

Trial Balance for Ellis County

From 07/21/2020 To 08/03/2020

<i>Fund</i>	<i>Name</i>	<i>Opening Balance</i>	<i>Debit</i>	<i>Credit</i>	<i>Closing Balance</i>
1	GENERAL FUND	40,529,344.50	6,574,376.25	(8,248,724.91)	38,854,995.84
2	ROAD IMPROVEMENT FUND	1,004,857.62	975.17	-	1,005,832.79
3	ROAD/BRIDGE PCT. 1	1,890,388.98	33,909.27	(73,286.53)	1,851,011.72
4	ROAD/BRIDGE PCT. 2	1,535,195.80	33,700.18	(70,720.67)	1,498,175.31
5	ROAD/BRIDGE PCT. 3	1,406,949.54	77,275.77	(371,014.41)	1,113,210.90
6	ROAD/BRIDGE PCT. 4	1,376,669.73	34,038.44	(68,664.36)	1,342,043.81
7	ADULT PROBATION	1,211,943.71	362,618.10	(452,455.76)	1,122,106.05
8	JUVENILE PROBATION	1,076,431.88	44,222.76	(106,121.34)	1,014,533.30
9	F/M PCT. 1	2,046,503.18	303,485.46	(309,884.54)	2,040,104.10
10	F/M PCT. 2	784,360.33	3,139.84	(26,159.30)	761,340.87
11	F/M PCT. 3	1,501,441.38	3,310.46	(96,457.56)	1,408,294.28
12	F/M PCT. 4	1,420,758.02	103,320.42	(131,407.68)	1,392,670.76
13	LATERAL ROAD PCT. 1	312,148.87	-	-	312,148.87
14	COUNTY & DISTRICT CT TECH	35,549.51	20.00	-	35,569.51
15	JUSTICE COURT TECHNOLOGY FUND	154,684.11	597.45	-	155,281.56
16	DC ARCHIVES RECORDS MANAGEMENT	150,454.01	553.56	-	151,007.57
17	JURY	189,849.33	722.73	(496.00)	190,076.06
18	PERMANENT IMPROVEMENT	2,607,772.66	5,289.26	-	2,613,061.92
19	LAW LIBRARY	10,425.66	35,948.43	(12,106.49)	34,267.60
20	TRUST AND AGENCY FUND	932,190.70	965,948.79	(205,000.00)	1,693,139.49
21	RECORDS MANAGEMENT	1,202,186.60	21,270.03	(9,588.00)	1,213,868.63
22	CC ARCHIVES RECORDS MANAGEMENT	2,459,487.13	21,182.56	(46,228.65)	2,434,441.04
23	ROW AVAILABLE	133,790.66	35.74	-	133,826.40
24	FIRE MARSHAL SPECIAL FUND	135,895.20	3,775.00	(1,716.91)	137,953.29
26	DISTRICT COURT RECORDS TECH	188,241.99	1,100.24	-	189,342.23
27	ROAD DISTRICT #1	1,273,391.38	398.08	-	1,273,789.46
28	ROAD DISTRICT #5	71,686.12	22.41	-	71,708.53
29	ROAD DISTRICT #16	197,411.10	61.71	-	197,472.81
30	CHECK PROCESSING FEE AC	177,500.35	298.13	(1,335.49)	176,462.99
31	DRUG FORFEITURE FUND	130,720.25	40.94	(133.51)	130,627.68
32	GEN RECORD MANAGE/PRESE	510,050.56	1,908.26	-	511,958.82
33	COURTHOUSE SECURITY FUN	114,609.05	3,457.30	-	118,066.35
34	COURT REC. PRESERVATION 51.708	105,519.50	340.00	-	105,859.50
36	ELECTIONS ADMIN FEES	21,001.95	2.24	-	21,004.19
38	SERIES 07 INTEREST & SINKING	5,785,327.12	568,038.82	(1,181,843.75)	5,171,522.19
40	SERIES 07 BOND PROJECT	4,992,336.10	49,332.51	(47,560.00)	4,994,108.61
42	SHERIFF FEDERAL DRUG FORFEITURE	313,950.76	98.15	-	314,048.91
45	ELLIS CO COMM CORRECTIONS	57,620.81	3,029.23	(15,136.96)	45,513.08
46	SHERIFF SEIZURE FUND	328,417.53	55.87	-	328,473.40
47	SHERIFF DRUG FORFEITURE	15,589.38	4.88	-	15,594.26
48	DISTRICT ATTY DRUG SEIZ	183,770.75	28,533.19	(28,480.00)	183,823.94
50	CIVIL SUPERVISION FEES	79,172.72	25,283.42	(1,355.32)	103,100.82
56	CONSTABLE PCT #2 FORFEITURE	173.49	0.04	-	173.53
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	5,994.59	364.00	-	6,358.59
65	CSCD HIGH RISK CASELOAD	9,966.35	758.11	(3,726.15)	6,998.31
72	ELLIS COUNTY LEVEE #2	404,706.84	377.87	-	405,084.71
73	ELLIS COUNTY LEVEE #3	272,296.83	25,646.50	(25,600.00)	272,343.33
74	ELLIS COUNTY LEVEE #4	7,629.09	1.72	-	7,630.81
		79,356,545.00	9,338,869.29	(11,535,204.29)	77,160,210.00

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General Ledger Report
For 07/01/2020 to 07/31/2020
Created 08/03/2020 at 15:44:27
Justice of the Peace 4/1

GL#	Fee Amt	Non-Money	MTD Amt	MTD Non-Money
	*****	Criminal Section		*****
1-0000-20250-00000-000	680.60	582.03	680.60	582.03
001-0000-202500	3,114.00	2,189.38	3,114.00	2,189.38
1-0000-20275-00000-000	637.74	1,040.70	637.74	1,040.70
001-0540-400165	50.00		50.00	
1-0540-40018-00000-000	45.00	57.49	45.00	57.49
001-0540-400180	42.00	6.72	42.00	6.72
1-0540-40020-00000-000	24.00	18.00	24.00	18.00
001-0540-400200	16.00	12.00	16.00	12.00
1-0540-40041-00000-000	3,928.43	8,924.15	3,928.43	8,924.15
1-0540-40080-00000-000	42.00	70.33	42.00	70.33
1-0540-40097-00000-000	80.00		80.00	
001-0540-406660	30.00		30.00	
001-0540-409635	40.00		40.00	
1-0614-40014-00000-000	205.00	250.00	205.00	250.00
015-0915-400840	160.00	141.62	160.00	141.62
017-0917-400840	2.20	1.43	2.20	1.43
033-0933-406240	107.80	69.77	107.80	69.77
-0933-406240-00000-000	72.00	83.66	72.00	83.66
061-0961-400840	110.00	71.19	110.00	71.19
2-001-0000-0250		5.00		5.00
Criminal Sub-total	9,386.77	13,523.47	9,386.77	13,523.47
	*****	Civil Section		*****
1-0000-20250-00000-000	1,328.00		1,328.00	
001-0000-202500	415.00		415.00	
1-0540-40080-00000-000	209.93		209.93	
1-0540-40097-00000-000	2,102.00		2,102.00	
1-0614-40015-00000-000	2,133.07		2,133.07	
Civil Sub-total	6,188.00	0.00	6,188.00	0.00
Totals	15,574.77	13,523.47	15,574.77	13,523.47

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ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



RECEIVED

AUG 04 2020

ELLIS COUNTY
AUDITOR

JOHN BRIDGES, RTA, CTA, CSTA

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

August 04, 2020

Request for Approval of August 11, 2020
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Corelogic ✓	169821 ✓	✓ \$2,509.39
Corelogic ✓	169837 ✓	✓ \$3,041.01
Corelogic ✓	171550 ✓	✓ \$4,242.63
Corelogic ✓	223004 ✓	✓ \$4,213.86
Corelogic ✓	223848 ✓	✓ \$5,193.55
Corelogic ✓	257304 ✓	✓ \$3,728.27
Corelogic ✓	266457 ✓	✓ \$8,546.58
Corelogic ✓	267971 ✓	✓ \$4,984.02
Total Refunds:		✓ \$36,459.31

Rachel Conte Chief Deputy
Tax Office

Todd Little, County Judge

Commissioner Stinson, Pct. 1

Commissioner Grayson, Pct. 2

Commissioner Perry, Pct. 3

Commissioner Butler, Pct. 4

audited: Janet A. Martin

Deposit Status
Notes
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08/04/2020 07:59:41
ACTELLUS

Summary Query
REMITTANCE
Detail

Deposit No.
 Account No.
 Remit Seq No.
 Check No.
 Payment Amount
 Payment Agreement No.

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	200103223182	01/01/9999	0	BALANCING REC	CH	\$24.45	\$24.45		169821	SMITH CHRISTOPHER
	200103223182	01/01/9999	0	BALANCING REC	CH	\$682.41	\$682.41		169821	SMITH CHRISTOPHER
	200103223182	01/01/9999	0	BALANCING REC	CH	\$154.27	\$154.27		169821	SMITH CHRISTOPHER
	200103223182	01/01/9999	0	BALANCING REC	CH	\$385.91	\$385.91		169821	SMITH CHRISTOPHER
	RD0003487607	06/22/2020	42514004	2015015000	CH	\$2,509.39	\$2,509.39	RD	169821	25536849-CORELOGIC
	2019CORE0001	12/31/2018	42514004	860768238	CH	\$1,220,524.43	✓ \$2,509.39	LG	169821 ✓	25442644-CORELOGIC
	RC200622	12/31/2019	42514004	960768238	CH	\$2,509.39	\$2,509.39	TR	169821	25536849-CORELOGIC
	RC200622	12/31/2019	42514004	960768238	CH	\$2,509.39	\$2,509.39	TR	169821	25442644-CORELOGIC
	W191031MG	10/31/2019	41730546	171483	CH	\$2,509.39	\$2,509.39	PA	169821	26647338-TOWN SQUAR
	LERETA200001	12/31/2018	39580565	147484	CH	\$5,622,045.64	\$2,339.98	PA	169821	26513083-MR COOPER
	CORELOGI0001	12/21/2017	38414627	450044096	CH	\$367,777.16	\$2,100.90	PA	169821	25442644-CORELOGIC
	SCORELOG0042	12/31/2016	33679654	50028772	CH	\$301,118.64	\$1,926.27	PA	169821	24005035-NATIONSTAR
Applied Total										\$38,723.83

Deposit Status: 08/04/2020 07:59:41
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Account No. 169837
 Deposit No. 2019CORE0001
 Receipt Date 01/01/9999
 Remit Seq No. 0
 Check No. BALANCING REC
 Check No. 0
 Payment Type CH
 Payment Amount \$211.72
 Applied Amount \$211.72
 Transaction Type 169837
 Account No. SMITH SCOTT B

Deposit No. 200103223182
 Receipt Date 01/01/9999
 Remit Seq No. 0
 Check No. BALANCING REC
 Check No. 0
 Payment Type CH
 Payment Amount \$34.09
 Applied Amount \$34.09
 Transaction Type 169837
 Account No. SMITH SCOTT B

Deposit No. 200103223182
 Receipt Date 01/01/9999
 Remit Seq No. 0
 Check No. BALANCING REC
 Check No. 0
 Payment Type CH
 Payment Amount \$993.86
 Applied Amount \$993.86
 Transaction Type 169837
 Account No. SMITH SCOTT B

Deposit No. 200103223182
 Receipt Date 01/01/9999
 Remit Seq No. 0
 Check No. BALANCING REC
 Check No. 0
 Payment Type CH
 Payment Amount \$517.53
 Applied Amount \$517.53
 Transaction Type 169837
 Account No. SMITH SCOTT B

Deposit No. RD0003487607
 Receipt Date 06/22/2020
 Remit Seq No. 42514004
 Check No. 2015015001
 Check No. 0
 Payment Type CH
 Payment Amount \$3,041.01
 Applied Amount \$3,041.01
 Transaction Type RD 169837
 Account No. 25536849-CORELOGIC

Deposit No. 2019CORE0001
 Receipt Date 12/31/2019
 Remit Seq No. 42514004
 Check No. 960768238
 Check No. 0
 Payment Type CH
 Payment Amount \$1,220,524.43
 Applied Amount \$3,041.01
 Transaction Type LG 169837
 Account No. 25442644-CORELOGIC

Deposit No. RC200622
 Receipt Date 12/31/2019
 Remit Seq No. 42514004
 Check No. 960768238
 Check No. 0
 Payment Type CH
 Payment Amount \$3,041.01
 Applied Amount \$3,041.01
 Transaction Type TR 169837
 Account No. 25536849-CORELOGIC

Deposit No. RC200622
 Receipt Date 12/31/2019
 Remit Seq No. 42514004
 Check No. 960768238
 Check No. 0
 Payment Type CH
 Payment Amount \$3,041.01
 Applied Amount \$3,041.01
 Transaction Type TR 169837
 Account No. 25442644-CORELOGIC

Deposit No. W191220MG
 Receipt Date 12/20/2019
 Remit Seq No. 42347802
 Check No. 174032
 Check No. 0
 Payment Type CH
 Payment Amount \$3,041.01
 Applied Amount \$3,041.01
 Transaction Type PA 169837
 Account No. 26647338-TOWN SQUAR

Deposit No. 2018PAYC0001
 Receipt Date 12/31/2018
 Remit Seq No. 39626076
 Check No. 950185431
 Check No. 0
 Payment Type CH
 Payment Amount \$1,180,206.24
 Applied Amount \$2,827.35
 Transaction Type PA 169837
 Account No. 25442644-CORELOGIC

Deposit No. CORELOG0001
 Receipt Date 12/21/2017
 Remit Seq No. 36414627
 Check No. 450044096
 Check No. 0
 Payment Type CH
 Payment Amount \$367,777.16
 Applied Amount \$2,526.96
 Transaction Type PA 169837
 Account No. 25442644-CORELOGIC

Deposit No. TC171207
 Receipt Date 12/07/2017
 Remit Seq No. 36210545
 Check No. 46230
 Check No. 0
 Payment Type CH
 Payment Amount \$1,580.00
 Applied Amount \$10.00
 Transaction Type TC 169837
 Account No. 1624-ELLIS COUNTY AR

Applied Total \$48,405.08

Deposit Status: 08/04/2020 07:59:41
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Deposit: REMITTANCE Detail
 Summary Query

Deposit No: 2019CORE0001 Account No: 171550
 Payment Agreement No: []

Check/Receipt Images	Deposit No.	Receipt Date	Remt Seq No.	Check No.	Payment Type	Payment Amount	Remit Seq No.	Check No.	Applied Amount	Transaction Type	Account No.	Payer
	200103223182	01/01/9999	0	BALANCING REC	CH	\$19.29			\$19.29		171550	EL BETHEL BAPTIST CHU
	200103223182	01/01/9999	0	BALANCING REC	CH	\$2.04			\$2.04		171550	EL BETHEL BAPTIST CHU
	200103223182	01/01/9999	0	BALANCING REC	CH	\$98.99			\$98.99		171550	EL BETHEL BAPTIST CHU
	200103223182	01/01/9999	0	BALANCING REC	CH	\$41.65			\$41.65		171550	EL BETHEL BAPTIST CHU
	200103223182	01/01/9999	0	BALANCING REC	CH	\$3.24			\$3.24		171550	EL BETHEL BAPTIST CHU
	RD0003487607	06/22/2020	42514006	2015015002	CH	\$4,242.63			\$4,242.63	RD	171550	25536849-CORELOGIC
	2019CORE0001	12/31/2019	42514006	960768251	CH	\$1,335,385.01			\$4,242.63	LG	171550	25442644-CORELOGIC
	RC200622	12/31/2019	42514006	960768251	CH	\$4,242.63			\$4,242.63	TR	171550	25442644-CORELOGIC
	RC200622	12/31/2019	42514006	960768251	CH	\$4,242.63			\$4,242.63	TR	171550	25536849-CORELOGIC
	W191126SYEC1	11/19/2019	42006320	CC002635233	EC	\$4,242.63			\$4,242.63	PA	171550	27677131-KEUM EUN LEE
	2016LRE0001	01/17/2019	39970542	2391620	CH	\$128,208.11			\$3,945.19	PA	171550	1050-CENTRAL MORTGA
	W180105MG7	01/05/2018	36786253	41837	CH	\$131.37			\$131.37	PA	171550	24604556-ELLIS COUNTY
Applied Total											\$11,764.34	

Deposit Status: 08/04/2020 07:59:41
 RACHONTE ACTELLIS

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Notes

Deposit: REMITTANCE

Summary Query

Account No: 223004

Payment Agreement No: []

