

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

A2

NAME: Mark Arnold

TITLE: County Extension Agent – Agriculture

COUNTY: Ellis

MONTH: January 2018

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
1/2	Waxahachie Area; Master Gardener Board Meeting	2		
1/3	Waxahachie Area; 4-H Beef Project Workday	16		
1/5	Waxahachie Area; Set up for 4-H Project Show	27		
1/6	Waxahachie Area; 4-H Winter Project Show	7		
1/7	Waxahachie Area; 4-H Winter Project Show	19		
1/8	Waxahachie area; Producer Consult	16		
1/9	Waxahachie Area-Midlothian Area; Master Gardener Training/4-H Project Visit	39		
1/10	Waxahachie-Waco-Return; Blackland Income Growth Conference	137		
1/17	Waxahachie Area; Row Crop Producer Training-Auxin Herbicide	16		
1/18	Waxahachie-Fort Worth; FWSSR Jr. Heifer Show	51		
1/19	Fort Worth Area; FWSSR Jr. Heifer Show	16		
1/20	Fort Worth Area; FWSSR Jr. Heifer Show	15		
1/21	Fort Worth Area; FWSSR Jr. Heifer Show	18		
1/22	Fort Worth-Waxahachie; FWSSR Jr. Heifer Show	62		
1/24	Waxahachie Area; Leadership Advisory Board Meeting/ Ellis County Youth Expo Meeting	37		
1/29	Waxahachie-Fort Worth; FWSSR Jr. Steer Show	50		
1/30	Fort Worth Area; FWSSR Jr. Steer Show	12		
1/31	Fort Worth Area; FWSSR Jr. Steer Show	17		

Other expenses in 2018 (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: 2/9/18

Signed: Maui Eld

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 557

Selected major activities since last report

January 2018

- 1/2 Agent met with 11 Master Gardener Board of Directors and officers to discuss association business and program planning for 2018.
- 1/3 Agent assisted and advised 27 4-H members, leaders and parents during 4-H Beef Project Workshop designed to help members prepare for upcoming winter major shows and the Ellis County Youth Expo in March.
- 1/6-7 Agent assisted 4-H Agent, leaders, parents, members and other volunteers as needed to implement and complete the 2018 Ellis County 4-H Winter Project Show for sheep, goats and swine.
- 1/9 55 Master Gardener volunteers met for monthly meeting and continuing education. Texas Super Star Plant promotions and items related to the upcoming Lawn and Garden Expo on March 24, 2018.
- Agent assisted Turkey/Poultry Project families with culling and show project selection. 2 Ellis County 4-H members will be exhibiting Market Turkey projects at the San Antonio, Houston and Austin Livestock Shows.
- 1/10 Agent attended the annual B.I.G. (Blackland Income Growth) Conference in Waco. Numerous Ellis County Ag producers attend each year for the educational workshops in Beef, Forage, Grain, Cotton, Wildlife and Horticultural areas.
- 1/17 Agent conducted and taught required Texas Department of Agriculture Auxin Herbicide Training to 26 Ellis County row crop and cotton producers. TDA requires that anyone applying these herbicides, must participate in one of these trainings.
- 1/18 Agent provided and assisted with Row Crop Producers Educational program where 3 CEU's for TDA applicators were offered. Sprayer and nozzle selection, sprayer clean out and calibration topics covered. 25 attending.
- 1/18-22 Fort Worth Stock Show Junior Heifer Show. Agent assisted and advised 18 Ellis County 4-H Beef Project members in preparation of exhibition of their projects. Several high placing honors were received by local 4-H members.
- 1/24 4 Ellis County Leadership Advisory Board members met with Extension staff to discuss and evaluate programming, identify issues and current county situations and program needs.
- Agent met with 23 FFA advisors, show officials and volunteers to discuss and make plans for the upcoming Ellis County Youth Expo March 25-31, 2018.
- 1/29-31 Fort Worth Stock Show Junior Steer Show. Agent assisted and advised 13 Ellis County 4-H Beef Project members in preparation of exhibition of their projects.

Educational Programming

Programs	6
Participants	204

Educational Contacts

Site Visits 4-H	5
Site Visits Ag	2
Telephone	106
MG/MN Telephone	75
Office Visits	80
E-Mails	1765
Newsletter/Letters	248
E-Gardening Newsletters	1574

Media Outreach:

Website hits	342
News Releases	3
Facebook posts	12
MG/MN new releases	3
MG/MN magazine	4
MG TV/Radio	4

Major plans for next month

2/1,6,8,13,15,20,22,27	Master Gardener Intern Training Class
2/1-2	Fort Worth Stock Show Junior Steers – Fort Worth
2/5	Annual Performance Appraisal Conference with DED - Waxahachie
2/12	Row Crop Producer Training for Required TDA Auxin Herbicide Training - Bardwell
2/13-16	San Antonio Stock Show, Junior Heifers – San Antonio
2/19-23	San Antonio Stock Show, Junior Steers – San Antonio
2/25	San Antonio Stock Show, 4-H FFA Livestock Judging Contest – San Antonio
2/26,28	Ellis County 4-H Members County Show Entry Sign Ups – Waxahachie
2/27	Ellis County Youth Expo Show Committee Meeting – Waxahachie

Mark Arnold**Name****County Extension Agent - Agriculture****Title****Ellis****County****2/9/18****Date**

TEXAS A&M AgrLife EXTENSION

The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL

NAME: Megan Parr

TITLE: County Extension Agent - 4-H

COUNTY: Ellis

MONTH: January 2018

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
01/04	TAE4-HA Meeting/PDC @ Belton	230		
01/14	Fort Worth-Dairy Goats & Dairy Cattle	100		
01/15	Fort Worth-Dairy Goats, Longhorns, Wildlife Challenge & Equine IQ	100		
01/19	Fort Worth-Beef Heifer	100		
01/20	Fort Worth-Heifers	100		
01/21	Fort Worth-Heifer	100		
01/24	Shields Elementary-Rocketry Program (Red Oak)	35		
01/24	Fort Worth-Horse Show	100		
01/25	Shields Elementary-Rocketry Program (Red Oak)	35		
01/26	Fort Worth-Lamb & Goat Show	100		
01/27	Fort Worth-Lamb & Goat Show	100		
01/28	Fort Worth Lamb & Goat Show	100		
01/30	Project Visit-Palmer & club meeting	22		
01/31	Fort Worth-Barrows & Steers	100		
Total		1322		

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 02/07/2018

Signed: _____

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
January 2018

Selected major activities since last report**Miles traveled: 1322**

- 01/2-County Council/ALA-Agent led program on Leadership *15 youth, 10 adults*
- 01/04-TAE4-HA District meeting (agent serves as District Director) + Professional Development Committee meeting, Belton
- 01/6-7-New Year Bash (jackpot show hosted by Adult Leaders Association & Livestock Coalition) *30 goats, 22 lambs, 190 hogs, 29 dairy goats*
- 01/11-Club Manager meeting *8 adults*
- 01/12-Meeting with Farm Bureau to discuss upcoming programs
- 01/14-15 Fort Worth Stock Show-Dairy Goats (10 youth), Longhorns (2 youth), Equine IQ (2 youth), Wildlife Challenge (11 youth)
- 01/18-United Way meeting
- 01/19-All 4-Him 4-H, agent presented program on Recordbooks *17 youth, 8 adults*
- 01/19-21 Fort Worth Heifer Show (22 heifers)
- 01/22-Livestock 4-H meeting, agent presented program on Recordbooks *25 youth, 10 adults*
- 01/24-25-Shields Elementary Rocketry Program *100 youth, 2 adults*
- 01/24-ECYE Show Committee Meeting
- 01/25-Livestock Skill-a-Thon practice *3 youth*
- 01/26-28-Fort Worth Stock Show Market Goats & Lambs (10 goats, 3 lambs)
- 01/30-Project visit-Broilers
- 01/30 J Bar C club meeting, agent presented program over ECYE & Parliamentary Procedure *17 youth, 10 adults*
- 01/31-02/01-Fort Worth Steers & Barrows (14 steers, 3 barrows)

Educational Contacts**Educational Programming:**

Programs 6
Participants.....496

Educational Contacts:

Site Visits 4-H..... 1
Telephone.....105
Office Visits.....38
E-mails.....426
Newsletters/letters..... 394
Faxes 62

Media Outreach:

News Releases..... 0
TV/Radio..... 0
Website Hits..... 91
Social Media Contacts..... 57 posts on FB, 1413 follows (10, 231 post reach), 27 on Instagram (317 follows) 7 on Twitter (121 follows)

Major plans for next month

- | | |
|--|--|
| <ul style="list-style-type: none"> • San Angelo Stock Show • San Antonio Stock Show • JCEP Conference • ECYE Rabbit Validation | <ul style="list-style-type: none"> • ECYE Broiler Pick-up • ECYE Entry Night • Pettigrew Programs |
|--|--|

Name: Megan Parr
Title: County Extension Agent 4-H
Texas A&M Agril.IFE Extension - The Texas A&M University System

