

COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS
402 WEST 12TH STREET
AUSTIN, TEXAS 78701

800-733-0699
512-482-0701
512-480-0902 FAX
www.cjcat.org



OFFICERS:

President:
GROVER "Tiger" WORSHAM
Commissioner, Trinity County
P O Box 475
Groveton, TX 75845
936-642-1261
936-642-1046 - Fax

First Vice President:
WOODY GOSSOM
Judge, Wichita County
900 7th St. Rm 260
Wichita Falls, TX 75301
(940) 766-8101
(940) 766-8289 - Fax

Second Vice President:
NEIL FRITSCH
Commissioner, Calhoun County
24627 State Highway 172
Port Lavaca, TX 77979-6032
(361) 893-5345
361-893-5309 - Fax

Past President:
TERRY SIMPSON
Judge, San Patricio County
400 W Sinton St Ste 109
Sinton, TX 78387
(361) 364-9301
(361) 364-6118 - Fax

EXECUTIVE BOARD:

North and East Texas
ROBERT JOHNSTON
Judge, Anderson County

South Texas
ROGER C GALVAN
Commissioner, Calhoun County

West Texas
KIM HALFMANN
Judge, Glasscock County

GENERAL COUNSEL:

JAMES P. ALLISON
Allison, Bass & Magee, L.L.P.
402 W. 12th Street
Austin, Texas 78701
1-800-733-0699
512-482-0701
512-480-0902 - Fax
j.allison@allison-bass.com

EDUCATION COMMITTEE:

Chairman:
RICHARD CORTESE
Commissioner, Bell County
P O Box 768
Belton, Texas 76513
(254) 933-5101
(254) 933-5179 - Fax

LEGISLATIVE COMMITTEE:

Chairman:
WOODY GOSSOM
Judge, Wichita County
900 7th St Rm 260
Wichita Falls, TX 75301
(940) 766-8101
(940) 766-8289 - Fax

January 19, 2016

Dear County Commissioner:

Enclosed is a copy of your 2015 mandatory Continuing Education transcript. Our records show that you have completed the required 16-hour annual continuing education requirement as codified in Section 81.0025, Local Government Code; therefore you will also find enclosed a Certificate of Completion confirming that you satisfied this requirement in 2015. This certificate is prepared from attendance records provided by the sponsors of approved continuing education programs.

Many of you are also progressing toward completion of the Commissioners Court Advanced Curriculum (CCAC) Program, a voluntary, 64-credit course of advanced training in county government. We expect to award several of these certificates in October 10 - 13, 2016 during the Annual Conference in Galveston, Texas.

Your CCAC transcript is also attached and reflects CCAC courses attended through the end of 2015*. Courses in Phase II and III are offered annually at the V.G. Young Conference, the Regional Conferences, and the State Conference. Phase I may only be earned by attending the LBJ School seminar: Governing Texas Counties for Newly Elected Officials, and the next opportunity will be 2017. If you participate in the CCAC program, you must meet the requirements of the program to earn the certificate of completion, as follows: 16 credits in Phase I, 16 credits in Phase II, and 32 credits in Phase III, totaling 64 credits.

If you have any transcript discrepancies or if you have any questions about our continuing education program, please call Catherine Sexton at 1-800-733-0699. Thank you for your participation in our state association and congratulations on your educational achievement.

Sincerely,

Grover, Tiger' Worsham, President
County Judges & Commissioners
Association of Texas

* If you have already completed the CCAC program, your transcript will not be included in this mailing.

**COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS**
County Commissioner Continuing Education Transcript
Reporting Period: 1/1/ 2015- 12/31/2015

Hon. Lane Grayson
Ellis County Commissioner, Pct.2
1400 S Oak Grove Rd
Ennis, TX 75119

Term.
1/1/2015 - 12/31/2018

Phone: (972) 825-5333
Fax: (972) 875-9594

Last 4 digits of SSN

01/16/2015	LBJ / Governing Texas Counties	16.50
03/17/2015	TxDOT Work Zone Traffic Control/Qualified Flagger Training	12.00
07/15/2015	North & East Texas Conference	12.00
07/21/2015	Texas Rural Leadership Program 2015 Horseshoe Bay	16.00
08/26/2015	TAC Annual Conference	1.50
10/06/2015	CJCA State Conference	10.00

Total Hours Earned: 68.00

You have met your 2015 Commissioner Statutory Continuing Education requirement.

You will carry forward 8.00 hours to the next reporting period.

See Statute Section 81.0025 Continuing Education, Local Government Code

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

ASSOCIATION OF TEXAS

**COMMISSIONERS COURT ADVANCED CURRICULUM
TRANSCRIPT**

Name: Hon. Lane Grayson

SSN:

County: Ellis County

Term: 01/01/2015 - 12/31/2018

Office: Commissioner, Pct.2

Enrollment: 01/01/2015

Course ID	Course Title	Credits Earned	Date
Phase II Required: 16.00		Credits Earned to Date: 6	
2.001	County Judge	1	07/15/2015
2.003	County Clerk	1	07/15/2015
2.009	District Attorney	1	10/07/2015
2.015	Juvenile Probation Officer	1	10/07/2015
2.016	Community Supervision and Corrections Depar	1	10/07/2015
2.018	District Judge	1	10/07/2015
Phase III Required: 32.00		Credits Earned to Date: 10	
3.001	Open Meetings Act	1	07/15/2015
3.007	Civil Rights Issues	1	07/15/2015
3.010	Building Better Relations	1	07/15/2015
3.013	Working With the Legislature	1	07/15/2015
3.016	County Roads	1	07/15/2015
3.016	County Roads	1	07/15/2015
3.019	Subdivision Regulations	1	10/06/2015
4.005	Purchasing Applications	1	10/06/2015
4.010	Financial Accounting: Investments	1	07/15/2015
4.020	Negotiating Technology Contracts	1	10/07/2015

Total Credits Earned: 16

CCAC Program Status

	Required	Earned	Status
Phase I	16	0	16.00 credits needed
Phase II	16	6	10.00 credits needed
Phase III	32	10	22.00 credits needed
	<u>64</u>	<u>16</u>	

A3

TEXAS A & M AgriLife Extension Service
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL

NAME: Mark Arnold

TITLE: County Extension Agent – Agriculture

COUNTY: Ellis

MONTH: January 2016

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
1/4	Waxahachie area-Adult Leaders/4-H Council Meeting	10		
1/5	Waxahachie-Waco-return- Blackland Income Growth Conference	128		
1/11	Waxahachie area-Master Gardener Meeting & Annual Volunteer Dinner	108		
1/13	Waxahachie area-Ellis County Youth Expo Meeting	16		
1/17	Waxahachie area-4-H Beef Project Workshop	72		
1/21	Waxahachie-Fort Worth-Fort Worth Stock Show & Rodeo Junior Heifer	52		
1/22	Fort Worth area- Fort Worth Stock Show & Rodeo Junior Heifer	20		
1/23	Fort Worth area- Fort Worth Stock Show & Rodeo Junior Heifer	17		
1/24	Fort Worth area- Fort Worth Stock Show & Rodeo Junior Heifer	17		
1/25	Fort Worth-Waxahachie-Fort Worth Stock Show & Rodeo Junior Heifer	80		
1/26	Waxahachie area-Leadership Advisory Board	15		
		535		

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: February 3, 2016

Signed: Mark Arnold

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 535****Selected major activities since last report****January 2016**

- 1/4 Adult Leaders/4-H Council Meeting. Agent assisted 4-H agent and FCS agent in advising and assisting 4-H members, parents and leaders in county 4-H activity planning.
- 1/5 Blackland Income Growth Conference-Waco. Agent assisted other Extension personnel and volunteers with the B.I.G. Conference. Steve Beakley of Bardwell serves as the B.I.G. Grain Commodity Chair and Bill Foshea of Midlothian serves as the overall Vice-Chairman of B.I.G.
- 1/12 Master Gardener Meeting/Training. 50 area Master Gardener volunteers to plan upcoming educational activities.
Annual Volunteer Appreciation Dinner. Extension staff and Leadership Advisory Board Committee members recognize outstanding volunteers from all program areas. 80 in attendance.
- 1/13 Ellis County Youth Expo Meeting. Agent met with Ag Science Teachers and other volunteers to plan upcoming educational achievement event April 3-9, 2016.
- 1/17 Beef Project Workshop. 10 4-H members, parents, and leaders received information, assistance and advice on hoof care, daily feeding and health issues in preparation for upcoming major livestock shows.
- 1/20 Master Gardener Board of Directors Meeting. Agent provided advice assistance and training on Extension Cash Management procedures to officers and Master Gardener directors.
- 1/21-25 Fort Worth Stock Show Junior Heifer Show. 10 Ellis County 4-H members exhibited beef heifer projects received numerous high placings including class winners, division and reserve division winners. Brayden DeBoarde, Bardwell 1st place Angus, Jordan Jenkins, Ennis 6th place Maine Anjou, Kailee Fuller, Palmer 3rd place Angus, Konnor Norman, Palmer 3rd place AOB, Chris Hill, Midlothian 1st place Charolais, Zach Hill, 3rd place Charolais, Samantha Garcia, 1st place Shorthorn and Reserve winner, Joe Martinez, Ferris 1st place Simbrah, Clayton Brown, Waxahachie, 2nd place Simmental and Marty Eskew, 3rd place Hereford.
- 1/26 Leadership Advisory Board Meeting. 5 LAB members met to discuss local programming needs, areas to target and ID of potential committee members.
- 1/30 Annual Agent Performance Review with District Extension Administrator.