Summary

Check/Receipt No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
RD0003487607	06/22/2020	42514027	2015015003	CH	\$4,213.86	\$4,213.86	RD	223004	25536849-CORELOGIC
2019CORE0001	12/31/2019	42514027	960768227	CH	\$3,412,827.20	✓ \$4,213.86	LG	223004	25442644-CORELOGIC
RC200622	12/31/2019	42514027	960768227	CH	\$4,213.86	\$4,213.86	TR	223004	25536849-CORELOGIC
RC200622	12/31/2019	42514027	960768227	CH	\$4,213.86	\$4,213.86	TR	223004	25442644-CORELOGIC
W191120TB	11/20/2019	41946135	47941	CH	\$4,213.86	\$4,213.86	PA	223004	24870564-SILVER STAR
PAYWRET0001	12/27/2018	39478673	9022901340	CH	\$7,984,386.02	\$4,574.06	PA	223004	1615-WELLS FARGO HO
WRETS2010001	12/19/2017	36381693	9019829395	CH	\$5,630,326.14	\$3,180.62	PA	223004	1615-WELLS FARGO HO
PAYWELLS0001	12/16/2016	33361415	9016509981	CH	\$204,872.89	\$2,832.62	PA	223004	1615-WELLS FARGO HO
2015WELL0001	12/21/2015	30367488	2825089	CH	\$7,976,583.27	\$2,696.44	PA	223004	1615-WELLS FARGO HO
2014WFRE0001	12/23/2014	27412471	9010792709	CH	\$9,961,881.95	\$2,734.92	PA	223004	1615-WELLS FARGO HO
2013PAYW0001	12/26/2013	24542867	9007947321	CH	\$8,059,453.67	\$2,637.11	PA	223004	1615-WELLS FARGO HO
WFRETSPA0001	12/28/2012	21968619	7021031978	CH	\$9,082,903.65	\$2,669.35	PA	223004	1615-WELLS FARGO HO
Applied Total									\$47,740.51

08/04/2020 07:59:41
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Summary Query

Deposit No. 2018PAYC0001 Account No. 223848

Check/Receipt Images

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
RD0003487607	2019CORE0001	06/22/2020	42514027	2015015004	CH	\$5,193.55	\$5,193.55	RD	223848	25536849-CORELOGIC
		12/31/2019	42514027	960768227	CH	\$3,412,827.20	\$5,193.55	LG	223848	25442644-CORELOGIC
RC200622		12/31/2019	42514027	960768227	CH	\$5,193.55	\$5,193.55	TR	223848	25536849-CORELOGIC
RC200622		12/31/2019	42514027	960768227	CH	\$5,193.55	\$5,193.55	TR	223848	25442644-CORELOGIC
W191230TB		12/30/2019	42477451	49543	CH	\$5,193.55	\$5,193.55	PA	223848	26431822-ELLIS COUNTY
TC191210		12/10/2019	42189009	48978	CH	\$1,090.00	\$10.00	TC	223848	1624-ELLIS COUNTY AB
TC191107		11/07/2019	41807198	48890	CH	\$1,560.00	\$10.00	TC	223848	1624-ELLIS COUNTY AB
2018PAYC0001		12/31/2018	38626108	950185442	CH	\$2,993,745.38	\$5,193.55	PA	223848	25442644-CORELOGIC
CORELOG0001		12/21/2017	36414684	111102758	CH	\$1,265,907.54	\$5,193.55	PA	223848	25442644-CORELOGIC
SCORELOG0037		12/31/2016	33879641	60008700	CH	\$3,848,649.59	\$5,193.55	PA	223848	24004791-GATEWAY MC
2015CORE0038		12/17/2015	30334609	60004188	CH	\$3,595,339.18	\$5,193.55	PA	223848	24004791-GATEWAY MC
2014CORE0048		12/26/2014	27461709	60001313	CH	\$2,729,561.64	\$2,789.88	PA	223848	22493187-GATEWAY MC

Applied Total \$32,980.10

Payment Agreement No. []

Summary







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

JAN 08 2020

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

Print Date: 01/02/2020

CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 169821
Legal Description of the Property 1.1 LIGON #3 REV 0.293 ACRES 121 N VALLEY ST 75154
OWNER SMITH JEFFREY D

2019 OVERAGE AMOUNT \$2,509.39

70. ELLIS COUNTY, 170. LTRD, 211. RED OAK ISD, 372. CITY OF RED OAK

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name:	✓ CORELOGIC TAX SERVICES		
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Address:	ATTN: REFUNDS DEPARTMENT P.O. BOX 9202		
	City, State, Zip:	COPPELL, TX 75019		
	Daytime Phone No.:	DFW01.REFUNDS@CORELOGIC.COM 817-899-2801		
	E-Mail Address:			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Payment made by:	Check No.	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 4. Sign the form. Unsigned applications cannot be processed.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
SIGNATURE OF REQUESTOR (REQUIRED)		DATE		
<i>[Signature]</i>		5/26/2020		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

v41.1.118





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

JAN 08 2020 35

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

Print Date: 01/02/2020

CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 169837✓
Legal Description of the Property 1.5 LIGON #3 0.258 ACRES 113 N HILLSIDE ST 75154
OWNER: SMITH SCOTT B

2019 OVERAGE AMOUNT \$3,041.01

70: ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD, 372: CITY OF RED OAK

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: ✓ CORELOGIC TAX SERVICES			
	Address: ATTN: REFUNDS DEPARTMENT P.O. BOX 9202			
	City, State, Zip: COPPELL, TX 75019 Daytime Phone No.: 817-699-2601 E-Mail Address: DFW01.REFUNDS@CORELOGIC.COM			
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>J. Matos</i>		DATE 5/26/2020	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

v41.1.118



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

JAN 08 2020 39

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

Print Date: 01/02/2020

CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 171550
Legal Description of the Property LOT N63 OF 7A BLK 232 TOWN 231 AC 111 ELDER ST 75165
OWNER: LEE KEUM E

2019 OVERAGE AMOUNT ✓ \$4,242.63

70- ELLIS COUNTY, 170- LTRD, 212- WAXAHACHIE ISD, 390- CITY OF WAXAHACHIE

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name:	✓ CORELOGIC TAX SERVICES		
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Address:	ATTN: REFUNDS DEPARTMENT P.O. BOX 9202		
	City, State, Zip:	COPPELL, TX 75019		
	Daytime Phone No.:	DFW01.REFUNDS@CORELOGIC.COM	817-699-2601	E-Mail Address:
	Payment made by:	Check No.	Date Paid	Amount Paid
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
[Signature]		5/28/2020		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

v41.1.118



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

JAN 08 2020 *lek*

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

Print Date: 01/02/2020

CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 223004
Legal Description of the Property 1 JACKSON CORNER 2.185 ACRES 515 BARTON RD 76064
OWNER: PEARSON DANNY & DANA

2019 OVERAGE AMOUNT *\$4,213.86

70 ELLIS COUNTY, 170 LTRD, 215 MAYPEARL ISD, 504 EC ESD #1 MAY

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <input checked="" type="checkbox"/> CORELOGIC TAX SERVICES ATTN: REFUNDS DEPARTMENT Address: P.O. BOX 9202 City, State, Zip: COPPELL, TX 75019 Daytime Phone No.: DEWD1.REFUNDS@CORELOGIC.COM 817-699-2601 E-Mail Address:			
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by: _____ Check No. _____ Date Paid _____ Amount Paid _____			
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund. <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. This payment should have been applied to other tax account(s) and/or year(s) (listed below): _____			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>J. M. Moore</i>		DATE 5/26/2020	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

v41.1.118





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

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

JAN 08 2020

Print Date: 01/02/2020

CORELOGIC
3001 HACKBERRY
IRVING, TX 75063

Account Number 223848
Legal Description of the Property LOT 21R BLK C ENCHANTED GARDENS PH III 0.19 AC 205 INDIGO WAY 75165
OWNER: FUTRELL, OLGA L & SHARON S

2019 OVERAGE AMOUNT ✓ \$5,193.55

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 390: CITY OF WAXAHACHIE

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name:	✓ CORELOGIC TAX SERVICES ATTN: REFUNDS DEPARTMENT		
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Address:	P.O. BOX 9202		
	City, State, Zip:	COPPELL, TX 75019		
	Daytime Phone No.:	DFW01.REFUNDS@CORELOGIC.COM 817-699-2601		
	E-Mail Address:			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Payment made by:	Check No.	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 4. Sign the form. Unsigned applications cannot be processed.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
SIGNATURE OF REQUESTOR (REQUIRED)			DATE	
<i>[Signature]</i>			5/27/2020	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

v41.1.118





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

JAN 08 2020

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

Print Date: 01/02/2020

CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 257304
Legal Description of the Property LOT 1 COLBURN & OGLESBYS ACRES 2.7537 AC 478 HORNIK RD 75119
OWNER: OGLESBY EDDIE

2019 OVERAGE AMOUNT/ \$3,728.27

70: ELLIS COUNTY, 170: LTRD, 203: ENNIS ISD

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name:	✓ CORELOGIC TAX SERVICES		
	Address:	ATTN: REFUNDS DEPARTMENT P.O. BOX 9202		
	City, State, Zip:	COPPELL, TX 75019		
	Daytime Phone No.:	DFW01-REFUNDS@CORELOGIC.COM	817-699-2601	E-Mail Address:
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)			DATE
			5/27/2020	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

v41.1.118





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

JAN 08 2020 *TLO*

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

Print Date: 01/02/2020

CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 266457✓
Legal Description of the Property LOT 3 BLK C FOUR TREES ADDITION 1.4 AC 4021 UNDERWOOD LN 76065
OWNER: GABEL REBECCA

2019 OVERAGE AMOUNT ✓ \$8,546.58

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name:	✓ CORELOGIC TAX SERVICES		
	Address:	ATTN: REFUNDS DEPARTMENT P.O. BOX 9202		
	City, State, Zip:	COPPELL, TX 75019		
	Daytime Phone No.:	DEW01.REFUNDS@CORELOGIC.COM 817-699-2601		
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.:	Date Paid:	Amount Paid:
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
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By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)		SIGNATURE OF REQUESTOR (REQUIRED)		DATE
		<i>J. M. Torres</i>		5/27/2020
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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





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

JAN 08 2020 103

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

Print Date: 01/02/2020

CORELOGIC
 3001 HACKBERRY
 IRVING, TX 75063

Account Number 267971V
Legal Description of the Property LOT 19 BLK 24 LAWSON FARMS PH 3 SOUTH 28 AC 3449 RAFFIELD CT 76065
OWNER: RUSH DOUGLAS E & LEANN G RUSH

2019 OVERAGE AMOUNT ✓ \$4,984.02

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name:	CORELOGIC TAX SERVICES		
	Address:	ATTN: REFUNDS DEPARTMENT P.O. BOX 9202		
	City, State, Zip:	COPPELL, TX 75019		
	Daytime Phone No.:	DEW01.BEFUNDS@CORELOGIC.COM	817-699-2601	E-Mail Address:
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
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	SIGNATURE OF REQUESTOR (REQUIRED)			DATE
				5/27/2020
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

v41.1.118



F4



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-505580	CONTINGENCIES/RESERVE	\$ 100,000.00
001-0140-505600	COMPENSATORY/FRINGE	\$ 100,000.00
001-0140-507010	UTILITIES	\$ 35,000.00
001-0140-508590	SYSTEM ADMIN FEES	\$ 150,000.00
	TOTAL:	\$ 385,000.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-508190	COMPUTER EQUIPMENT	\$ 385,000.00
	TOTAL:	\$ 385,000.00



08/03/2020

Non-Departmental

Signature

Date

Department

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

APPROVED THIS _____ DAY OF _____, _____

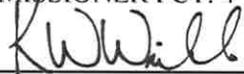
_____ COUNTY JUDGE

_____ COMMISSIONER PCT. 1

_____ COMMISSIONER PCT. 2

_____ COMMISSIONER PCT. 3

_____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: 

F5



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0030-508020	EQUIPMENT	\$ 1,000.00
	TOTAL:	\$ 1,000.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0030-508010	SUPPLIES	\$ 1,000.00
	TOTAL:	\$ 1,000.00

Janet Martin
Signature

08/03/2020
Date

Audit
Department

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

APPROVED THIS _____ DAY OF _____,

- _____ COUNTY JUDGE
- _____ COMMISSIONER PCT. 1
- _____ COMMISSIONER PCT. 2
- _____ COMMISSIONER PCT. 3
- _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:

KW Will

FB



RECEIVED
JUL 24 2020
ELLIS COUNTY AUDITOR

Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019-2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0540-508050	CONFERENCE	\$ 1,000.00
001-0540-508050	CONFERENCE	\$ 200.00
	TOTAL:	\$ 1,200.00

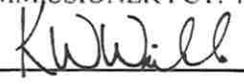
TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0540-508030	OFFICE FIXTURE/FURNITURE	\$ 1,000.00
001-0540-508020	EQUIPMENT	\$ 200.00
	TOTAL:	\$ 1,200.00


07/22/2020
JUSTICE OF THE PEACE, PCT. 4
Signature
Date
Department

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

APPROVED THIS _____ DAY OF _____, _____

_____ COUNTY JUDGE
 _____ COMMISSIONER PCT. 1
 _____ COMMISSIONER PCT. 2
 _____ COMMISSIONER PCT. 3
 _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: 

F7



RECEIVED
JUL 28 2020
ELLIS COUNTY AUDITOR

Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019-2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0453-508070	Fm2 General Expenses	\$7,000.00
	TOTAL:	\$7,000.00

POSTED
PCT2
COMPUTER

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0453-509090	Fm2 Repair Parts	\$7,000.00
	TOTAL:	\$7,000.00

POSTED
PCT2
COMPUTER

Signature

7/28/2020
Date

Precinct 2
Department

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

APPROVED THIS _____ DAY OF _____, _____

- _____ COUNTY JUDGE
- _____ COMMISSIONER PCT. 1
- _____ COMMISSIONER PCT. 2
- _____ COMMISSIONER PCT. 3
- _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: KWWill

F8



Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019/2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-508070	FM1-Gen Misc	-\$ 4,000.00
	TOTAL:	-\$ 4,000.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509070	FM1-Tires	\$ 4,000.00
	TOTAL:	\$ 4,000.00

[Handwritten Signature]

07/24/2020

Road & Bridge PCT1

Signature

Date

Department

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

APPROVED THIS _____ DAY OF _____.

- _____ COUNTY JUDGE
- _____ COMMISSIONER PCT. 1
- _____ COMMISSIONER PCT. 2
- _____ COMMISSIONER PCT. 3
- _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:

[Handwritten Signature]

FA



Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019/2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
019-0919-507990	Copier/Supplies	\$ 1,000.00
019-0919-508020	Equipment	\$ 870.00
019-0919-508070	General Expense	\$ 180.00
019-0919-506010	Travel Expense	\$ 1,200.00
	TOTAL:	\$ 3,250.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
019-0919-508820	Books	\$ 3,250.00
	TOTAL:	\$ 3,250.00

07/29/2020

Law Library

Signature

Date

Department

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

APPROVED THIS _____ DAY OF _____, _____

_____ COUNTY JUDGE
 _____ COMMISSIONER PCT. 1
 _____ COMMISSIONER PCT. 2
 _____ COMMISSIONER PCT. 3
 _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: KWWill

F10



ELLIS COUNTY BUDGET AMENDMENT

FISCAL YEAR 2020

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

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

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
050-0950-400020	INTEREST	\$ 800.00
050-0950-408600	TRANSFER FROM G.F.	\$ 24,998.00
050-0950-409840	CIVIL SUPERVISION FEES	\$ 28,000.00
	TOTAL:	\$ 53,798.00

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
	SALARYFRINGE	\$ 28,500.00
050-0950-508070	GEN MISC/OPERATING	\$ 18,098.00
050-0950-508680	CONTRACT SERVICES	\$ 7,200.00
	TOTAL:	\$ 53,798.00

Hector Venzel 07/30/2020 CSCD Civil Supervision
Signature Date Department

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

APPROVED THIS _____ DAY OF _____,

_____ COUNTY JUDGE
 _____ COMMISSIONER PCT. 1
 _____ COMMISSIONER PCT. 2
 _____ COMMISSIONER PCT. 3
 _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: KWWill



AGENDA ITEM NO. 1.1
Ellis County Commissioners' Court
August 11, 2020



SHORT TITLE:

Amending Plat McKeever Farms Lot 1 & 2
Parcel ID No. 272588 & 272589

LEGAL CAPTION:

Consideration and act upon an amending plat of McKeever Farms Lot 1 & 2. The property contains ± 10.78 acres of land in the A. McDonald Survey, Abstract No. 272, located on the east side of McKeever Road ± 960 feet south of Epps Road, Road and Bridge Precinct No. 1.



APPLICANT:

Billy Carmalia Haywood
Wilfred and Jennifer Ayers



PURPOSE:

The applicant is requesting to amend this plat to adjust the lot lines between Lot 1 and Lot 2. This amending plat meets the criteria established under Chapter 232.011 (a) (6) of the Texas Local Government Code. Below is an excerpt from that code.

The Commissioners' Court may approve and issue an amending plat if the amending plat is signed by the applicants and filed for one or more of the following purposes:

(6) to correct an error in courses and distances of lot lines between two adjacent lots if:

(A) both lot owners join in the application for amending the plat;

(B) neither lot is abolished;

(C) the amendment does not attempt to remove recorded covenants or restrictions; and

(D) the amendment does not have a material adverse effect on the property rights of the other owners of the property that is the subject of the plat.



HISTORY:

The Commissioners' Court originally approved a simplified plat of McKeever Farms at its meeting on February 13, 2018.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

Thirty (30) feet was initially dedicated for McKeever Road upon the previous plat, satisfying the County's right of way requirements per the 2019 Thoroughfare Plan. No new dedication is required.

