garnett Ave	3.628	1		3.628		2011	4	PH	weather	\$330.00
Gentle Ridge	0.174	1		0.174		2007	3	PH		\$0.00
Gibson Rd	3.258	1		3.258		2014	5-3	PH		\$495.00
Glaspy Rd.	0.53	1			0.53	2017	5	RECON/BASE	traffic/weather	\$2,500.00
Golden Coast Cir	0.08	1	0.08				5			\$0.00
Goliad Cir	0.891	1		0.89		2013	4	PH		\$165.00
Green Oaks	0.171	1		0.171		2010	4	PH		\$185.00
Hail Rd	1.812	1		1.812		2008	4	PH		\$8,800.00
Hampel Rd.	2.2	1		2.2		2009	5-2	PH	over wt. trucks	\$165.00
Hampshire	0.328	1		0.328		2007	3	PH	traffic/weather	\$330.00
Harper Dr	0.778	1		0.778		2013	4	PH	traffic/weather	\$0.00
Hart Cir	0.175	1		0.175		2009	4			\$0.00
Heard Rd.	0.2	1		0.2		2013	5			\$0.00
Heam Ln.	0.55	1	0.55				5			\$0.00
Heather Ln	0.4	1		0.4			4	PH		\$165.00
Henry Ln	0.5	1		0.5		2018	5	RECON/SIRS	weather	\$25,495.00
Hill Rd	0.376	1		0.38			2	PH	over wt. trucks	\$330.00
Honey Tree Dr	0.162	1		0.162		2010	3		weather	\$0.00
Hunsucker Rd	2.88	1		2.88		2018	5	RECON/SIRS	traffic/over wt trucks	\$144,680.00
Hurst Cir	1.448	1		1.448		2014	5	PH	traffic	\$165.00
Ike Rd.	1.123	1		1.123		2015	5		weather	\$0.00
India Rd	0.709	1		0.709		2005	2	PH		\$165.00

Road Name	Miles	Pct	Concrete Miles	Chip Seal	Gravel Miles	Year rebuilt	0=poor to 5 = Excellent	Pothole/RS	Reason for degradation	Maint. Cost
India Rd, E	1.838	1		1.838		2014	5	PH	over wt. trucks	\$165.00
James	1.31	1		1.31		2009	3	PH	over wt. trucks	\$495.00
Jason Dr	0.624	1		0.62		2017	5	RECON/SRS	weather	\$31,000.00
Jeffrey Rd	0.322	1		0.322		2013	5	PH		\$330.00
Kings Court	0.37	1	0.37				5			\$0.00
Kimberly Hill	0.444	1		0.444		2013	4	PH	trucks	\$165.00
La Cresta	0.275	1		0.28		2009	3	PH	traffic/weather	\$330.00
Lassetter Dr	0.87	1		0.87		2017	5-3	RECON/SRS	traffic/weather	\$10,000.00
Link Ct	0.219	1		0.219		2011	4	PH	weather	\$165.00
Link Dr	0.409	1		0.409		2011	4	PH	weather	\$1,982.00
Littledock Rd	0.888	1		0.888		2009	3	PH	traffic	\$165.00
Loma Linda Rd	0.855	1		0.855		2007	3	PH	traffic	\$330.00
Loyce	0.14	1		0.14						\$0.00
Lyon Lane	0.327	1		0.327		2013	4		over weight trucks	\$0.00
Lynn Arne Dr	0.534	1		0.534		2011	4		weather	\$0.00
Magellan Cir	0.602	1		0.602		2007	2		weather	\$0.00
Maple Leaf St	0.17	1		0.17		2007	2		weather	\$0.00
Margaret Ln	0.523	1		0.523		2018	5	RECON/SRS	weather	\$26,045.00
Martinek	0.419	1		0.419				PH	weather	\$165.00
Matt Rd	0.693	1		0.693		2010	3		weather	\$0.00
McDaniel Rd.	1.25	1		1.26		2005	2	PH	over wt. trucks	\$165.00
McKeever Rd	1.201	1		1.201		2009	3	PH	over weight rucks	\$330.00
McKnight Rd	0.895	1		0.895		2010	3	PH	over weight trucks	\$330.00
Maree Ct.	0.2	1		0.2		2008	3	PH	weather	\$165.00
Marsee Dr.	0.698	1		0.689		2008	3	PH	weather	\$165.00
Meadow Glenn Dr	0.2	1	0.2				5			\$0.00
Meadow Lark Ln	0.721	1		0.721		2007	3	PH	weather	\$330.00
Meandering Way	0.277	1		0.277		2007	3	PH	weather	\$330.00
Melanie Ln	0.464	1		0.464		2014	5			
Mohundro Dr	0.786	1		0.786		2010	3	PH	trucks	\$495.00
Moyer	1.03	1		1.03		2018/2008	2-5		over wt. trucks	\$0.00
Navajo Rd	0.345	1		0.345		2011	4	PH	weather	\$330.00
Neck Rd	4.453	1		4.453		2016/2014	52.353	PH	weather	\$495.00
Newton Rd	5.498	1		5.5		2008	3	PH	over wt. trucks	\$6,112.00
N. Old Walnut St.	0.11	1		0.11		2012	4		weather	\$0.00
S. Old Walnut St.	0.32	1		0.32		2012	4		weather	\$0.00
Novy Rd.	2.41	1		2.41		2012	4	PH	trucks	\$165.00
Nolan Rd	0.915	1		0.915		2008	3	PH	over wt. trucks	\$330.00
Norman Rd	2.601	1								\$0.00
Oakcreek Plaza	0.089	1	0.089				5			\$0.00
Oakcreek Rd	0.325	1	0.325				5			\$0.00
Oates Rd	1.776	1		1.776		2009	3	PH	over wt. trucks	\$330.00
Ogleby Rd	1.002	1		1.002		2008	3	PH	weather	\$1,156.00
Old Elm	0.224	1		0.224			4		weather	\$0.00
Old Gin Rd.	1.41	1		1.41		2012	4	PH	weather	\$330.00
Old Oak St.	0.24	1		0.24		2012	4		weather	\$0.00
Old Pecan St.	0.243	1		0.243		2012	4		weather	\$0.00
Orr Cir	0.3	1		0.3		2009	3	PH	over wt. trucks	\$330.00
Otter Rd	0.325	1		0.325		2010	3	PH	weather	\$165.00
Old Jones	1.3	1	1.3							\$0.00