Educational Programming

Programs	8
Participants	251

Educational Contacts

Site Visits 4-H	20
Site Visits Ag	5
Telephone	71
MG/MN Telephone	40
Office Visits	97
E-Mails	1052
Newsletter/Letters	18
E-Gardening Newsletters	1428
Media Outreach:	
Website hits	129
MG/MN new releases	9
MG/MN magazine	2
MG TV/Radio	4

The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL

NAME: Rita Hodges

TITLE: County Extension Agent - Family & Consumer Sciences

COUNTY: Ellis

MONTH: January 2016

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
1/4	Waxahachie (Master Wellness Volunteers, Better Living for Texans, 4-H Adult Leaders Meeting)	28		
1/5	Midlothian, Waxahachie (Waxahachie C.A.R.E., 4-H, Better Living for Texans, diabetes cooking classes preparation)	51		
1/6	Waxahachie (Master Wellness Volunteers, Better Living for Texans, 4-H, order MWV nametags, Juvenile Probation office)	49		
1/7	Waxahachie (Senior Center, Master Wellness Volunteers, 4-H, Better Living for Texans, First Look-Julie Rogers)	25		
1/8	Waxahachie (Master Wellness Volunteers, diabetes education, 4-H, Better Living for Texans)	19		
1/11	Waxahachie (Master Wellness Volunteers, 4-H, Better Living for Texans, diabetes education)	17		
1/12	Waxahachie (Diabetes Coalition Meeting, Better Living for Texans, 4-H, Annual Meeting, Youth Expo)	43		
1/13	Waxahachie (diabetes classes preparation, 4-H, Master Wellness Volunteers, Waxahachie C.A.R.E., Better Living for Texans)	29		
1/14	Midlothian, Waxahachie (Manna House, Better Living for Texans, 4-H)	52		
1/15	Waxahachie (Better Living for Texans, diabetes cooking classes preparation, 4-H, First Look)	21		
1/16	Ennis (MLK Health Fair, Better Living for Texans)	57		
1/19	Waxahachie (FCS Committee Meeting, 4-H, Better Living for Texans, Master Wellness Volunteers)	24		
1/20	Waxahachie (diabetes cooking school preparation, Better Living for Texans, 4-H, Master Wellness Volunteers)	26		
1/21	Waxahachie (Diabetes Cooking School, Senior Center, Master Wellness Volunteers)	29		
1/22	Waxahachie (Master Wellness Volunteers, 4-H)	12		
1/26	Red Oak, Waxahachie (Leadership Advisory Board Meeting, North Ellis County Outreach Center, 4-H, Better Living for Texans)	46		

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
Miles traveled: 568

Selected major activities since last report

January 2016

1/7 Met with Education Director for First Look-BLT
1/7 Better Living for Texans Program (18)
1/12 Annual Meeting (85)
1/16 MLK Health Fair (250)
1/19 FCS Committee Meeting (7)
1/21 Diabetes Cooking Class (40)
1/21 Better Living for Texans Program (20)
1/26 Leadership Advisory Board Meeting (8)
1/26 District Quiz Bowl Committee Meeting
1/29 2015 Performance Appraisal

Educational Programming:

Programs 7
Participants 420

Educational Contacts:

Site Visits-FCS 11
Telephone 101
Office Visits
E-mails 945
Newsletters/Letters 330

Media Outreach:

News Releases 8
Website 129
Facebook 81

Major plans for next month:

2/2 Diabetes Coalition Meeting
2/3 Better Living for Texans Program, First Look
2/4 Better Living for Texans Program, Waxahachie
2/10 Better Living for Texans Program
2/16 4-H Consumer Decision-Making County Contest
2/17 Better Living for Texans Program
2/18 Diabetes Cooking Class
2/23 Child Care Providers Training
2/24 Better Living for Texans Program

Rita Hodges

Name

County Extension Agent - Family & Consumer Sciences

Title

Ellis

County

02/01/16

Date

**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
January 2016**

Selected major activities since last report

Miles traveled: 962.8

- Club Meetings
 - Arts 4-His Honor-presented *Share the Fun Program* (15 participants)
 - Ennis 4-H-presented *Ag Product ID Program* (12 participants)
 - Silver Spurs Club-facilitated *Quiz Bowl practice* (17 participants)
 - Livestock 4-H Club-*CDM Project group* (28 in attendance at meeting, 14 at project meeting)
 - Shooting Sports 4-H Club-(10 participants)
 - County Council-(16 Participants)
 - Adult Leaders Association-(6 participants)
 - Club Officer Retreat-(28 participants)
- Curriculum Enrichment
 - Pettigrew Academy-*Consumer Education* (13 participants)
 - Shields Elementary-*Rocket Science* (92 participants)
- Project Meetings
 - CDM-4 practices, 1 informational meeting
 - Lamb & Goat clinic-15 participants
- CRED
 - Ellis County Youth Expo Board meeting
 - LAB meeting-5 members present
 - Annual Meeting
- NAE4-HA Conference
 - Chair meeting
 - Committee meeting
 - Memberclicks training
- Attended District TAE4-HA meeting/PDC meeting
- Fort Worth Stock Show
 - Dairy Goats-1 participant
 - Ag Mechanics-1 participant
 - Equine IQ-3 participants
 - Heifers-10 participants
 - Goats-10 participants
 - Lambs-1 participant

Educational Contacts

Educational Programming:

Programs 6
Participants.....163

Educational Contacts:

Site Visits 4-H..... 14
Telephone..... 69
Office Visits..... 24
E-mails..... 799
Newsletters/letters..... 380
Faxes 40

Media Outreach:

News Releases..... 1
TV/Radio..... 0

Website Hits..... 129

Social Media Contacts..... 59 posts on FB, 547 follows (9,119 post reach), 45 on Instagram (113 follow), 29 on Twitter (98 follows)

Major plans for next month

- Fort Worth Stock Show
- CDM Practice
- Broiler Pick-up
- Hatching in the Classroom-Advantage Academy
- San Angelo-Robotics Contest
- County CDM Contest
- San Antonio Stock Show
- District 8 CDM/Nutrition Quiz Bowl Contest
- First Christian Day School-Hand Washing/Food Groups
- Ellis County Indoor Archery Tournament
- County Expo Entry Night
- Lamb & Goat Clinic

Name: Megan Parr

Title: County Extension Agent 4-H

Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis

Date:02/03/2015

F1

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50807-00000-000	FM2 GENERAL EXPENSES	\$4,000.00

POSTED
PCT2
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50906-00000-000	FM2 CULVERTS	\$4,000.00

POSTED
PCT2
COMPUTER

[Signature]
Signature of Department Head

2-12-16
Date Signed

Ellis Co. Commissioner, Pct. 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 _____, 2015/2016

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

Approved by County Auditor's Office:

[Signature] 2/12/16

Needs court approval

F2

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-40964-00000-000	Contracting Election	\$30,000.00
	Republican party \$15,000.00 received by Treasurer 2/16/16 as per law.	
	BR	

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50881-00000-000	Holding Salaries	\$30,000.00
50848	BR	


Signature of Department Head

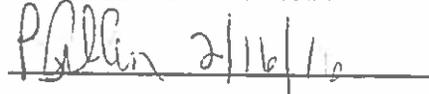
2-16-2016
Date Signed

Elections
Department

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

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

Approved by County Auditor's Office:


2/16/16

Needs court approval

**ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT**

13
RECEIVED

FEB 16 2016

ELLIS COUNTY
AUDITOR

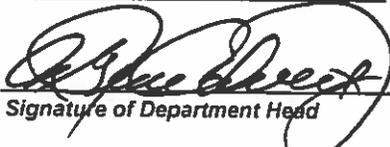
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-038550801	Supplies	\$2,000.00
001-038550801	Supplies	846.81

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-038550807	Visiting Judge	\$2,000.00
001-038550819	Computer	\$ 846.81


Signature of Department Head

2-11-16
Date Signed

CCL #2
Department

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

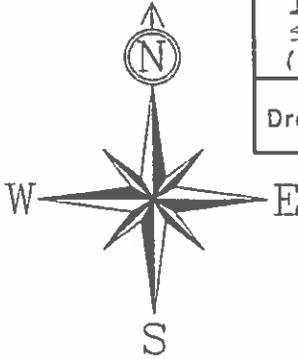
APPROVED THIS _____ DAY OF _____, 2014/2015

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

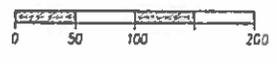
Approved by County Auditor's Office: Allen 2/16/16

Needs court approval

Drawn by: Kevin Bohanon Date December 18, 2015 Job no. 215-0088 -PH1-PLAT



1" = 100'



343
Line
357 73

FINAL PLAT BOB WHITE ESTATES PHASE 1

Being a 20.002 Acre Addition
 Mary Powers Survey, Abst. 843
 W.C. Berry Survey, Abst. 73
 in the E.T.J. of the City of Waxahachie
 Ellis County, Texas
 5 Lots

LEGEND

- O - Property Corner Symbol
- Fnd. - Found
- S.R. - Steel Rod
- U.E. - Utility Easement
- R.O.W. - Right of Way
- P.O.B. - Point of Beginning
- B.L. - Building Line
- D.U.E. - Drainage & Utility Esmnt

ETJ NOTE:
 PROPERTY IS IN THE EXTRA TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE AND IS SUBJECT TO THEIR PLATTING RULES AND REGULATIONS.

Owner/Developer:
 R.V.G. Investments, LLC
 3924 Marquette Street
 Dallas, Texas 75225
 Phone: 972-935-2738
 Bobby Glass