Water Provider:

Rockett SUD has confirmed service for Lot 1 & 2 of the McKeever Farms Plat.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

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



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

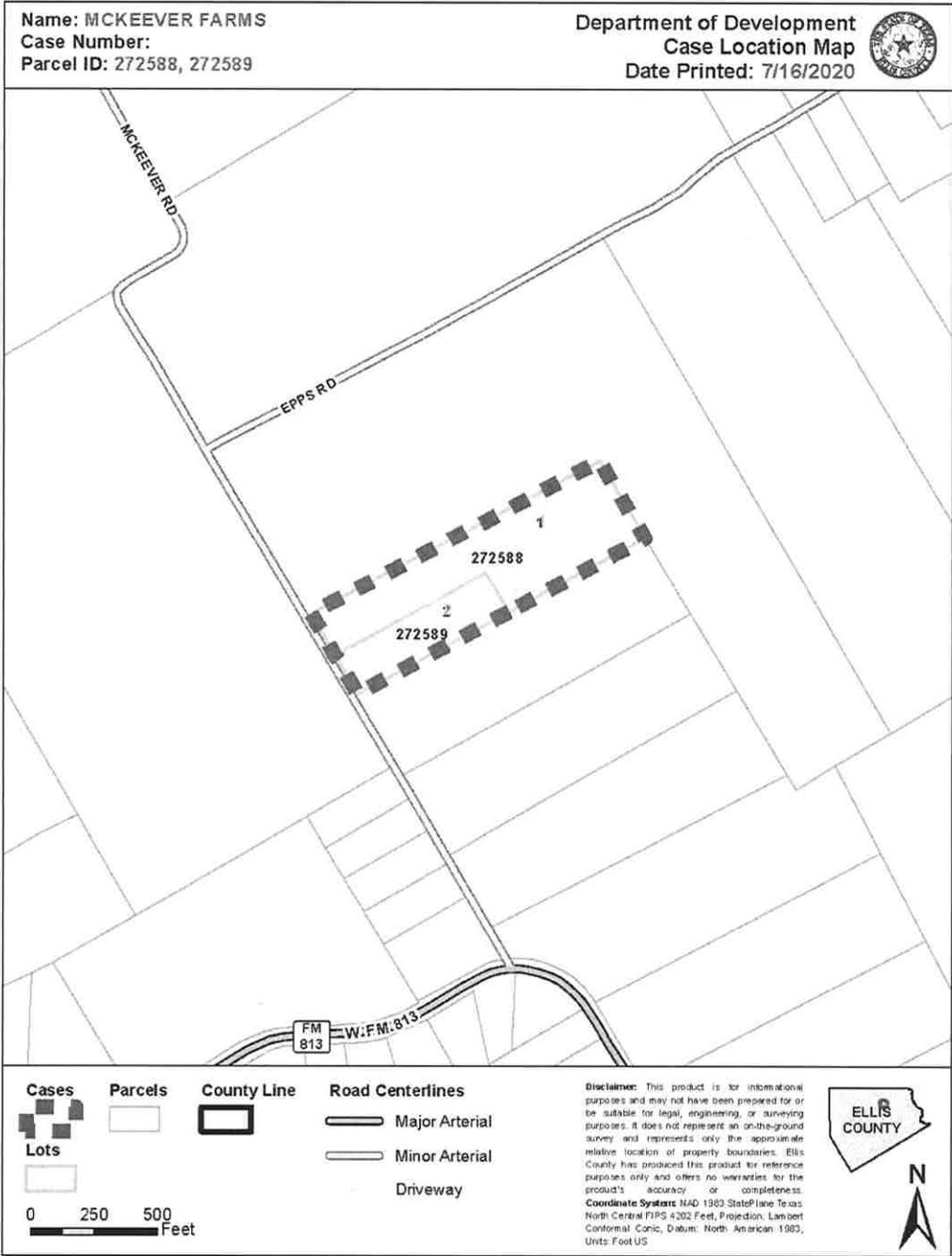


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – Location Map



36.707070 32.453850 Author: rebecca charles GIS@co.ellis.tx.us Date Printed: 7/16/2020



AGENDA ITEM NO. 1.2
Ellis County Commissioners' Court
August 11, 2020



SHORT TITLE:

Marks Addition Lot 1 Plat
Parcel ID No. 188514

LEGAL CAPTION:

Consideration and act upon a plat of Marks Addition, Lot 1. The property contains ± 1.021 acres of land in the Mary Powers Survey, Abstract No. 843, located on the north side of Clayton Drive ± 1,280 feet west of Reveille Run, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4.



APPLICANT:

Anna Kay Smith and Kenneth Marks.



PURPOSE:

The applicant is requesting to plat one (1) lot for residential use. The property will be accessed through Legacy Estates, Phase 2, via Clayton Drive, even though the property is not located in that subdivision.



HISTORY:

No other history exists for this property. The City of Midlothian approved this plat on July 27, 2020.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

Clayton Drive was previously dedicated via the final plat for Legacy Estates, Phase 2 approved by Commissioners' Court on October 22, 2019. No additional right of way dedication is required.

Water Provider:

Sardis Lone-Elm WSC has confirmed availability of service for Marks Addition via an 8-inch line located along Clayton Drive.



ATTACHMENTS:

1. Location Map
2. Plat



DEPARTMENT OF DEVELOPMENT
Ellis County

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



RECOMMENDATION:

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



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:



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



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 1 - Plat

Plat map showing lot divisions, street names (Clayton Drive, Point of Beginning), and various legal descriptions and signatures. Includes a legend, north arrow, and scale bar.



AGENDA ITEM NO. 1.3
Ellis County Commissioners' Court
August 11, 2020



SHORT TITLE:

Cross Fence at Oak Vista Final Plat
Parcel ID No. 188040 and 183375

LEGAL CAPTION:

Consideration and act upon a final plat of Cross Fence at Oak Vista. The property contains ± 248.60 acres of land in the S.B. Orton Survey, Abstract No. 813, the J. Fifer Survey Abstract No. 352, and the D.M. McNeil Survey No. 71, located north of FM 66 ± 6,200 feet west of Arrowhead Road, in the extraterritorial jurisdictions (ETJs) of the cities of Waxahachie and Maypearl, Road and Bridge Precinct No. 3.



APPLICANT:

Joshua Trees



PURPOSE:

The applicant is requesting to subdivide this property into one hundred and seventy-three (173) residential lots and two (2) open space lots.



HISTORY:

The Commissioners' Court approved the preliminary plat of Cross Fence at Oak Vista at its meeting on May 21, 2019. The City of Waxahachie approved the final plat of Cross Fence at Oak Vista on June 23, 2020.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The County's adopted Master Thoroughfare Plan identifies FM 66 as a major arterial, requiring a minimum right-of-way dedication up to 120 feet. This plat indicates right-of-way for FM 66 at 120 feet. No additional right-of-way dedication is required.

Utility Information:

Buena Vista Bethel SUD confirmed the availability of service to Cross Fence at Oak Vista on May 1, 2020. Hilco Electric Service confirmed service to this subdivision on June 4, 2020.



ATTACHMENTS:

1. Location Map
2. Plat



DEPARTMENT OF DEVELOPMENT
Ellis County

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



RECOMMENDATION:

The plat meets all the requirements outlined in the Ellis County Subdivision and Development Standards. Staff recommends **approval** of this final plat request, conditioned on the following recommendation by Engineering:

1) The developer shall be responsible for maintaining erosion control measures including but not limited to silt fence and check dams within the County dedicated rights-of-way until the establishment of 80% vegetative cover as required by the Ellis County Quality Growth Initiatives, Volume III. Once the vegetative cover is achieved, the developer shall notify the Department of Development for inspection and approval.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

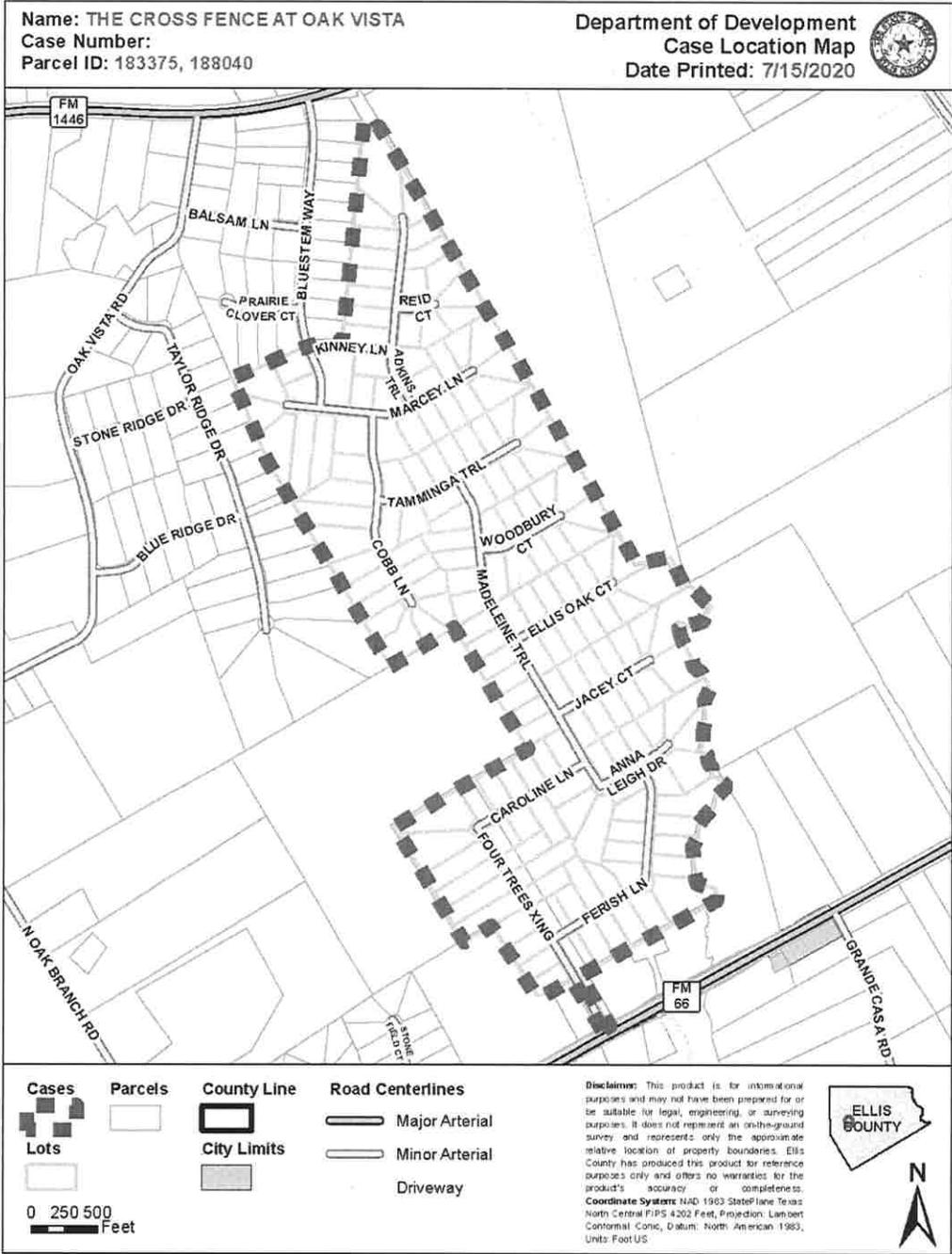


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – Location Map

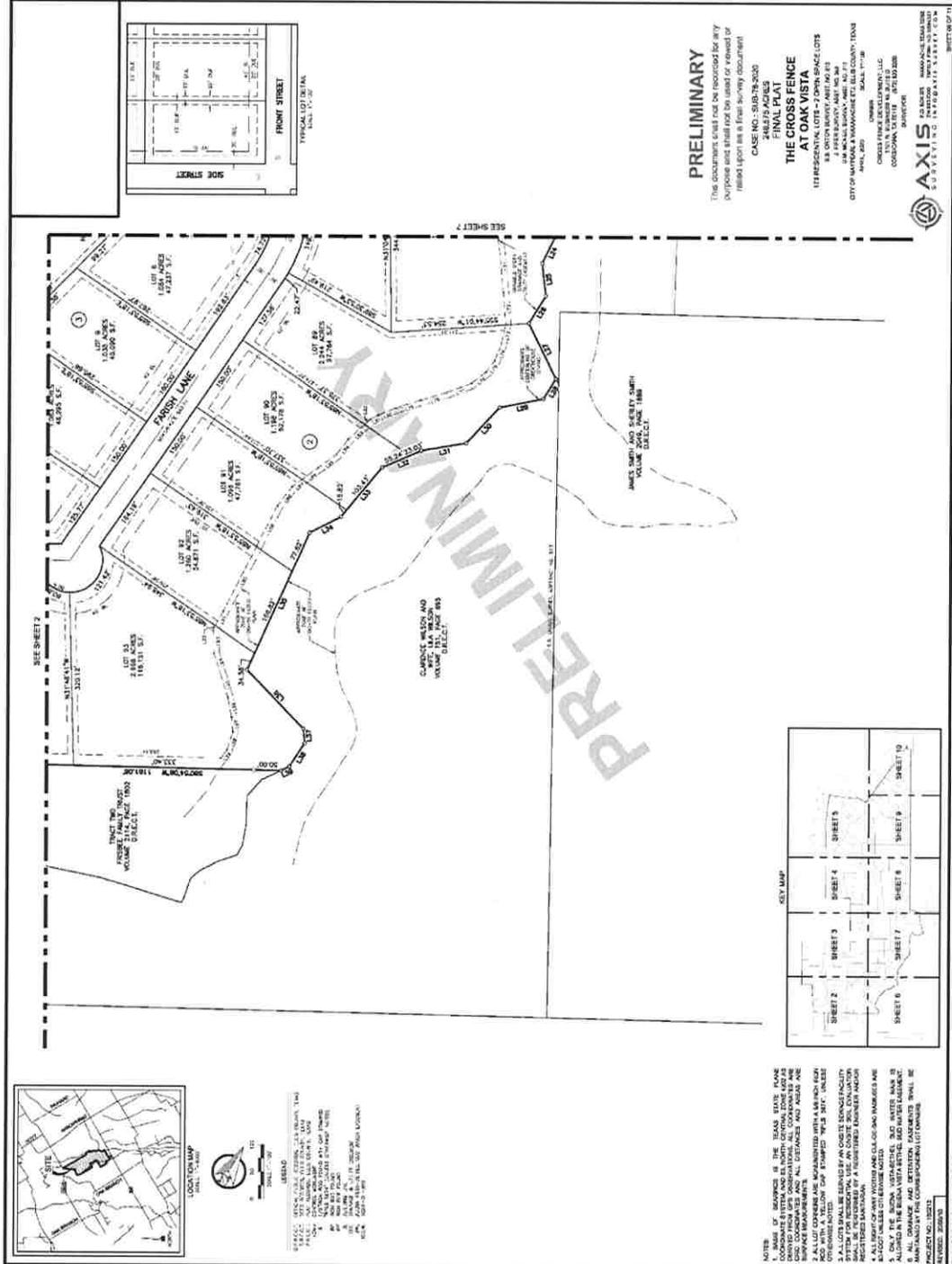


86.953109 32.344885 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 7/15/2020



DEPARTMENT OF DEVELOPMENT
Ellis County

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



PRELIMINARY
This document shall not be recorded for any purpose and shall be used for review of plans only and for informational purposes only.