County: Ellis
Date: 02/07/2018

The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL

NAME: Rita Hodges
 COUNTY: Ellis

TITLE: County Extension Agent - Family & Community Health
 MONTH: January 2018

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
1/2	Waxahachie (Waxahachie C.A.R.E., Housing Authority, Better Living for Texans)	26		
1/3	Red Oak, Waxahachie (Waxahachie C.A.R.E., Better Living for Texans, Master Wellness Volunteers, 4-H)	15		
1/4	Red Oak, Waxahachie (North Ellis County Outreach Center, Better Living for Texans, Master Wellness Volunteers, 4-H, Waxahachie C.A.R.E., First Look)	45		
1/5	Waxahachie (Senior Center, Better Living for Texans-distribute BLT newsletter, 4-H)	31		
1/8	Waxahachie (WIC, Better Living for Texans, Waxahachie C.A.R.E., MLK Health Fair Preparation)	21		
1/9	Waxahachie, Red Oak (North Ellis County Outreach Center, Better Living for Texans, Master Wellness Volunteers, Newspaper)	28		
1/10	Ennis, Waxahachie (MLK Health Fair preparation, Better Living for Texans, 4-H, WIC, Senior Housing, Housing Authority)	58		
1/11	Waxahachie (Senior Center, MLK Health Fair preparation)	14		
1/12	Midlothian, Waxahachie (Senior Center, MLK Health Fair Preparation)	11		
1/13	Ennis (MLK Health Fair)	57		
1/17	Ennis, Waxahachie (Golden Circle, Safe Haven Shelter, Better Living for Texans, Master Wellness Volunteers)	55		
1/18	Waxahachie (Master Wellness Volunteers, Better Living for Texans)	10		
1/19	Stephenville (District Extension Agents Association Meeting)	195		
1/22	Waxahachie (Diabetes Education, Senior Center, Master Wellness Volunteers, Better Living for Texans)	16		
1/23	Red Oak, Waxahachie (Better Living for Texans, deliver monthly BLT newsletters, 4-H Fashion Training preparation)	23		
1/24	Waxahachie, Terrell, Kaufman (Leadership Advisory Board Meeting, Extension Office, 4-H, Master Wellness Volunteers)	131		

	of Hope Center, Golden Circle, Master of Memory)		
1/26	Waxahachie (Better Living for Texans, 4-H, diabetes)	15	
1/29	Midlothian, Waxahachie (Performance Appraisal preparation, Civil Rights Audit preparation, Better Living for Texans, diabetes education)	51	
1/30	Ennis, Waxahachie (Haven of Hope, Golden Circle, Better Living for Texans, 4-H, Kimberly Malone, 4-H)	65	
1/31	Waxahachie (Family & Community Health Committee Meeting, Better Living for Texans)	10	
	Total	941	

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 1, 2018

Signed:

Rika M. Hodges

Reprint - 2.81

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
Miles traveled: 941

Selected major activities since last report**January 2018**

- 1/2 Step Up, Scale Down Promotion
- 1/3 Master Wellness Volunteers Promotion
- 1/5 "Workday" Training
- 1/5 Better Living for Texans Nutrition Program; **8 attended**. The program focused on increasing consumption of fruits and vegetables.
- 1/11 "Information Security Awareness" Training
- 1/12 Better Living for Texans Nutrition Program; **6 attended**. The program focused on increasing physical activity.
- 1/13 Martin Luther King Health Fair; **approximately 300 participated**. CEA had display promoting the Better Living for Texans program and Walk Across Texas.
- 1/18 Distributed monthly Better Living for Texans newsletters; **300 distributed** in Ennis, Waxahachie, Midlothian, and Red Oak.
- 1/18 Better Living for Texans Training.
- 1/19 District Texas Extension Association of Family & Community Health Agents quarterly meeting; Stephenville.
- 1/23 Better Living for Texans 2019 Proposal
- 1/24 Leadership Advisory Board Meeting; **8 attended**. Addressed Program Highlights, Volunteer Recognition, Commissioners Court Interpretation Event and Program Diversity/Expansion Needs.
- 1/24 "Child Protection"
- 1/25 Met with Haven of Hope, Ennis; **3 attended**. Discussed possibility of Better Living for Texans program for clients.
- 1/25 Met with Golden Circle Director, Ennis; **3 attended**. Discussed possible dates for the 6-week "master of Memory" program to be presented.

1/31 Family & Community Health Committee Meeting; **7 attended**. Discussed plans for programming in 2018. Received training on County Health Data in Texas.

Educational Programming:

Programs	7
Participants	324

Educational Contacts:

Site Visits-FCS	15
Telephone	71
Office Visits	33
E-mails	1045
Newsletters/Letters	3950

Media Outreach:

News Releases	4
Website	1029
Facebook posts	12
Facebook hits	260

Major Activities/Programs for Next Month:

2/1 Better Living for Texans Nutrition program, Ennis
2/2 Better Living for Texans program, Waxahachie
2/3 4-H Clothing & Textiles Training, Midlothian
2/5 2017 Performance Review
2/5 Civil rights audit
2/8 Better Living for Texans nutrition program, Ennis
2/9 Better Living for Texans nutrition program, Waxahachie
2/9 First Look Annual Program
2/15 "Cooking Well With Diabetes" Regional Training, Weatherford
2/16 Better Living for Texans Monthly Training
2/16 Better Living for Texans nutrition program
2/20 Family & Community Health Committee Meeting
2/22 State Nutrition Quarterly Training
2/23 Better Living for Texans nutrition program
2/27 Child Care Providers Training

Rita Hodges

Name

County Extension Agent - Family & Community Health

Title

Ellis

County

2/1/18

Date

Racial Profiling Report | Tier one

Agency Name: Ellis County Sheriff's Office
Reporting Date: 02/16/2018
TCOLE Agency Number: 139100
Chief Administrator: Sheriff Charles Edge
Agency Contact Information:
Phone: 972-825-4901
Email: charles.edge@co.ellis.tx.us
Mailing Address: 300 S. Jackson St.
Waxahachie TX 75165

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1), Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

Ellis County Sheriff's Office has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibits peace officers employed by the Ellis County Sheriff's Office from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Ellis County Sheriff's Office if the individual believes that a peace officer employed by the Ellis County Sheriff's Office has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Ellis County Sheriff's Office who, after an investigation, is shown to have engaged in racial profiling in violation of the Ellis County Sheriff's Office's policy adopted under this article;

a.) the race or ethnicity of the individual detained;

b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Sheriff Charles Edge

Chief Administrator

Ellis County Sheriff's Office

Date: 02/16/2018

Ellis County Sheriff's Office Motor Vehicle Racial Profiling Information

Total stops: 407

Number of motor vehicle stops

Citation only: 292

Arrest only: 104

Both: 11

Race or ethnicity

African: 47

Asian: 0

Caucasian: 237

Hispanic: 119

Middle eastern: 3

Native american: 1

Was race known ethnicity known prior to stop?

Yes: 12

No: 395

Was a search conducted

Yes: 110

No: 297

Was search consented?

Yes: 81

No: 29

Submitted electronically to the



The Texas Commission on Law Enforcement

**ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT**

F1

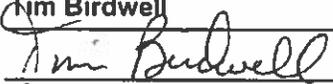
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0450-50802-00000-000	Equipment	\$1,000.00

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0450-50809-00000-000	Auto Repairs	\$1,000.00

<u>Tim Birdwell</u> 	<u>2/5/2018</u> 	<u>Ellis County Fire Marshal</u>
<i>Signature of Department Head</i>	<i>Date Signed</i>	<i>Department</i>

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

APPROVED THIS _____ DAY OF _____, 2017/2018

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

Approved by County Auditor's Office:



ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

12
RECEIVED

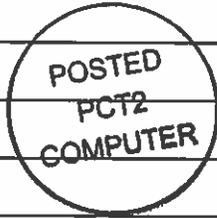
FEB 09 2018

ELLIS COUNTY
AUDITOR

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

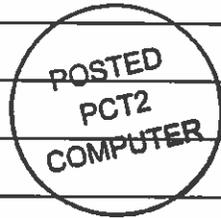
TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-3030-00000-000	FM2 FUND BALANCE CARRY OVER	\$40,000.00



TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50802-00000-000	FM2 PURCHASE OF EQUIPMENT	\$40,000.00



[Handwritten Signature]

Signature of Department Head

2.5.18

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 _____, 2017/2018

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

Approved by County Auditor's Office:

[Handwritten Signature]



**CERTIFICATION OF
BUDGET TRANSFER**

Ellis County

DATE: _____

The commissioners court certifies that the expenditure is necessary, due to grave public necessity, to meet and unusual and unforeseen condition which could not have been included in the original adopted budget through the use of reasonable diligent thought and attention.

The court shall file a copy of its order amending the budget with the county clerk and the clerk shall attach the copy to the original budget.

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.010.

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

Approved this _____ day of _____, 2017/2018

_____ County Judge

_____ Commissioner Precinct #1

_____ Commissioner Precinct #2

_____ Commissioner Precinct #3

_____ Commissioner Precinct #3

County Clerk: _____

Used Vehicle Sale Form

Wheels Inc

666 Garland Place
Des Plaines, Illinois 60016
(847) 699-7000 Ext. 3404
Vehicle Remarketing

Ellis County-Precinct 2
1400 Oak Grove Rd
Ennis, TX 75119

3FAS:1100:01TXM11

Quote Date: 02/02/2018 02:12 PM
Quote Source: FleetView
Printed By: aheule

(Purchaser should complete shaded sections)