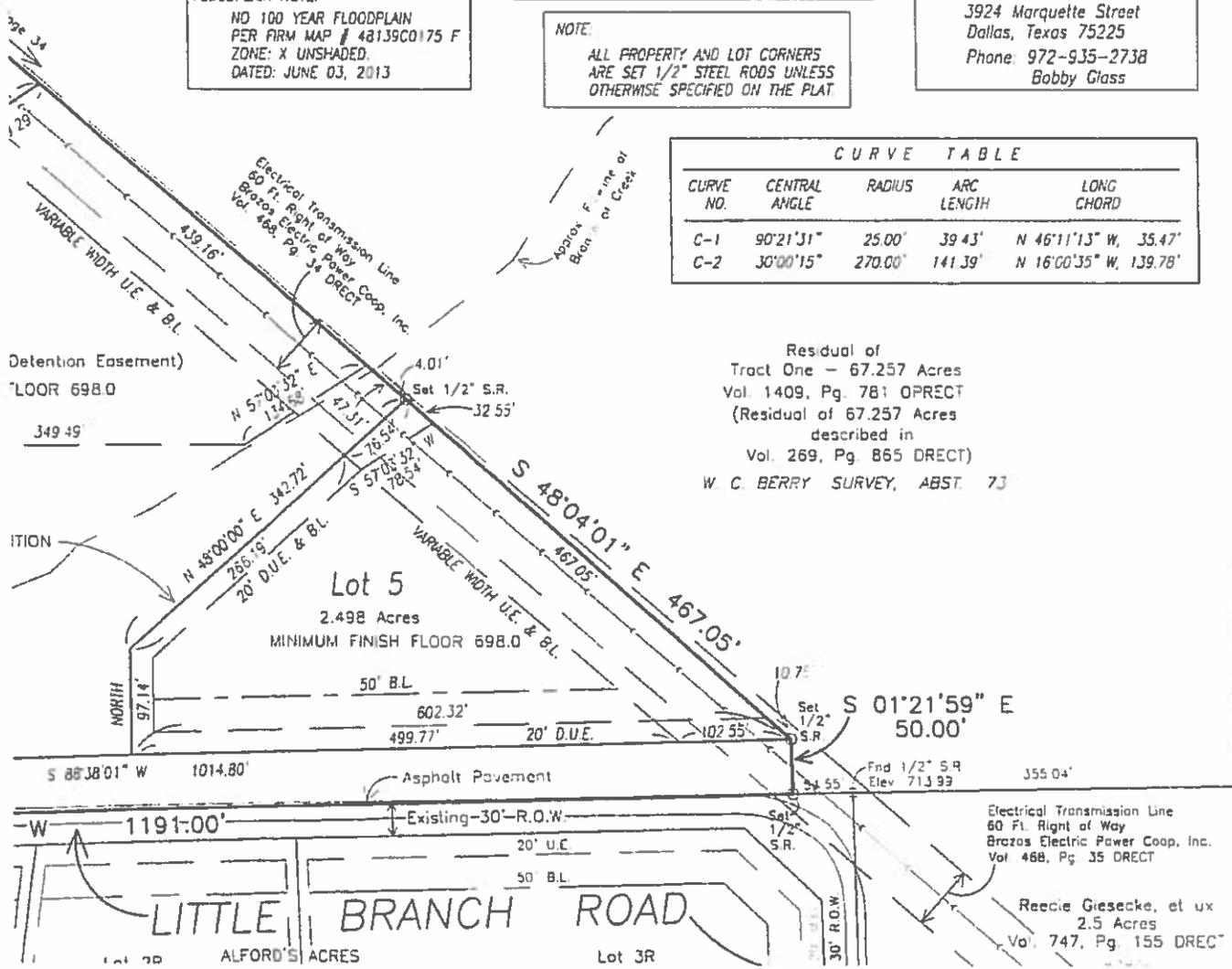
FLOODPLAIN NOTE:
 NO 100 YEAR FLOODPLAIN
 PER FIRM MAP # 48139C0175 F
 ZONE: X UNSHADED
 DATED: JUNE 03, 2013

NOTE:
 ALL PROPERTY AND LOT CORNERS ARE SET 1/2" STEEL RODS UNLESS OTHERWISE SPECIFIED ON THE PLAT

CURVE TABLE

CURVE NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	LONG CHORD
C-1	90°21'31"	25.00'	39.43'	N 46°11'13" W, 35.47'
C-2	30°00'15"	270.00'	141.39'	N 16°00'35" W, 139.78'

Residual of
 Tract One - 67.257 Acres
 Vol. 1409, Pg. 781 OPRECT
 (Residual of 67.257 Acres
 described in
 Vol. 269, Pg. 865 DRECT)
 W. C. BERRY SURVEY, ABST. 73



Electrical Transmission Line
 60 Ft. Right of Way
 Brazos Electric Power Coop. Inc.
 Vol. 468, Pg. 35 DRECT

Reecie Giesecke, et ux
 2.5 Acres
 Vol. 747, Pg. 155 DRECT



Scale 1" = 80'

All bearings are
as shown.

at 20

Length = 36.97'
Angle = 15°07'45"
Distance = 140.00'
Bearing = S 07°36'08" W
Distance = 36.86'

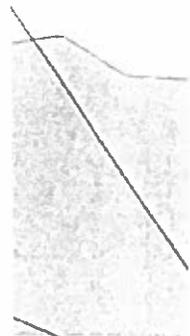
at 19

Length = 42.25'
Angle = 15°07'45"
Distance = 160.00'
Bearing = S 07°36'07" W
Distance = 42.13'

Length = 89.32'
Angle = 102°24'57"
Distance = 50.00'
Bearing = S 01°59'28" W
Distance = 77.91'

at 18

LOTS SHALL BE SERVED BY AN ON-SITE
SEWER TREATMENT FACILITY SYSTEM FOR RESIDENTIAL USE
ON-SITE SOIL EVALUATION SHALL BE PERFORMED
BY A REGISTERED ENGINEER AND/OR
REGISTERED SANITARIAN.



var of the
the ground,
and on the

STATE OF TEXAS:
COUNTY OF ELLIS: KNOW ALL MEN BY THESE PRESENTS:

That We, Michael R. Bengo, Sharron Bengo Hartley, Kirsten Bengo Hartley Farney, and Allison Bengo Hartley Silveira, being the owners of those certain tracts of land hereinafter described as follows:

PROPERTY DESCRIPTION:

BEING those certain lots, blocks or parcels of land being known and designated as LOT 14, Block 1, of SANGER CREEK NORTH, SECTION TWO, according to the plat thereof recorded in Cabinet A, Side 199, Plat Records, Ellis County, Texas, (PRECT), and all of LOTS 15 and 16, Block 1, of the Resubdivision of Lots 15 Through 20, Block 1, SANGER CREEK NORTH, SECTION TWO, according to the plat thereof recorded in Cabinet B, Side 214, Plat Records, Ellis County, Texas.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That We, Michael R. Bengo, Sharron Bengo Hartley, Kirsten Bengo Hartley Farney, and Allison Bengo Hartley Silveira, do hereby adopt this plat designating the hereinabove described property as a Minor Plat / Replat of LOT 14R, Block 1, of SANGER CREEK NORTH, SECTION TWO, and LOTS 15R and 16R, Block 1, of the Resubdivision of Lots 15 Through 20, Block 1, SANGER CREEK NORTH, SECTION TWO, (Being a replat of Lot 14, Sanger Creek North, Section Two, Cabinet B, Side 199, Plat Records, Ellis County, Texas, and Lots 15 and 16, Resubdivision of Lots 15-20, SANGER CREEK NORTH, SECTION TWO, Cabinet B, Side 214, Plat Records, Ellis County, Texas) and do hereby dedicate to Ellis County, for public use, the streets and alleys shown hereon, and do hereby reserve the easement strips shown on this plat for the accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fence, trees, shrubs or other growths or improvements which in any way endanger or interfere with the construction or maintenance of its respective system on any of those easement strips, and any public utility shall, at all times, have the right of ingress and egress to and from upon said easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity of any line of procuring the permission of anyone.

IN TESTIMONY WHEREOF, I HEREBY MY HAND, THIS THE 21 DAY OF DECEMBER 2015

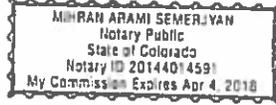
Michael R. Bengo, Sharron Bengo Hartley, Kirsten Bengo Hartley Farney, Allison Bengo Hartley Silveira (with Power of Attorney)

STATE OF Colorado
COUNTY OF Arapahoe

Before me, the undersigned authority, a Notary Public in and for the State of Colorado, on this day personally appeared Michael R. Bengo, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this 21 day of December, 2015

Notary Public in and for the State of Colorado

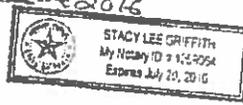


STATE OF TEXAS
COUNTY OF ELLIS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Sharron Bengo Hartley, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this 21 day of December, 2015

Notary Public in and for the State of Texas



STATE OF Wyoming
COUNTY OF Teton

Before me, the undersigned authority, a Notary Public in and for the State of Wyoming, on this day personally appeared Kirsten Bengo Hartley Farney, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this 2 day of January, 2016

Notary Public in and for the State of Wyoming



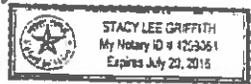
MICHAEL W. HARTLEY
AS POWER OF
ATTORNEY ON
BEHALF OF

STATE OF TEXAS
COUNTY OF ELLIS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Allison Bengo Hartley Silveira, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this 21 day of January, 2016

Notary Public in and for the State of Texas



Minor Plat - City of Waxahachie
Replat - Ellis County
Lots 14R, 15R, and 16R, of Block 1
SANGER CREEK NORTH
SECTION TWO
An Addition to Ellis County, Texas

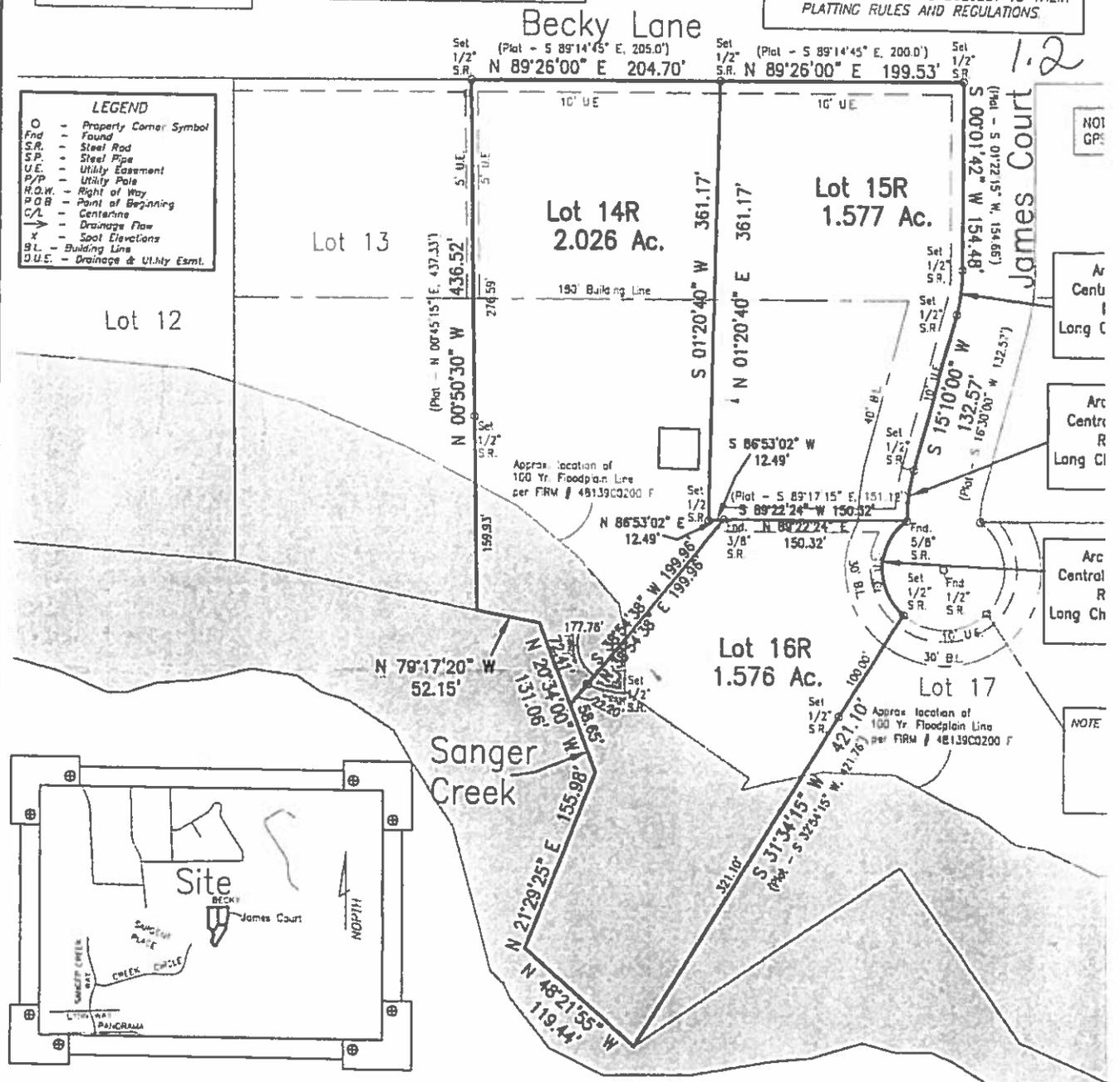
MINOR PLAT APPROVAL
1-7-2016
CITY OF WAXAHACHIE
ELLIS COUNTY, TEXAS
Director of Planning