FINAL PLAT
CASE NO. 18-03-2025
24.529 ACRES

THE CROSS FENCE AT OAK VISTA
112 RESIDENTIAL LOTS - 7 OPEN SPACE LOTS
SUBDIVISION
1.11 ACRES
1.11 ACRES
CITY OF MARYLAND, MARYLAND, ELLIS COUNTY, TEXAS
APRIL, 2025 SCALE: 1" = 110'

ORIGIN: CROSS FENCE DEVELOPMENT, LLC
CONTRACT NO. 18-03-2025
DRAWN BY: [Name]
CHECKED BY: [Name]

AXIS SURVEYING & MAPPING, L.P.
1200 N. WILSON ROAD, SUITE 100
DALLAS, TEXAS 75242
PH: 972.825.5200
WWW.AXIS-SURVEYING.COM

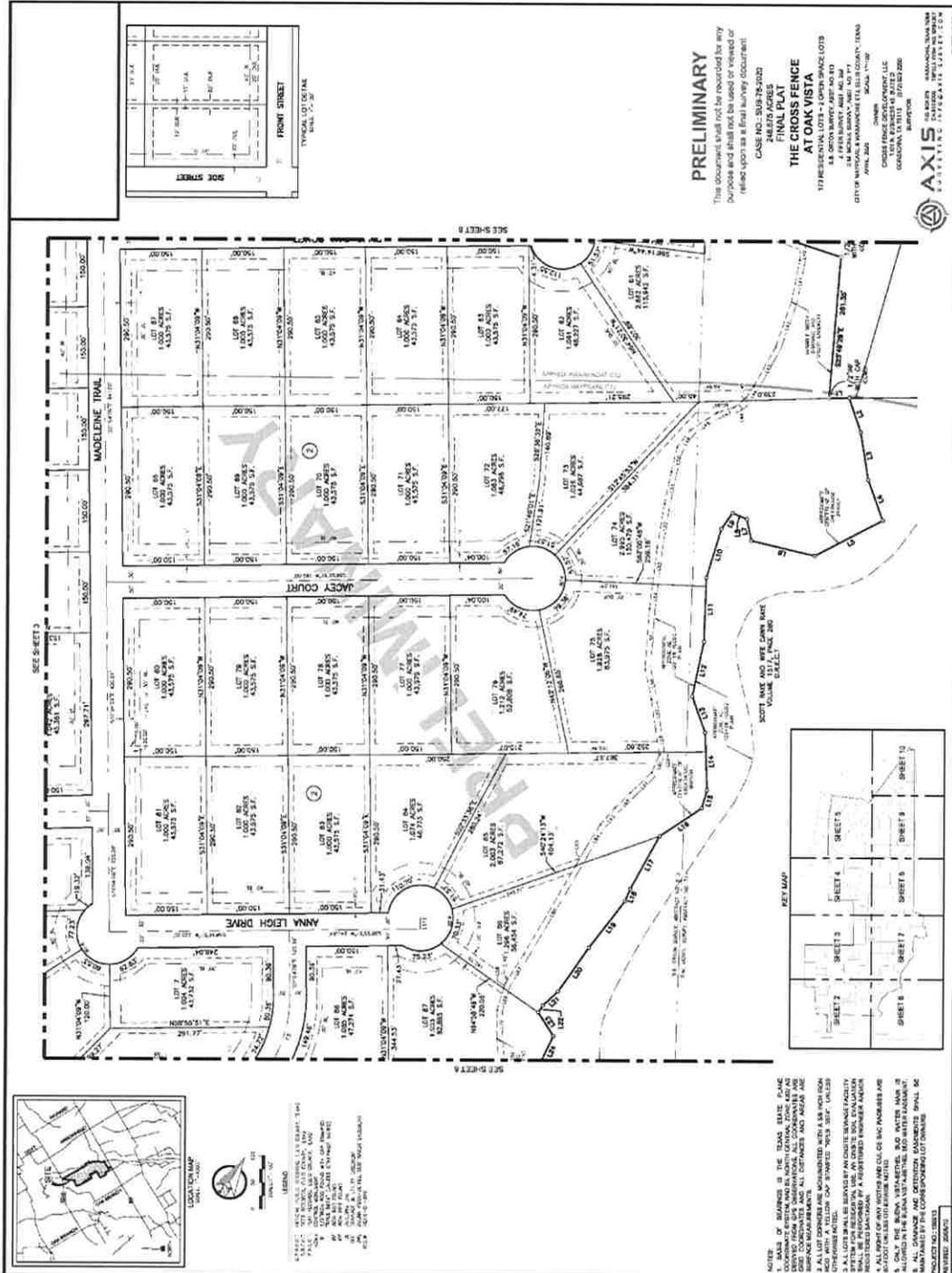
NOTES:

1. NAME OF RESOURCES IN THE TEXAS STATE PLANE SYSTEM SHALL BE IDENTICAL TO THE NAME OF THE RESOURCES IN THE NATIONAL GRID SYSTEM. ALL COORDINATES ARE IN THE NATIONAL GRID SYSTEM.
2. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. ONLY THE BOUNDARY MARKERS ARE TO BE MAINTAINED BY THE CORRESPONDING LOT OWNER.
4. ALL DISTANCE AND BOUNDARY MARKERS SHALL BE MAINTAINED BY THE CORRESPONDING LOT OWNER.
5. ALL DISTANCE AND BOUNDARY MARKERS SHALL BE MAINTAINED BY THE CORRESPONDING LOT OWNER.



DEPARTMENT OF DEVELOPMENT
Ellis County

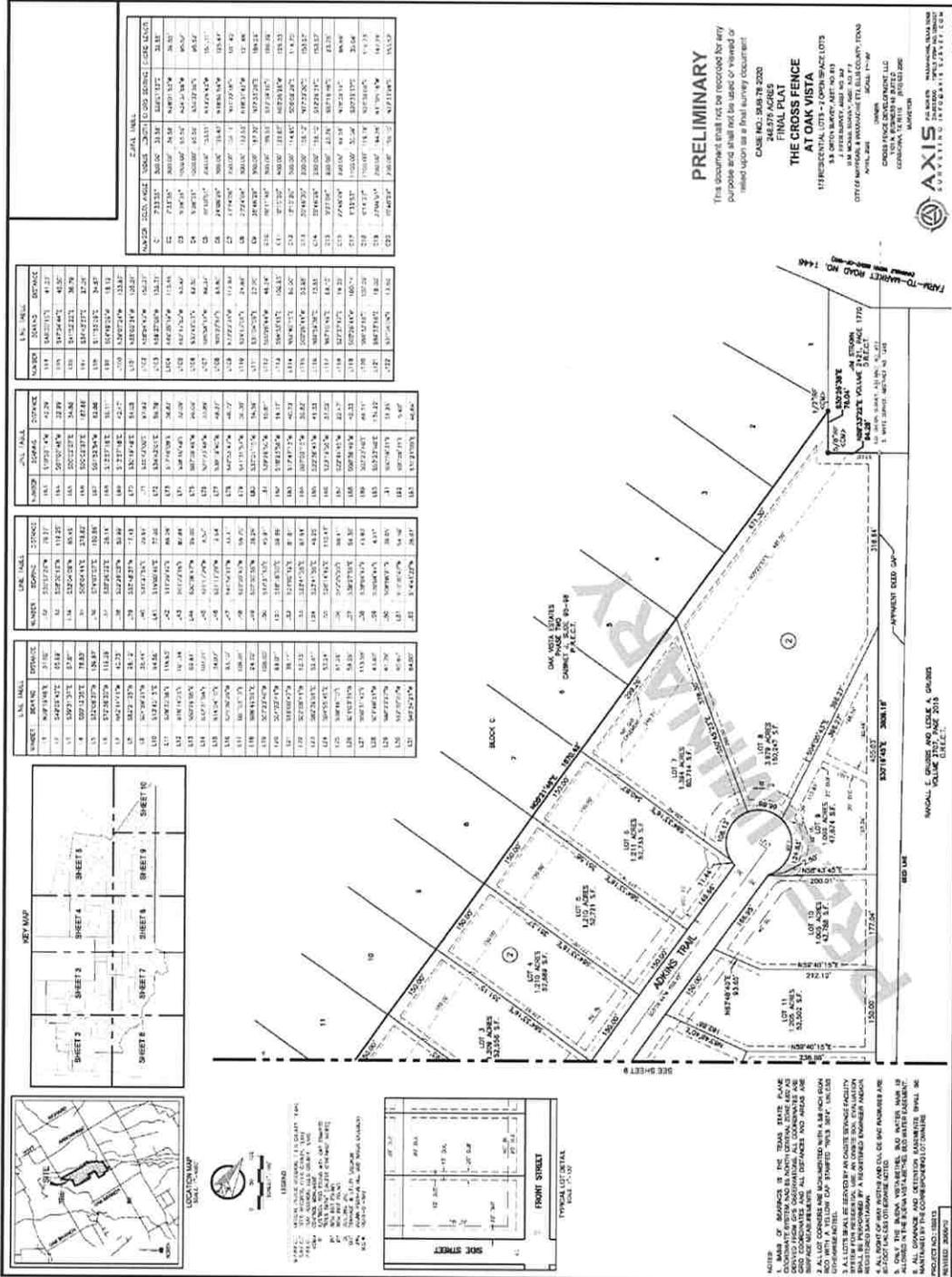
: dod@co.ellis.tx.us
: 972-825-5200
: co.ellis.tx.us/dod





DEPARTMENT OF DEVELOPMENT
Ellis County

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





AGENDA ITEM NO. 1.4
Ellis County Commissioners' Court
August 11, 2020



SHORT TITLE:

Accept a performance bond for Country Meadows Estates, Phase III
Parcel ID No. 192620

LEGAL CAPTION:

Consideration and action for a request to accept a performance bond for the proposed Country Meadows Estates, Phase III (Parcel ID No. 192620). This property contains ± 45.068 acres of land in the George W. Younger Survey, Abstract No. 1195, located ± 1,300 feet northwest of the intersection of Gibson Road and Cactus Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 1.



APPLICANT(S):

P & R Builders, Inc.



PURPOSE:

The applicant is requesting the County accept Performance Bond No. 329715 for the construction of the **Country Meadows Estates Phase III**. The amount of the bond is One Million Forty-Seven Thousand Two Hundred Ninety-Six Dollars and Fifty Cents (\$1,047,296.50).

The civil plans for **Country Meadows Estates Phase III**, which consists of a 36-lot subdivision, have been approved and will commence construction of ± 4,227.33 linear feet of interior roads built in accordance with the County's Subdivision and Development Regulations. A final plat is forthcoming for approval once the infrastructure is completed.



ANALYSIS:

Section VII (A) (2) (Performance Guarantees) of the Subdivision and Development Regulations state that prior to construction and to ensure roads, streets, signs, underground utilities, and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations, the developer shall file a Construction Bond.

The bond amount shall be equal to one hundred percent (100%) of any and all contracts, agreements, and bids for the construction of roads, streets, street signs, underground utilities, required drainage structures, erosion control, and all other construction.

The construction plans and performance bond submitted for **Country Meadows Estates Phase III** Subdivision satisfy current County requirements.



RECOMMENDATION:

Staff recommends the Commissioners' Court proceed in the manner described below:

- 1) **Approve** this request to accept Performance Bond No. 329715 in the amount of One Million Forty-Seven Thousand Two Hundred Ninety-Six Dollars and Fifty Cents (\$1,047,296.50) for Country Meadows Estates Phase III, issued by NGM Insurance Company.



ATTACHMENTS:

1. Copy of Performance Bond No. 329715.
2. Draft Order



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – COPY OF PERFORMANCE BOND No. 329715



BOND#329715

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT, P&R Builders, Inc., (hereinafter called the Principal), as Principal, and, NGM Insurance Company, (hereinafter called the Surety), a corporation organized and existing under the laws of the State of Florida licensed to do business in the State of Texas and admitted to write bonds, as Surety in the State of Texas, are held and firmly bound unto, Judge Todd Little, Ellis County Judge, or his successors in office (hereinafter called the Oblige), in the amount of **One Million Forty Seven Thousand Two Hundred Ninety Six & 50/100 Dollars (USD) (\$1,047,296.50)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That the roads and streets and drainage requirements for the subdivision known as Country Meadows Phase III per the attached cost estimates (identified as Exhibit A) shall be constructed by Principal in accordance with the specifications and standards adopted by the Ellis County Commissioners Court and within the time set by the Court, which is 2 years from the below date of execution of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 232.004 of the Texas Local Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 30th day of July, 2020.

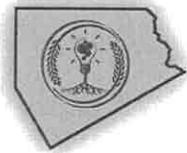
PRINCIPAL: P&R Builders, Inc

BY: _____

SURETY: NGM Insurance Company

BY: [Signature]
Attorney-in-Fact





ATTACHMENT NO. 2 – DRAFT ORDER

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 11th day of August 2020, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said Court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Todd Little

COMMISSIONERS:

- Randy Stinson, Commissioner, Pct. 1
- Paul Perry, Commissioner, Pct. 3
- Lane Grayson, Commissioner, Pct. 2
- Kyle Butler, Commissioner, Pct. 4

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ACCEPTING PERFORMANCE BOND NO. 329715 ISSUED BY NGM INSURANCE COMPANY, IN THE AMOUNT OF ONE MILLION FORTY-SEVEN THOUSAND TWO HUNDRED NINETY-SIX DOLLARS AND FIFTY CENTS (\$1,047,296.50) FOR A PERFORMANCE BOND FOR COUNTRY MEADOWS ESTATES PHASE III SUBDIVISION, CONTAINING ± 45.068 ACRES OF LAND IN THE GEORGE W. YOUNGER SURVEY, ABSTRACT NO. 1195, LOCATED ± 1,300 FEET NORTHWEST OF THE INTERSECTION OF GIBSON ROAD AND CACTUS ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 1, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commissioners Court of Ellis County, Texas adopted the "Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on September 3, 2019, pursuant to Minute Order 378.19, hereinafter referred to as "Development Regulations"; and,

WHEREAS, "Development Regulations," Section VII (A) (2) (Performance Guarantees) states, "infrastructure is built according to the established regulations and any other required conditions set forth in the plat."; and,



DEPARTMENT OF DEVELOPMENT
Ellis County

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

WHEREAS, "Development Regulations," Section VII (B)(1) states "Prior to construction and to ensure roads, streets, signs, and underground utilities and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations,"; and,

WHEREAS, "Development Regulations," Section VII (C) (3) states, "The bond or irrevocable letter of credit shall be executed by a surety company authorized to do business in the state of Texas, made payable to the County Judge of Ellis County, Texas or their successor in office";

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

SECTION 1. ACCEPTANCE OF BOND

The Commissioners' Court finds that the proposed bond satisfies the criteria outlined in Section VII of the adopted Development Regulations apply and hereby accept Performance Bond No. 329715 issued by NGM Insurance Company in the amount of One Million Forty-Seven Thousand Two Hundred Ninety-Six Dollars and Fifty Cents (\$1,047,296.50) for Country Meadows Estates Phase III Subdivision, located in the extraterritorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 1.

SECTION 2. CONFLICTS.

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

SECTION 3. SEVERABILITY CLAUSE

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

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective 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 11TH DAY OF AUGUST 2020.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct. No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk



AGENDA ITEM NO. 1.5
Ellis County Commissioners' Court
August 11, 2020



SHORT TITLE:

Release a maintenance bond for Pioneer Point Phase I & II and accept infrastructure.

LEGAL CAPTION:

Consider and act upon a request to release a maintenance bond and accept infrastructure for Pioneer Point Phase I & II. The property contains ± 29.068 acres of land in the Charles Atteberry Survey, Abstract No. 10 located on the north side of FM 66 ± 400 feet west of Richard Road, in the extraterritorial jurisdiction (ETJ) of the city of Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT(S):

Kars Tamminga



PURPOSE:

The applicant is requesting the County release the current maintenance bond for Pioneer Point Phase I & II subdivision and accept all infrastructure into the County's public road system.

The Commissioners' Court approved a final plat for this 19-lot subdivision at its meeting on August 28, 2018. The amount of the maintenance bond is \$259,238.00, which is 40% of the associated construction costs. The bond guarantees that the applicant shall maintain and repair all defects due to faulty workmanship or materials, which may develop. This is a period of twenty-four months (24) from August 14, 2018, the date of completion for all infrastructure, built in Pioneer Point Phase I and II. This infrastructure includes streets, roads, and drainage structures, as applicable.



ANALYSIS:

The infrastructure was inspected and constructed in Pioneer Point Phase I & II meets current County requirements.

RECOMMENDATION:

Staff recommends the Commissioners' Court proceed in the manner described below:

- 1) **Approve** this request to release Maintenance Bond / Letter of Credit No. 20313413 in the amount of two hundred fifty-nine thousand two hundred thirty-eight dollars (\$259,238.00) for Pioneer Point Phase I & II, issued by Interbank.
- 2) **Accept** the infrastructure within Pioneer Point Phase I & II to the County's public road system.





Roads located in Pioneer Point Phase I & II include:

Evening Fire Drive, ± 389.75 linear feet (Phase I)
Lonesome Valley Drive, ± 1,142.61 linear feet (Phase II)
Firewheel Drive, ± 377.96 linear feet (Phase II)



ATTACHMENTS:

1. Copy of Request for Release of Maintenance Bond from Applicant
2. Draft Order with the final plat



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – COPY OF REQUEST FOR RELEASE OF MAINTENANCE BOND

FW: Maintenance bond Pioneer Point 1 and 2

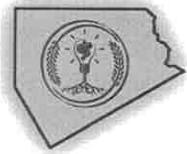


Daniel Huskins <daniel.huskins@co.ellis.tx.us>
To:  Alberto Mares, AICP

-----Original Message-----

From: Kars Tamminga <fri-tex@aircanopy.net>
Sent: Wednesday, August 5, 2020 10:35 AM
To: daniel.huskins@co.ellis.tx.us
Subject: Maintenance bond Pioneer Point 1 and 2

Department of development : All maintenance issues have been taken care and request a release of the maintenance bond. Thank you
Kars Tamminga



ATTACHMENT NO. 2 – DRAFT ORDER

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

On this the 11th day of August 2020, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Todd Little

COMMISSIONERS:

- Randy Stinson, Commissioner, Pct. 1
- Paul Perry, Commissioner, Pct. 3
- Lane Grayson, Commissioner, Pct. 2
- Kyle Butler, Commissioner, Pct. 4

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

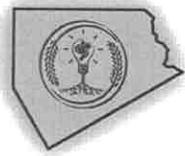
AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS RELEASING MAINTENANCE BOND / LETTER OF CREDIT NO. 20313413 IN THE AMOUNT OF TWO HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED THIRTY-EIGHT DOLLARS (\$259,238.00) AND ACCEPTING THE INFRASTRUCTURE FOR PIONEER POINT PHASE I & II, CONTAINING ± 29.068 ACRES OF LAND IN THE CHARLES ATTEBERRY SURVEY, ABSTRACT NO. 10 LOCATED ON THE NORTH SIDE OF FM 66 ± 400 FEET WEST OF RICHARD ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 3, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “A,” PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AS PRESENTED.