Road Name	Miles	Pct	Concretomiles	Chip Seal	Gravelmiles	Year rebuilt	0=poor to 5 = Excellent	Potholes/RS RECON/S/RS	Reason for degradation	Maint. Cost
Pace Rd	1.086	1		1.089		2018	5	RECON/S/RS	over wt. trucks	\$53,780.00
Palmira Rd	5.244	1		5.244		2016/2014	5--3	PH	over wt trucks	\$6,350.00
Panorama Loop	0.5871	1		0.5871			3	PH	weather	\$185.00
Parker Ridge	0.81	1		0.81			2	PH	weather	\$185.00
Park Crest	0.32	1		0.32			2		weather	\$0.00
Park Meadows	0.13	1	0.13				5			\$0.00
Parker Rd	0.59	1		0.59		2008	3	PH	weather	\$185.00
Parker Hill	4.086	1		4.086		2014	5 3	PH	1.0 miles	\$185.00
Pecos	0.072	1		0.072						\$0.00
Pina Rd	4.09	1								\$0.00
Pierce Rd.	1.53	1		1.53		2013	4	PH	traffic	\$1,322.00
Pratt Rd	3.318	1		3.318		2015	4	PH	traffic	\$485.00
Preston Rd	0.592	1		0.592		2011	4	PH	traffic	\$185.00
Pritchett Rd	0.8	1		0.8		2016	5		weather	\$0.00
Pump House	1.38	1		1.38			3	PH	weather	\$330.00
Quail Run Ct	0.084	1		0.084		2008	3		weather	\$0.00
Rachelle	0.793	1		0.793		2011	4			\$0.00
Ranch One Rd	0.371	1		0.371		2010	4			\$0.00
Ranch Two Rd	0.314	1		0.314			3		over wt. trucks	\$0.00
Ranier Ct	0.119	1		0.119		2008	3		weather	\$0.00
Raintree Rd.	0.05	1		0.05			2		over wt. trucks	\$0.00
Remington Dr	0.917	1		0.917		2014	5	PH	weather	\$165.00
Ridge Crest St	0.453	1		0.453		2007	3	PH	weather	\$330.00
Ridge Oak Ct	0.089	1		0.089		2008	3	PH	weather	\$165.00
Ridge Oak Dr	0.809	1		0.809		2008	3	PH	weather	\$165.00
Ridge Way	0.319	1		0.319		2007	3	PH	over wt. trucks	\$165.00
Ridgewood Dr	0.787	1		0.787		2008	3	PH	over wt trucks	\$165.00
Rios Rd	0.5	1			0.5		2		weather	\$0.00
Risinger Rd	2.05	1		2.05		2015	5	PH	over wt. trucks	\$330.00
Robert	0.133			0.133						
Robinet	1.658			1.658		2015	5		over st. trucks	\$0.00
Rock Creek Ln	0.654	1		0.645		2017	5	RECON/S/RS	weather	\$32,500.00
Rock Creek Dr.	0.172	1		0.172		2007	3	PH	over wt. trucks	\$330.00
Rock Hill Dr	0.386	1		0.386		2015	3	PH	over wt. trucks	\$165.00
Rocky Ridge St	0.913	1		0.193		2014	5	PH	weather/traffic	\$330.00
Ross Rd	0.024	1		0.024		2011	4			\$0.00
Rutherford Rd	3.032	1		3.032		2015	5	PH	over wt. trucks	\$330.00
Rusty Creek Cir.	0.05	1		0.05			2		weather	\$0.00
Rusby Creek Tri..	0.42	1		0.42			2		weather	\$100.00
Shade Tree St.	0.116	1		0.116			4		weather	\$0.00
Shankle Rd.	2.51	1		2.51		2012	5	RECON/S/RS	weather/traffic	\$125,500.00
Skrivanek Rd.	0.81	1		0.81		2012	4	PH	weather	\$330.00
Slate Rock Rd.	3.5	1		3.5		2012	4	PH	weather	\$330.00
Slicks Rd.	3.25	1		3.25		2012	4	PH	over weight trucks	\$828.00
Sugar Ridge	2.9	1		2.9		2015	5	PH	over wt. trucks	\$330.00
Sanger Creek	0.69			0.69			2		weather	\$0.00
Sawmill Rd	1.5	1		1.5		2005	3		over wt. trucks	\$0.00
Scenic Ct	0.103	1		0.103		2007	3	PH	weather	\$330.00
Scenic Dr.	0.36	1		0.36		2007	3	PH	weather	\$330.00

Road Name	Miles	Pct	Concretemiles	Chip Seal	Gravelmiles	Year rebuilt	0=poor to 5 = Excellent	Potholes/RS	Reason for degradation	Maint. Cost
Shadow Dr	0.362	1		0.362		2008	3	PH	weather	\$165.00
Shadow Ridge Dr	0.382	1		0.382		2008	3	PH	weather	\$165.00
Shady Brook	0.55	1		0.55		2007	3	PH	weather	\$165.00
Shady Creek Cir	0.9	1		0.9		2010	3	PH	weather	\$165.00
Sharpshire	0.4	1		0.4		2009	3	PH	weather	\$165.00
Sharpshire East	0.812	1		0.812		2007	3	PH	over wt. trucks	\$2,000.00
Sharpshire North	0.24	1		0.24		2007	3	PH	over wt. trucks	\$165.00
Shelby Cir	0.9	1		0.9			5		over wt. trucks	\$0.00
Silver Creek Cir	0.08	1	0.08			2016	5	PH	over wt. trucks	\$165.00
Smith Cemetery R	0.227	1		0.227			5			\$0.00
So. Main St.	0.55	1		0.55			5	PH	weather	\$165.00
Southwick	0.55	1		0.55		2014	5	PH		\$0.00
Springdale Ct	0.037	1		0.037		2007	3		weather	\$0.00
Springdale Dr	0.199	1		0.199		2007	3		weather	\$0.00
Squires Ct.	0.2	1	0.2				5			\$0.00
Stagecoach St	0.535	1		0.535		2008	3	PH	weather	\$330.00
Stainback Rd	0.5	1		0.5		2015	2		over wt. trucks	\$0.00
Stonebridge Dr	0.145	1		0.145		2016	5		weather	\$0.00
Steekjust Dr.	0.3	1	0.3				5			\$0.00
Steeldust Ct.	0.3	1	0.3				5			\$0.00
Summerall Cir	0.1	1		0.1		2008	3	PH	weather	\$330.00
Summerall	0.5	1		0.5		2008	3	PH	weather	\$330.00
Sumrise Ct	0.277	1		0.277		2012	4	PH	weather	\$165.00
Sutton Rd	2.46	1		2.46		2015	4	PH	weather	\$165.00
Sunridge	1.2	1		1.2		2017	5-4	RECON/S/RS	weather	\$10,000.00
Tail Willow	0.168	1		0.168		2012	5			\$0.00
Tanner's Farm Rd	0.51	1		0.51		2016	5	PH	over wt. trucks	\$165.00
Ten Mile Rd	2.431	1		2.431		2010	3	PH	over weight trucks	\$4,955.00
Texas Dr	0.311	1		0.311		2018	3	RECON/S/RS	weather/ over wt trucks	\$15,660.00
Thames	0.1	1	0.1				5			\$0.00
Timberland Dr	0.28	1		0.28		2007	3	PH	weather	\$330.00
Troiseck	1.51	1		1.51			5		over wt. trucks	\$0.00
Tree House Ln	0.385	1		0.385		2017	5	RECON/S/RS	over wt. trucks	\$19,250.00
Trinity Basin Rd	0.7	1		0.7		2005	3		over wt. trucks	\$0.00
Trunbutt Cir.	0.327	1		0.327		2010	3	PH	weather	\$826.00
Trumbull Rd	0.971	1		0.971		2010	3	PH	trucks	\$330.00
Trumbull Rd	0.06	1		0.06		2010	3	PH	over weight trucks	\$1,800.00
Trumbull Rd	1.264	1		1.264		2010	3		over weight trucks	\$0.00
Union Hill Rd.	5.945	1		5.945		2017	5-4	RECON/S/RS	weather/width	\$90,700.00
Valdez Rd.	0.8	1		0.8		2012	4		weather	\$0.00
Vannerson Rd.	0.61	1		0.61		2017	5	RECON/S/RS	over wt. trucks	\$30,600.00
Vineyard View	0.424	1		0.424		2011	4	PH	weather	\$330.00
Vinson Camco sid	0.3	1	0.3				3		trucks	\$0.00
Vinson Ln	1.888	1	1.886			2013	5	PH		\$495.00
Walnut	0.255	1		0.255		2012	4		weather	\$0.00
Westminister Rd.	0.4	1		0.4		2007	3	PH	weather	\$165.00
Wester Rd	2.627	1		2.627		2015	3	PH	weather/trucks	\$1,322.00
Whitehouse Rd.	1.58	1		1.58		2012	4	PH	weather	\$660.00
Wickliffe Rd	1.973	1		1.973		2010	3	PH	trucks	\$1,322.00
Windsor	0.13	1	0.13				5			\$0.00