ENGINEERS
D & M DAVIS & McDILL, Inc.
SURVEYORS
P.O. Box 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307
(A Texas licensed surveying firm # 101504-00 and a Texas licensed engineer firm # F-4470)

NOTE:
 Michael Benge
 c/o Sharon Hartley
 Waxahachie, Texas 75165
 Phone: 972-617-8257

ALL PROPERTY AND LOT CORNERS
 ARE SET 1/2" STEEL RODS UNLESS
 OTHERWISE SPECIFIED ON THE PLAT.

NOTE
 PROPERTY IS IN THE EXTRA TERRITORIAL
 JURISDICTION (ETJ) OF THE CITY OF
 WAXAHACHIE AND IS SUBJECT TO THEIR
 PLATING RULES AND REGULATIONS.



LOCATION MAP SCALE : 1" = 2000'
 STATE OF TEXAS
 COUNTY OF ELLIS

Certificate of approval by the Commissioners Court of Ellis County, Texas
 Approved this date, the _____ day of _____, 2015

County Judge, Carol Bush
 Dennis Robinson
 Commissioner Precinct # 1
 Lane Grayson
 Commissioner Precinct # 2
 Paul Parry
 Commissioner Precinct # 3
 Kyle Butler
 Commissioner Precinct # 4

This replat has been Preliminary/Final approved by the Department of Development for
 an on-site sewage facility system pending any and all information as may be required
 by the Ellis County Department of Development.

Public Works Director _____ Date _____

SURVEYOR'S DECLARATION
 THIS is to declare that I, Walter Keven Davis, a Registered Professional Land
 State of Texas, have plotted the above subdivision from an actual survey map
 and that all lot corners, angle points, and points of curve have been properly
 ground, and that this plat correctly represents that survey as conducted by me.

Walter Keven Davis
 Walter Keven Davis
 Texas Registration No. 4466



STATE OF TEXAS
 COUNTY OF Ellis

Before me, the undersigned authority, a Notary Public in and for
 the State of Texas, on this day personally appeared Walter Keven
 Davis, known to me to be the person whose name
 is subscribed to the foregoing instrument and acknowledged to me
 that he executed the same for the purpose and considerations
 therein expressed.

Given under my hand and seal of office, this 11th day of
 _____ 2015
James H. McMill
 James H. McMill
 My Commission Expires
 January 3, 2019
 Notary Public in and for the State of Texas



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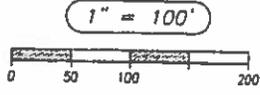
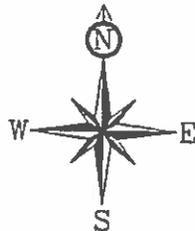
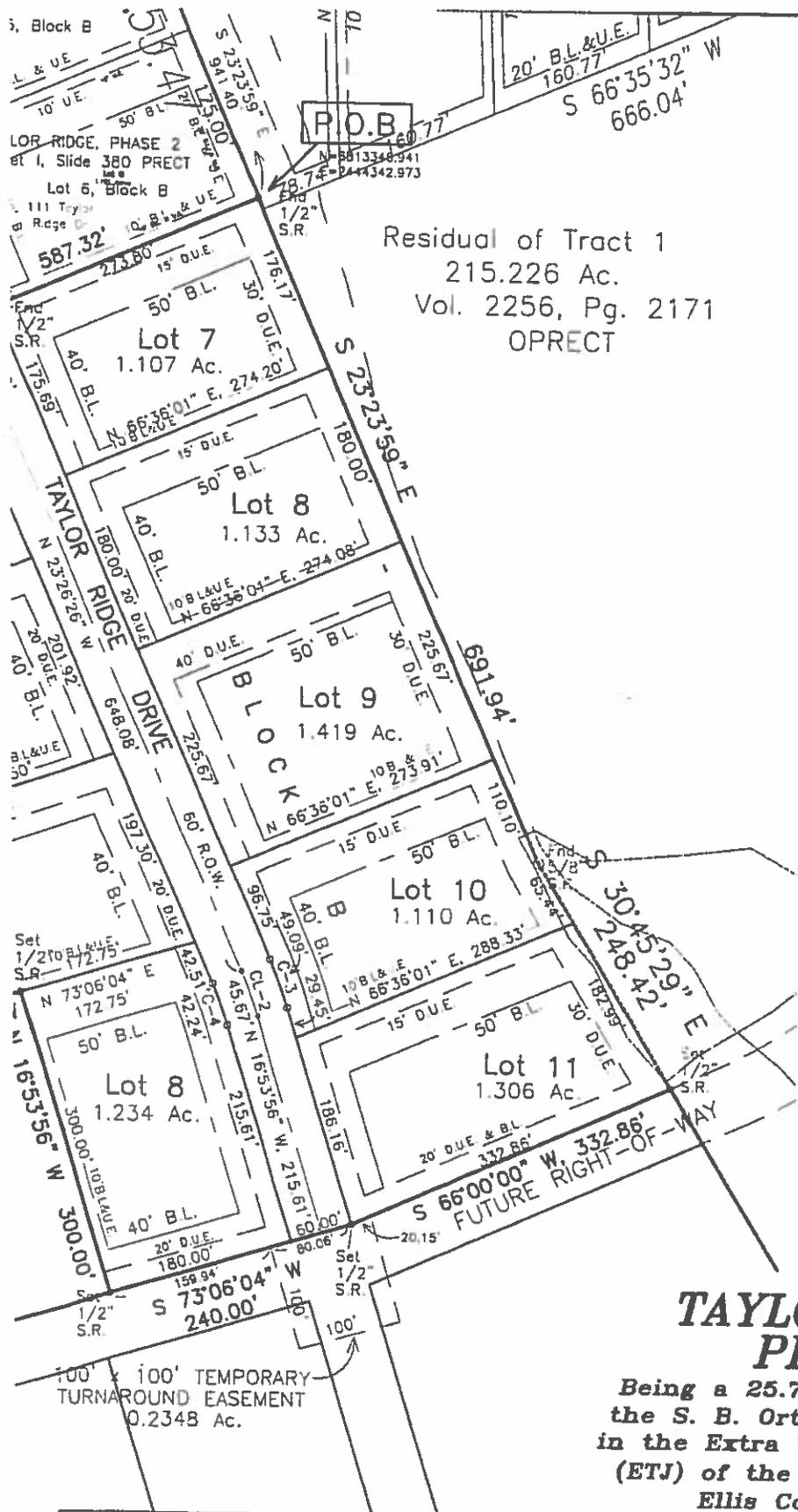
NOTE

Appr

By

Appr

1.3



GENERAL NOTES:

- 100 YEAR FLOOD NOTE:
NO 100 YEAR FLOODPLAIN PER FIRM MAP # 48139C0325F
ZONE: X UNSHADED
DATED: 6-03-2013
- DRAINAGE NOTE:
PERMANENT FENCING SHALL NOT BE ALLOWED WITHIN DRAINAGE EASEMENTS

NOTE:
ALL LOTS SHALL BE SERVED BY AN ON-SITE SEWAGE FACILITY SYSTEM FOR RESIDENTIAL USE. AN ON-SITE SOIL EVALUATION SHALL BE PERFORMED BY A REGISTERED ENGINEER AND/OR REGISTERED SANITARIAN.

NOTE:
THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE SUBDIVIDED TRACTS WILL REMAIN AS OPEN CHANNELS, AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE CREEKS OR DRAINAGE CHANNELS, AND, ELLIS COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE WAYS FOR THE CONTROL OF EROSION LOCATED ON PRIVATE PROPERTY.