WHEREAS, the Commissioners Court of Ellis County, Texas adopted the “Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on September 3, 2019, pursuant to Minute Order 378.19, hereinafter referred to as “Development Regulations”; and,

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

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

WHEREAS, “Development Regulations,” Section VII (C) (7) (iii) states, “The request shall contain a statement by the developer of compliance with these regulations.”



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

SECTION 1. RELEASE OF MAINTENANCE BOND

The Commissioners' Court finds that the infrastructure constructed during Phase I and II of the Pioneer Point Subdivision has been built in accordance the County's current adopted Development Regulations & the infrastructure has been maintained thereby satisfying the criteria outlined in Section VII (C) (5) (6) of the adopted Development Regulations.

SECTION 2. ACCEPTANCE OF INFRASTRUCTURE

The Commissioners' Court accepts the roads and related infrastructure constructed in Phase I and II of the Pioneer Point into the County's Road System. Roads located in Pioneer Point Phase I & II include: Evening Fire Drive ± 389.75 linear feet (Phase I), Lonesome Valley Drive ± 1,142.61 linear feet (Phase II), and Firewheel Drive ± 377.96 linear feet (Phase II) as described within the recorded final plat of Pioneer Point Phase I & II - Instrument No. 1825132, August 29, 2018.

SECTION 3. CONFLICTS.

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE.

This Order shall become effective from and after the date of its passage, and it is accordingly soordained.

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 11TH DAY OF AUGUST 2020.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct. No. 1

Commissioner Lane Grayson, Precinct No.

Commissioner Paul Perry, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk



AGENDA ITEM NO. 1.6
Ellis County Commissioners Court
August 11, 2020



SHORT TITLE:

Variance for the number of residential units allowed; Parcel ID - 242744.

LEGAL CAPTION:

Consider & act upon a request for a one-time variance from Section IV (A)(3) (ii) (Lots) of the Subdivision Development Standards granting more than the allowable number of dwelling units. The property contains ± 4.50 acres of land located at the northeast corner of Ovilla Road and Slippery Creek Road in the extraterritorial jurisdiction (ETJ) of the City of Ovilla, Road & Bridge Precinct No. 4.



APPLICANT(S):

Carl Neal

PROPERTY OWNERS

Patricia Ruyle, Linda Reeder, and Michelle McGraw



PURPOSE:

The applicant is seeking a variance to allow more dwelling units on the property. He is planning a multifamily development with approximately 16 units on four (4) structures on ± 3.879 acres once the plat is approved and 15 feet of right-of-way is dedicated along Ovilla Road to comply with the Thoroughfare Plan.

The structures are outlined as followed:

- One (1) structure with three (3) units with each having three (3) bedrooms.
- One (1) structures with four (4) units with each having three (3) bedrooms.
- One (1) structures with four (4) units with each having three (3) bedrooms.
- One (1) structure with five (5) units with each having three (3) bedrooms.

HISTORY:

Before this proposed development, this property has no previous subdivision or development history associated with it.

At its meeting on October 22, 2019, the Commissioners' Court tabled this item without a specific date to allow issues raised to be addressed appropriately. Some of these issues included:

- Inaccurate runoff coefficients, which changes the size of the detention areas
- No septic design was ever provided and based on preliminary analysis of the number of units and bedrooms proposed, it will likely require anywhere from one (1) to two (2)



acres for absorption field area and might ultimately need TCEQ approval as it appears to cross their threshold for review.

- An additional 5 feet of rear yard setback, on the north side of the property, is needed to comply with the regulations.
- From our knowledge, Tx-DOT has not reviewed or approved the drive cut onto Ovilla Road or the civil plans as they are planning to funnel drainage to their rights-of-way and connect to a state-facility.



OTHER RELEVANT INFORMATION:

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

1. *That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*
2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,*
3. *That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,*
4. *That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*
5. *That the situation causing the hardship or difficulty is neither self-imposed or self-created.*
6. *A variance shall not be granted to relieve a personal hardship, nor shall it be based on economic gain or loss, financial, or economic hardship, nor shall it permit any person a privilege in developing a parcel of land by this Order to other parcels of land.*

Section VIII (A) (1) (i) requires notice to be sent to property owners within 200 feet of the property with the requested variance at least ten (10) days before the meeting date. Staff sent out eleven (11) notices via regular mail on July 31, 2020 to satisfy this requirement.



ANALYSIS:

Staff first met with the applicant back in August 2018 to discuss the proposed project, and though the use of the multifamily units was never in question, staff never had all the details (i.e., civil plans, drainage, septic, etc.) to determine if the project would fit on this small site.



Below is the regulation the applicant is seeking a variance from:

Section IV (B) (3) (ii)

"Multi-family lots (at least three (3) residential units per lot) – three hundred (300) feet of paved street frontage and the greater of either three (3) acres or one-half the number of dwelling units in acres located outside the floodplain (i.e., 50 units = 25 acres, 100 units = 50 acres, etc.); and,"

Based on the current regulation above, the maximum number of units allowed for this property is eight units (8). The proposed variance request would allow up to ten (10) additional units, based on which acreage is used.

However, after speaking with Legal regarding this case, this section of the regulations may be unenforceable as it has the appearance of regulating density, which is outside its authorized powers outlined in Chapter 232 of the Texas Local Government Code. The intent of that regulation was to be used as a tool to help determine the minimum amount of retention/detention areas needed to meet the County's drainage requirements and to determine the minimum amount of absorption area required for the septic systems. In the near future, staff will bring forth a set of amendments to the development regulations and amend this requirement.

After meeting with the applicant numerous times since October 2019 and working with him, Tx-DOT, his civil engineer, his surveyor, and his septic designer, he reduced the number of structures from five (5) to four (4) and reduced the number of units from twenty (20) to sixteen (16) to make the current proposal fit on this site.

RECOMMENDATION:

Staff recommends **approval** of this variance request, subject on the following conditions.

1. Approval from Tx-DOT for this proposed development regarding drive cuts along Ovilla Road (FM 664) and any associated drainage plans, if applicable.
2. Approval from the County Engineer's Office on all associated civil plans, drainage plans, and a site plan.
3. Approval of an on-site sewage facility (OSSF) design by Ellis County DoD staff meeting the minimum standards outlined in the Ellis County Septic Order.
4. Approval of a plat upon meeting all the requirements outlined in Volume I of the Ellis County Growth Initiatives.



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5. Approval from the Ellis County Fire Marshal's Office upon meeting and compliance with the Ellis County Fire Code, for all applicable buildings.

6. The site shall consist of four (4) structures totaling sixteen (16) units in the following manner described below and adhere closely to the layout in Exhibit B.
 - One (1) structure with three (3) units with each having three (3) bedrooms.
 - One (1) structures with four (4) units with each having three (3) bedrooms.
 - One (1) structures with four (4) units with each having three (3) bedrooms.
 - One (1) structure with five (5) units with each having three (3) bedrooms.



ATTACHMENTS:

1. Conceptual Site Plan
2. Applicant's Request
3. Draft Order



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO.2 – Applicant's Letter

VARIANCE REQUEST FOR PROPOSED
HERITAGE GLEN, LOT 1, BLOCK A

We (Heritage Glen Partners LLC) are requesting this variance for two reasons: First, we believe this project as proposed represents the highest and best use of the property:

1. While it is a multi-family project, the density (4.8 units/acre) is very low when compared to recent projects of a similar nature. The Maple Ridge Townhomes in Midlothian, built in 2016 and consisting of thirty two homes built on 3.1 acres (16.8 units/acre) and the newly built eight home development on the corner of Dunn and 2nd Street in Waxahachie on a .41 acre site (19.5 units/acre). I realize the availability of sanitary sewer plays a large role here, I'm just trying to point out that this project won't have the appearance of a high density, urban style multi-family complex.
2. On that subject, this project fronts on what is soon to be a six lane thoroughfare. I would suggest that this project would look very appropriate in this setting.
3. We've had several meetings (starting last November) and worked closely with the City of Ovilla on this project. City officials have told me they will support and not oppose this variance request.
4. Having been a resident in this part of Ellis County since 1995, I've noticed very little non-residential development along this stretch of Ovilla Road. While several upscale housing developments have sprung up south of this location, the only new construction between this property and the Ovilla city limits has been a couple of metal buildings (firework stand and an empty auto garage) and some additional self-storage buildings.
5. This project would certainly meet a current need, which is the lack of available rental housing in the Midlothian ISD (particularly Heritage High School) for under \$2,000/month. With the lack of multi-family zoning in both Midlothian and Ovilla, this will continue.
6. I just want to emphasize how nice this project would be. The average home is over 1800 sf, with 3 bedrooms and 2 to 2.5 baths, attached garage, large covered patios, fenced and landscaped backyards, etc. There is a pool with a large pavilion and restroom, the whole site will be fenced (iron) and both entrances gated. The entry on Ovilla Road will rival any of the custom home developments nearby, the landscaping will far exceed anything that would've been required in the city limits. The exteriors will be stone/brick (except second floor areas that can't be reasonably supported) and the elevations are mixed and varied and contain architectural details more associated with custom homes.

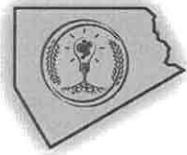


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The second reason for this variance request is simply to seek some fairness in this process.

1. This project was reviewed with Ellis County officials at a pre-development meeting last August and was essentially given the "green light" to proceed to the next steps in the process (engineering, construction drawings, etc.). The number of homes/density was always apparent, we spent much of the pre-development meeting counting bedrooms and baths and determining whether the project's septic system would fall under state or county review.
2. After this meeting, the civil engineer (Davis & McDill) was given the go-ahead to proceed with the construction plans, an approach permit was applied for and received from TXDOT, a sanitarian was hired to develop the septic design, the SWPPP plan was commissioned, an appraisal for the lender was done, a surveyor prepared the plat documents (submitted in November), and the development of the architectural plans continued.
3. A meeting was held in November with the City of Ovilla, the plans remained essentially the same as the August meeting with Ellis County. There were no "red flags" that came from this meeting, I worked with the since departed Brad Piland through the winter/spring and the plans underwent two engineering reviews. I also spent a good bit of time with Brad trying to put my mind at ease that there wasn't some overlooked detail(s) that could derail this project.
4. I didn't submit any plans directly to Ellis County, it was explained to me that everything would go through the City of Ovilla and they would share with the County and the review would be simultaneous. My dealings with the Ellis County staff during this time was limited, but there were a few discussions regarding this project. The first regarded the land seller's misgivings about having signed the "take-it" letter, the second about clarification on the amount of right-of-way easement that needed to be dedicated. No long, formal meetings, but it was apparent that this project was moving forward.
5. I wasn't made aware of any "issues" with the project until July 3, when I contacted Pam Woodall at the City of Ovilla to see why the P&Z meeting I had been scheduled to appear at the previous evening had been cancelled. She read to me an email she had received from the County almost three weeks earlier that brought up the density/acre concern.
6. In summary, my investor partners and myself feel we have been cast into an unfortunate situation. While I have a lot of experience as a general contractor, this was my first attempt at developing something from the ground up. I sought and followed all the advice and direction I was given in this process. I believed so strongly in this plan concept that I spent tens of thousands of my and my partners' money to make this happen. In addition, we are now committed to purchase property that, without this variance, would be of little use to us. We're hoping the



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Commissioner's Court weighs the merits of this appeal and restores our faith in this process. We think this project is a "win" for both us and Ellis County.

Sincerely,

A handwritten signature in cursive script that reads "Carl D. Neal".

Carl D. Neal



ATTACHMENT NO.3 – Draft Order

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 11th day of August 2020, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Todd Little

COMMISSIONERS:

- Randy Stinson, Commissioner, Pct. 1
- Paul Perry, Commissioner, Pct. 3
- Lane Grayson, Commissioner, Pct. 2
- Kyle Butler, Commissioner, Pct. 4

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

AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS GRANTING A ONE-TIME VARIANCE FROM SECTION IV (A)(3) (II) (LOTS) OF THE SUBDIVISION DEVELOPMENT STANDARDS GRANTING MORE THAN THE ALLOWABLE NUMBER OF DWELLING UNITS. THE PROPERTY CONTAINS ± 4.50 ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF OVILLA ROAD AND SLIPPERY CREEK ROAD IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF OVILLA, ROAD & BRIDGE PRECINCT NO. 4., WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “B,” PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. GRANTING OF A VARIANCE.

The Commissioners’ Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and 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



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

SECTION 2. CONDITIONS OF APPROVAL.

The variance for the above-described property is hereby granted a one-time variance from Section IV (A)(3) (ii) (Lots) of the Subdivision Development Standards granting more than the allowable number of dwelling units subject to the following conditions:

1. Approval from Tx-DOT for this proposed development regarding drive cuts along Ovilla Road (FM 664) and any associated drainage plans, if applicable.
2. Approval from the County Engineer's Office on all associated civil plans, drainage plans, and a site plan.
3. Approval of an on-site sewage facility (OSSF) design by Ellis County DoD staff meeting the minimum standards outlined in the Ellis County Septic Order.
4. Approval of a plat upon meeting all the requirements outlined in Volume I of the Ellis County Growth Initiatives.
5. Submittal, review, and approval from the Ellis County Fire Marshal's Office upon meeting and compliance with the Ellis County Fire Code, for all applicable buildings.
6. The site shall consist of four (4) structures totaling sixteen (16) units in the following manner described below and adhere closely to the layout in Exhibit B.
 - One (1) structure with three (3) units with each having three (3) bedrooms.
 - One (1) structures with four (4) units with each having three (3) bedrooms.
 - One (1) structures with four (4) units with each having three (3) bedrooms.
 - One (1) structure with five (5) units with each having three (3) bedrooms.

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



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hereby declares it would have passed such remaining portions of the Order despite such invalidity, which remaining portions shall remain in force and effect

SECTION 5. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 11TH DAY OF AUGUST 2020.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

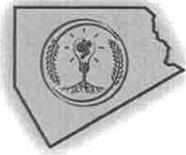
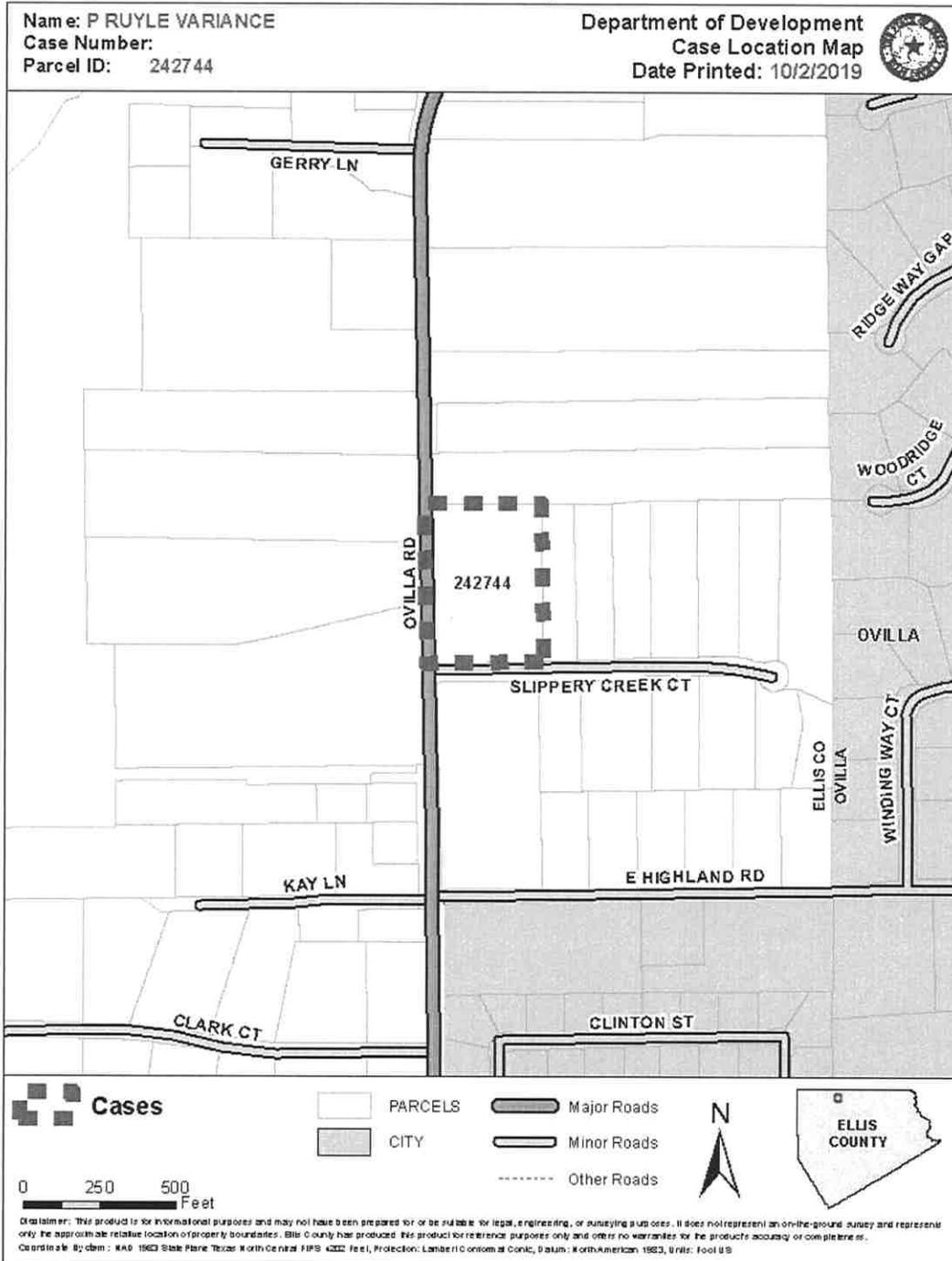