Road Name	Miles	Pct	Concretetamiles	Chip Seal	Gravelmiles	Year rebuilt	0=poor to 5 = Excellent	Pothole/RS	Reason for degradation	Maint. Cost
Willow Creek	0.5	1		0.5		2013	5			\$0.00
Wilbrook Rd	0.317	1		0.317		2014	5			\$0.00
Wilshira Cir.	0.2	1	0.2	0.2			5	PH		\$165.00
Wilson Rd	6.5	1		6.5	1.2	2016/2015	5-3	PH	weather/trucks	\$495.00
Wolf Springs Rd	1.353	1		1.353		2011	4			\$0.00
Woodridge Rd	1.933	1		1.933		2010	3	PH	weather	\$660.00
Youngblood	1.809	1		1.809		2012	4	PH	weather	\$330.00
Zodiac Strait	0.337	1		0.337		2016	3		weather	\$0.00
Total	239.4609		3.406	234.6289	1.335					\$1,038,899.00

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: Attached
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$1,620,000.00
3. Number of traffic control devices in the precinct defaced or torn down:
175
4. Any new road that should be opened in the precinct: N/A
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements:
\$165,000.00

Submitted by the undersigned on this ____ day of _____.

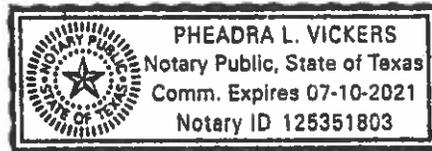
Commissioner Lane Grayson, Precinct 2

Subscribed and sworn to, before me, the undersigned authority, this 30th day of May 2018.

Notary Public Pheadra L. Vickers

Printed Name: Pheadra L. Vickers

My commission expires: 2021 / 7 / 10



Ellis County Roads Pct.2

	A	B	C	D	E	F	G	H	I	J	K	L
1	Road Name	1st Course	2nd Course	Chip Seal	Asphalt	Gravel	Dirt	Concrete	Status	Road Counts	Bridge PM	Fog Seal
2	OLD HWY 287				1.500					//////////	//////////	
3	ALLARD RD	5/25/2016		0.500						79	//////////	3/2/2017
4	ALMA DR					0.485				66-2015	//////////	
5	N ANTHONY RD	7/25/2017		1.308						79	//////////	
6	S ANTHONY RD					1.293				35	//////////	
7	S ARMSTRONG RD	6/4/2002		0.700		1.800				149	3/23/2017	
8	AUSTONIA RD					2.950				36	//////////	
9	AUTUMN RD			0.500						//////////	//////////	
10	BACAK RD	4/19/2002				2.123				151	2/2/2017	
11	BARDWELL DAM RD					3.125				87	10/26/2016	
12	BARKER RD	10/21/2016	8/24/2017	0.707						81	//////////	3/2/2017
13	BASINGER RD	9/19/2014		1.200		2.200				34	//////////	
14	BERRY RD					1.970				41	//////////	
15	BIGHAM RD				0.080					//////////	//////////	
16	BILLS RD					0.560				//////////	//////////	
17	BLAZEK RD	9/27/2011		1.350						133	//////////	
18	BOREN RD	8/8/2014		0.216						109	//////////	
19	BOYCE FIRST ST	5/10/2017		0.690						93	//////////	
20	BOYCE SECOND ST	5/10/2017		0.141						61	//////////	
21	BOYCE THIRD ST	5/10/2017		0.244						12	//////////	
22	BOZEK LN	7/13/2010	8/30/2011	1.650						180	//////////	
23	BRAZIER RD	8/12/2005	5/11/2018	1.315						80-2015	//////////	
24	BROWN RD	6/28/2012		0.556						155	//////////	
25	BRUCE RD					0.552				//////////	//////////	
26	BUCKEYE RD	8/2/2013		0.200						523	//////////	
27	BUNKEY LN	9/16/2016	7/7/2017	1.520						133	//////////	
28	BURNHAM SQUARE RD	8/12/2005	5/11/2018	0.288						60	//////////	
29	CANE RD	8/7/2015	9/10/2015	1.700						27	//////////	2/23/2017
30	GARTWRIGHT RD	8/5/2016	7/10/2017	3.100						147-2015	11-2 / NA	
31	CATHY LN					0.100				//////////	//////////	
32	CENTRAL HIGH RD	8/15/2017	5/14/2018	1.720						133-2015	1/27/2017	
33	CHILDRESS RD					0.531				34	//////////	

Ellis County Roads Pct.2

	A		B	C	D	E	F	G	H	I	J	K	L
1	Road Name	1st Coarse	2nd Coarse	Chip Seal	Asphalt	Gravel	Dirt	Concrete	Status	Road Counts	Bridge PM	Fog Seal	
34	CHILDS RD			0.120						//////////	//////////		
35	CHISHOLM TRAIL	7/1/2009	8/18/2010	0.799						1036	//////////		
36	CLEMMONS				0.260					//////////	//////////		
37	CODY RD	5/3/2012		2.300						155	//////////		
38	COLVIN RD	5/10/2002			0.270					21	//////////		
39	COOKE RD	5/2/2017		1.800						123	//////////		
40	S COOKE RD	8/5/2010		1.200						//////////	//////////		
41	CORRAL RD							0.281		//////////	//////////		
42	CUMMINS CREEK RD	7/7/2011		1.909						145	//////////		
43	CUTOFF RD	8/28/2015	9/24/2015	4.730						115	10/31 / 11/17	2/23/2017	
44	DAVIS RD					1.434				//////////	//////////		
45	DICKINSON RD					0.188				24	//////////		
46	DRY BRANCH RD	6/7/2002				0.920				60	//////////		
47	DUNKERLY RD	8/17/2010		1.800		0.500				179	10/16/2016		
48	E B LANE	4/24/2002		1.200						171	//////////		
49	E HAVEN RD	7/1/2009		0.710						97	//////////		
50	ELMER LN					0.250				30	//////////		
51	ENSIGN RD		6/24/2010	5.020						1014	10/20/2016		
52	FAIRWEATHER FARM RD					0.324				//////////	//////////		
53	FARMER RD	4/19/2002				1.401				81	//////////		
54	FEASTER RD	9/8/2016	5/26/2017	4.426						139	NA	2/23/2017	
55	GENTRY RD	8/24/2017		0.660						393	//////////		
56	GERRON RD					0.902				39	//////////		
57	GETZENDANER RD	9/26/2014		1.800						547	10/20/2016		
58	GIBSON ST (Garrett)		9/22/2015	0.300						98	//////////	3/2/2017	
59	GILLESPIE (Avalon)	8/22/2012		0.120						313	//////////	3/2/2017	
60	GILLESPIE RD	5/16/2002				1.430				42	//////////		
61	GIN RD	9/6/2017				1.950				134	//////////		
62	GOODWYN RD	6/16/2009		4.200						115	//////////		
63	GORMAN RD					1.120				35	//////////		
64	GRAINERY RD			0.210						//////////	//////////		