**FINAL PLAT
TAYLOR RIDGE
PHASE 3**

Being a 25.784 Acre Addition in the S. B. Orton Survey, Abst. 813 in the Extra Territorial Jurisdiction (ETJ) of the City of Waxahachie Ellis County, Texas

Owner & Developer:
TREE HILL HOMES, LP
P.O. Box 571
Maypearl, Texas 76064
Ivan Brigman
Phone: 817-966-3888

D&M
ENGINEERS
SURVEYORS

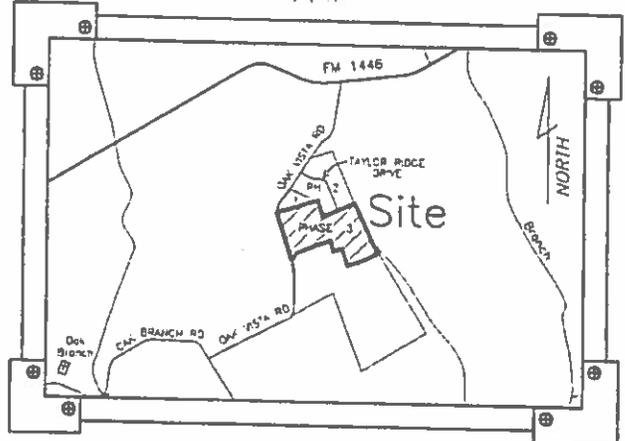
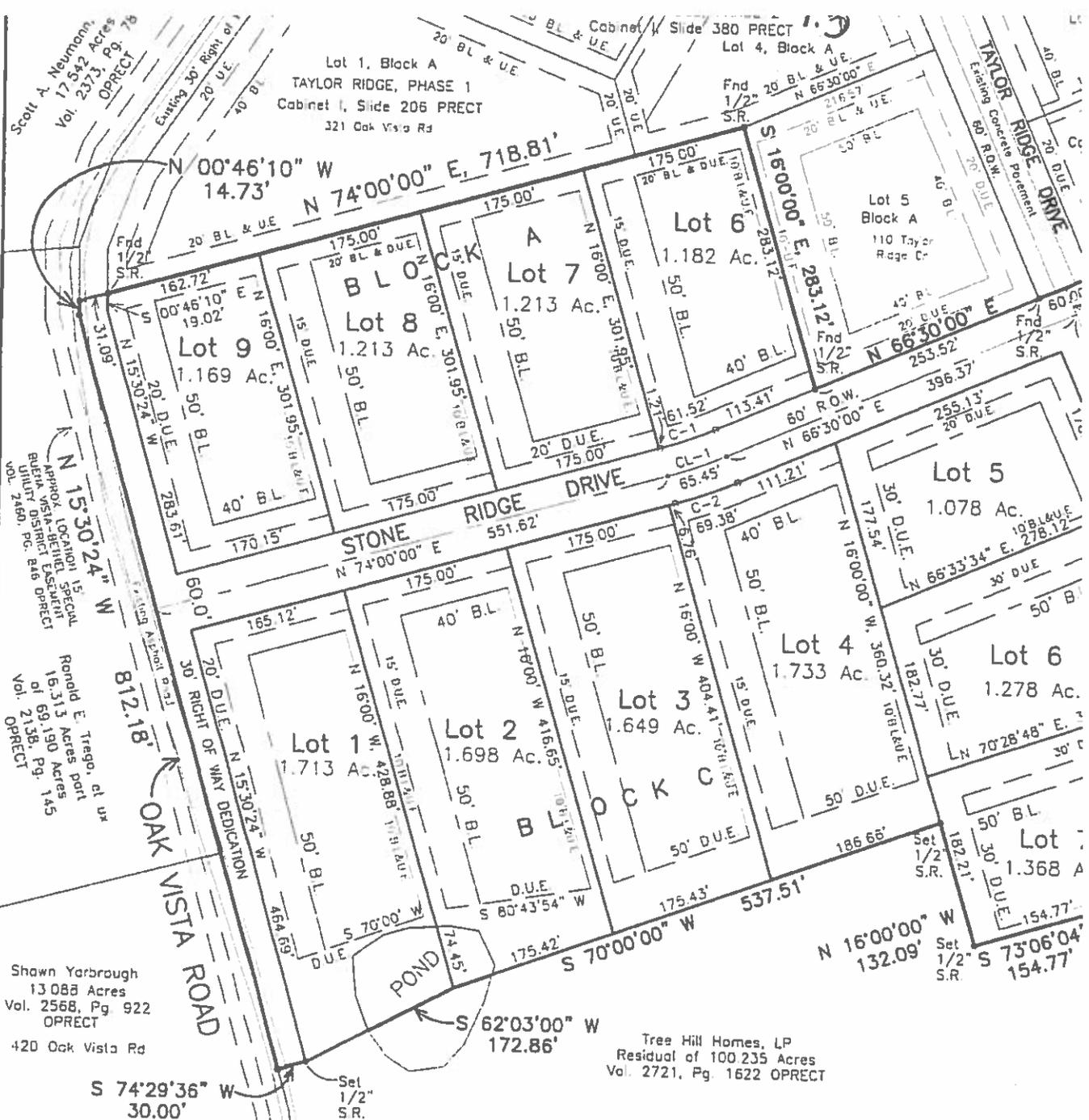
DAVIS & McDILL, Inc.
P.O. Box 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307

(A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

OF 2 SHEETS

Drawn by: K. Bohanon Date January 06, 2015

213-0037-PHASE-3
RASF-FINAL-PLAT



CURVE TABLE				
CURVE NO	CENTRAL ANGLE	RADIUS	ARC LENGTH	LONG CHORD
CL-1	7°30'00"	500.00'	65.45'	N 70°15'00" E, 65.40'
CL-2	6°32'30"	400.00'	45.67'	N 20°10'11" W, 45.64'
C-1	7°30'00"	470.00'	61.52'	S 70°15'00" W, 61.48'
C-2	7°30'00"	530.00'	69.38'	N 70°15'00" E, 69.33'
C-3	6°32'30"	430.00'	49.09'	N 20°10'11" W, 49.07'
C-4	6°32'30"	370.00'	42.24'	S 20°10'11" E, 42.22'

LEGEND
 O - Property Corner Symbol
 Fnd. - Found
 S.R. - Steel Rod
 U.E. - Utility Easement
 R.O.W. - Right of Way
 P.D.B. - Point of Beginning
 B.L. - Building Line
 D.U.E. - Drainage & Utility Easmt.

NOTE:
 ALL PROPERTY ANGLE CORNERS ARE SET STEEL RODS UNLESS OTHERWISE SPECIFIED ON THE PLAT

SHEET 1

2.1



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

February 3, 2016

Hon. Carol Bush
Ellis County
101 W. Main St
Waxahachie, TX 75165

Re: TAC Risk Management Pool Risk Control Reimbursement Program

Dear Judge Bush:

The TAC Risk Management Pool (TAC RMP) is excited to announce a new Risk Control program recently approved by the Pool's Board of Directors. The creation of the TAC RMP Risk Control Reimbursement Program (RCRP) will provide reimbursement funding to assist TAC RMP Members in developing, enhancing and maintaining effective risk control programs. The RCRP is voluntary and based on applications submitted by Members to TAC.

Available funds are based on the program lines each Member participated in at the end of the previous calendar year. Participation in the RCRP is limited to TAC RMP Members participating in the following lines of coverage:

- Workers' Compensation
- Public Officials Liability
- Automobile Liability
- Property
- Law Enforcement Liability

Two program categories are available:

- 1) **Risk Management Projects:** Members participating in the Auto Liability, Workers' Compensation, Public Officials Liability, and Property programs, and;
- 2) **Law Enforcement Projects:** Members participating in the Law Enforcement Liability program.

Funding for the RCRP program is limited. Available funds to the Member are not guaranteed and will be allocated based on the application submitted.

Based on Ellis County's current participation in the TAC RMP programs, the RCRP funds available for reimbursement in 2016 are as follows:

Risk Management Projects: \$30,000

Law Enforcement Projects: \$0

You must be a Member of an eligible line of coverage at the time of application, approval and reimbursement of funds to remain eligible for the RCRP. RCRP funds will be reduced if program participation changes.

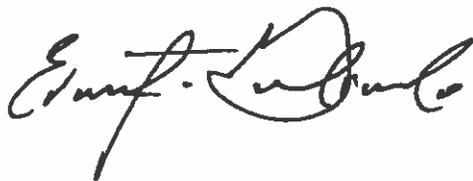
TAC RMP Members wishing to participate in the RCRP must complete a Program Application and Project Request form; applications are due by July 1, 2016. To receive reimbursement for *approved* projects, copies of receipts for project expenses must be submitted to TAC by December 1, 2016.

To learn more about the RCRP, visit the TAC website at www.county.org RCRP or contact one of your consultants at (800) 456-5974.

- Todd Kisel, Risk Management Consultant
- Isaac Garcia, Risk Control Consultant
- Thomas Kerss, Law Enforcement Consultant
- Diana Cecil, Human Resources Consultant

The Texas Association of Counties Risk Management Pool recently celebrated 40 years of providing risk management services to Texas county governments and is proud to offer this new program to its Members. The Pool values your continued participation and looks forward to providing comprehensive risk management services to Ellis County again this year. Should you have any questions, please call me at (800) 456-5794, ext. 3654.

Regards,



Ernesto Galindo
Texas Association of Counties
Assistant Director for Risk Control Services

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: Ellis County Precinct 2

Basis of Authority to Provide Service: Interlocal Agreement dated: January 25, 2016
per Commissioners Court Minute Order

Local Government Requesting Service: City of Alma, Texas

Description of Project to be Undertaken: Trim Trees

Location of Project to be Undertaken: Alma Dr. and Toth Rd.

Requested by: _____

Signature of
Ellis Co. Commissioner, Pct. 2

Department: Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2015/16.

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this 4 day of Feb, 2015/16.

Signature: [Signature]

Title: Mayor

On Behalf of: City of Alma

ORDINANCE NO. 15-1102-05

AN ORDINANCE OF THE CITY OF ENNIS, TEXAS, DESIGNATING REINVESTMENT ZONE NO. 56 STERILITE CORPORATION; PROVIDING ELIGIBILITY OF THE ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; CONTAINING FINDINGS THAT THE AREA QUALIFIES TO BE DESIGNATED AS A REINVESTMENT ZONE AND THE IMPROVEMENTS SOUGHT ARE FEASIBLE AND PRACTICABLE AND OF BENEFIT TO THE LAND AND THE CITY; AUTHORIZING A TAX ABATEMENT AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ennis, Texas, has caused notice to be published in a newspaper having general circulation in the City and has delivered such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property described herein; and

WHEREAS, the City Commission of the City of Ennis, Texas, in accordance with state law, has conducted a public hearing on the designation of the area described herein as a reinvestment zone; and

WHEREAS, the City Commission at such hearing invited interested parties to appear and contend for or against the creation of the reinvestment zone; and

WHEREAS, the City Commission authorizes the execution of a tax abatement agreement in accordance with the City of Ennis tax abatement policy;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENNIS, ELLIS COUNTY, TEXAS, THAT:

SECTION 1. The City Commission of the City of Ennis, Texas, finds that the area described herein will, if designated as a reinvestment zone, be reasonably likely to contribute to the retention or expansion of primary employment, and/or attract major investment in the zone that will be of benefit to the property and contribute to the economic development of the City. The City Commission further finds that the improvements sought are feasible and practicable and would be of benefit to the land to be included in the zone and to the City after the expiration of a tax abatement agreement.

SECTION 2. Pursuant to the provisions of Section 312.201 of the Texas Tax Code and in conformance to the City of Ennis' Comprehensive Policy Statement on Economic Development Incentives, the property described in Exhibit "A", attached hereto and made a part hereof for all purposes, is hereby designated as a reinvestment zone and for identification is assigned the name "Tax Abatement District No 56, Sterilite Corporation".