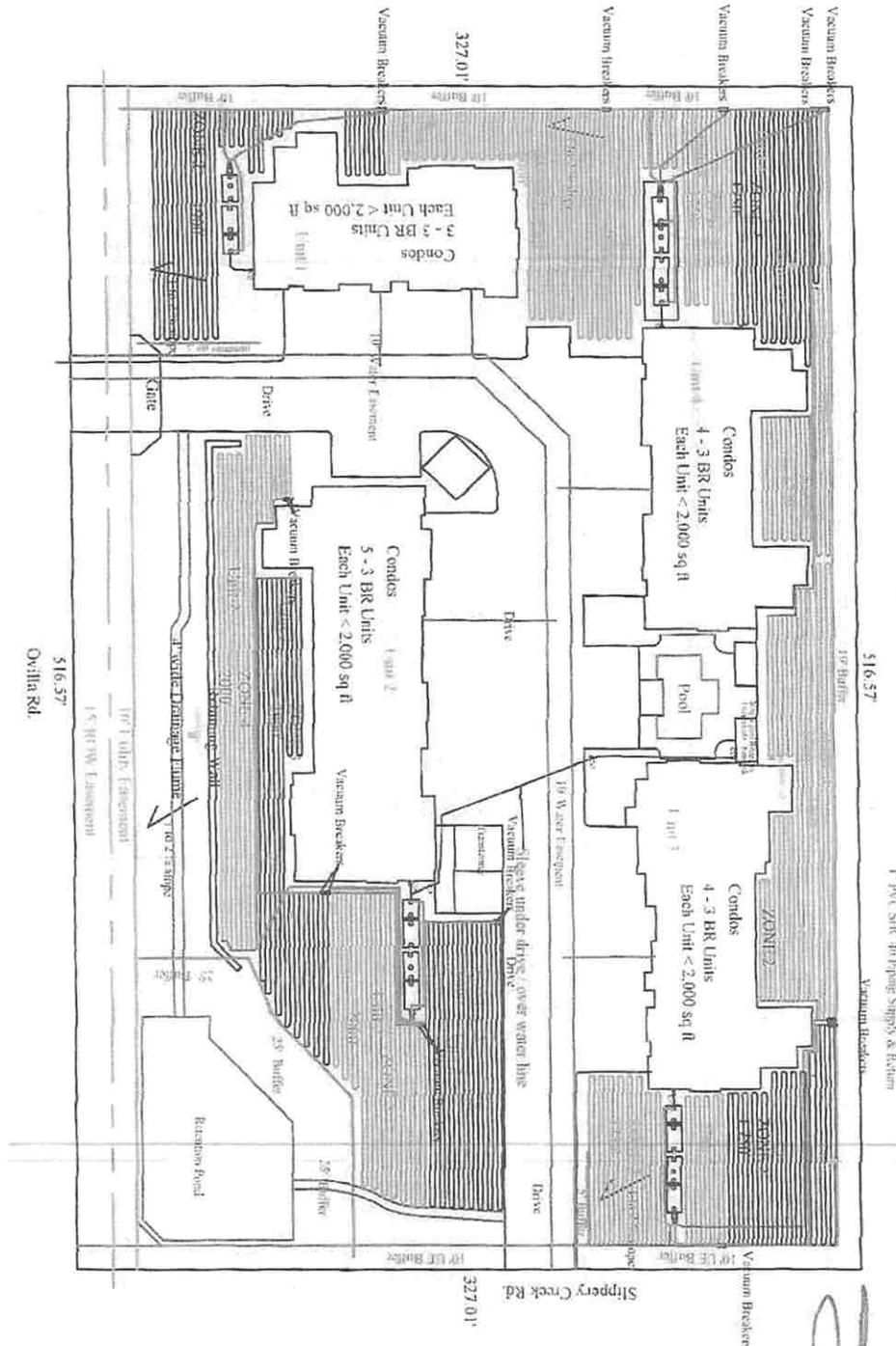
EXHIBIT A
Location Map



96280367 22.511633 Author: rebecca.charles O:\B\co.ellis.tx.us Date Printed: 10/2/2019 O:\B\Maps\Templates\Ellis County Layout\110001600 Case Location.mxd



EXHIBIT B
Conceptual Site Plan



2.3



July 23, 2020

Sheriff Charles E. Edge
 Ellis County Sheriff's Department
 101 West Main Street
 Waxahachie, Texas 75165

Re: Price Re-Determination Request; Food Service for Ellis County Detention Center

Dear Sheriff Edge:

On October 1, 2019, Correctional Food Services was re-awarded the food management services for the Ellis County Sheriff's Office and its inmates for a three-year initial term (and up to three additional years as may be mutually agreed). We thank you for that. We understand that pricing certainty for budget purposes is extremely important, especially under the circumstances.

As a result, and in connection with Section 14 of the Food Management Services Agreement, dated September 24, 2019, we would appreciate your consideration of a modest three percent (3%) increase in our meal prices based on the following grid, with effect from October 2, 2020 for a twelve (12) month period thereafter.

Number of Meals Per Serving Period	Price	% Increase since 2019-2020 Contract Year	Total % Increase since 2013-2014 Contract Year
1-325	\$ 1.185	3.00%	10.73%
326-450	\$ 1.159	3.00%	10.63%
451-600	\$ 1.135	3.00%	10.73%
601-700	\$ 1.109	3.00%	10.64%
701+	\$ 1.085	3.00%	10.63%

If the proposal above is satisfactory, please sign where indicated below and return to me. If you have any questions concerning the foregoing, or if there is anything else that we can do to be helpful, please do not hesitate to reach out to me at the number below.

We thank you for your continued partnership with Correctional Food Services.

Sincerely,

Brian Hanson
 President and Chief Executive Officer

Sincerely,



Brian Hanson
President and Chief Executive Officer

AGREED AND AGREED as of the date set forth in the signature block below:

By: 
Name: Charles E. Edge, Sheriff, Ellis County, Texas
Date: 5-22-2020

cc: Ellis County Purchasing
Interim Purchasing Manager
101 West Main Street
Waxahachie, Texas 75165

Sincerely,



Brian Hanson
President and Chief Executive Officer

AGREED AND AGREED as of the date set forth in the signature block below:

By: _____

Name: Todd Little, County Judge, Ellis County, Texas

Date: _____

cc: Ellis County Purchasing
Interim Purchasing Manager
101 West Main Street
Waxahachie, Texas 75165

The Consumer Price Index for All Urban Consumers increased 0.6 percent from June 2019 to June 2020, after falling 0.1 percent for the year ended in May.

CHART IMAGE CHART DATA

12-month percentage change, Consumer Price Index, selected categories, June 2020

Category	12-month percent change
All items	0.6%
Food	4.5
Food at home	5.6
Cereals and bakery products	3.3
Meats, poultry, fish, and eggs	12.8
Dairy and related products	5.1
Fruits and vegetables	2.3
Nonalcoholic beverages and beverage materials	5.3
Other food at home	3.4
Food away from home	3.1
Full service meals and snacks	2.7
Limited service meals and snacks	4.1
Energy	-12.6
Energy commodities	-23.2
Fuel oil	-29.9
Gasoline (all types)	-23.4
Energy services	0.1
Electricity	0.1
Natural gas (piped)	-0.2



ELLIS COUNTY ELECTIONS

Jana Onyon
Elections Administrator

August 5, 2020

TO: Commissioners Court
FROM: Jana Onyon, Elections Administrator
SUBJECT: Selection of Election Judges/Alternate Judges and Central Counting Station Personnel for 2020-2022 Term

ISSUE 1

The selection of election judges and alternate election judges for Ellis County's 49 voting precincts within the countywide polling places is accomplished by the Commissioners Court as required by Section 32.002 of the Texas Election Code. State law mandates the Election Judge/Alternate Election Judge be apportioned by the number of judges for countywide polling places in direct proportion to the percentage of election precincts located in each county commissioner's precinct won by each party in the last gubernatorial election. The party that obtained the highest number of votes in the precinct recommends the Election Judge position and the party receiving the second highest number of votes recommends the Alternate Election Judge position.

Attached are the recommendations from the Democratic Party and Republican Party for the appointment of Election Judges and Alternate Election Judges for the 2020-2022 term which runs from September 1, 2020 through August 31, 2022. A county chair may supplement the list of names for Election Judges until the 20th day before the General Election in case an appointed Judge becomes unable to serve.

If there are vacancies in the position of the Election Judge in some precincts where the political parties have not yet found a suitable person to serve. Both parties have committed to assist Elections office in finding persons for the vacant positions.

ISSUE 2

The Election Judge and Alternate Election Judge positions for the Central Counting Station are appointed in the same manner as election precincts. The term for appointment runs concurrent to the election precinct appointments. The Elections Administrator serves as Manager of the Central Counting Station. Following are the recommended appointments:

Central Counting Station

Manager:	Jana Onyon
Tabulation Supervisor:	Adrian Rodriguez
Assistant Tabulation Supervisor:	Steve Beideck
Election Judge:	Dan Altman (R)
Alternate Election Judge:	Becky Harris (D)

It is recommended that Commissioners Court approve the proposed Election Judges, Alternate Election Judges for Election Voting Precincts and the Central Counting Station Personnel.

Ellis County, Texas

Judge & Alternate Judges for 2020-2022 Election Term

Vote Center	Judge/Alternate Name		Judge/Alternate Address
ALMA COMMUNITY CENTER- 104 INTERURBAN RD ENNIS, TX 75119			
Judge	REP	No one appointed	
Alt. Judge	DEM	No one appointed	
BIBLE BAPTIST CHURCH- 1400 FM 1446 WAXAHACHIE, TX 75167			
Judge	REP	ANZ, PAULA SUE	700 ARROWHEAD RD , WAXAHACHIE TX 75167
Alt. Judge	DEM	MARTINEZ, HERMAN	104 MONTICELLO DR , WAXAHACHIE TX 75165
BRISTOL UNITED METHODIST- 104 CHURCH STREET BRISTOL, TX 75119			
Judge	REP	TURNER, WAYNE	1500 LYNDALE DR, ENNIS, TX 75119
Alt. Judge	DEM	ALVAREZ, GUADALUPE	P O BOX 1393, ENNIS, TX 75120
EASTRIDGE BAPTIST CHURCH- 732 E OVILLA RD RED OAK, TX 75154			
Judge	REP	MOHON, MICHAEL	307 COVINGTON LN, OVILLA, TX 75154
Alt. Judge	DEM	LEMON, MARGARET	800 NEWTON RD, FERRIS TX 75125
ELLIS COUNTY SUB-COURTHOUSE- 207 S SONOMA TRAIL ENNIS, TX 75119			
Judge	REP	RILEY, JAN	P O BOX 792, ENNIS, TX 75120
Alt. Judge	DEM	WILSON, JOANN	1117 ANTHONY DR , ENNIS TX 75119
ELLIS COUNTY WOMANS BUILDING- 407 W JEFFERSON ST. WAXAHACHIE, TX 75165			
Judge	REP	CRABTREE, MARGARET	607 W JEFFERSON ST, WAXAHACHIE TX 75165
Alt. Judge	DEM	GOMEZ, BRENDA	101 MARVIN GARDENS, WAXAHACHIE, TX 75165
ENNIS PUBLIC LIBRARY- 501 W. ENNIS AVE ENNIS, TX 75119			
Judge	DEM	HUNTER, LORRAINE	1675 FM 984 , ENNIS TX 75119
Alt. Judge	REP	WOOD, MARK	2901 TROON RD, ENNIS TX 75119
FAITH ASSEMBLY OF GOD CHURCH- 1810 W BALDRIDGE STREET ENNIS, TX 75119			
Judge	REP	BAIRD, NELSON	1750 NEWTON RD, FERRIS, TX 75125
Alt. Judge	DEM	HENDERSON, VELMA	1212 GRACE CIR #711, ENNIS TX 75119
FARLEY STREET BAPTIST CHURCH- 1116 BROWN STREET WAXAHACHIE, TX 75165			
Judge	REP	HILES, MARTIN	105 HOLLY ST , WAXAHACHIE, TX 75165
Alt. Judge	DEM	WATTS, LISA	312 MYRTLE AVE, WAXAHACHIE, TX 75165
FERRIS PUBLIC LIBRARY- 301 E 10TH STREET FERRIS, TX 75125			
Judge	REP	BARRETT, CHEREE	308 W 12th St, FERRIS, TX 75125
Alt. Judge	DEM	GRIGGS, MARILYN	517 EWING BLVD, FERRIS, TX 75125
FIRST BAPTIST CHURCH- AVALON- 206 GILES STREET AVALON, TX 76623			
Judge	REP	WORTHY, TOMMIE	202 S FM 55, ITALY, TX 76651
Alt. Judge	DEM	MARTINEZ, REYNALDO	601 PRICE , ITALY TX 76651
FIRST BAPTIST CHURCH-MAYPEARL- 5744 FM 66 MAYPEARL, TX 76064			
Judge	REP	SIMS, NEIL	7535 FM 66, MAYPEARL, TX 76064
Alt. Judge	DEM	GATLING, GAYLA	218 SPRING LAKE CIR , WAXAHACHIE TX 75167
FIRST UN. METHODIST -BARDWELL- 104 PECAN STREET BARDWELL, TX 75119			
Judge	REP	TURNER, SANDRA	1015 STEVENS RD , ENNIS TX 75119
Alt. Judge	DEM	No one appointed	
FIRST UN. METHODIST-WAXAHACHIE- 505 W. MARVIN AVE WAXAHACHIE, TX 75165			
Judge	REP	WHITE, MICHAEL	312 HARBIN AVE, WAXAHACHIE TX 75165
Alt. Judge	DEM	PRITCHETT, DANNY	1015 WOODRIDGE RD, WAXAHACHIE TX 75165
FORRESTON BAPTIST- 211 SEVENTH STREET FORRESTON, TX 76041			
Judge	REP	CRABTREE, DOUGLAS	607 W JEFFERSON, WAXAHACHIE, TX 75165
Alt. Judge	DEM	LEBRETON, REBECCA	400 DUNN ST , WAXAHACHIE TX 75165