Purchaser Information <small>(Show information as you want it to appear on the vehicle's title.)</small>	Full Name Ellis County-Precinct 2		Address 1400 Oak Grove Rd.		
	City Ennis	State TX	Zip Code 75119	County Ellis	
	Home Phone		Work Phone No. 972-825-5011	Fax No.	
Optional Mailing Instructions <small>If there is no lien on your vehicle and you would like Wheels Inc. to mail the title to an address other than indicated in Purchaser Information Section above, complete this section.</small>	Purchaser(s) Name		Address		
	City	State	Zip Code	County	
Vehicle Information	Vehicle No. 2010107853		Serial No. 1GCNCPEC8FZ189946		
	Year, Model No, Cylinders, Description 2015 CC15903 8 Silverado 1500 2dr 2WD Reg Cab 133.0" LS				
	Company Name Fastenal Company		Company No. 3FAS	Employee No.	
Amount Payable <small>Make check payable to: Wheels Exchange, LLC. Certified checks or cashier's checks are acceptable. Personal checks, drafts and other company checks are not acceptable.</small> <small>Notice is hereby given that the rights, but not the obligations, of Wheels, Inc. and Wheels, LT under the sale agreement for the vehicle described in this agreement have been assigned to Wheels Exchange, LLC pursuant to an agreement among Wheels, Inc., Wheels, LT and Wheels Exchange, LLC.</small>	Purchase Price		\$18,100.00		
	State/Local Tax/Fees				
	Continued Vehicle Protection				
	Handling Fee		\$15.00		
	Total Purchase Price		\$18,115.00		
Place Lien In Favor Of: <small>(If this section is completed, title will be mailed to the lien holder unless otherwise authorized by the lien holder.)</small>	Lending Institution		Attention Of		
	Dept.	Phone	Account #		
	Address		City	State	Zip Code
Federal Odometer Disclosure Statement <small>Federal Law (and State Law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment (P.L. 99-579).</small>	I, _____, state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described above, unless one of the following statements is checked.		<input type="checkbox"/> I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.		
			<input type="checkbox"/> I hereby certify that the odometer reading is not the actual mileage. Warning - odometer discrepancy.		
	Hand Print Purchaser's Name (Acknowledge Odometer)		Jodi Platt		
	Purchaser's Signature (All purchasers must sign)		is to sign this page...		
Company Authorization <small>(Required if purchase price is manually entered or changed.)</small>	Seller's Name Ashley Heule		Per Commissioner Grayson		
	Seller's Signature Ashley Heule				
	Has this vehicle ever been damaged, stolen and recovered, or subm... pollution control system on this vehicle been removed, altered or re...				
Company Authorized Signature					

Jodi Platt
is to sign
this page...
Per Commissioner
Grayson

As Is - No Warranty

You will pay all costs for any repair regardless of any oral statements ab

"Information Gathering/ Done Deal Sheet"

(Must be **COMPLETELY** filled out. PLEASE PRINT CLEARLY)

Misa

Unit	Year	WHOLE VIN (Serial #)	Today's Date
Ellis County - Precinct 2	2015	1GCNCDECF2189946	2/2/18
Name of company or person(s) purchasing vehicle		Contact person (if business)	
1400 Oak Grove Rd. Ennis		TX 75119 Ellis	
Address (NO P.O. Boxes)		City	ST/ Province Zip Code County
972-825-5011 (Jodi)		Ennis	TX 75119 Ellis
Customer Phone	Customer Fax	Customer Email	
		jodi.platta@co.ellis.tx.us	

Driver License # or Federal ID #	Birth date
Insurance Company AND policy #	

Lien Holder Information: (Only complete If customer is taking out a loan)

Bank Name	Bank Contact	Bank Phone #
Street Address (NO PO BOXES)		City
		ST/ Province Zip Code

When does the customer want to take the vehicle?: ASAP

Which branch should receive the 2.5% lot credit?: SDTX

What branch to send the paperwork to (four letter code)? MDTX

Current Mileage/ KM: 48,411

How did the customer find out about this vehicle for sale?: Called

Sold by (Fastenal Employee Name): Jessica Johnson Branch (4 letter): MDTX

Person who approved the sale: _____

PRICE VEHICLE WAS SOLD FOR: \$ 18,100.00 (+ all applicable fees)

****Do not accept a check before receiving the sale documents from Fleet**

- *****PLEASE NOTE:** In the following states we must collect the sales tax up front on leased units: AZ, CT, FL, HI, ID, IL, ME, MI, MS, NV,
- NJ, NY, OH, TN, & WA. We must always collect tax in Canada.
- Once Fleet receives this sheet the actual sale paperwork and instructions will be sent to your store.
- Please call Ashley Heule @ 507-453-8063 or Chris Wundrow @ 507-453-8151 if you have any questions.

THIS IS NOT A PURCHASE AGREEMENT-DO NOT GIVE TRUCK TO CUSTOMER

Please fax this back to (507)453-5233

Used Vehicle Sale Form

Ellis County-Precinct 2
1400 Oak Grove Rd
Ennis, TX 75119

Wheels Inc

3FAS:1100:01TXMT1

666 Garland Place
Des Plaines, Illinois 60016
(847) 699-7000 Ext. 3404
Vehicle Remarketing

Quote Date: 02/02/2018 02:05 PM
Quote Source: FleetView
Printed By: aheule

(Purchaser should complete shaded sections)

Purchaser Information <small>(Show information as you want it to appear on the vehicle's title.)</small>	Full Name Ellis County-Precinct 2		Address 1400 Oak Grove Rd.		
	City Ennis	State TX	Zip Code 75119	County Ellis	
	Home Phone		Work Phone No. 972-825-5011	Fax No.	
	Optional Mailing Instructions <small>If there is no lien on your vehicle and you would like Wheels Inc. to mail the title to an address other than indicated in Purchaser Information Section above, complete this section.</small>				
Vehicle Information	Vehicle No. 2010107906		Serial No. 1GCNCPEC6FZ191341		
	Year, Model No, Cylinders, Description 2015 CC15903 8 Silverado 1500 2dr 2WD Reg Cab 133.0" LS				
	Company Name Fastenal Company		Company No. 3FAS	Employee No.	
Amount Payable <small>Make check payable to: Wheels Exchange, LLC Certified checks or cashier's checks are acceptable. Personal checks, drafts and other company checks are not acceptable.</small> <small>Notice is hereby given that the rights, but not the obligations, of Wheels, Inc. and Wheels, LT under the sale agreement for the vehicle described in this agreement have been assigned to Wheels Exchange, LLC pursuant to an agreement among Wheels, Inc., Wheels, LT and Wheels Exchange, LLC.</small>	Purchase Price		\$18,100.00		
	State/Local Tax/Fees				
	Continued Vehicle Protection				
	Handling Fee		\$15.00		
	Total Purchase Price		\$18,115.00		
Place Lien In Favor Of: <small>(If this section is completed, title will be mailed to the lien holder unless otherwise authorized by the lien holder.)</small>	Lending Institution		Attention Of		
	Dept.	Phone	Account #		
	Address		City	State	Zip Code
Federal Odometer Disclosure Statement <small>Federal Law (and State Law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment (P.L. 99-579).</small>	I, _____, state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described above, unless one of the following statements is checked.		<input type="checkbox"/> I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.		
			<input type="checkbox"/> I hereby certify that the odometer reading is not the actual mileage. Warning - odometer discrepancy.		
	Hand Print Purchaser's Name (Acknowledge Odometer Disclosure Statement) (All purchasers must print)				
	Purchaser's Signature (All purchasers must sign)			Date	
	Seller's Name <i>Ashley Heule</i>				
Seller's Signature <i>Ashley Heule</i>			Date 2-2-18		
Has this vehicle ever been damaged, stolen and recovered, or submerged in water or has the pollution control system on this vehicle been removed, altered or rendered inoperative? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>If Yes, please call Wheels' Used Vehicle Sale Area 847-699-7000.</small>					
Company Authorization <small>(Required if purchase price is manually entered or changed.)</small>	Company Authorized Signature			Date	

As Is - No Warranty

You will pay all costs for any repairs. The seller assumes no responsibility for any repairs regardless of any oral statements about this vehicle.

"Information Gathering/ Done Deal Sheet"
 (Must be COMPLETELY filled out. PLEASE PRINT CLEARLY)

2010107906 2015 1GCNCPEL6FZ191341 2/2/18
 Unit Year WHOLE VIN (Serial #) Today's Date
 Ellis County- Precinct 2
 Name of company or person(s) purchasing vehicle Contact person (if business)
 1400 Oak Grove Rd Ennis TX 75119
 Address (NO P.O. Boxes) City ST/ Province Zip Code County
 972-825-5011 (Jodi) jodi.platt@co.ellis.tx.us
 Customer Phone Customer Fax Customer Email

Driver License # or Federal ID # Birth date
 Insurance Company AND policy #

Lien Holder Information: (Only complete if customer is taking out a loan)

Bank Name Bank Contact Bank Phone #
 Street Address (NO PO BOXES) City ST/ Province Zip Code

When does the customer want to take the vehicle?: ASAP
 Which branch should receive the 2.5% lot credit?: MDTX
 What branch to send the paperwork to (four letter code)? MDTX
 Current Mileage/ KM: 1st, 389
 How did the customer find out about this vehicle for sale?: called
 Sold by (Fastenal Employee Name): Jessica Johnson Branch (4 letter): MDTX
 Person who approved the sale: _____

PRICE VEHICLE WAS SOLD FOR: \$18,100.00(+ all applicable fees)
****Do not accept a check before receiving the sale documents from Fleet**

- *****PLEASE NOTE:** In the following states we must collect the sales tax up front on leased units: AZ, CT, FL, HI, ID, IL, ME, MI, MS, NV,
- NJ, NY, OH, TN, & WA. We must always collect tax in Canada.
- Once Fleet receives this sheet the actual sale paperwork and instructions will be sent to your store.
- Please call Ashley Heule @ 507-453-8063 or Chris Wundrow @ 507-453-8151 if you have any questions.