SECTION 3. The property and improvements within Reinvestment Zone No. 56 are eligible for commercial-industrial tax abatement effective on January 1, 2016.

SECTION 4. If any article, paragraph or subdivision, clause or provision of this Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 5. All provisions of ordinances of the City of Ennis, Texas, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. That written agreements with the property owner (a) located within the district (reinvestment zone) shall provide the terms regarding the duration of the exemption and share of taxable real and personal property value exempted from taxation as shown below.

1. Duration of exemption – Five (5) consecutive tax years beginning the tax year after improvements are completed.
2. Share of value exempt:
 - a. Value of improvements: \$17,000,000
 - b. Percentage of abatement: 75%
3. New Employees:
 - a. The minimum number of new employees is forty (40)
4. Partial (Employment Pro-Rated) tax abatement
 - a. Partial tax abatement shall be awarded in accordance with the City of Ennis Comprehensive Policy Statement on Economic Development Incentives as approved in Ordinance 14-11-02.

SECTION 7. That written agreements must include provisions for:

1. Listing the kind, number and location of all proposed improvements to the District; access to and inspection of property by municipal employees to ensure the improvements or repairs are made according to the specifications and conditions of the agreements; periodic manpower reports to confirm the number of employees added or retained as a result of the improvement; limiting the use of property consistent with the general purpose of encouraging development or redevelopment of the district (zone) during the period the property tax exemptions are in effect;
2. Recapturing property tax revenues lost as a result of the agreement if the owner of the property fails to complete, make and maintain the proposed \$17,000,000 improvements as provided in the agreement and the additional 40 new full-time employees as stated in the Company's Application for Industrial Tax Abatement and as required by the threshold criteria in the Comprehensive Policy Statement on Economic Development Incentives as approved in Ordinance 14-11-02.

3. A statement that actual construction of the improvements will begin no more that twelve (12) months from the date the tax abatement is approved. In the event of non-compliance with this provision, the application shall be null and void with the right to reapply.

SECTION 8. This Ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

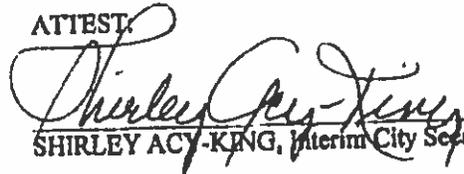
PASSED and APPROVED on first reading the 19th day of October, 2015

PASSED and APPROVED on second reading the 2nd day of November, 2015.

APPROVED:


RUSSELL R. THOMAS, Mayor

ATTEST:


SHIRLEY ACY-KING, Interim City Secretary

APPROVED AS TO FORM:


ROBERT E. HAGER, EEDC Attorney

Exhibit "A"
(Legal Description of Land to be attached)

THE STATE OF TEXAS
COUNTY OF ELLIS

§
§
§

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is entered into by and between the City of Ennis, Texas ("City"), a Texas local government, and Sterilite Corporation a Massachusetts corporation ("Owner") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS

WHEREAS, the City Commission of the City of Ennis, Texas (The "City"), desires to promote the development or redevelopment of a certain contiguous area within its jurisdiction by the creation of a reinvestment zone for industrial tax abatement; and,

WHEREAS, Sterilite Corporation wishes to make certain improvements to expand its business and to add employment in the City of Ennis, Texas; and,

WHEREAS, the City and Sterilite Corporation wish to enter in to a tax abatement agreement for taxable real and personal property for a period of five (5) years beginning the tax year after the effective date of this Agreement;

NOW, THEREFORE, or and in consideration of the mutual covenants and agreements contained herein, the City and Sterilite Corporation hereby agree as follows:

Article I

DEFINITIONS

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

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

"Base Year Taxable Value" shall mean the Taxable Value for the Land for the year in which this Agreement is executed (2015).

"City" shall mean the City of Ennis, Texas, acting by and through its city manager, or designee.

“Commencement of Implementation of Re-industrial Installation” shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for the Equipment; (ii) all necessary permits for the installation of the Equipment pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) installation and factory retooling of the Equipment.

“Completion of Implementation of Re-industrial Installation” shall mean: (i) substantial completion of the Equipment; and (ii) a final certificate of occupancy has been issued for the new facility and equipment.

“Effective Date” shall mean the last date of execution of this Agreement.

“Equipment” shall mean personal property, fixed assets, whether or not affixed to the land or building, other than land or buildings used in the manufacture, construction and/or distribution of goods located within the Tax Abatement Reinvestment Zone #56.

“Expiration Date” shall mean March 1 of the calendar year following the fifth (5th) anniversary date of the First Year of Abatement.

“First Year of Abatement” shall mean the calendar year commencing with January 1, 2017.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Land” means the real property described in Exhibit “A”.

“Owner” shall mean Sterilite Corporation a Massachusetts corporation.

“Premises” shall collectively mean land, buildings and fixture.

“Re-Industrial or Re-industrialization” shall mean the addition of the new and/or replacement of equipment on the Premises.

“Related Agreement” shall mean any agreement, if any, other than this Agreement, by and between City and Owner, its parent company, and any affiliated or related entity controlled or owned by Owner, or its parent company.

“Required Use” shall mean the continuous occupancy of the Premises and operation there as an industrial manufacturing site.

“Taxable Value” means the appraised value as certified by the Appraisal District as of January 1 of a given year.

“Taxable Personal Property” means equipment and personal property, as defined by the Texas Property Tax Code, located on real property within Tax Abatement Reinvestment Zone #56.

“Taxable Real Property” means personal property as defined by the Texas Tax Code, located on real property within Tax Abatement Reinvestment Zone #56.

Article II

GENERAL PROVISIONS

The City, after conducting such hearings and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

- a) That a public hearing on the adoption of the reinvestment zone has been properly called, held, and conducted and that notices of such hearings have been published as required by law; and**
- b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit “A”; and**
- c) That creation of the reinvestment zone for industrial tax abatement with boundaries as described in Exhibit “A” will result in benefits to the City and to the land included in the zone and the improvements sought are feasible and practical; and**
- d) That the reinvestment zone as defined in Exhibit “A” meets the criteria for the creation of a reinvestment zone as set forth in Section 3 of the Act in that it is “reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City”; and**
- e) That the reinvestment zone as defined in Exhibit “A” meets the criteria for the creation of a reinvestment zone as set forth in the City of Ennis Comprehensive Policy Statement on Economic Development Incentives.**

Article III

TAX ABATEMENT AUTHORIZED

3.01 That pursuant to Chapter 312, Subchapter 3 of the Texas Tax Code, the City has created a reinvestment zone (the “Zone”) for industrial tax abatement known as “Tax Abatement District No 56, Sterilite Corporation”, City of Ennis, Texas.

3.02 That said reinvestment zone will take effect upon and after its adoption.

3.03 That to be considered for execution of an agreement for tax abatement the industrial project shall:

- a) Be located wholly within the zone as established herein.
- b) Not include property that is owned or leased by a member of the City Commission of the City of Ennis or by a member of the Planning and Zoning Commission.
- c) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.

3.04. That written agreements with property owner (s) located within the Zone shall provide the terms regarding duration of exemption and share of taxable real property value exempted from taxation as shown below.

a) Duration of exemption – Five (5) consecutive tax years beginning January 1, 2017.

b) Value of Real Property and Equipment

Over the Base Tax Year

Percentage of Abatement

\$500,000 TO \$3,000,000	60%
\$3,000,000 TO \$6,000,000	65%
\$6,000,000 TO \$10,000,000	70%
\$10,000,000 TO \$50,000,000	75%
\$50,000,000 OR More	75%

c) Partial (Employment Pro-Rated) Tax Abatement:

1. A partial (employment pro-rated) tax abatement may be granted if fewer than fifteen (15) employees are added and all other threshold requirements are met. The partial (employment pro-rated) tax abatement will be calculated as a ratio of the actual jobs created (numerator) and the threshold employment level (fifteen [15] new jobs) (denominator) multiplied by the maximum percentage tax abatement for a given level of investment and fifteen (15) new jobs.
2. Example: An expansion creates five (5) new jobs and a \$5 million investment. The five (5) new jobs would result in a partial (employment pro-rated) tax abatement of 5/15ths or 33.33 percent of the maximum abatement of 65.0 percent allowed for a \$5 million expansion with fifteen (15) employees. The resulting partial (employment pro-rated) tax abatement for five (5) employees and a \$5 million investment would be 21.66 percent ($5/15 \times 65.0 = 21.66$).
3. Each partial (employment pro-rated) abatement will be evaluated annually and will be adjusted upward or downward annually to reflect employment changes (upward or downward) as a percentage of the employment level required for a maximum abatement.

Article IV.

EQUIPMENT

4.1 Owner owns the Land and intends to install thereon the Equipment on the Premises. Nothing in this Agreement shall obligate Owner to purchase and install on the Premises or to locate the Tangible Personal Property on the Premises, but said actions are conditions precedent to tax abatement pursuant to this Agreement.

4.2 As a condition precedent to the initiation of the Owner's tax abatement pursuant to this Agreement, Owner agrees, subject to events of Force Majeure, to cause Re-industrialization of the land, buildings and fixtures to occur on or before January 1, 2017, and subject to events of Force Majeure to cause Completion of Construction of the Equipment on the Premises to occur on or before January 1, 2017, as good and valuable consideration for this Agreement, and that all construction of the Equipment will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof). The January 1, 2017 date shall be extended by an amount equal to the length of any Force Majeure event, plus a reasonable time to permit restart of construction and/or installation of new equipment.

4.3 Construction plans for the Equipment installed on the Land and Premises will be filed with the City, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

4.4 Owner agrees to maintain the Equipment on the Premises during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.

4.5 The City, its agents and employees shall have the right of access to the Premises during and following construction to inspect the Equipment, land and buildings at reasonable times and with reasonable notice to Owner, and in accordance with visitor access and security policies of the Owner, in order to insure that the construction and installation of the Equipment, land and buildings are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

Article V

DEFAULT: RECAPTURE OF TAX REVENUE

5.1 In the event the Owner of the Property (i) fails to complete, make and maintain the proposed \$17,000,000 improvements as provided in the agreement and the additional forty (40) new full-time employees as stated in the Company's Application for Industrial Tax Abatement and as required by the threshold criteria in the Comprehensive Policy Statement on Economic Development Incentives as approved in Ordinance 14-11-02, (ii) fails to cause Commencement and/or Completion of Construction of the Equipment, land and buildings in accordance with this Agreement or in accordance with applicable State or local laws, codes or regulations; (iii) has

delinquent ad valorem or sales taxes owed to the City (provided Owner retains its right to timely and properly protest such taxes or assessment); (iv) suffers an event of "Bankruptcy or Insolvency"; or (v) breaches any of the terms and conditions of this Agreement or a Related Agreement, then Owner after the expiration of the notice and cure periods described below, shall be in default of this Agreement. As liquidated damages in the event of such default, the Owner shall, within thirty (30) days after demand, pay to the City all taxes which otherwise would have been paid by the Owner to the City without benefit of a tax abatement, for the property the subject of this Agreement at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalty. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated tax, including interest, as a result of this Agreement, shall be recoverable against the Owner, its successors and assigns and shall constitute a tax lien against the Premises, and shall become due, owing and shall be paid to the City within thirty (30) days after notice of termination.