Vote Center		Judge/Alternate Name	Judge/Alternate Address
GRACE CHURCH OF OVILLA- 519 WESTMORELAND RD OVILLA, TX 75154			
Judge	REP	DELARA, MICHAEL	328 CRADDOCK DR, GLENN HEIGHTS, TX 75154
Alt. Judge	DEM	ROSS, BELINDA	402 BLUFF CREEK, OVILLA, TX 75154
GRACE COVENANT CHURCH- 212 N. MAIN STREET RED OAK, TX 75154			
Judge	REP	CASAREZ, JOHN	134 STAGECOACH DR , RED OAK TX 75154
Alt. Judge	DEM	ORR, ANGELA	405 CHAD LN, RED OAK, TX 75154
HARVEST OF PRAISE MINISTRY- 2603 S. HAMPTON RD GLENN HEIGHTS, TX 75154			
Judge	REP	ERICKSON, NETA	630 CAMELLIA DR , GLENN HEIGHTS TX 75154
Alt. Judge	DEM	DAVIS, HELEN	740 MULBERRY CT, RED OAK, TX 75154
LIFEPOINT COMMUNITY CHURCH- 201 LOUISE RITTER RD RED OAK, TX 75154			
Judge	REP	HURST, STEPHEN	2421 W FM 813, PALMER, TX 75152
Alt. Judge	DEM	FISHER OGLESBY, KIM	P.O. BOX 1516, RED OAK, TX 75154
MIDLOTHIAN CHURCH OF CHRIST- 1627 N HWY 67 MIDLOTHIAN, TX 76065			
Judge	REP	BLAKE, ERIC B.	3202 Burgundy Ln, Midlothian, TX 76065
Alt. Judge	DEM	HERRIN, DIANA	1851 Mount Zion Rd, MIDLOTHIAN, TX 76065
MIDLOTHIAN CONFERENCE CTR- 1 COMMUNITY CIRCLE DR MIDLOTHIAN, TX 76065			
Judge	REP	CLARK, LINDA	3590 MOUNTAIN VIEW DR , VENUS TX 76084
Alt. Judge	DEM	WARD, CUBIE	2209 SOMERSET, MIDLOTHIAN, TX 76065
MILFORD SENIOR CITIZENS CTR- 109 S. MAIN STREET MILFORD, TX 76670			
Judge	REP	WATSON, JASON	464 RIDGE CREEK RD, WAXAHACHIE, TX 75167
Alt. Judge	DEM	WINDSOR, LUCINDA	3641 Laura Ct., Midlothian, TX 76065
MT GILEAD BAPTIST CHURCH- 106 HARRIS STREET ITALY, TX 76651			
Judge	REP	WESTBROOK, WILLIAM (Sandy)	423 L R CAMPBELL RD, ITALY, TX 76651
Alt. Judge	DEM	MARTINEZ, LUCINDA	103 Old Blooming Grove Rd, ITALY TX 76651
MT. PEAK COMMUNITY CHURCH- 751 W FM 875 MIDLOTHIAN, TX 76065			
Judge	REP	SANFORD, DIANNE	104 COURTNEY CIR, WAXAHACHIE, TX 75165
Alt. Judge	DEM	JONES, HELENE	3970 STONEWOOD CIR, MIDLOTHIAN, TX 76065
NEW FOUNDERS BAPTIST CHURCH- 1903 LAFAYETTE STREET ENNIS, TX 75119			
Judge	DEM	CARR, QUITMAN	2802 HACKBERRY DR , ENNIS TX 75119
Alt. Judge	REP	SHERMAN, LINDA	3569 FM 1181, ENNIS, TX 75119
OVILLA CITY HALL- 105 S. COCKRELL HILL RD OVILLA, TX 75154			
Judge	REP	BOUNDS, HARLON	3415 S HAMPTON RD, RED OAK, TX 75154
Alt. Judge	DEM	RHODES, CHERYL	501 HOUSTON ST #105-B, WAXAHACHIE, TX 75165
PALMER ISD ANNEX BUILDING- 303 BULLDOG WAY PALMER, TX 75152			
Judge	REP	GARRETT, ROBERT	712 WILLIAMS ST, WAXAHACHIE, TX 75165
Alt. Judge	DEM	PADILLA, ANTONIO	925 WOLF SPRINGS RD , FERRIS TX 75125
PARK MEADOWS BAPTIST CHURCH- 3350 N HWY 77 WAXAHACHIE, TX 75165			
Judge	REP	BLANTON, DONNA	102 SEWELL AVE, MIDLOTHIAN, TX 76065
Alt. Judge	DEM	JOHN, FORREST B.	P O BOX 1017, WAXAHACHIE, TX 75168
RED OAK MUNICIPAL CENTER- 200 LAKEVIEW PKWY RED OAK, TX 75154			
Judge	DEM	MIMS, JACKIE	210 NOCONA DR, WAXAHACHIE TX 75165
Alt. Judge	REP	HAWLEY, CHERI	135 SPRING BRANCH DR , RED OAK TX 75154
SALVATION ARMY OF ELLIS COUNTY- 620 FARLEY STREET WAXAHACHIE, TX 75165			
Judge	DEM	WOODS, DELORES JEAN	1523 DREXEL DR , WAXAHACHIE TX 75165
Alt. Judge	REP	LOPEZ-BEAVER, SYLVIA	210 JOHN ARDEN DR , WAXAHACHIE TX 75165
SARDIS UN. METHODIST CHURCH- 640 SARDIS RD MIDLOTHIAN, TX 76065			
Judge	REP	SIBLEY, LINDA	2840 MOUNT ZION RD , MIDLOTHIAN TX 76065
Alt. Judge	DEM	PRICE, KATHRYN	305 S OAK BRANCH RD, WAXAHACHIE, TX 75167

Vote Center		Judge/Alternate Name	Judge/Alternate Address
SOUTHLAKE BAPTIST CHURCH- 2378 S. HWY 77 WAXAHACHIE, TX 75165			
Judge	REP	PEEL, THERESA	710 CANTRELL ST, WAXAHACHIE TX 75165
Alt. Judge	DEM	GIBSON, VIVIAN	105 Crystal Cove, Waxahachie, TX 75165
STONEGATE CHURCH- 4025 E US 287 MIDLOTHIAN, TX 76065			
Judge	REP	PICKRELL, RICHARD	5925 E FM 875, Waxahachie, TX 75165
Alt. Judge	DEM	SCHUSTER, JUDITH	105 COMANCHE CT, WAXAHACHIE TX 75165
THE AVENUE BAPTIST CHURCH- 1761 N. HWY 77 WAXAHACHIE, TX 75165			
Judge	REP	DELARA, DENISE	328 CRADDOCK DR, GLENN HEIGHTS, TX 75154
Alt. Judge	DEM	POINTER, LAURA	1508 VAN BUREN CT, WAXAHACHIE, TX 75165
THE SHEPHERD'S HOUSE CHURCH- 3221 MOCKINGBIRD LN MIDLOTHIAN, TX 76065			
Judge	REP	COLLINS, ASHLEY	6409 SUNSHINE CT, MIDLOTHIAN TX 76065
Alt. Judge	DEM	BAILEY, DEEVIE	301 MARY CT, RED OAK, TX 75154
WAXAHACHIE CIVIC CENTER- 2000 CIVIC CENTER LANE WAXAHACHIE, TX 75165			
Judge	REP	MELCHER, JEFFREY	645 CURRY RD, WAXAHACHIE, TX 75167
Alt. Judge	DEM	POINTER, VICTOR	1508 VAN BUREN CT, WAXAHACHIE, TX 75165



ELLIS COUNTY ELECTIONS

Jana Onyon
Elections Administrator

August 5, 2020

TO: Commissioners Court
FROM: Jana Onyon, Elections Administrator
SUBJECT: Order of General Election on November 3, 2020

ISSUE 1

The Elections Department requests the approval from the Commissioners Court for an order calling the General Election on November 3, 2020. As stipulated in the Texas Election Code Section 3.004(a)(1) which states "The following authority shall order an election: the county judge, for the general election for officers of the county government" and Sec. 3.005(c) which states "For an election to be held on a uniform election date, the election shall be ordered not later than the 78th day [August 17, 2020] before election day". Authorization requested to be given to the County Judge to sign the Order of General Election on August 11, 2020.

In accordance with Chapter 271 of the Texas Election Code, the following entities have expressed possible interest in contracting with Ellis County Elections Officer to conduct their election on uniform Election Day, November 3, 2020: *CITY OF ALMA, CITY OF ENNIS, CITY OF FERRIS, CITY OF GLENN HEIGHTS, CITY OF GRAND PRAIRIE, CITY OF ITALY, CITY OF MANSFIELD, CITY OF MAYPEARL, CITY OF MIDLOTHIAN, CITY OF VENUS, CITY OF WAXAHACHIE, AVALON INDEPENDENT SCHOOL DISTRICT, ENNIS INDEPENDENT SCHOOL DISTRICT, FERRIS INDEPENDENT SCHOOL DISTRICT, FROST INDEPENDENT SCHOOL DISTRICT, ITALY INDEPENDENT SCHOOL DISTRICT, MAYPEARL INDEPENDENT SCHOOL DISTRICT, MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT, PALMER INDEPENDENT SCHOOL DISTRICT, RED OAK INDEPENDENT SCHOOL DISTRICT, WAXAHACHIE INDEPENDENT SCHOOL DISTRICT, BUENA VISTA-BETHEL SUD*

Additional early voting polling places may be added by any of the above listed entities for the November 3, 2020 General Election in accordance with Texas Election Code Section 85.062(f) "In a countywide election, the total number of permanent branch polling places and temporary branch polling places open for voting at the same time in a commissioners precinct may not exceed twice the number of permanent branch and temporary branch polling places open at that time in another commissioners precinct".

Any entity holding an election will use the regular county election precinct polling places in accordance with Texas Election Code Section 43.004(b) "If a political subdivision holds an election on a uniform election date and is required to use the regular county election precincts, the political subdivision shall designate as the polling places for the election the regular county polling places in the county election precincts that contain territory from the political subdivision".

It is recommended that Commissioners Court approve and authorize the County Judge to sign the Order of General Election.



ORDER OF GENERAL ELECTION
ORDEN DE ELECCIÓN GENERAL

An election is hereby ordered to be held on November 3, 2020, in Ellis County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

Por la presente se ordena que se lleve a cabo una elección el día 3 Noviembre de 2020, en el Condado de Ellis, Texas, con el propósito de elegir los siguientes oficiales del condado y del precinto como requerido por el Artículo XVI, Sección 65, de la Constitución de Texas.

List of Offices: *Lista de los puestos oficiales:*

Judge, County Court at Law No. 3 *Juez, Corte de Ley del Condado, Núm. 3*

County Attorney *Fiscal del Condado*

Sheriff *Alguacil*

County Tax Assessor-Collector *Asesor-Collector de Impuestos del Condado*

County Commissioner, Precinct No. 1 *Comisionado del Condado, Precinto Núm. 1*

County Commissioner, Precinct No. 3 *Comisionado del Condado, Precinto Núm. 3*

Constable, Precinct No. 1 *Agente de Policía, Precinto Núm. 1*

Constable, Precinct No. 2 *Agente de Policía, Precinto Núm. 2*

Constable, Precinct No. 3 *Agente de Policía, Precinto Núm. 3*

Constable, Precinct No. 4 *Agente de Policía, Precinto Núm. 4*

Early voting by personal appearance will be conducted at:

La votación anticipada en persona tendrá lugar en:

Main Location: *Lugar principal:*

First United Methodist Church (Fidelis Hall), 505 W Marvin Ave, Waxahachie, Texas 75165

Branch Locations: *Ubicación de sucursal:*

Ellis County Sub-Courthouse (Foyer), 207 S. Sonoma Trail, Ennis TX 75119

Midlothian Conference Center (Ballroom/Foyer), 1 Community Circle Dr., Midlothian TX 76065

Palmer ISD Annex Building (Portable Building), 303 Bulldog Way, Palmer TX 75152

Grace Covenant Church (Dining Hall) 212 N Main Street, Red Oak TX 75154

Harvest of Praise (House of Manna Rm) 2603 S Hampton Rd., Glenn Heights TX 75154

October 13, 2020 (Tuesday through Friday)	October 16, 2020	8:00 A.M. - 5:00 P.M.
October 17, 2020 (Saturday)		8:00 A.M. - 4:00 P.M.
October 19, 2020 (Monday through Friday)	October 23, 2020	8:00 A.M. - 6:00 P.M.
October 24, 2020 (Saturday)		7:00 A.M. - 7:00 P.M.
October 25, 2020 (Sunday)		1:00 P.M. - 6:00 P.M.
October 26, 2020 (Monday through Friday)	October 30, 2020	7:00 A.M. - 7:00 P.M.
<i>13 de Octubre, 2020 (Martes hasta Viernes) al 16 de Octubre, 2020</i>		<i>8:00 A.M. - 5:00 P.M.</i>
<i>17 de Octubre, 2020 (Sábado)</i>		<i>8:00 A.M. - 4:00 P.M.</i>
<i>19 de Octubre, 2020 (Lunes hasta Viernes) al 23 de Octubre, 2020</i>		<i>8:00 A.M. - 6:00 P.M.</i>
<i>24 de Octubre, 2020 (Sábado)</i>		<i>7:00 A.M. - 7:00 P.M.</i>
<i>25 de Octubre, 2020 (Domingo)</i>		<i>1:00 P.M. - 6:00 P.M.</i>
<i>26 de Octubre, 2020 (Lunes hasta Viernes) al 30 de Octubre, 2020</i>		<i>7:00 A.M. - 7:00 P.M.</i>



All eligible registered voters in Ellis County, Texas, may vote at any of the listed Early Voting Locations for the November 3, 2020 General Election.

Todos los votantes elegibles registrados del Condado de Ellis, Texas, pueden votar en cualquiera de los locales de votación anticipada, como se indica, para la Elección General del 3 de Noviembre de 2020.

**Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:
Early Voting Clerk 204 E. Jefferson Street Waxahachie, Texas 75165
or faxed to 972-923-5194**

or email a scanned copy of signed application to elections@co.ellis.tx.us

(If faxed or emailed, the Election Office must receive original application within 4 days)

Application for ballot by mail must be received no later than the close of business on Friday, October 23, 2020.

*Las solicitudes (Regular o FPCA) de boletas electorales por correo deben enviarse por correo a:
Secretaria de la Votación Adelantada*

204 E. Jefferson Street Waxahachie, Texas 75165

O por fax al 972-923-5194

O por correo electrónico una copia e su application firmada a elections@co.ellis.tx.us

(Si se envía por fax o correo electrónico, la oficina de elecciones debe recibir la solicitud original dentro de los cuatro días)

Las solicitudes para boletas de votar adelantado por correo deberán recibirse no más tardar de las horas de negocio el Viernes 23 de Octubre de 2020.

Issued this the _____ day of August, 2020.

Emitada este día _____ de August, 2020.

Signature of County Judge

Firma del Juez del Condado

Attest:

Signature of County Clerk

Firma del Secretario del Condado

DEPARTMENT OF STATE HEALTH SERVICES



This Memorandum of Understanding (MOU) is entered into between the Department of State Health Services (DSHS) and Ellis County ("Contractor") who are collectively referred to herein as the "Parties."

- I. **Purpose of the MOU.** DSHS agrees to provide Contractor certain confidential data extracted from designated death records which DSHS maintains. The Parties agree to the intended utilization of the data as outlined in Attachment B of this MOU. No personally identifiable or non-public data will be shared or released by Contractor, without specific statutory authority.
- II. **Term of the MOU.** Unless terminated as provided for in Section V (C), this MOU will become effective on the signature date of the latter of the Parties to sign this MOU, and end on December 31, 2025. The Parties may renew this MOU for one additional five-year term by executing a written amendment. Data will not be shared among Parties without a written agreement in place. If the agreement expires then data sharing will cease.
- III. **Authority.** The Parties enter into this MOU under the authority of:
 - a) Texas Health and Safety Code, Title 12, Section 1001.089.
 - b) Texas Health and Safety Code, Title 3, Section 193.011.
 - c) Texas Health and Safety Code, Title 2.
 - d) Texas Government Code, Chapter 791, Interlocal Cooperation Act.
- IV. **Statement of Work.**
 - A. DSHS will deliver to Contractor dynamic death data files via secure website data exchange, according to the variables approved by DSHS Attachment B (Confidential Data), which are attached and incorporated as part of this MOU. In dynamic death files, variables which will be provided include only those items in Attachment B that are available for dynamic data.
 - B. Data sent will be regarding all deaths related to or associated with COVID-19 for the duration of the outbreak or until termination of this MOU, whichever occurs first. The data to be shared is outlined in Attachment B. The selection criteria are deaths among all residents of the Contractor's jurisdiction. Contractor may request changes or additional variables by submitting the request through the Assigned Contract Manager for review and approval in writing.

- C. Files containing the Confidential Data will be delivered to Contractor, as available.
- D. This death data is being supplied to support Contractor's response to the COVID-19 pandemic. Confidential Data shall not be used for any other purposes unless specifically approved in writing by DSHS and in compliance with Contractor's appropriate review. DSHS will provide its approval or denial in writing.
- E. The method of delivery of Confidential Data will be through the use of a secure file transfer protocol (SFTP) site or other method of data transfer with at least that same level of security and/or encryption whose internet address, log-in and password identification will be sent by DSHS personnel to Contractor's Representative (as noted in Section VI).

V. **General Terms and Conditions.**

A. **Amendment.** This MOU may be modified by written amendment signed by the Parties.

B. **Confidentiality.**

1. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of Confidential Data and records.
2. Contractor will comply with the Data Use Agreement incorporated into this MOU as Attachment A.
3. Contractor will maintain sufficient safeguards to prevent release or disclosure of any such confidential records or information obtained under this MOU to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law. Data will be housed in a secure location. The foregoing shall not apply to information that:
 - (i) is not disclosed in writing by DSHS or reduced to writing and marked confidential within thirty (30) days after disclosure; or
 - (ii) is already in Contractor possession at the time of disclosure as evidenced by written records in the possession of Contractor prior to such time; or
 - (iii) is or later becomes part of the public domain through no fault of Contractor; or
 - (iv) is received from a third party having no obligations of confidentiality to DSHS; or
 - (v) is independently developed by Contractor or by its personnel having no access to the Confidential Data.
4. Contractor will use Confidential Data obtained under this MOU only for purposes as described in this MOU and as otherwise allowed by law.
5. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information, or as otherwise provided by law.
6. Any remaining Confidential Data provided as part of this MOU will be destroyed within 60-days of the termination of the MOU.
7. Data no longer in use will be destroyed using software that renders these data unrecoverable.

C. Termination.

Either Party may terminate this MOU without cause by giving thirty (30) days' written notice of its intent to terminate to the non-terminating Party.

D. No Cost

This is a "no cost" agreement; the Comptroller shall not be obligated to make any payments of any amounts to DSHS or other parties as a result of this MOU. Any costs and expenses incurred under the terms of this MOU will be paid by the Party incurring the cost or expense. No funds appropriated to either Party will be exchanged under this MOU.

E. Texas Public Information Act

Each Party is responsible for complying with the provisions of Texas Government Code Chapter 552 ("Texas Public Information Act") and the Attorney General Opinions issued under that statute. Responses to requests for information shall be handled in accordance with the provisions of the Texas Public Information Act.

F. Right to Audit

The Parties acknowledge the State Auditor's authority to conduct audits of state agencies under Chapter 321 of the Texas Government Code.

G. Assignment

No assignment of this MOU or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other, unless authorized by law.

H. Dispute Resolution

The Parties agree to use good faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this MOU; provided however, nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

I. Force Majeure

Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in this MOU caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

J. No Waiver

This MOU shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this MOU or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither Party waives any privileges, rights, defenses, or immunities available to it as an agency of the State of Texas, or otherwise available to it, by entering into this MOU or by its conduct prior to or subsequent to entering into this MOU.