THIS IS NOT A PURCHASE AGREEMENT-DO NOT GIVE TRUCK TO CUSTOMER

Please fax this back to (507)453-5233

**ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT
RECOMMENDED**

F3

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-50703-00000-000	TELEPHONE	1,500.00
001-0420-50801-00000-000	SUPPLIES	3,500.00
001-0420-50807-00000-000	GENERAL MISCELLANEOUS	1,500.00
001-0420-50835-00000-000	EDUCATION/TRAINING	2,000.00
001-0420-50889-00000-000	TRANSPORT EXPENSE	2,000.00
001-0420-50892-00000-000	FACILITIES OPERATION	1,000.00
001-0420-50893-00000-000	DETENTION PROVISIONS	8,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0421-50703-00000-000	TELEPHONE	1,500.00
001-0421-50801-00000-000	SUPPLIES	3,500.00
001-0421-50807-00000-000	GENERAL MISC	1,500.00
001-0421-50835-00000-000	EDUCATION/TRAINING	2,000.00
001-0421-50889-00000-000	TRANSPORTATION/GAS	2,000.00
001-0421-50892-00000-000	FACILITIES OPERATION	1,000.00
001-0421-50893-00000-000	DETENTION PROVISIONS	8,000.00

Approved Feb 7th Board meeting
 Signature of Department Head Date Signed

Juvenile Dept
 Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

[Signature]

**ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT**

RECEIVED

FEB 13 2018

ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0010-50868-00000-000	Contracts Svcs (SPCA & Other)	2,609.01

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0010-50819-00000-000	Computer	2,609.01


Signature of Department Head

February 12, 2018
Date Signed

010 / SO
Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

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

Approved by County Auditor's Office:



Debra Brown

From: Brady Davidson <brady.davidson@co.ellis.tx.us>
Sent: Monday, February 12, 2018 1:46 PM
To: Debra Brown
Subject: Re: Computer for Cellebrite

\$2,609.01

Thank you,
Brady Davidson
I.T. Administrator
Ellis County Sheriff's Office
Support: (972) 825-4980
www.elliscountysheriff.com



On Feb 12, 2018, at 10:48 AM, Debra Brown <debra.brown@co.ellis.tx.us> wrote:

That will work – I am preparing the budget adjustment and needed something to show the exact amount that needs to be moved.

From: Brady Davidson [<mailto:brady.davidson@co.ellis.tx.us>]
Sent: Monday, February 12, 2018 10:46 AM
To: Debra Brown <debra.brown@co.ellis.tx.us>
Subject: Re: Computer for Cellebrite

They haven't shipped yet so I don't have an invoice. I can give you the amount if you want to show the funds encumbered?

Thank you,
Brady Davidson
I.T. Administrator
Ellis County Sheriff's Office
Support: (972) 825-4980
www.elliscountysheriff.com

<image001.png>

On Feb 12, 2018, at 10:45 AM, Debra Brown <debra.brown@co.ellis.tx.us> wrote:

Do you have the invoice for the computer you purchased for Cellebrite?

Debra

**ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT**

RECEIVED

FEB 16 2018

ELLIS COUNTY
AUDITOR

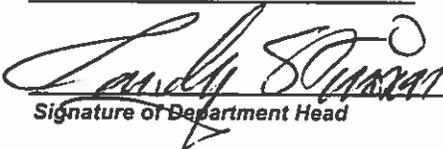
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-40008-00000-000	FM1-Interlocal	\$811.75
009-0602-50807-00000-000	Gen Misc	\$1,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50914-00000-000	FM1-Signs	\$1,811.75


Signature of Department Head

2/16/18
Date Signed

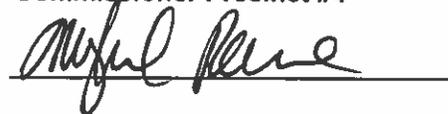
Road & Bridge Pct.1
Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

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

Approved by County Auditor's Office:





CERTIFICATION OF ADDITIONAL REVENUE

**Ellis County
Auditors Department**

DATE: 2-16-18

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

Additional Revenue Received

811.75 Palmer ISD Interlocal

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

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

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

Signed Miykael Reeve
Miykael Reeve, CGFO
County Auditor

Cash Receipting

Receipt

Receipt Grid

Fast Entry

Open Invoices

CR Inquiries

AR Inquiries

Receipt # Taxable Sales Tax Code Receipt Updated

Total

Received From Date Nu

Source of Income

Defaults

Account # Area ROAD AND BRIDGE P Bank

Description Type MOP

Customer # Customer Name

A/C/D	Amount	Account #	Check #	Description	Line Ref	Customer #	Bank	Type	Dist Cd
<input type="text"/>		<input type="text" value="009-0602-40008-00000-000"/>		<input type="text" value="1/12/18 PALMER ISD INTERLOCAL"/>					
	<input type="text" value="811.75+"/>		<input type="text" value="51348"/>		<input type="text" value="0"/>		<input type="text" value="0"/>	<input type="text" value="1"/>	<input type="text" value="TREAS CK"/>
Grant			Task	Offset Account #			<input type="text" value="009-0602-10102-00000-000"/>		
Project			WO #	Subsidiary #					
				Offset Subsidiary #					Trans #
Add	<input type="text" value="0+"/>		<input type="text" value="0"/>		<input type="text" value="0"/>		<input type="text" value="0"/>		
Grant			Task	Offset Account #					
Project			WO #	Subsidiary #					
				Offset Subsidiary #					Trans #

Next Trans # Detail Lines Detail Total

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

RECEIVED

FEB 16 2018

ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50807-00000-000	FM1- Gen Misc	3,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50923-00000-000	FM1-BLDG/IMPROV.	3,000.00



Signature of Department Head

Date Signed

Road & Bridge Pct.1

Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

County Judge

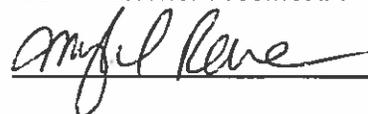
Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:



ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

FEB 16 2018

ELLIS COUNTY
AUDITOR

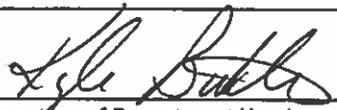
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-30302-00000-000	FM4/FUND BALANCE	169,000.00
012-0755-40008-00000-000	FM4/INTERLOCAL	15,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-50802-00000-000	FM4/PURCHASE OF EQUIPMENT	169,000.00
012-0755-50909-00000-000	FM4/PARTS & REPAIRS	15,000.00


Signature of Department Head

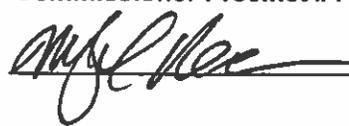
ROAD & BRIDGE PCT. 4
Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

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

Approved by County Auditor's Office:





**CERTIFICATION OF
BUDGET TRANSFER**

Ellis County

DATE: _____

The commissioners court certifies that the expenditure is necessary, due to grave public necessity, to meet an unusual and unforeseen condition which could not have been included in the original adopted budget through the use of reasonable diligent thought and attention.

The court shall file a copy of its order amending the budget with the county clerk and the clerk shall attach the copy to the original budget.

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.010.

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

Approved this _____ day of _____, 2017/2018

_____ County Judge

_____ Commissioner Precinct #1

_____ Commissioner Precinct #2

_____ Commissioner Precinct #3

_____ Commissioner Precinct #3

County Clerk: _____



CERTIFICATION OF ADDITIONAL REVENUE

**Ellis County
Auditors Department**

DATE: 2-16-18

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

Additional Revenue Received

City of Ovilla - Interlocal Revenue - \$39,600
using \$15,000 of Budget Amendment.

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

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

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

Signed Miykael Reeve
Miykael Reeve, CGFO
County Auditor

ELLIS COUNTY, TEXAS
 Account History
 10/01/17 - 09/30/18

Account # / Name Vendor/Whse Addr # Stock/Invoice #	PO Stock Known by	Type	Date	Bank Check #	Description/Vendor Name Ref # Revised Budget/Encumbered	Debit Amount	Credit Amount
012-0755-40009-00000-000 INTERLOCAL REVENUE					Beginning Balance		
					Beginning Budget		
					O/S Encumbrances		
		CR	10/03/17		9/26/17 CITY OF OAK LEAF 33101		\$9,700.00
		CR	10/26/17		10/20/17 CITY OF OVILLA 33300		\$39,600.00
		CR	11/07/17		10/30/17 CITY OF OAK LEAF 33392		\$2,500.00
		CR	12/13/17		12/05/17 CITY OF OAK LEAF 33692		\$750.00
		BA	09/27/18		Court Date 9/27/17	\$10,000.00	
		BA	09/29/18		Reverse court date 9/27/17	\$10,000.00	
					Account Total		\$52,550.00
					Ending Balance		\$52,550.00
					Ending Budget		\$52,550.00
					Available Balance	\$52,550.00	
					Total		\$52,550.00
					Ending Balance		\$52,550.00
					Ending Budget		\$52,550.00
					Available Balance	\$52,550.00	

F8

**ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0613-40096	Revenue	\$736.54

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0613-50820	LEOSE	\$736.54



Signature of Department Head

2/21/18

Date Signed

CONSTABLE PCT. 3

Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:



MAIL CODE: 028
ELLIS COUNTY CONSTABLE PRECINCT 3
101 W MAIN ST STE B102
WAXAHACHIE, TX, 75165-0406

AGENCY: 902 - COMPTROLLER - STATE FISCAL
PAYMENT ISSUE DATE: 2018-02-12
PAYMENT NUMBER: 4584791
PAYMENT TYPE: DD
CONSOLIDATED PAYMENT AMOUNT: 736.54
CONSOLIDATED PAYMENT INTEREST: 0.00

INVOICE NUMBER: PEACE OFF ALL
INVOICE DESCRIPTION: PEACE OFFICER ALLOC
DOCUMENT NUMBER: 9P180438
INVOICE AMOUNT: 736.54
INVOICE INTEREST: 0.00

Constable #3

001-0613-40096



CERTIFICATION OF ADDITIONAL REVENUE

**Ellis County
Auditors Department**

DATE: 2/21/2018

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

Additional Revenue Received

Lease Funds Received

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

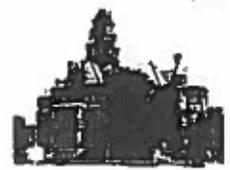
Failure to comply with this local government code results in an offense Sec. 111.012 Penalty. An offense under this section is a misdemeanor punishable by a fine of not less than \$100 or more than \$1,000, confinement in the county jail for not less than one month or more than one year, or by both fine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