5.3 Upon breach by Owner of any of the obligations under this Agreement, the City shall notify Owner in writing, which shall have thirty (30) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within such 30-day period, and Owner has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the City may extend the period in which the default must be cured.

5.4 If Owner fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement by providing written notice to Owner.

5.5 Upon termination of this Agreement by City, all tax abated as a result of this Agreement, shall become a debt to the City as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The City shall have all remedies for the collection of the abated tax provided generally in the Tax Code for the collection of delinquent property tax. The City at its sole discretion has the option to provide a repayment schedule. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the Equipment, land and buildings without tax abatement for the years in which tax abatement hereunder was received by Owner, as determined by the Appraisal District, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

Article VI

ANNUAL TAX ABATEMENT AUDIT

It shall be the responsibility of Owner to annually provide a Certified and Notarized "Annual Tax Abatement Audit Report" with the City upon request. The Audit Report is used by the City to ensure Owner is in compliance with the terms and conditions set forth in this Agreement.

Article VII

MISCELLANEOUS

8.1 Notice. All notices required or permitted to be delivered hereunder shall be deemed received three (3) days after sent by United States Mail, postage prepaid, certified mail, return receipt requested addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: City Manager
City of Ennis, Texas
P. O. Box 220
Ennis, Texas 75120

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith,
L.L.P.
1800 Ross Tower, 500 North Akard
Dallas, Texas 75201

If intended for Owner, to:

Attn: Steven L. Stone
Executive Vice President
Sterilite Corporation
30 Scales Lane
Townsend, MA 01469

With a copy to:

General Counsel
P.O. Box 8001
Townsend, MA 01469-8001

8.2 Authorization. This Agreement was authorized by ordinance of the City Commission.

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

8.4 Governing Law. This Agreement governed by the laws of the State of Texas. Venue for any action under this Agreement shall be Ellis County, Texas.

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

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

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

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

8.9 Employment of Undocumented Workers. During the term of this Agreement Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), such Owner shall repay the amount of the abated taxes pursuant to this Agreement as of the date of such violation within one hundred twenty (120) days after the date such Owner is notified by City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Owner is not liable for a violation of this section by a subsidiary, affiliate, tenant, or franchisee of the Owner or by a person with whom such Owner contracts.

8.10 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

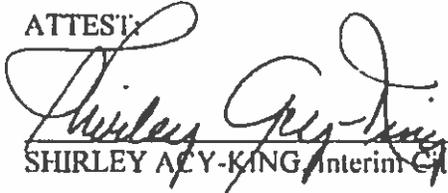
8.11 Successor and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. This Agreement may not be assigned without the prior written consent of the City Manager, which consent shall not be unreasonably withheld, conditioned or delayed.

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

8.13 Further Assurances. The parties shall execute such further documents and do any and all such other things that may be necessary to implement and carry out the intent of this Agreement.

EXECUTED effective this 11th day of November, 2015.

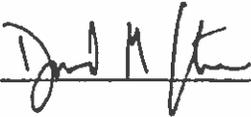
ATTEST:


SHIRLEY ACY-KING, Interim City Secretary

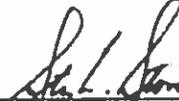
CITY OF ENNIS, TEXAS


RUSSELL R. THOMAS, Mayor

ATTEST:



STERILITE CORPORATION


STEVEN STONE, Executive Vice President

APPROVED AS TO FORM:


ROBERT E. HAGER, EEDC Attorney

Exhibit "A"

Legal Description of Land, 49.295 Acres (Source: ALTA Survey)

BEING a 49.295 acre tract of land situated in the Thomas McKinney Survey, Abstract No. 687, City of Ennis, Ellis County, Texas, said tract being all of a called 40.929 acre tract of land described in deed Marcus J. Walker and Shirley Walker, as recorded in Volume 661, Page 651, Deed Records, Ellis County, Texas, all of a called 4.497 acre tract of land described in deed Marcus Walker and Darlene Walker, as recorded in Volume 643, Page 64 of said Deed Records, all of a two 1.0 acre tracts of land described in deed M.J. Walker and Darlene Walker, as recorded in Volume 611, Page 359 of said Deed Records, and part of a called 2.0 acre tract of land described in deed M.J. Walker and Shirley Darlene Walker, as recorded in Volume 601, Page 230 of said Deed Records, said 49.295 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a PK Nail set for the east corner of said 4.497 acre tract and the north corner of a called 1.0 acre tract of land described in deed to Sandra Marie Massey, as recorded in Volume 2262, Page 2250 of said Deed Records, said corner being in the center of Rudd Road, an 18 ft. paved public road (No Record Found);

THENCE South 59 degrees 05 minutes 08 seconds West, with the common boundary line of said 4.497 acre tract and said 1.0 acre tract, passing a 1/2 inch iron rod found at a distance of 20.09 feet, and passing the west corner of said 1.0 acre tract and the north corner of a called 0.217 acre tract of land described in deed to Sandra Marie Massey, as recorded in Volume 2262, Page 2250 of said Deed Records, a total distance of 276.38 feet to a 1/2-inch iron rod found for the south corner of said 4.497 acre tract and the west corner of said 0.217 acre tract, said corner being in the northeast boundary line of said 40.929 acre tract;

THENCE South 30 degrees 15 minutes 58 seconds East, with the common boundary line of said 40.929 acre tract and said 0.217 acre tract, a distance of 162.33 feet to a 1/2 inch iron rod set for the east corner of said 40.929 and the north corner of a called 40.2536 acre tract of land described in a deed of trust, as recorded in Volume 2410, Page 247 of said Deed Records;

THENCE South 59 degrees 42 minutes 11 seconds West, with the common boundary line of said 40.929 acre tract and said 40.2536 acre tract, a distance of 1196.76 feet to a 1/2 inch iron rod set for the west corner of said 40.2536 acre tract and the south corner of 40.020 acre tract, said corner being in the northwest boundary line of a called 104.5 acre tract of land described in deed to Gene Dalrymple, as recorded in Volume 489, Page 27 of said Deed Records;

THENCE North 30 degrees 00 minutes 00 seconds West, with the common boundary line of said 40.929 acre tract and said 104.5 acre tract, passing the north corner of said 104.5 acre tract and the southerly east corner of a called 212.552 acre tract of land described in deed to Raymond E. Marak, et ux. as recorded in Volume 525, Page 639 of said Deed Records, a total distance of 1491.58 feet to a 1/2 inch iron pipe found for the west corner of said 40.929 acre tract and an ell corner of said 212.552 acre tract;

THENCE North 59 degrees 24 minutes 29 seconds East, with the northwest boundary line of said 40.929 acre tract and the northerly southeast boundary line of said 212.552 acre tract, passing the north corner of said 40.929 acre tract and the west corner of the aforementioned 2.0 acre tract, a total distance of 1422.39 feet to a Texas Department of Transportation (TXDOT) monument found for corner in the south right-of-way line of US Highway 287 (US-287), a variable width right-of-way;

THENCE South 30 degrees 23 minutes 26 seconds East, with the south right-of-way line of said US-287, a distance of 68.74 feet to a TXDOT monument found for corner;

THENCE North 60 degrees 20 minutes 19 seconds East, continuing with the south right-of-way line of said US-287, a distance of 40.48 feet to a PK Nail found for corner in the northeast boundary line of said 2.0 acre tract and in the center of said Rudd Road;

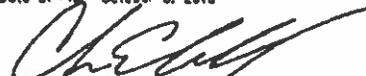
THENCE South 30 degrees 24 minutes 40 seconds East, with the center of said Rudd Road and the northeast boundary lines of said 2.0 acre tract, said 1.0 acre tracts, and said 4.497 acre tract, a distance of 1264.38 feet to the POINT OF BEGINNING AND CONTAINING 2,147,287 square feet or 49.295 acres of land.

SURVEYOR'S CERTIFICATE

To: Sterilite Corporation, a Massachusetts corporation; M.J. Walker a/k/a Marcus Walker a/k/a Marcus J. Walker and wife Shirley Darlene Walker a/k/a Shirley Walker a/k/a Darlene Walker; Fidelity National Title Insurance Company; and FNF Lawyers Title of DFW, Inc., d/b/a Lawyers Title Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 8, and 11(a) of Table A thereof. The field work was completed on September, 2015.

Date of Plat: October 6, 2015


CHRIS E. GRIFFITH
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 4846



Industrial Tax Abatement Application Form

Instructions: Please print or type. Submit the completed and signed original application form with the required attachments to: City of Ennis,
Economic Development Coordinator, PO Box 220, Ennis, Texas 75120

1. Date: September 25, 2015
2. Legal Name of Firm, Partnership or Corporation and mailing address
Please print or type
Sterilite Corporation
30 Scales Lane
Townsend, MA 01469
- | | |
|--|-----|
| 2a. Have you received a previous tax abatement from the City of Ennis? | |
| Yes | Y/N |
| 2b. If yes, when? | |
| 2000-2005 | Y/N |
3. Number of new employees to be added?
(a minimum of 15 new, permanent, full-time jobs are required) 40 FTEs
4. Number of acres of property to be developed? 48 +/-
- 4a. Plat of property and development or site plan attached?
(official survey with metes and bounds required) ALTA Survey Attached
Plat & Final Site Plan TBD
5. Estimated value of existing real property to be developed? \$750,000 Purchase Price
6. Estimated value of real property improvements?
(a minimum of \$500,000 investment is required) \$17,000,000 Const. Cost Est.
7. Estimated value of existing inventory? \$0.00
8. Estimated value of inventory to be added? \$6,000,000*
9. Estimated value of existing personal property? \$0.00
10. Estimated value of taxable personal property improvements? \$500,000
11. Total estimated value of taxable investment to be made?
(Total of Items 6, 8 & 10) \$23,500,000

12. Description of real property improvements to be made: *Inventory will increase and decrease over the year

Company will construct a new 400,000 sq. ft. warehouse and distribution center.