Ellis County Roads Pct.2

A	B	C	D	E	F	G	H	I	J	K	L
Road Name	1st Coarse	2nd Coarse	Chip Seal	Asphalt	Gravel	Dirt	Concrete	Status	Road Counts	Bridge PM	Fog Seal
65 GRIFFITH RD					0.717				65	//////////	
66 HARRINGTON RD					0.630				//////////	//////////	
67 S HAVEN PL			0.148						97	//////////	
68 HEMPHILL ST(Avalon)	8/24/2012		0.280						421	//////////	3/2/2017
69 HIGHVIEW PARK RD.	8/30/2011		0.350						//////////	//////////	
70 HILLTOP DR	8/17/2015	9/10/2015	0.503						144	//////////	2/23/2017
71 HODGE RD	5/9/2002				1.980				23	//////////	
72 HOOPER CEMETERY RD	8/26/2014		0.901						171	//////////	3/2/2017
73 HOPEWELL RD	6/25/2013	8/29/2017	0.580						//////////	//////////	3/2/2017
74 HORNIK RD	7/29/2008		2.050						182	10/20/2016	
75 HUGHES CEMETERY RD	6/29/2017		1.900						126	//////////	
76 ISOM RD	8/28/2015	9/24/2015	1.525						63	//////////	2/23/2017
77 J C SPENCE RD					1.310				32	//////////	
78 J T RANCH RD					1.100				62	//////////	
79 J K RD					0.400				49	//////////	
80 JACK EASTHAM RD	7/7/2017		1.680						153 - 2015	//////////	
81 JAMIE LN					0.320				//////////	//////////	
82 JENKINS RD					1.577				15	//////////	
83 KASPAR LN	7/13/2013		0.260						137	//////////	
84 KIRBY St (Avalon)	8/22/2012		0.256						247	//////////	3/2/2017
85 KIRKPATRICK RD	8/21/2014		1.710						110	//////////	3/2/2017
86 KRAJCA RD	7/12/2011		1.125						214	//////////	
87 LAKE SAWYER RD	7/13/2013		0.850						449	//////////	
88 LAKEVIEW RD	6/10/2005	9/14/2006	1.700						//////////	//////////	
89 LAZA RD	7/14/2009		0.221						239	//////////	
90 LISKA RD	9/27/2011	7/13/2016	2.156						247	//////////	3/2/2017
91 LOG GABIN RD	7/25/2006		2.066						82-2015	//////////	
92 LONE OAK RD	7/3/2013		2.250						211	1/31/2017	
93 LONG BRANCH CIRCLE					2.215				51	//////////	
94 LUMKINS RD	6/29/2017		2.540						73	//////////	
95 LYONS RD					0.670				96	//////////	
96 MACH RD					1.530				84	//////////	

Ellis County Roads Pct.2

A	B	C	D	E	F	G	H	I	J	K	L
Road Name	1st Coarse	2nd Coarse	Chip Seal	Asphalt	Gravel	Dirt	Concrete	Status	Road Counts	Bridge PM	Fog Seal
97 MALONEY RD					0.200				//////////	//////////	
98 MCGRADY RD	7/18/2017		1.430						132	NA	
99 MOSELEY RD	6/14/2012		3.350						199	NA	
100 MUSTANG RD	7/15/2010		3.000						533	//////////	
101 NASH HOWARD RD	6/13/2017		3.170						306	2/15/2017	
102 NE MAIN (near Elk MFG.)			0.345						1453	//////////	
103 NESUDA RD	5/23/2012		0.990						462	//////////	
104 NEWMAN RD	6/17/2016		0.900		0.500				170-2015	3/27/17-1/27/17	
105 NW Main	5/22/2012		0.495						990	//////////	
106 OAK GROVE	8/22/2013		2.850						791	1/27/2017	
107 OAKLAWN RD	7/1/2009		0.254						370	//////////	
108 ODOM RD					1.792				54	//////////	
109 OIL FIELD RD	8/29/2017				2.830				148	10/19/2017	
110 S OLD ALMA RD (Alma city)	8/2/2013		0.600		0.599				523	//////////	
111 OLD ALMA RD/Knighthurst (Lowe's - 287)	7/13/2016		0.400		0.200				364 - 2015	//////////	3/2/2017
112 OLD ALMA RD /Knighthurst (East of Ennis Paint					0.800					//////////	
113 OLD BLOOMING GROVE (AV	9/7/2012		0.283						279	//////////	3/2/2017
114 OLD BOYGE RD (North of 28	8/7/2008		3.400						259	11/8/2016	
115 OLD BOYGE RD (South of 28	10/9/2014		0.759						93	//////////	
116 OLD CHURGH RD	4/20/2017		2.900						422	//////////	
117 OLD PARK RD					1.767				67	//////////	
118 OLD REAGOR SPRINGS RD	10/4/2016		0.287						40	//////////	3/2/2017
119 OLD TELICO RD	5/17/2016		3.420						245-2015	11/21 / 12/5	
120 OLD WAXAHAGHIE RD	8/8/2014		5.130						541	11/28 /	
121 OX LN					0.573				18	//////////	
122 PARKS SCHOOL HOUSE RD	10/11/2016		0.400		2.325				207	10/26/2017	
123 PATAK RD					0.408				//////////	//////////	
124 PEGAN GROVE RD	4/26/2016	9/12/2017	2.876						179 - 2015	//////////	
125 PIGG RD	10/4/2016	4/26/2017	2.039						920-2015	10/26/2016	