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

Signed Miykael Reeve
Miykael Reeve, CGFO
County Auditor



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



JOHN BRIDGES, RTA, CTA, CSTA

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

February 2, 2018

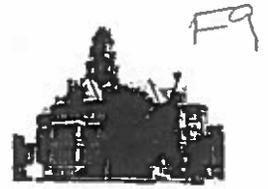
Request for Approval of February 13, 2018
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Leretta LLC	/ 159134	/ \$2,763.84
Shaun Buckley	/ 160117	/ \$4,833.69
Wells Fargo	/ 207778	/ \$3,056.17
Wells Fargo	/ 233113	/ \$8,533.17
Wells Fargo	/ 229454	/ \$4,518.77
Wells Fargo	/ 224754	/ \$3,290.47
Wells Fargo	/ 242027	/ \$3,755.44
Wells Fargo	/ 221678	/ \$4,783.56
Wells Fargo	/ 259710	/ \$4,172.12
Corelogic	/ 232700	/ \$5,799.16
Home Loan Service	/ 242061	/ \$5,273.68
Richard Frosch	/ 196357	/ \$5,231.93
John Douglas	/ 207731	/ \$4,112.92

Total: \$60,124.92 ✓



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



JOHN BRIDGES, RTA, CTA, CSTA

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

February 15, 2018

Request for Approval of February 27, 2018
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Ronald Knott	198136	\$4,883.58
Corelogic	151587	\$3,198.22

Total: \$8,081.80

RECEIVED
FEB 15 2018
ELLIS COUNTY
AUDITOR



AGENDA ITEM 1.1
Ellis County Commissioners' Court
February 27, 2018



SHORT TITLE:

Replat of Morgan Farms, Lot 4.

LEGAL CAPTION:

Consider & act upon a replat of Lot 4, Morgan Farm, into Lot 4A and Lot 4B. The property contains ± 18.00 acres of land and located on the west side of Ebenezer Road ±1,370 feet south of Wilson Road, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road & Bridge Precinct No. 1.



APPLICANT(S):

David & Leticia Lopez



PURPOSE:

The applicant wishes to subdivide this property into two (2) residential lots. The proposed Lot 4A has ±16.6673 acres, and Lot 4B has ±1.00 acre.



HISTORY:

The Commissioners' Court initially approved the plat for Morgan Farm on October 29, 1982. The City of Ennis approved this plat on July 27, 2017.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

This plat shows a total right-of-way dedication of thirty (30) feet from the centerline of Ebenezer Road, complying with the Thoroughfare Plan by dedicating one-half of the necessary right-of-way dedication for this road.

Utilities:

Rockett Special Utility Water District currently provides water service in this area.

Advertisement:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on January 19, 2018, and the Waxahachie Daily Light on January 28, February 9, and February 18, 2018. A total of thirteen (13) property



owner notifications were sent, with eight (8) certified signed receipts returned. To date, the Department staff has not received any inquiries regarding this request.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



RECOMMENDATION:

Staff recommends approval of this replat, as presented.



ATTACHMENTS:

1. Aerial Map
2. Replat
3. Public Notices



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:

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



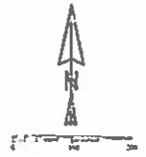
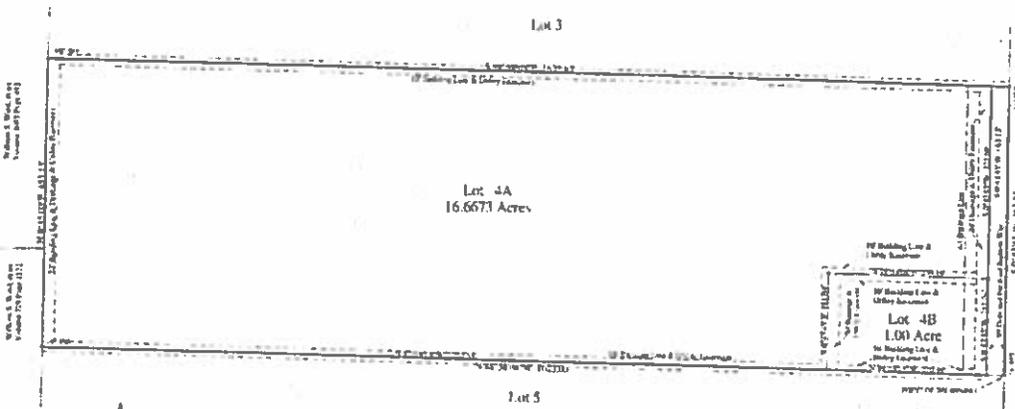
ATTACHMENT NO. 1



SUBJECT PROPERTY



ATTACHMENT NO. 2



- NOTES:**
1. Show lot area of 16.6671 acres along the north, south and east sides.
 2. 25' wide utility easement along the north and east sides.
 3. Lot 4B is shown with a 10' wide utility easement along the north and east sides.
 4. Lot 4B is shown with a 10' wide utility easement along the north and east sides.
 5. Lot 4B is shown with a 10' wide utility easement along the north and east sides.
 6. The property is not zoned under the Special Flood Hazard Area as shown on FEMA Flood Insurance Rate Map No. 48100 (10/12/02) dated April 2, 2003.

Surveyor's Certificate

I, M. W. RAY, do hereby certify that I prepared the plat hereon in accordance with the laws of this State and the rules and regulations of the State Board of Surveyors, and that the same are true and correct to the best of my knowledge and belief.

M. W. RAY
Surveyor



CERTIFICATE OF APPROVAL

I have carefully examined the above and find that the same conform to the laws of this State and the rules and regulations of the State Board of Surveyors, and that the same are true and correct to the best of my knowledge and belief.

M. W. RAY
Surveyor

The plat was filed in the Department of Development of Ellis County, Texas, for all the purposes herein provided, and it is hereby certified that the same are true and correct to the best of my knowledge and belief.

DEPARTMENT OF DEVELOPMENT (PLAT) FILED

APPROVED BY THE COMMISSIONER OF THE STATE BOARD OF SURVEYORS
Date of Approval: 10/11/05

COUNTY CLERK

STATE OF TEXAS
COUNTY OF ELLIS

Know all men by these presents that David V. Lopez and Teresa Lopez, the owners of a tract or parcel of land situated in Ellis County, Texas, and being part of the Block 4, Lot 4B of the subdivision known as Ebenezer Road, a subdivision in Ellis County, Texas, do hereby certify that the same are true and correct to the best of their knowledge and belief.

REPRESENTS: In giving the above as a true and correct copy of the original of said plat and the contents thereof as shown on said plat, the undersigned certifies that he is a duly qualified and licensed Surveyor in the State of Texas.

THAT: The above plat was prepared by M. W. Ray, Surveyor, and that the same are true and correct to the best of his knowledge and belief.

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THAT: The above plat was prepared by M. W. Ray, Surveyor, and that the same are true and correct to the best of his knowledge and belief.

P & Z CODES 17-03-05

REPLAT

A Replat of Lot 4 Morgan Farm
Ellis County, Texas
For
David V. Lopez and Teresa Lopez
10422 Lawrence Road, Dallas, Texas 75241-1919
By
M. W. Ray, Jr.
3408 Park Street
P. O. Box 1294, Dallas, Texas 75201-1294
Phone 972-715-7011



ATTACHMENT NO. 3

Ellis County Department of Development

109 South Jackson Street, Waxahachie, Texas 75165. 972-825-5200, 972-825-5205 fax

ATTENTION!

PUBLIC NOTICE

An application has been filed with the Ellis County Department of Development to re-plat, lot 4, located in Morgan Farm, a subdivision in Ellis County, Texas., the replat will create lot 4A (16.6673 acres) and lot 4B (1.00 acres). The address is on 1042 Ebenezer Road, Palmer. The application will be presented to the Ellis County Commissioner's Court located at the Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas at 10:00 A.M., February 27, 2018.



AGENDA ITEM 1.2
Ellis County Commissioners' Court
February 27, 2018



SHORT TITLE:

Replat of Emerald Forest No. 1, Block B, lots 1 & 9.

LEGAL CAPTION:

Consider & act upon a replat of Lots 1 & 9, Emerald Forest. The property contains ± 8.98 acres of land and located at the intersection of Pioneer Court and Oak Hill Drive, just south of Newt Lane, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT(S):

Emile Sirchia, Katherine Sirchia, Malcom and Karen Furlow



PURPOSE:

The applicant wishes to subdivide this property into two (3) residential lots. The proposed Lot 1A has ± 4.8207 acres, Lot 9A has ± 1.7916 acres, and Lot 9B has ± 2.3083 acres.



HISTORY:

The Commissioners' Court approved the plat for Emerald Forest No. 1 on April 12, 1991. The City of Waxahachie approved this plat in October 2017.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

Sixty (60) feet right-of-way was dedicated on the original plat filed in October 2017.

Utilities:

Carroll Water currently provides water service in this area.

Advertisement:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on January 19, 2018, and the Waxahachie Daily Light on January 28, February 9, and February 18, 2018. A total of thirteen (30) property owner notifications were sent, with seventeen (17) certified signed receipts returned. To date, the Department staff has not received any inquiries regarding this request.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



RECOMMENDATION:

Staff recommends approval of this replat, as presented.