13. Description of Public Services required for the project or new facilities:

Water:	12" Line
Wastewater:	8" Line
Railway:	None
Natural Gas:	3" Line; 8M to 10M Btu Annually
Electricity:	480V/1000 to 1500 A/3 Phase

14. One year development schedule

	Full Time Employees	Capital Improvements
1st Quarter:	20	\$17.5M (Items 6+10)
2nd Quarter:	20	\$0.00
3rd Quarter:	0	\$0.00
4th Quarter:	0	\$0.00

Industrial Tax Abatement Application Form (page 2)

15. Impact on the Ennis Independent School District?

Company will pay ISD property taxes on the assessed value of the new facility for many years to come. Company cannot estimate the number of students who will attend EISD schools whose parents are employed at the new facility.

16. Benefit to the local economy?

Jobs: 40 New FTEs; Utilities and other local spending as a result of the operation, impact the City's utility operations and also local sales tax receipts.

17. Annual payroll of NEW employees?

\$1,400,000

18. Description of product to be manufactured?

This facility will allow Company to increase manufacturing capacity at its existing facility. As the largest plastic housewares company in North America, the Company's broad line features some of the most innovative and distinctive products available on the market today, including food storage containers and laundry / utility products to home storage and organization products in every shape, size and color.

19. Lifespan of all real property improvements?

40-Year Useful Life.

20. Identification of all Pollutants and Emissions:

TYPE	QUANTITY (Annual)
Air:	None
Noise:	None
Solid Waste:	None: Typical packaging material and pallets; Recycling prgm. in place.
Wastewater:	None: Typical employee bathroom and breakroom facilities.

21. Certification there is no unacceptable environmental impact as a result of the improvement and subsequent operations received?

Yes	Y/N
-----	-----

22. Project is in compliance with relevant zoning requirements.

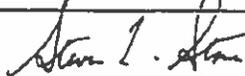
Yes	Y/N
-----	-----

23. Certification of compliance with Texas Government Code, Chapter 2264, Subchapter B. Company does not and will not employ an undocumented worker.

Yes	Y/N
-----	-----

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

Sign here:



Steven Stone
Executive Vice-President, Treasurer & Secretary

Phone: 978.597.1121

Date:

Submitted By: (please print)

Name:	
Title:	
Date:	

Received by the City of Ennis: (please print)

Name:	
Title:	
Date:	

For assistance in completing this form call the City of Ennis at 972-921-4794

2.4

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF ITALY**

THIS AGREEMENT is entered into on this _____ day of _____ 2016, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Italy, a local government as defined by Article 791.003(4) of the Texas Government Code. hereinafter referred to as Lessee.

RECITALS:

- WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows:

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 21, 2016 through May 9, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Jana Onyon, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

LESSEE: Name of Entity CITY OF ITALY
 Name of Contact TERI MURDOCK
 Address for Notice P.O. BOX 840
 ITALY, TEXAS 76651

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

14. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.

15. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Ellis County, Texas.

16. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

17. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, agency, or any other similar relationship between the parties. The Lessee acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

18. Ellis County is not obligated nor is it expected to file, defend the filing of, intervene into, or otherwise join or participate in any way in any litigation that may be filed by or against Lessee relating in any way either directly or indirectly to the use of the leased equipment or any training relating thereto. Should litigation be instituted by any other person or entity, Lessee shall, to the extent permitted by law, hold harmless and indemnify Ellis County against all claims, costs and expenses, including attorney's fees, arising from the use of the leased equipment and/or any training relating thereto, as well as any other action filed against Lessee or Ellis County or the Ellis County Elections Office's actions associated with this agreement.

19. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.

20. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Lessee, County, and the County Elections Office.

21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas:

Lessee:

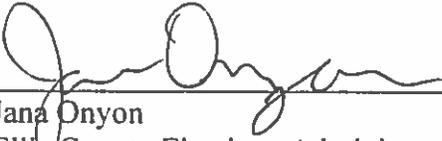
Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

Cindy Polley
Ellis County Clerk



Jana Onyon
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF MANSFIELD**

THIS AGREEMENT is entered into on this _____ day of _____ 2016, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Mansfield, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 21, 2016 through May 9, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

10. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

11. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

12. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Jana Onyon, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

21. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas:

Lessee:

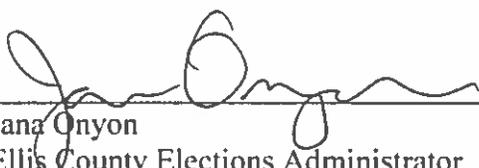
Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

Cindy Polley
Ellis County Clerk



Jana Onyon
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF MAYPEARL**

THIS AGREEMENT is entered into on this _____ day of _____ 2016, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Maypearl, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service." as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 21, 2016** through **May 9, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Jana Onyon, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

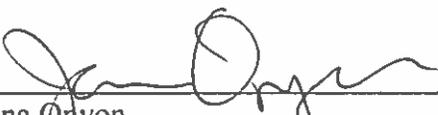
Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

Cindy Polley
Ellis County Clerk



Jana Onyon
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF OVILLA**

THIS AGREEMENT is entered into on this _____ day of _____ 2016, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Ovilla, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows:

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 21, 2016** through **May 9, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Jana Onyon, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas:

Lessee:

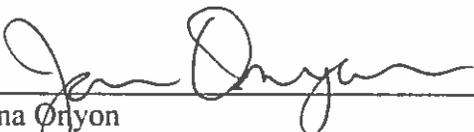
Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

Cindy Polley
Ellis County Clerk



Jana Ornyon
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF OAK LEAF**

THIS AGREEMENT is entered into on this _____ day of _____ 2016, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Oak Leaf, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 21, 2016 through May 9, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Jana Onyon, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas:

Lessee:

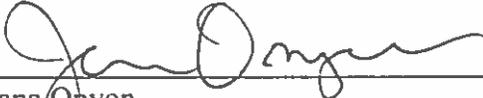
Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

Cindy Polley
Ellis County Clerk



Jana Onyon
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF PALMER**

THIS AGREEMENT is entered into on this _____ day of _____ 2016, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Palmer, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service." as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of \$324.17 per machine paid in advance. Said payment is for a period of **April 21, 2016** through **May 9, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Jana Onyon, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

Lessee:

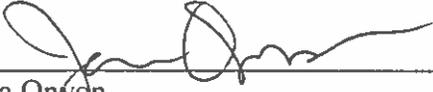
Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

Cindy Polley
Ellis County Clerk



Jana Onyon
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
MAYPEARL ISD**

THIS AGREEMENT is entered into on this _____ day of _____ 2016, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and Maypearl ISD, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS: The sharing of voting machines constitutes a "governmental function and service." as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 21, 2016** through **May 9, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not. Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Jana Onyon, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas:

Lessee:

Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

Cindy Polley
Ellis County Clerk



Jana Onyon
Ellis County Elections Administrator

Name of Lessee (City, School District, or
Special District)

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
PALMER ISD**

THIS AGREEMENT is entered into on this _____ day of _____ 2016, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and Palmer ISD, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 21, 2016 through May 9, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Jana Onyon, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

LESSEE: Name of Entity PALMER ISD
 Name of Contact STACY STONE
 Address for Notice P.O. BOX 790
 PALMER, TEXAS 75152

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

14. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.

15. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Ellis County, Texas.

16. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

17. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, agency, or any other similar relationship between the parties. The Lessee acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

18. Ellis County is not obligated nor is it expected to file, defend the filing of, intervene into, or otherwise join or participate in any way in any litigation that may be filed by or against Lessee relating in any way either directly or indirectly to the use of the leased equipment or any training relating thereto. Should litigation be instituted by any other person or entity, Lessee shall, to the extent permitted by law, hold harmless and indemnify Ellis County against all claims, costs and expenses, including attorney's fees, arising from the use of the leased equipment and/or any training relating thereto, as well as any other action filed against Lessee or Ellis County or the Ellis County Elections Office's actions associated with this agreement.

19. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.

20. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Lessee, County, and the County Elections Office.

21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas:

Lessee:

Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

Cindy Polley
Ellis County Clerk

Name of Lessee (City, School District, or
Special District)



Jana Ornyon
Ellis County Elections Administrator

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
RED OAK ISD**

THIS AGREEMENT is entered into on this _____ day of _____ 2016, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and Red Oak ISD, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

- WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of \$324.17 per machine in total of \$648.34 for two machines paid in advance. Said payment is for a period of April 21, 2016 through May 9, 2016 and is due by 2:00 p.m. the tenth day before the lease period begins. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with TWO (2) AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Jana Onyon, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas:

Lessee:

Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)

Cindy Polley
Ellis County Clerk

Name of Lessee (City, School District, or
Special District)



Jana Onyon
Ellis County Elections Administrator

Telephone: _____

E-Mail: _____

2.6

**2016 State & Local Task Force Agreement
Dallas Field Division
Tactical Diversion Group
Ellis County Sheriff's Office**

This agreement is made this 1st day of October, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Ellis County Sheriff's Office (hereinafter "ECSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Dallas/Fort Worth, the parties hereto agree to the following:

1. The Dallas Field Division Task Force will perform the activities and duties described below:

a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the Dallas/Fort Worth area;

b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and

c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the Dallas Field Division Task Force, the ECSO agrees to detail one (1) experienced officer to the Dallas Field Division Task Force for a period of not less than two years. During this period of assignment, the ECSO officers will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.

3. The ECSO officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The ECSO officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Dallas Field Division Task Force, DEA will assign four (4) Special Agents and two (2) Diversion Investigators to the Task Force. DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and equipment to support the activities of the

DEA Special Agents and ECSO officers assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force officers must record their work hours via DEA's activity reporting system.

6. During the period of assignment to the Dallas Field Division Task Force, the ECSO will be responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the agency/department for overtime payments made by it to ECSO officers assigned to the Dallas Field Division Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,548.00), per officer. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the ECSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The ECSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The ECSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The ECSO shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The ECSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The ECSO agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The ECSO acknowledges that this agreement will not take effect and no Federal funds will be awarded to the ECSO by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the ECSO shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2016. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by ECSO during the term of this agreement.

For the Drug Enforcement Administration:

Craig M. Wiles
Special Agent in Charge

Date: _____

For the Ellis County Sheriff's Office

Johnny Brown
Ellis County Sheriff

Date: _____