Ellis County Roads Pct.2

	A	B	C	D	E	F	G	H	I	J	K	L
1	Road Name	1st Coarse	2nd Coarse	Chip Seal	Asphalt	Gravel	Dirt	Concrete	Status	Road Counts	Bridge PM	Fog Seal
126	PONY RD						0.481			////	////	
127	POWELL St. (Avalon)	9/7/2012		0.485						104	////	3/2/2017
128	PRACHYL RD	9/17/2015	9/22/2015	1.310						74	////	2/23/2017
129	QUARTER HORSE RD							0.320		////	////	
130	RAMONS RD	5/7/2002		1.000		1.600				78	3/2/2017	
131	RED BUD CT	7/1/2009		0.143						370	////	
132	REDWINE LN						1.300			////	////	
133	RIDER RD	5/23/2012		0.575						556	////	
134	ROACH RD	4/19/2002				1.350				171	////	
135	S ROACH RD					0.482				25	////	
136	RODEO RD							0.163		////	////	
137	ROY WATSON RD					0.550				15	////	
138	RUDD RD	6/19/2013		0.475						65	////	
139	SANDTOWN RD					0.513				////	////	
140	SANDSWITCH RD	8/8/2017		1.700		2.920				95-2015	3/10/17 - 3/1/17	
141	SECTION HOUSE RD	5/13/2003		1.850						42	////	
142	SHAW RD	5/2/2017		0.403						117	////	
143	SHERRY LN					1.650				51	////	
144	SISSOM AVE. (Avalon)			0.388						////	////	3/2/2017
145	SLAMA RD	8/9/2013		0.300		1.552				86	////	
146	SLEEPY HOLLOW RD	7/11/2014		1.095						569	////	3/2/2017
147	SLOVAGEK RD	6/14/2012		0.500		0.900				69	////	
148	SLOVAK RD	7/29/2003								////	////	
149	ST CLAIR RD					0.460				37	////	
150	STEVENS RD	6/20/2012		2.205						124	////	
151	STRUNC RD						0.775			////	////	
152	SULLIVAN RD	9/10/2014		1.100		1.100				41	////	
153	TEES RD	6/19/2002				1.500				135	////	
154	W TEES RD					0.300				////	////	
155	TELICO GEMETERY RD	8/21/2014		0.364						43	////	
156	THOROUGHbred RD							0.169		////	////	
157	TIMS RD					0.900				25	////	

Ellis County Roads Pct.2

	A	B	C	D	E	F	G	H	I	J	K	L
1	Road Name	1st Coarse	2nd Coarse	Chip Seal	Asphalt	Gravel	Dirt	Concrete	Status	Road Counts	Bridge PM	Fog Seal
158	TOM SAWYER RD	7/13/2013		1.213						514	//////////	
159	TOTH RD	7/14/2009		1.729						246	//////////	
160	TURNER RD	5/23/2013		1.060						377	//////////	3/2/2017
161	VALEK RD	9/15/2017		1.460						232	//////////	
162	VRZALIK RD					0.075				//////////	//////////	
163	W.W. RD					0.287				8	//////////	
164	WAKELAND RD					2.300				12	//////////	
165	WALKER CREEK RD	6/28/2013		0.700		2.700				139-2015	2/28/2017	
166	WALKER RD						1.030			//////////	//////////	
167	WEST RD	6/12/2013		2.950						276	2/15/2017	
168	WHITE ROCK RD			2.662						22	//////////	
169	WHITFILL RD	6/27/2012		1.267						351	//////////	
170	ZMOLEK RD	8/22/2017		2.350						212	//////////	
171	TOTAL MILES: 227.50			146.522		73.735						

COUNTY OF ELLIS
PRECINCT NO. 4

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert or bridge degradation: Good/Fair – not much degradation
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$1,300,000.00
3. Number of traffic control devices in the precinct defaced or torn down: 65
4. Any new road that should be opened in the precinct: NO
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: Concrete road repair and widening of one (1) bridge - \$75,000.00
6. EXHIBIT "A" attached:

Submitted by the undersigned on this 31 day of May 2018.

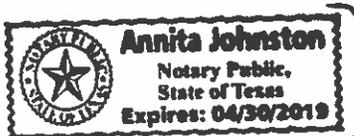
Kyle Butler

Commissioner Kyle Butler, Precinct 4

Subscribed and sworn to, before me, the undersigned authority, this 31st day of May, 2018.

Annita Johnston
Notary Public

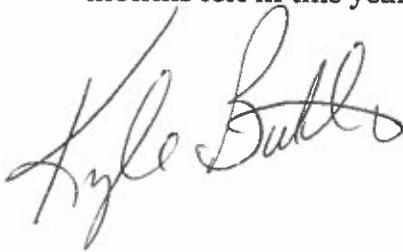
Annita Johnston
Printed Name:



My commission expires: 4-30-2019

EXHIBIT "A"

COMMENT: This road report has a start date of June 2, 2017 thru May 31, 2018. This is not with our normal Budget Cycle which is October 1st thru September 31st. We have 4 months left in this year's road maintenance season

A handwritten signature in black ink, appearing to read "Kyle Butts". The signature is written in a cursive style with a large, sweeping initial 'K'.

2017/2018 Ellis County Precinct 4 Annual Road Report

County Roads	Miles	Conc. Miles	Asph. Miles	Chip Seal Miles	Gravel Miles	Year Rebuilt	P/H Reconstruct Seal & Reseal	Road Condition 1=Poor to 5 = Excellent	Culvert Replacement	Drainage / Tree Trimming	Bridge Repair or Replacement	Maint. Cost
1890 Crossing	0.248		0.528			2017		5				0
Aileen Dr	0.209			0.209			RS	3.5				5704
Allen Rd	0.272			0.272			P/H	3		T/T		1256
Alesha	0.400			0.400			Rc-S	3.5				19,808
Anderson Rd	0.818			0.818		2012	P/H	3		T/T		100
Andrea	0.528			0.528		2017	RS	3.5				0
Anita Ln	0.502			0.502			P/H	3				150
Antelope Tr	0.362			0.362		2012	P/H	3				175
Ashely Cir	0.042	0.042						4				0
Armstrong Rd	2.500			2.500		2018	Rc-s	4		T/T		123,800
Augusta Rd	0.391			0.391			P/H	1				75
Azalea Dr	0.237			0.237			P/H	2				50
Barbra Way	0.258		0.258				P/H - S	2.5				5704
Back Forty	0.300			0.300		2018	Rc-S	4				14856
Becky Ln	2.212			2.212		2015	P/H	3				150
Bells Chapel Rd	2.644			2.644		2012	P/H	3				150
Big Sky Dr	2.112			2.112		2011	P/H	3				150
Black Champ Rd	4.247			4.247			P/H	3				250

BunkHouse	0.700		0.700		2018 Rc-S	4		Drainage	34664
Bob White Ln	1.291	1.291			PH	2		TT	1200
Bobby Smith Ln	0.320		0.320		2017	4			0
Bois D'Arc St	0.872		0.872		RS	3.5			0
Bond St	0.431		0.431		PH	1		T/T DRNG	2750
Breezy Hill	0.279		0.279		2012 PH	4			9904
Broadhead Rd	3.652		3.652		2013 PH	4.5			75
Bryson Ln	3.543		3.543		2014/2018 Sec Rc-S	4.5		DRNG	134664
Buchanan Dr	0.430		0.430		PH	1		TT	1250
Buckhorn Dr	0.373		0.373		PH	2			225
Buffalo St	0.936		0.936		2012 PH	4			100
Burney Ln	0.120		0.120		PH	1			100
Burr Oak Ln	0.073	0.073			PH	4			175
Carlton Pwky	0.344	0.344				4			0
Carriage Dr	0.220		0.220		2013 PH	4		2017 chip lock	4385
Catawba Rd	0.651		0.651		PH	3			135
Cecilia Ave	0.487		0.487		2018 Rc-S	4		DRNG	25808
Cedar Ridge Ct	0.482		0.482		PH	1		C/D	550
Cedar Tone St	0.258		0.258		PH	1		C/D	550
Cedar View	0.416		0.416		PH	1		C/D	550
Cement Vally Rd	1.029		1.029		2015 PH	4			75
Chad Ln	0.336				2017 RC&S	4			0
Champion Rd	0.291		0.291		2013 PH	4			100
Charles Ave	0.484		0.484		2018	4		DRNG	25808
Chaulauqua	0.239		0.239		2013 PH	4		2017 chip lock	4876
Clay Ln	0.415		0.415		2017 RC&S	4			0
Coldwater Ct	1.584	1.584				4			0
County Road 109	1.160		1.160		PH	2.5		C/D	250