ATTACHMENTS:

1. Overview
2. Replat
3. Public Notices

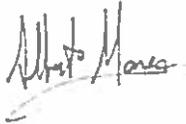


PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:



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



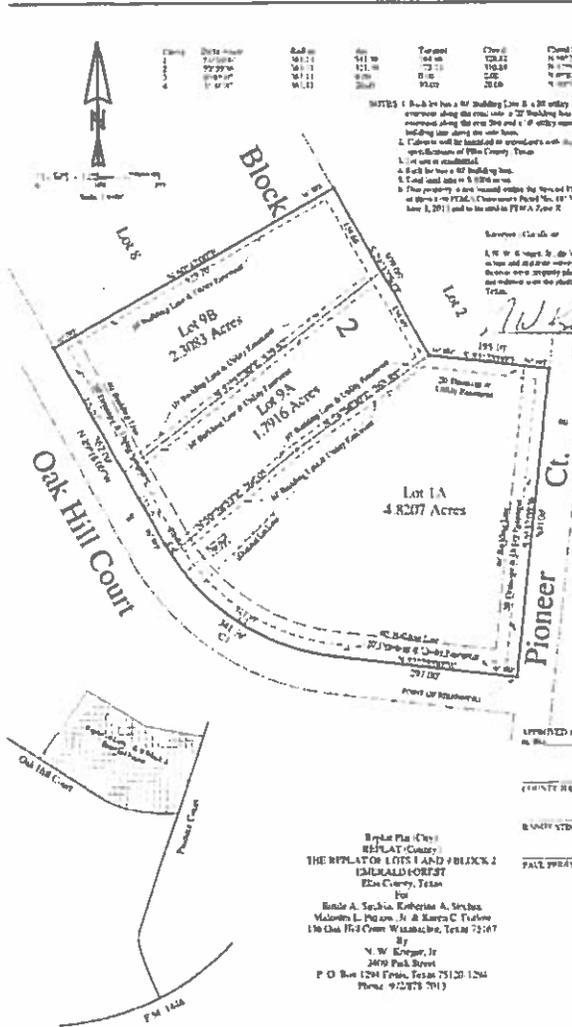
ATTACHMENT NO. 1



 SUBJECT PROPERTY



ATTACHMENT NO. 2



STATES OF TEXAS
COUNTY OF ELLIS

WE HEREBY CERTIFY that the foregoing is a true and correct copy of the plat as the same appears in the records of the County Clerk of Ellis County, Texas, and being duly filed in the office of the County Clerk of Ellis County, Texas, on this 17th day of June, 2011, at 10:00 AM.

WITNESSED my hand and seal of office on this 17th day of June, 2011, at Dallas, Texas.

County Clerk

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WASSAHELE, TEXAS

Chairman

APPROVED BY CITY CLERK

City Clerk

ATTEST

Notary Public

STATE OF TEXAS
COUNTY OF ELLIS

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared _____, 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 purposes and consideration therein expressed and in the presence of _____.

WITNESSED my hand and seal of office on this 17th day of June, 2011, at _____, Texas.

Notary Public

NOTES: 1. Each lot has a 40' building line & a 20' utility & drainage easement along the east side. A 20' building line and utility easement along the west side and a 10' utility easement and building line along the north line.

2. All lots will be bounded on the west side by the easements and specifications of this County. These:

1. 10' utility easement
2. 10' building line
3. 10' utility easement
4. 10' building line
5. 10' utility easement
6. 10' building line

3. The property is now owned by the Texas State Trust and will be divided into three (3) tracts, each of which will be 1.60723 Acres, 1.60723 Acres, and 1.60723 Acres.

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WASSAHELE, TEXAS

Chairman

APPROVED BY CITY CLERK

City Clerk

ATTEST

Notary Public

STATE OF TEXAS
COUNTY OF ELLIS

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared _____, 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 purposes and consideration therein expressed and in the presence of _____.

WITNESSED my hand and seal of office on this 17th day of June, 2011, at _____, Texas.

Notary Public



Ellis County Department of Development

109 South Jackson Street, Waxahachie, Texas 75165. 972-825-5200, 972-825-5205 fax

ATTENTION!

PUBLIC NOTICE

An application has been filed with the Ellis County Department of Development to re-plat, lots 1 & 9, block 2, located in Emerald Forest #1, a subdivision in Ellis County, Texas., the replat will create lot 1A (4.8207 acres). Lot 9A (1.7916 acres) and lot 9B (2.3083 acres). The address is on 136 Oak Hill Court and 230 Oak Hill Court, Waxahachie. The application will be presented to the Ellis County Commissioner's Court located at the Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas at 10:00 A.M., February 27, 2018.



AGENDA ITEM 1.3
Ellis County Commissioners Court
February 27, 2018



SHORT TITLE:

Lot size frontage and septic lot size variance for Southern Hills, Lot 8

LEGAL CAPTION:

Consider and act upon a request to grant a variance for a one-time variance from Section 10-F (Amendments) of Ellis County Order 182.11 (Septic Order) and Section 8-A (Residential Lots) of the adopted Rules & Regulations to allow a replat of one (1) lot to create two (2) lots with less than one (1) acre. The property contains ± 1.03 acres of land, commonly known as 1205 Jackson Street and 315 Burney Lane, Red Oak, and located on the southeast corner of Jackson Street and Burney Lane, in the extraterritorial jurisdiction (ETJ) of the City of Red Oak, Road & Bridge Precinct No. 4.



APPLICANT(S):

Francisco Munoz and James and Jacqueline Cole



PURPOSE:

The applicants wish to replat the property into two (2) lots. Each lot has an existing house and septic system but was illegally subdivided years ago and subsequently sold to the current owners under the pretense that it met all County requirements. The proposed acreage for each lot fails to meet the minimum of one (1) acre, thus necessitating the need for the variance request. Both property owners agree that this variance and replat needs to occur to ensure compliance with today's regulations.



HISTORY:

The County Commissioners' Court initially approved the plat for Southern Hills plat in 1956. No other history is associated with this property, but a replat will be required if this variance request is approved.



OTHER RELEVANT INFORMATION:

Section 10-F (Amendments) of Ellis County Order 182.11 (Septic Order) requires "...a minimum of one acre for minimum lot size..."

Section 8-A of the Rules and Regulations states, "*Lots served by a public water supply but using individual on-site sewage facilities for sewage disposal shall have a minimum surface area of at least one useable acre for any O.S.S.F. systems, and a minimum of one hundred*



fifty (150) feet of a County or State road frontage from front of lot to back of lot. Lots facing other public street thoroughfare must comply with corresponding entity requirements."

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

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



ANALYSIS:

The lots have been sold several times without a replat to correct the county records. The current owners wish to correct the records as existing in deed records. Given this information,



RECOMMENDATION:

Staff recommends approval of this variance to Section 10-F (Amendments) of Ellis County Order 182.11 (Septic Order) and Section 8-A (Residential Lots) of the Rules and Regulations, subject to the following conditions:

- 1) A replat shall be submitted for review to the Department of Development and approved before the issuance of any permits.
- 2) Only one (1) habitable structure per lot shall be allowed.
- 3) No other subdivision of property can occur on this 73-acre property until the waterline size is increased to support fire hydrants and fire hydrants installed.



ATTACHMENTS:

1. Aerial Map
2. Applicant's Request



DEPARTMENT OF DEVELOPMENT
Ellis County

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

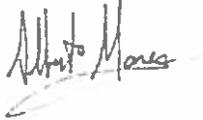


PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1



Subject Property



ATTACHMENT NO. 2

January 22, 2018

To whom it may concern:

The reason of this letter is because of a variance that exists on a property I recently purchased at 1205 Jackson Street, Red oak, TX 75154. I would like to petition Re-Platting of the piece of land I bought. This property was sold to my wife and I with a Mobile home on the piece of land. My wife and I will be retiring soon and bought this Mobile home with the intentions of moving there in the next year or so, however, we would like to add a few things to the outside of the property and recently requested a permit but were denied because of the current platting of the land. We were told previous owner did not divide land appropriately and therefore until it is approved for re-platting we could not do anything on the property without any permits. The previous owner did not make us aware of any of this even though he was aware of the issues. On the contrary, we were told everything was done correctly and we could make use of the land and mobile home as we wished. At this point we feel that we were lied to and even though we bought and closed through a Title Company, we were never told of these issues with the Platting of this particular piece of land. All we want is to be able to retire in peace and be able to add whatever additions we need, to this property and that we are able to receive the permits we need to accomplish this.

We have already spoken to the neighbor, whom is also affected by this and he is also in agreement that this be done. Our petition on this variance is that we are able to do the Re-Platting on this land so that we can be able to build our retiring future and be at peace.

Thank you in advance for your understanding.

Francisco J. Murray
Francisco J. Murray
James L. Cole
James L. Cole



All Affordable Roofing

ROOFING SPECIALIST

★ COMMERCIAL ★ INDUSTRIAL ★ RESIDENTIAL ★

"DON'T DELAY GET YOUR FREE ESTIMATE TODAY"

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- TPO Thermal Plastic Heat Weld
- Rubber Single-Ply Roof
- SBS Modified Roofing System
- Modified Bitumen-Torchdown
- Built Up Roofing - Hot Tar & Gravel

- Coatings & Repairs
- Foam Roofing
- Emergency Services
- Hydro-Stop™ Liquid
- Standing Seam Metal
- Leak Repairs
- 24 hr Emergency Service

- Family Owned & Operated
- Wholesale Pricing
- Quality Workmanship
- All Work Guaranteed
- References Available
- Fast Free Estimates
- No Job To Big Or Small
- All Restorations



GOT ROOF LEAKS

10% Off With Flyer



ATTENTION: OWNER/MANAGER

Free Estimates

Address: 1224 Pemberton Hill Road Dallas Texas 75217



AGENDA ITEM 1.4
Ellis County Commissioners Court
February 27, 2018



SHORT TITLE:

Release Letter of Credit for Sneed's Place Addition

LEGAL CAPTION:

Consider and act upon a request to release Letter of Credit No. 4300074145 issued by Pinnacle Bank, in the amount of twenty-three thousand and one hundred dollars (\$23,100.00) for Sneed's Place Addition, a private subdivision, in the extraterritorial jurisdiction (ETJ) of the City of Grand Prairie, Road & Bridge Precinct No. 4.