K. Governing Law and Venue

The Parties agree that this MOU in all respects shall be governed by and constructed in accordance with the laws of the state of Texas, except for its provisions regarding conflicts of laws. The venue of any suit sought in connection with terms and conditions of this agreement is fixed in any court of competent jurisdiction in Travis County, Texas, unless mandated otherwise by statute.

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

Contract Management Section (CMS)	Regional Local Health Operations	Contractor
Stacie Fenoy Contract Manager 1100 W 49 th Street, MC 1990 Austin, Texas 78756 Telephone: (512) 776-2265 Email: stacie.fenoy@dshs.texas.gov	Glenna Laughlin, Regional & Local Coord. Team Lead 1100 W 49 th Street Austin, Texas 78756 Telephone: (512) 776-6323 Email: glenna.laughlin@dshs.texas.gov	Todd Little Ellis County Judge 101 W. Main Street Waxahachie, Texas 75165 Telephone: (972) 825-5011 Email: countyjudge@co.ellis.tx.us

VII. Legal Notices

Legal Notices under this MOU shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

DSHS

Department of State Health Services
Attn: General Counsel
100 W. 49th Street, MC1911
Austin, Texas 78756

Contractor

Ellis County
101 W. Main Street
Waxahachie, Texas 75165

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VIII. CERTIFICATIONS

The undersigned contracting Parties certify that:

- (1) the services specified herein are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this MOU on its behalf has full power and authority to enter into this MOU;
- (3) the proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

DSHS further certifies that it has statutory authority to contract for the services described in this contract under Texas Health and Safety Code, Title 2.

Contractor further certifies that it has statutory authority to contract for the services described in this contract under the authority outlined in Section III.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

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

Texas Department of State Health Services

Contractor

David Gruber
Associate Commissioner

Todd Little
Ellis County Judge

Date of Execution: _____

Date of Execution: _____

THE FOLLOWING ATTACHMENTS TO ARE HEREBY ATTACHED AND INCORPORATED BY REFERENCE:

ATTACHMENT A	DATA USE AGREEMENT (DUA)
ATTACHMENT A-1	SECURITY AND PRIVACY INQUIRY (SPI)
ATTACHMENT B	CHECKLIST FOR DEATH DATA COVID
ATTACHMENT C	LIST OF INDIVIDUALS ACCESSING VITAL DATA

Attachment A

HHS DATA USE AGREEMENT

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

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. *45 CFR 164.504(e)(1)-(3)*. This DUA also describes HHS’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 HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, 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 Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS 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, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, 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 (herein “PHI”);

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(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; and Estates Code Ch. 752.

ARTICLE 3.

CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

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

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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) Except as Required by Law, CONTRACTOR will not 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 (as defined in **45 C.F.R. 160.103**) 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 CONTRACTOR's obligations in connection with the Authorized Purpose.

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

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(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 HHS 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, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(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 HHS 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 to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply

with all applicable laws, rules and regulations. *45 CFR 164.502(e)(1)(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 which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. 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. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.524 and 164.504(e)(2)(ii)(E).*

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F).*

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS 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 from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.504(e)(2).*

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS 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 PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: **45 CFR 164.504(e)(4)(A)**.

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

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity 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 required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHS and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery 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 delivery or Destruction 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, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS 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 HHS Confidential Information and will provide the updated document to HHS. HHS 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 reasonable 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, 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 HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. *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 HHS, 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 Statement of Work. *45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(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 for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. *45 CFR 164.308; 164.514(d).*

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS'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 of the U.S. Department of Health and Human Services, or other federal or state law. *45 CFR 164.504(e)(2)(i)(I).*

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS'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 HHS 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) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- 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 HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

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

(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 HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(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 HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS 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 HHSC-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 HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, 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 HHS 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 HHS's approval as to the steps Individuals and/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 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 during normal business hours 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 HHS, 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 HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 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 HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

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

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

(D) CONTRACTOR will fully cooperate with HHS'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 HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

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) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS 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 HHS delegates notice requirements to CONTRACTOR, HHS 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. STATEMENT OF WORK

“Statement 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 HHS that are described in detail in the Base Contract. The Statement 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

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

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

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, 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, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS 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 HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/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 HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

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

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violation is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) 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 HHS, as required by this DUA.

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 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.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS 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 HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS 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.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

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

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, 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.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto 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. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

Attachment B Checklist for Death Record Data - COVID March 2020 and beyond

Instructions:

1. Since these data are confidential, all requested certificate items need to have brief justifications according to your project aims.
2. If a certificate item is used for linkage, then state how and whether it will be removed from the resulting linked analysis file. If the certificate item will be retained in the linked analysis file, please also provide a brief justification according to your project aims.
3. For certain sensitive data elements, such as certificate number or residence address, consider alternative means of accomplishing your project aims while using less sensitive data. Examples include creating your own unique identifier instead of requesting the certificate number and requesting geocoded census tracts instead of residence address.

I. Death Certificate Items

✓	Item Number	Item Descriptor	Justification
<input type="checkbox"/>	n/a	State File Number (Certificate Number)	
<input checked="" type="checkbox"/>	n/a	State of Death	Helps determine if death occurred in region or if the death occurred elsewhere
<input checked="" type="checkbox"/>	1.	Legal Name of Deceased:	Case investigation
<input checked="" type="checkbox"/>		First	
<input checked="" type="checkbox"/>		Middle	
<input checked="" type="checkbox"/>		Last	
<input checked="" type="checkbox"/>		Maiden	
<input type="checkbox"/>		Suffix	
<input type="checkbox"/>	1.	Deceased AKA's if any:	
<input type="checkbox"/>		First	
<input type="checkbox"/>		Middle	
<input type="checkbox"/>		Last	
<input checked="" type="checkbox"/>	2.	Date of Death	case investigation and surveillance
<input type="checkbox"/>		Date of Death Type (Actual, Presumed, Estimated, Found)	
<input checked="" type="checkbox"/>	3.	Sex	case investigation and surveillance
<input checked="" type="checkbox"/>	4.	Date of Birth	case investigation and surveillance
<input checked="" type="checkbox"/>	5.	Age - Last Birthday	case investigation and surveillance
<input checked="" type="checkbox"/>		Age – kind of units (years, months, weeks, days, hours, minutes)	case investigation and surveillance
<input type="checkbox"/>	6.	Birthplace -City	
<input type="checkbox"/>		State or Foreign Country	
<input type="checkbox"/>	8.	Marital Status at Time of Death	
<input type="checkbox"/>	9.	Surviving Spouse (If wife, give name prior to first marriage):	
<input type="checkbox"/>		First	
<input type="checkbox"/>		Middle	
<input type="checkbox"/>		Last	
<input type="checkbox"/>		Suffix	
<input checked="" type="checkbox"/>	10a.	Residence Street Address	Case investigation
<input checked="" type="checkbox"/>	10b.	Apt No	Case investigation
<input checked="" type="checkbox"/>	10c.	City or Town of Residence	Case investigation and surveillance
<input checked="" type="checkbox"/>		County of Residence	Helps determine if the death was among a resident of the region
<input type="checkbox"/>	10d.		
<input checked="" type="checkbox"/>		State of Residence	Helps determine if the death was among a resident of the region
<input type="checkbox"/>	10e.		
<input checked="" type="checkbox"/>	10f.	Zip Code	Case investigation and surveillance
<input type="checkbox"/>		Zip Code Extension	

✓	Item Number	Item Descriptor	Justification
<input type="checkbox"/>	23.	Location of Disposition: City, Town State	
<input type="checkbox"/>	24.	Name of Funeral Facility	
<input type="checkbox"/>	25.	Complete Address of Funeral Facility: Street Number City State Zip Code Zip Code Extension	
<input checked="" type="checkbox"/>	26.	Certifier: Certifying Physician Medical Examiner Justice of the Peace	Case investigation
<input type="checkbox"/>	28.	Date Certified (Mo/Day/Yr)	
<input type="checkbox"/>	29.	Certifier's License Number	
<input type="checkbox"/>	30.	Time of Death Time of Death Type (Actual, Presumed, Estimated, Found)	
<input checked="" type="checkbox"/>	31.	Certifier's Address: Street and Number City State Zip Code Zip Code Extension	Case investigation
<input type="checkbox"/>	32.	Title of Certifier	
<input type="checkbox"/>	33.	Chain of Events –Diseases, Injuries or Complications – That Directly Caused the Death: <i>(if you want to order ICD-10 codes, check with the Section II of this checklist):</i>	
<input checked="" type="checkbox"/>	33. Part 1a.	Cause of Death A (Immediate Cause) – <i>certifier's text</i> Approximate Interval: Onset to death	Case investigation and surveillance
<input checked="" type="checkbox"/>	33. Part 1b.	Cause of Death B - <i>certifier's text</i> Approximate Interval: Onset to death	Case investigation and surveillance
<input checked="" type="checkbox"/>	33. Part 1c.	Cause of Death C - <i>certifier's text</i> Approximate Interval: Onset to death	Case investigation and surveillance
<input checked="" type="checkbox"/>	33. Part 1d.	Cause of Death D - <i>certifier's text</i> Approximate Interval: Onset to death	Case investigation and surveillance
<input checked="" type="checkbox"/>	33. Part 2.	Other Significant Conditions Contributing to Death but not Resulting in the Underlying Cause Given in Part 1.	Case investigation and surveillance
<input checked="" type="checkbox"/>	34.	Was an Autopsy Performed?	Case investigation and surveillance
<input type="checkbox"/>	35.	Were Autopsy Findings Available to Complete the Cause of Death?	
<input type="checkbox"/>	36.	Manner of Death	
<input type="checkbox"/>	37.	Did Tobacco Contribute to Death?	
<input type="checkbox"/>	38.	If Female: Not pregnant within past year Pregnant at time of death Not pregnant, but pregnant within 42 days of death Not pregnant, but pregnant 43 days to 1 year before death Unknown if pregnant within the past year	
<input type="checkbox"/>	39.	If Transportation Injury, Specify: Driver/Operator Passenger Pedestrian Other	

✓	Item Number	Item Descriptor	Justification
<input type="checkbox"/>		Other (Specify)	
<input type="checkbox"/>	40a.	Date of Injury (Mo/Day/Yr)	
<input type="checkbox"/>	40b.	Time of Injury	
<input type="checkbox"/>	40c.	Injury at Work?	
<input type="checkbox"/>	40d.	Place of Injury (e.g. Decedent's home; construction site, restaurant, wooded area)	
<input type="checkbox"/>	40e.	Location:	
<input type="checkbox"/>		Street	
<input type="checkbox"/>		Number	
<input type="checkbox"/>		City	
<input type="checkbox"/>		State	
<input type="checkbox"/>		Zip Code	
<input type="checkbox"/>	40f.	County of Injury	
<input type="checkbox"/>	41.	Describe How Injury Occurred	
<input type="checkbox"/>	43.	Decedent's Education	
<input type="checkbox"/>	44.	Decedent of Hispanic Origin?	
<input checked="" type="checkbox"/>		No, Not Spanish, Hispanic/Latino	Case investigation and surveillance
<input checked="" type="checkbox"/>		Yes, Mexican, Mexican American, Chicano	Case investigation and surveillance
<input checked="" type="checkbox"/>		Yes, Puerto Rican	Case investigation and surveillance
<input checked="" type="checkbox"/>		Yes, Cuban	Case investigation and surveillance
<input checked="" type="checkbox"/>		Yes, Other Spanish/Hispanic/Latino	Case investigation and surveillance
<input checked="" type="checkbox"/>		Specify	Case investigation and surveillance
<input type="checkbox"/>	45.	Decedent's Race (2006 revision allows informants to select one or more races to indicate what the decedent considered himself or herself to be):	
<input checked="" type="checkbox"/>		White	Case investigation and surveillance
<input checked="" type="checkbox"/>		Black or African American	Case investigation and surveillance
<input checked="" type="checkbox"/>		American Indian or Alaska Native	Case investigation and surveillance
<input checked="" type="checkbox"/>		Name of the enrolled or principal tribe	
<input checked="" type="checkbox"/>		Asian Indian	Case investigation and surveillance
<input checked="" type="checkbox"/>		Chinese	Case investigation and surveillance
<input checked="" type="checkbox"/>		Filipino	Case investigation and surveillance
<input checked="" type="checkbox"/>		Japanese	Case investigation and surveillance
<input checked="" type="checkbox"/>		Korean	Case investigation and surveillance
<input checked="" type="checkbox"/>		Vietnamese	Case investigation and surveillance
<input checked="" type="checkbox"/>		Other Asian	Case investigation and surveillance
<input checked="" type="checkbox"/>		Other Asian (Specify)	Case investigation and surveillance
<input checked="" type="checkbox"/>		Native Hawaiian	Case investigation and surveillance
<input checked="" type="checkbox"/>		Guamanian or Chamorro	Case investigation and surveillance
<input checked="" type="checkbox"/>		Samoan	Case investigation and surveillance
<input checked="" type="checkbox"/>		Other Pacific Islander	Case investigation and surveillance
<input checked="" type="checkbox"/>		Other Pacific Islander (Specify)	Case investigation and surveillance
<input checked="" type="checkbox"/>		Other	Case investigation and surveillance
<input checked="" type="checkbox"/>		Other (Specify)	Case investigation and surveillance
<input type="checkbox"/>	46.	Ever in U.S. Armed Forces?	
<input type="checkbox"/>	47.	Ever a Peace Officer in This State?	
<input checked="" type="checkbox"/>	48.	Decedent's Usual Occupation (Indicate type of work done during most of working life).	Case investigation and surveillance
<input type="checkbox"/>	49.	Decedent's Type of Business/Industry	
<input type="checkbox"/>	n/a	If Deceased Served in U.S. Armed Forces, Fill Out the Following:	
<input type="checkbox"/>		Is the deceased reported to have been in such service?	
<input type="checkbox"/>		Name of organization in which service was rendered?	

✓ Item Number	Item Descriptor	Justification
<input type="checkbox"/> <input type="checkbox"/>	Serial number of discharge papers or adjusted service certificate? Name of next of kin or of next friend? Post Office Address?	

II. Other Variables Calculated Based on the Death Record Items

✓ Item Number	Item Descriptor	
<input type="checkbox"/>	Record Type (<i>Identified, Un-identified, Out of State, Catastrophic</i>)	
<input type="checkbox"/>	Age Group	
<input type="checkbox"/>	Additional Funeral Home	
<input checked="" type="checkbox"/>	Causes of Death (multiple, including underlying) – <i>ICD-10 codes</i>	Case investigation and surveillance (may not yet be present in the record)
<input checked="" type="checkbox"/>	Underlying Cause of Death – <i>ICD-10 codes</i>	Case investigation and surveillance (may not yet be present in the record)
<input type="checkbox"/>	CDC 113 Selected Causes of Death (ICD-10)	
<input type="checkbox"/>	CDC 130 Selected Causes of Infant Death (ICD-10)	
<input type="checkbox"/>	Was Death a Result of an Injury?	
<input checked="" type="checkbox"/>	Decedent's Bridged Race Code (<i>determined by NCHS</i>)	Case investigation and surveillance (may not yet be present in the record)
<input checked="" type="checkbox"/>	Decedent's Race/Ethnicity (<i>based on the TSDC method</i>)	
<input checked="" type="checkbox"/>	Decedent's Spanish/Hispanic/Latino Origin Unknown	
<input checked="" type="checkbox"/>	Decedent's Race: Unknown	
<input type="checkbox"/>	Longitude (<i>based on decedent's street address</i>)	
<input type="checkbox"/>	Latitude (<i>based on decedent's street address</i>)	
<input type="checkbox"/>	GIS Match code	
<input type="checkbox"/>	GIS Location code	
<input type="checkbox"/>	Geocoding accuracy	
<input type="checkbox"/>	1990 census tract (<i>based on decedent's street address</i>)	
<input type="checkbox"/>	2000 census tract (<i>based on decedent's street address</i>)	
<input type="checkbox"/>	2010 census tract (<i>based on decedent's street address</i>)	
<input type="checkbox"/>	Zip code tabulation areas (ZCTAs) - from 2013 data	
<input type="checkbox"/>	GIS Residence County Name - from 2014 data	
<input type="checkbox"/>	GIS Residence County FIPS - from 2014 data	

Last updated: March 20, 2018

ATTACHMENT C

**LIST OF INDIVIDUALS ACCESSING
VITAL EVENTS DATA**

Submit list of program staff's name and job titles of all staff who will have access to these data within ten days of execution.

For the duration of this agreement, Contractor must maintain a list of named employees who will utilize this data. Any addition or deletion of names to this list must be updated and maintained by Contractor, and this list must be made available immediately to DSHS upon their request. The parties acknowledge that this list may be updated frequently. When an updated list is requested by DSHS, please send a revised version, including a description of who was removed and/or added to the list, to HIRBRequests@dshs.texas.gov and reference the agreement number. After review of the revised list by the DSHS Contract Manager, this updated list will be incorporated into the agreement as an attachment and become effective upon transmittal of the DSHS Contract Manager's acceptance, which may be provided by email.

CURRENT LIST as of _____

Name	Title