Marshall Rd	0.460					2014 PH		4					150
Mason Ln	2.112	2.112				patch		4					1200
Maumee Rd	0.388				0.388	PH		2					200
Mavis	3.168	3.168				patch		3					750
Mattie Ln	1.000	1				Lrg patch area	2018 3			estimated—	cost 24780 to	48500 #	
Meadow Dr	0.196	0.196						3					0
Meadow Ln	0.115	0.115						3					0
Meadow Ln, E	0.074	0.074						3					0
Meghann Ln	2.64	2.640				Lrg patch area	2018 3			estimated	with Mattie Ln.	? #	
Miller Rd	3.406				3.406	level up & RS	2013/2017	3					7428
Mockingbird Ln	1.152				1.152	level up & RS		3		TT			15200
Montgomery Rd	1.585				1.585	PH	2014	5					125
Moose	0.094				0.094	PH	2011	3					150
Morgan Creek Dr	2.112				2.112	PH	2016	3.5					50
Mt Zion Rd	0.632				0.632		2015						0
Mulberry Ln	0.809				0.809	PH		2					300
Mulkey Rd	0.507				0.507	PH		2					250
Murr Rd	1.774				1.774	PH	2016	3.5					150
Muskingum Rd	0.455				0.455	PH		3					75
Narrow Rd	1.368				1.368		2018	4					0
Norrell Rd	2.111				2.111	PH	2016/2017	3.5		DRNG			3,400
North Armstrong Rd	2.604				2.604	Rc-S	2018	4		DRNG			128752
Northview Dr	0.317				0.317	PH		2					75
Oak Dell Ln	0.423				0.423	PH		1					0
Oak Hollow Rd	0.592				0.592			2					0
Old Fort Worth Rd	0.863				0.863	PH		2					200
Omega Dr	0.528	0.528						2					0
Paddock Ridge	1.584	1.584						3		TT			200

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County Texas

Department to Provide Service: Road and Bridge, Pct. 1

Basis of Authority to Provide Service:
Interlocal Agreement dated December 19, 2017
Per Commissioner's Court Minute Order No. 507.17

Local Government Requesting Services: City of Pecan Hill

Description of Project to be undertaken: Glenbrook 24X 2,500 ft.

Location of Project to be undertaken: Glenbrook 24X 2,500 ft.

Requested by: Randy Stinson, County Commissioner, Pct. 1

Department: Road and Bridge Pct. 1

APPROVED in Open Commissioner's Court per Minute Order No. _____

On the _____ **day of** _____ **,2018.**

County Judge
Ellis County, Texas

ACCEPTED AND AGREED TO this 11th **day of** May **2018.**

Signature: Shelley Martin
Title: City Administrator
On Behalf of: City of Pecan Hill

D.T

DEPARTMENT OF STATE HEALTH SERVICES



Contract number HHSREV100001082 (the "Contract"), is entered into by Department of State Health Services ("DSHS") Vital Statistics Section and Ellis County ("Contractor"). DSHS and Contractor are collectively referred to herein as the "Parties."

- I. **Purpose of the Contract.** DSHS agrees to provide access to the DSHS Vital Event Electronic Registration System for the purpose of issuing individual birth certificates.
- II. **Term of the Contract.** This Contract will begin on September 1, 2018 and end on August 31, 2023.
- III. **Authority.** The Parties enter into this Contract under the authority of Texas Health and Safety Code Chapter 191 and Texas Government Code Chapter 791.
- IV. **Statement of Work.**
 - A. DSHS agrees to provide on-line computer services in support of Contractor from 7:00 a.m. to 6:00 p.m. (CST) Monday through Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.
 - B. Contractor may search DSHS databases, locate data, and issue Certifications of Birth to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. Contractor will take reasonable efforts to ensure use of the DSHS Vital Event Electronic Registration System is not abused by its staff. Abuse of the access to confidential information in the DSHS Vital Event Electronic Registration System may be cause for termination of this Contract in accordance with Section IX.K.
 - C. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.
 - D. Contractor will complete the DSHS Vital Event Electronic Registration System registration forms as specified by DSHS. Contractor will remain in compliance with any requirements specified by DSHS for accessing the DSHS Vital Event Electronic Registration System. Contractor will not be required to pay an additional fee pursuant to this Subsection.
 - E. Contractor acknowledges that records may not be located in the searching process instituted by Contractor, or records which are located may have errors due to:

1. Normal key-entry errors in spellings;
 2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
 3. The event year does not exist on the system.
- F. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the database information.
- G. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.
- H. Contractor will issue Certificates of Birth utilizing remote access to the DSHS system in conformance with Health and Safety Code Chapters 191, 192 and 195, as well as 25 Tex. Admin. Code Chapter 181.
- I. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.115.
- J. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

V. **Fees.**

Contractor agrees to pay DSHS ONE DOLLAR AND EIGHTY-THREE CENTS (\$1.83) for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code Chapter 191 and 25 Tex. Admin. Code Chapter 181.

VI. **Billing.**

- A. DSHS will send an itemized billing to Contractor on a monthly basis for each Certification of Birth printed. This billing will be sent through the U.S. Postal Service to the Contractor at:

Name: Ellis County Clerk's Office

Address: P.O. Box 250
Waxahachie, TX 75168

- B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to vsubusinessservices@dshs.texas.gov.

VII. Payment Method.

A. Contractor will remit payment to DSHS within thirty days after a billing is received by them. Payment by the Contractor will be considered made on the date postmarked.

B. Contractor will send payments to DSHS at:

Texas Department of State Health Services
Cash Receipts Branch MC 2096
P.O. Box 149347
Austin, TX 78714-9347

C. Contractor will make payment to DSHS out of its current revenues.

VIII. Representatives. The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

Ellis County	DSHS
Ellis County Ellis County Clerk's Office Attn: Cindy Polley P.O. Box 250 Waxahachie, TX 75168 Phone: (972) 825-5070 Email: cindy.polley@co.ellis.tx.us	Texas Department of State Health Services Contract Management Section Attn: Tina Walker Mail Code 1990 P.O. Box 149347 Austin, TX 78714-9347 Phone: (512) 776-2732 Email: Tina.walker@dshs.texas.gov

IX. General Terms and Conditions.

A. **Governing Law.** Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.

B. **Amendment.** This Contract may be modified by written amendment signed by the Parties.

C. **Confidentiality.**

The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of records that contain Personal Identifying Information (PII) or Personally Sensitive Information (PSI) or other information or records made confidential by law, including Tex. Bus. & Comm. Code Section 521.002. The attached Data Use Agreement (Attachment A) applies to this Contract.