APPLICANT(S):

Don Sneed



PURPOSE:

The applicant is requesting the County to release the Letter of Credit for Sneed's Place Addition initially issued on November 15, 2017, for \$23,100 specifically for streets, roads, and drainage requirements. All roads and infrastructure have been inspected and determined to be "substantially complete." This is a private subdivision, and the infrastructure will NOT be adopted by the county as county-owned and maintained.



ANALYSIS:

The Commissioners Court approved a final plat for this subdivision on July 25, 2017, and granted a variance to not require a Maintenance Bond on September 12, 2017.



RECOMMENDATION:

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

- 1) **Approve** this request to release the Letter of Credit No. 4300074145, issued by Pinnacle Bank, for \$23,100.00 for Sneed's Place Addition as presented.
- 2) All infrastructure is considered private and shall not be maintained or owned by Ellis County.



ATTACHMENTS:

1. Location Map
2. Copy of Letter of Credit



DEPARTMENT OF DEVELOPMENT
Ellis County

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

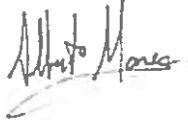


PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1



Subject Property



ATTACHMENT NO. 2



November 15, 2017

IRREVOCABLE LETTER OF CREDIT NO. 4300074145

Beneficiary:

County Judge, as Sole Beneficiary

ELLIS COUNTY COMMISSIONERS COURT

Waxahachie, TX 75165

To Whom It May Concern:

We hereby establish our Irrevocable and Unconditional Letter of Credit for the account of DSCI, Inc. for a sum or sums not exceeding in the aggregate amount of \$23,100.00. The funds are available by your drafts at sight on us for:

CONSTRUCTION BOND FOR A SUBDIVISION: Sneed's Place Development for construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches, and channels.

Drafts must be marked as being drawn under the credit and bear its number 4300074145 dated October 10, 2017. The amounts are to be endorsed on the reverse by the negotiating bank, Pinnacle Bank, Benbrook, TX. Drafts must be accompanied by the following documents:

(1) Original of this Letter of Credit

We hereby agree with drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation and delivery of documents as specified above at this office of Pinnacle Bank, 9282 Benbrook Blvd, Benbrook TX 76126 or, after ~~October 10, 2017~~ at Pinnacle Bank, 9282 Benbrook Blvd, Benbrook TX 76126 on or before that expiration date of this Letter of Credit, being upon completion of the construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches and channels in the subdivision, Sneed's Place. This Letter of Credit expires on May 15, 2018.

Sincerely,

Anita Grogan

AVP/ Branch Manager 817-232-6646



MEMBER FDIC



AGENDA ITEM 1.5
Ellis County Commissioners Court
February 27, 2018



SHORT TITLE:

Road frontage variance for Union Hill Road, Property ID No. 220078

LEGAL CAPTION:

Consider and act upon a request to grant a variance for a one-time variance from Section 8-A (Residential Lots) of the adopted Rules and Regulations to allow one (1) single-family dwelling. The property contains ± 28.526 acres of land located between Union Hill Road and Burl Moore Road, Ennis, Road & Bridge Precinct No. 1.



APPLICANT(S):

Christopher Anderson



PURPOSE:

The applicant wishes to sell this property for future single-family residence and an on-site facility. However, the proposed road frontage for the lot fails to meet the minimum of one hundred and fifty (150) feet, thus necessitating the need for the variance request. If the variance is approved, the applicant will disclose the variance has been granted. A 40-foot easement exists on the property that allows access to the rear 28 acres.



HISTORY:

There is no other history associated with this property. This property has an access easement filed with the County Clerks Office under Volume 1735, Page 73.



OTHER RELEVANT INFORMATION:

Section 8-A of the Rules and Regulations states, "Lots served by a public water supply but using individual on-site sewage facilities for sewage disposal shall have a minimum surface area of at least one useable acre for any O.S.S.F. systems, and a minimum of one hundred fifty (150) feet of a County or State road frontage from front of lot to back of lot. Lots facing other public street thoroughfare must comply with corresponding entity requirements."

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

1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,



2. That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,
3. That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,
4. That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.



ANALYSIS:

The lot exceeds the minimum requirement of one (1) acre but currently has no road frontage. As this property was split in its current configuration years ago, it cannot ever be developed legally without a variance.



RECOMMENDATION:

Staff recommends approval of this variance to Section 8-A (Residential Lots) of the Rules and Regulations, subject to the following conditions:

- 1) Only one (1) single-family residence shall be allowed on the property.
- 2) No future subdivision of the property shall be allowed unless it is brought up to current county rules.



ATTACHMENTS:

1. Aerial Map
2. Applicant's Request



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator

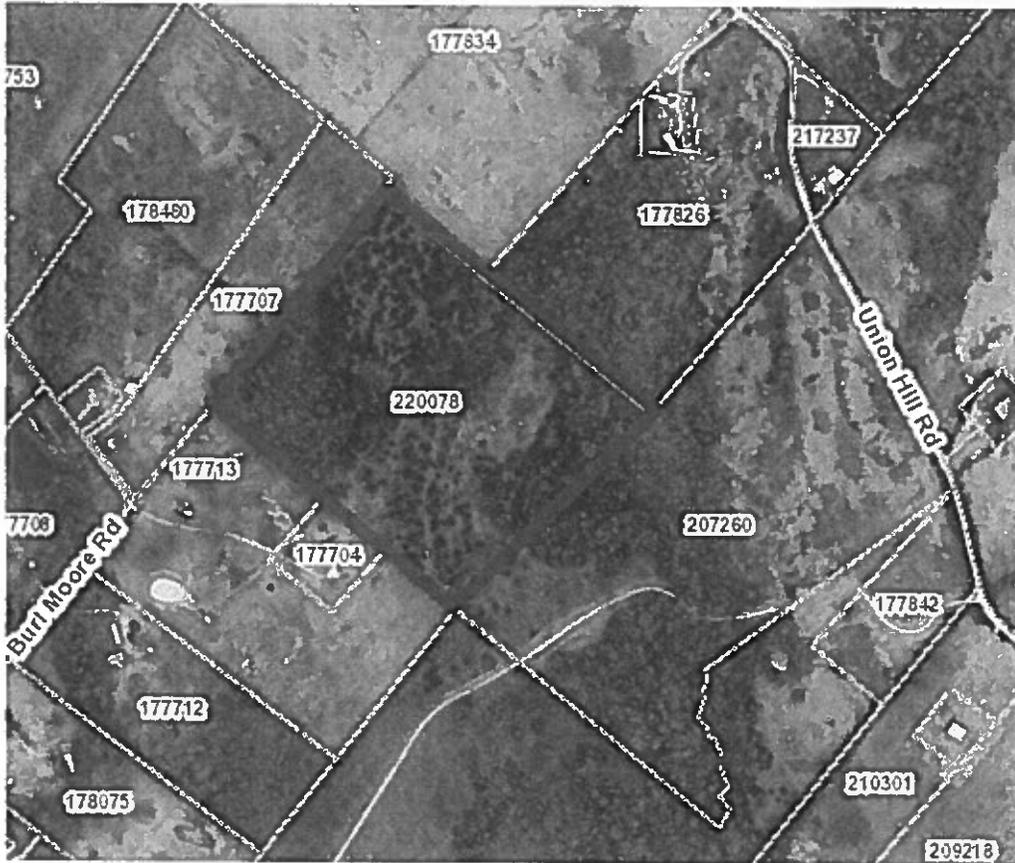


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1



Subject Property



ATTACHMENT NO. 2

Commissioners Court of Ellis County
Historic Ellis County Courthouse
101 West Main Street
Waxahachie, TX 75165

Re: Request for variance

Gentlemen:

My name is Christopher Anderson and I reside at 1148 Union Hill Road in Ennis. My home is on approximately 124 acres of land identified by Property ID # 177847 and Property ID # 177842 on the Ellis County Appraisal District records. I also own 28 acres identified by Property ID # 220078 on the Ellis County Appraisal District records. I am making a request by this letter that this Court grant a special variance from the 150 foot road frontage requirement with respect to the 28 acre tract. For the convenience of the Court in considering my request, I am enclosing a drawing of my property as well as the property of my neighbor, Felix Nelson (identified by Property ID # 207260 on the Ellis County Appraisal District records).

I purchased all of my land in a single transaction in August of 2000 from James Kenneth Ward. Prior to September of 1997 Mr. Ward had owned all of the land now owned by Mr. Nelson and me. In September of 1997 Mr. Nelson purchased his tract from Mr. Ward. In the Deed to Mr. Nelson, Mr. Ward retained an express 40-foot access easement "for passageway or road to and from Grantor's adjoining property not being conveyed this day..." (which easement is depicted on the enclosed drawing).

When I bought my land three years later from Mr. Ward he explained the easement and that it gave me access not only to the back of my larger tract but to the 28 acres. In fact, that has been the case for the last 17 years.

However, I now have a potential purchaser of the 28 acres for their residence with a prohibition of additional subdividing or additional residences on the 28 acres. But the 150 foot



DEPARTMENT OF DEVELOPMENT
Ellis County

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

frontage rule, as I understand it, precludes the proposed purchase because the 28 acres is landlocked except for the access provided by the 40 +/- foot easement. No adjoining land owner is willing to purchase the property, and no adjoining land owner is willing to sell property which would allow me to meet the 150' frontage rule.

Based on the foregoing, I request that the Court grant me a variance from the 150 foot frontage rule to permit access to and from Union Hill Road and the 28 acre tract via the 40-foot easement. This request is accompanied by my check in the amount of \$100.00 in payment of the filing fee.