- D. Exchange of Personal Identifying Information.** This Contract concerns personal identifying information. Except as prohibited by other law, Contractor and DSHS may exchange PII without consent, in accordance with Chapter 191 of the Health and Safety Code.
- E. Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.texas.gov/records/schedules.shtml>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- F. Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.
- G. Notice.** Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.
- H. Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.
- I. Assignment.** Neither DSHS nor Contractor will transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.
- J. Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice. Use of services for purposes inconsistent with applicable law may also result in a suspension of services.
- K. Termination.**
- 1. Convenience.** This Contract may be terminated by mutual agreement of the Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.
 - 2. Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract. Use of services for purposes inconsistent with applicable law may be cause for Contract termination.
 - 3. Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.

4. **Equitable Settlement.** At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

DEPARTMENT OF STATE HEALTH SERVICES

ELLIS COUNTY

Manda Hall MD

Manda Hall, M.D.
Associate Commissioner
Department of State Health Services

Carol Bush
County Judge
Ellis County

4/20/18
Date

_____ Date

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT HHSREV100001082:

ATTACHMENT A- DATA USE AGREEMENT

ATTACHMENT A – DATA USE AGREEMENT

DATA USE AGREEMENT BETWEEN THE TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE AND ELLIS COUNTY (“CONTRACTOR”)

This Data Use Agreement (“DUA”) is incorporated into System Agency Contract No. HHSREV100001082 (the “Base Contract”) between the Texas Department of State Health Services (“System Agency”) and Ellis County (“Contractor”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

ATTACHMENT 1. The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with Contractor, and describe Contractor’s rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. 45 CFR 164.504(e)(1)-(3). This DUA also describes System Agency’s remedies in the event of Contractor’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of System Agency, its programs or clients as described in the Base Contract.

As of the Effective Date of the Contract, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“Authorized Purpose” means the specific purpose or purposes described in the Scope of Work of the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by System Agency in writing in advance.

“Authorized User” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of System Agency that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of Contractor*

Contractor agrees that:

(A) Contractor will exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. 45 CFR 164.502(b)(1); 45 CFR 164.514(d)

(B) Contractor will not, without System Agency's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to Contractor's management, to carry out the Authorized Purpose or as Required by Law.

System Agency, at its election, may assist Contractor in training and education on specific or unique System Agency processes, systems or requirements. Contractor will produce evidence of completed training to System Agency upon request. 45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101

(C) Contractor will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor will maintain evidence of sanctions and produce it to System Agency upon request. 45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)

(D) Contractor will not, without prior written approval of System Agency, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying System Agency so that System Agency may have the opportunity to object to the disclosure or access and seek appropriate relief. If System Agency objects to such disclosure or access, Contractor will refrain from disclosing or providing access to the Confidential Information until System Agency has exhausted all alternatives for relief. *45 CFR 164.504(e)(2)(i)(A)*

(E) Contractor will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from System Agency or as expressly permitted by the Base Contract. *45 CFR 164.502(d)(2)(i) and (ii)* Contractor will not engage in prohibited marketing or sale of Confidential Information. *45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002*

(F) Contractor will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of Contractor without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and *45 CFR 164.502(e)(1)(i)(ii); 164.504(e)(1)(i) and (2)*

(G) Contractor is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. *45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.*

(H) If Contractor maintains PHI in a Designated Record Set, Contractor will make PHI available to System Agency in a Designated Record Set or, as directed by System Agency, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. Contractor will make other Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. *45 CFR 164.524 and 164.504(e)(2)(ii)(E)*

(I) Contractor will make PHI as required by HIPAA available to System Agency for amendment and incorporate any amendments to this information that System Agency directs or agrees to pursuant to the HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F)*

(J) Contractor will document and make available to System Agency the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. *45 CFR 164.504(e)(2)(ii)(G) and 164.528*

(K) If Contractor receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to System Agency; however, if it would violate HIPAA to forward the request, Contractor will promptly notify of the request and of Contractor's response. Unless Contractor is prohibited by law from forwarding a request, System Agency will respond to all such requests, unless System Agency has given prior written consent for Contractor to respond to and account for all such requests. *45 CFR 164.504(e)(2)*

(L) Contractor will provide, and will cause its Subcontractors and agents to provide, to System Agency periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to

data transfers and the handling and disposal of Confidential Information. 45 CFR 164.308; 164.530(c); 1 TAC 202

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, Contractor may use or disclose PHI for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities if: 45 CFR 164.504(e)(1)(1)(A)

(1) Disclosure is Required by Law, provided that Contractor complies with Section 3.01(D);

(2) Contractor obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify Contractor in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. 45 CFR 164.504(e)(4)(ii)(B)

(N) Except as otherwise limited by this DUA, Contractor will, if requested by System Agency, use PHI to provide data aggregation services to System Agency, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. 45 CFR 164.504(e)(2)(1)(B)

(O) Contractor will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to System Agency or Destroy, at System Agency's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from System Agency or created or maintained by Contractor or any of Contractor's agents or Subcontractors on System Agency's behalf if that data contains Confidential Information. Contractor will certify in writing to System Agency that all the Confidential Information that has been created, received, maintained, used by or disclosed to Contractor, has been Destroyed or returned to System Agency, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or System Agency record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor will immediately notify System Agency of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as Contractor maintains such Confidential Information. 45 CFR 164.504(e)(2)(ii)(J)

(P) Contractor will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. 45 CFR 164.306; 164.530(c)

(Q) If Contractor accesses, transmits, stores, or maintains Confidential Information, Contractor will complete and return to System Agency at infosecurity@hhsc.state.tx.us the System Agency information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which Contractor must comply to protect System Agency Confidential Information. Contractor will comply with periodic security controls compliance assessment and monitoring by System Agency as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor will update its security controls assessment whenever there are significant changes in security controls for System Agency

Confidential Information and will provide the updated document to System Agency. System Agency also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. 45 CFR 164.306

(R) Contractor will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession. 45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)

(S) Contractor will designate and identify, subject to System Agency approval, a Person or Persons, as Privacy Official 45 CFR 164.530(a)(1) and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor will provide name and current address, phone number and e-mail address for such designated officials to System Agency upon execution of this DUA and prior to any change. 45 CFR 164.308(a)(2)

(T) Contractor represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. 45 CFR 164.502; 164.514(d)

(U) Contractor and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to System Agency, as directed, upon request.

(V) Contractor will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. 45 CFR 164.308; 164.316; 164.514(d); 164.530(f)(1)

(W) Contractor will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by Contractor on behalf of System Agency for System Agency's review and approval within 30 days of execution of this DUA and upon request by System Agency the following business day or other agreed upon time frame. 45 CFR 164.308; 164.514(d)

(X) Contractor will make available to System Agency any information System Agency requires to fulfill System Agency's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. Contractor will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. 45 CFR 164.504(e)(2)(f)(1)

(Y) Contractor will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. System Agency Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise

protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security or Encryption must be produced to System Agency no later than 48 hours after System Agency's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of System Agency Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. *45 CFR 164.312; 164.530(d)*

(Z) Contractor will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 - Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 - An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A - Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific System Agency program area that Contractor supports on behalf of System Agency.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to System Agency. 45 CFR 164.400-414

(A) Contractor will cooperate fully with System Agency in investigating, mitigating to the extent practicable and issuing notifications directed by System Agency, for any Event or Breach of Confidential Information to the extent and in the manner determined by System Agency.

(B) Contractor's obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to System Agency's satisfaction (the "incident response period"). *45 CFR 164.404*

(C) Breach Notice:

1. Initial Notice.

System Agency Data Use Agreement V.8.3 HIPAA Omnibus Compliant April 1, 2015

- a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by System Agency in writing, initially report to System Agency's Privacy and Security Officers via email at: privacy@SystemAgencyC.state.tx.us and to the System Agency division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in System AgencyC-CMS Contracts for information exchange.
 - b. Report all information reasonably available to Contractor about the Event or Breach of the privacy or security of Confidential Information. 45 CFR 164.410
 - c. Name, and provide contact information to System Agency for, Contractor's single point of contact who will communicate with System Agency both on and off business hours during the incident response period.
2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by Contractor of an Event or Breach of Confidential Information, provide formal notification to the State, including all reasonably available information about the Event or Breach, and Contractor's investigation, including without limitation and to the extent available: *For (a) - (m) below: 45 CFR 164.400-414*
- a. The date the Event or Breach occurred;
 - b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
 - c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);
 - d. A brief description of Contractor's investigation and the status of the investigation;
 - e. A description of the types and amount of Confidential Information involved;
 - f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by Contractor at that time;
 - g. Contractor's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for System Agency approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
 - h. Contractor's recommendation for System Agency's approval as to the steps Individuals or Contractor on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;
 - i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
 - j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for Contractor to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by System Agency, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that System Agency requests following Discovery.

Section 4.02 *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

(A) Contractor will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by System Agency for incident response purposes and for purposes of System Agency's compliance with report and notification requirements, to the satisfaction of System Agency.

(B) Contractor will complete or participate in a risk assessment as directed by System Agency following an Event or Breach, and provide the final assessment, corrective actions and mitigations to System Agency for review and approval.

(C) Contractor will fully cooperate with System Agency to respond to inquiries and proceedings by state and federal authorities, Persons and Individuals about the Event or Breach.

(D) Contractor will fully cooperate with System Agency's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by System Agency in a Corrective Action Plan if directed by System Agency under the Base Contract.

Section 4.03 *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) System Agency may direct Contractor to provide Breach notification to Individuals, regulators or third-parties, as specified by System Agency following a Breach.

(B) Contractor must obtain System Agency's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by System Agency, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) Contractor will provide System Agency with copies of distributed and approved communications.

(D) Contractor will have the burden of demonstrating to the satisfaction of System Agency that any notification required by System Agency was timely made. If there are delays outside of Contractor's control, Contractor will provide written documentation of the reasons for the delay.

(E) If System Agency delegates notice requirements to Contractor, System Agency shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by Contractor, or on behalf of Contractor by its Subcontractors or agents for System Agency that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

Contractor acknowledges and agrees that the Confidential Information is and will remain the property of System Agency. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *System Agency Commitment and Obligations*

System Agency will not request that Contractor create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by System Agency.

Section 6.03 *System Agency Right to Inspection*

At any time upon reasonable notice to Contractor, or if System Agency determines that Contractor has violated this DUA, System Agency, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, System Agency's agent(s) include, without limitation, the System Agency Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will take effect with the Base Contract, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) System Agency may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve Contractor of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by System Agency.

(D) If System Agency determines that Contractor has violated a material term of this DUA; System Agency may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA or the Base Contract; or
2. Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as System Agency may determine necessary to maintain compliance with this DUA; or

3. Provide Contractor with a reasonable period to cure the violation as determined by System Agency; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, System Agency will provide written notice to Contractor describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, System Agency shall report the violation to the Secretary.

(F) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to System Agency, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) Contractor acknowledges and agrees that System Agency may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate System Agency for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that System Agency will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

To the extent permitted by law, Contractor will indemnify, defend and hold harmless System Agency and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of System Agency) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, Contractor will reimburse System Agency for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. To the extent permitted

by law, Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 Insurance

(A) Contractor represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. Contractor warrants that System Agency will be a loss payee and beneficiary for any such claims. .

(B) Contractor will provide System Agency with written proof that required insurance coverage is in effect, at the request of System Agency.

Section 6.09 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure or indemnify System Agency, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 Entirety of the Contract

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on System Agency or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits System Agency and Contractor to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
System Agency CONTRACT NUMBER HHSREV100001082

The DUA between System Agency and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (SUBContractor) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBContractor acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to System Agency Confidential Information. Contractor and SUBContractor agree that System Agency is a third-party beneficiary to applicable provisions of the subcontract.

System Agency has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and SUBContractor assure System Agency that any Breach or Event as defined by the DUA that SUBContractor Discovers will be reported to System Agency by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBContractor that constitutes a material breach or violation of the DUA or the SUBContractor's obligations Contractor will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBContractor, if feasible;
3. Notify System Agency immediately upon reasonably discovery of the pattern of activity or practice of SUBContractor that constitutes a material breach or violation of the DUA and keep System Agency reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, 201 .

DATE: _____

Mike Jones

CONSTABLE PRECINCT 4

To: Susan Soros

RE: Agenda Item for the next commissioners court

Susan, I would like for the following item to be included for the next commissioners court please.

OFFICE SPACE:

1. I would like the commissioners to address the issue of office space allocated to Constable Precinct 4 in Midlothian Texas.

Back Story:

The Ellis County Constable and the Justice of the Peace were relocated to 301 N 8th street in Midlothian around 11/2017

The space for the Constable was reduced to 3 times smaller than previously occupied when at the MPD building. While the County footprint has greatly increased, the Constable has been unreasonably relegated to 1 office of 198 square feet. All of the equipment and all of the furniture of my office will not fit, and these items are required. Storing any of this equipment at the County barn is not satisfactory without total access 24/7. It was over a week before I could gain access to needed equipment, and in fact it required 2 commissioners to allow me access to what I needed weeks before.

This office is the only space we have. I must house myself, my Chief Deputy, and reserves (as they come in and out). I have been allotted no storage space and have been recently denied 1 of the several empty office spaces at the building by the county Judge (according to Jodi Platt).

I do not have a private office in which to conduct interviews or to meet with the public on a private basis. I have 2 offices of furniture as well as the former equipment that we kept in a small closet in the old building stuffed within this 198 sqft. I was told by Jodi Platt that my deputies could use some of the cubicle's in the main area, but this is not satisfactory as our work requires security and protected law enforcement information.

In this building are several EMPTY offices. One is allocated to the Fire Marshall. There is no need for the fire marshal to have an office in Midlothian, if he is already staffed at the county court house. Another office is marked I.T., again, the I.T. offices at the new court building, so there is no reason to deny an elected official office space if that space is vacant and available. As an elected official in Ellis County, I feel that I should have a private office in which to conduct discreet county business with the public as well as with other elected officials.

Thank you.

Respectfully Submitted

Mike Jones

Constable Ellis County, Precinct 4