Respectfully,



Investment Proposal (Quote)

2.1

RDO Equipment Co.
3230 East Airport Freeway
Irving TX, 75062
Phone: (972) 438-4699 - Fax: (972) 438-6789

Proposal for:
ELLIS COUNTY PCT #4
COUNTY AUDITOR
1011 EASTGATE RD
MIDLOTHIAN, TX. 760656233
ELLIS

Investment Proposal Date: 2/1/2018
Pricing Valid Until: 10/31/2018
Deal Number: 1047128
Customer Account#: 8017003
Sales Professional: Brandon Aldridge
Phone: (972) 438-4699
Fax: (972) 554-2132
Email: BAldridge@rdoequipment.com

Comments

BUYBOARD QUOTE 515-16

PM'S DONE ON CUSTOMER YARD FOR 3YR OR 3000 HOURS, WHICH EVER COMES FIRST

Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD	0	New 2018 JOHN DEERE 544K PM Essential Final Tier 4 - 500 - 3000 Hours Warranty - John Deere Power Train & Hyd.-36 Months, 3000 Hours, Deductible: 0, Exp Date: 2/8/2021	\$152,980.04
1	TBD	0	Attachment - New 2018 JRB 92F0004	\$3,790.00
1	TBD	0	Attachment - New 2018 JRB 90K2001-0913	\$3,775.00
1	TBD	0	Attachment - New 2018 JRB 300GP300	\$4,635.00
1	TBD	0	Attachment - New 2018 JRB 300EB	\$3,515.00
Equipment Subtotal:				\$168,695.04

Purchase Order Totals

Balance:	\$168,695.04
Tax Rate 3: (TXEG 0%)	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$168,695.04
Cash with Order:	\$0.00
Balance Due:	\$168,695.04

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2018 JOHN DEERE 544K	7640DW 544K-II 4WD LOADER 0810 STANDARD GATHERING GROUP 0924 FT4 ENGINE 1010 STD 544K LOADER 1110 TRANSMISSION WO AX DISC 1215 130AMP ALTERNATOR 1310 MUFFLER WITH BLACK EXHAUST 1430 AIR INTAKE W PRECLEANER 1520 REVERSE FAN DRIVE 1610 FUEL TANK W STD FILTER 170C JDLINK ULT 5 YEAR SERVICE 1915 STEERING CYLINDERS NG 2010 STD ZB BOOM W STD LINKAGE 2120 CONVENTIONAL STEERING 2220 SEAT, CLOTH W AIR SUSPENSION 2432 3FN/JYSTK/1AUX/FNR 2520 LESS RIDE CONTROL 2605 ENGLISH DECALS 2715 15 AMP CONVERTER 2890 NO PAYLOAD SCALE 3049 AXLE,W/ HYD FRONT & REAR 3110 AXLE AUTO DIFF LOCK 4930 20.5-25 L2 12PR NBP BIAS 3PC 5530 STD FRT FNDRS/R PLATFORM 5610 LEFT SIDE STEPS 7110 STD MARKER/TURN LIGHTS 8220 CAST HITCH 8310 OUTSIDE MIRRORS 8422 CAB WITH AIR 8450 AC CHARGE 8550 BUCKET PINS 9043 ENVIRONMENTAL DRAIN 9111 PREM RADIO AM/FM/WB/CD/XM 9115 CAB FRESH AIR PRECLEANER 9430 BOTTOM GUARDS 9525 SMV EMBLEM 9705 NBP 20 5-25 12PC BIAS 3PC
1	TBD	2018 JRB 92F0004	92F0004 544K HYD COUPLER
1	TBD	2018 JRB 90K2001-0913	90K2001-0913 60X60 QC FORKS
1	TBD	2018 JRB 300GP300	300GP300 3.0 YD CPLR BCKT
1	TBD	2018 JRB 300EB	300EB 13'7" JIB BOOM CPLR 544K



RDO Finance Quote - Lease

RDO Equipment Co.
 3230 East Airport Freeway
 Irving TX, 75062
 Phone: (972) 438-4699 - Fax: (972) 438-6789

Prepared For:
 ELLIS COUNTY PCT #4
 COUNTY AUDITOR
 1011 EASTGATE RD
 MIDLOTHIAN, TX, 760656233
 (972) 723-8017

Prepared By:
Name: Brandon Aldridge
Title: Sales Professional
Phone: (972) 438-4699
Mobile: (972) 841-1744

Name: Ron May
Title: Regional Finance Manager
Phone: (972) 554-2119
Mobile: (682) 999-5433

Equipment Information

Status / Year / Make / Model	Serial Number
New 2018 JOHN DEERE 544K	TBD
Attachment - New 2018 JRB 92F0004	TBD
Attachment - New 2018 JRB 90K2001-0913	TBD
Attachment - New 2018 JRB 300GP300	TBD
Attachment - New 2018 JRB 300EB	TBD

Quote Overview

Selling Price: \$161,135.00
DOC/UCC Fees: \$650.00
Preventative Maintenance: \$7,560.04
Amount to Finance: \$169,345.04

Quote Options

	Lender	Frequency	Term	Number Of Payments	Security Deposit	Number of Advanced Payments	Payment (Plus Applicable Taxes)	Annual Hours	Purchase Option or FMV
Option 1	John Deere Financial	Annual	24	2	\$0.00	1	\$90,658.31	0	\$1.00 (PO)

Other Notices

All Numbers subject to Final Credit Approval

**A RESOLUTION
OF THE ELLIS COUNTY COMMISSIONERS' COURT**

WHEREAS, The Ellis County Commissioners Court finds it in the best interest of the citizens of Ellis County Texas that the Rifle-Resistant Body Armor Grant be operated for 2018; and

WHEREAS, Ellis County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Ellis County Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Ellis County Commissioners Court designates Ellis County Sheriff Office Support Service Lt. as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Ellis County Commissioners Court approves submission of the grant application for the Rifle-Resistant Body Armor Grant to the Office of the Governor.

Passed and Approved this _____ (Day) of February, 2018

Grant Number: 3495601

Carol Bush, County Judge

Randy Stinson, Commissioner Precinct 1

Lane Grayson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Kyle Butler, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: *Ellis County Texas*

Department to Provide Service: ROAD & BRIDGE, PCT. 1

Basis of Authority to Provide Services: *Interlocal Agreement dated 12-19-17*

Per Commissioners Court Minute No. 504.17

Local Government Requesting Service: *City of Garrett*

Description of Project to be undertaken: *POT holes for 8hrs*

Location of Project to be undertaken: ^① *Garrett Ave*, ^② *Marquise*, ^③ *Pecan hollow*
^④ *Merritt*, ^⑤ *Connor* in order of importance.

Commissioner, Precinct 1, Texas

APPROVED in open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2017.

County Judge, Ellis County, Texas

.....
ACCEPTED AND AGREED TO this _____ day of _____, 2017.

Signature: *[Signature]*

Title: *MAYOR*

On Behalf of: _____



3.7

February 16, 2018

Affordable Care Act Reporting and Tracking Service (ARTS) Renewal Information

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) has begun the renewal process for those counties and districts participating in the Affordable Care Act Reporting and Tracking Service (ARTS). Renewal will enable your entity to produce the forms required by IRS Sections 6055/6056 for calendar year 2018, assuming this reporting continues to be a requirement. Reporting will consist of forms (currently Forms 1094/1095C) which must be provided both to employees and the IRS. Current law requires all employers with 50 or more full-time equivalent employees are required to file these forms. ARTS will provide measurement period tracking for 2018 and beyond (to determine whether an employee must be offered health coverage), as well as affordability testing for groups that require employee contributions toward the cost of their own health coverage.

As your county or district provides health benefits through TAC HEBP, ARTS will continue to be available at NO COST in 2018, assuming program deadlines are met.

Your entity will need to continue sending employee, payroll, and unpaid leave of absence files to TAC HEBP in order to utilize this service for the 2018 reports. The information provided will be used to determine:

- 1) whether your employees are subject to fines under the Affordable Care Act (ACA) individual mandate;
- 2) whether individuals are eligible for a federal premium subsidy or tax credit; and
- 3) whether your entity is subject to penalties under the ACA employer mandate.

Some payroll vendors have worked with TAC to produce these files for you. You will be responsible for the completion of required information in your payroll system and submission to TAC, but this eliminates the need for manually producing additional spreadsheets.

If you use a payroll system that will produce the required IRS forms, and you determine that your entity does not need measurement period tracking or affordability monitoring, you may not need ARTS. It is a service offered by TAC and is completely optional.

Enclosed is the ARTS Renewal Confirmation Program Agreement. Please return a signed copy (initials on pages 1 and 2, signature on page 3) to your Employee Benefits Consultant or email to ARTS@county.org no later than 6/1/2018 if your entity wishes to continue its participation in the program. If you have any questions, please contact your Employee Benefits Consultant at (800) 456-5974.



**ACA Reporting and Tracking Service (ARTS)
2018 Renewal Confirmation Program Agreement
HEBP Member: (Pooled Group or ASO)**

Program Services

The ARTS program includes the following services:

- *Measurement, Administrative, and Stability Period tracking beginning January 1, 2018 and notification of eligibility for part-time / variable / seasonal employees (can provide tracking back to beginning of Measurement Period if 2017 data was provided by county/district);*
- *Reporting for your county/district regarding the status of potential benefits-eligible employees;*
- *Production of your county/district's 1094C and 1095C forms, shipped to you for distribution to employees (optional direct mail service);*
- *Transmission of your county/district's 1094C and 1095C forms to the IRS.*

Program Requirements

- 1) Participants must provide employer, payroll, employee and unpaid leave of absence (LOA) files related to the group's Health Benefits Plan in the format designated by TAC HEBP, as described on Attachment A: "ARTS File Specifications". Payroll data must be provided for each payroll cycle. Employee files must be provided, at a minimum, once per quarter. LOA files may be provided if and when applicable.
- 2) Group agrees to pay program fees as described in the 2018 ARTS Fee Schedule.

Enrollment and Data Submission Deadlines

- Groups who wish to participate in the ARTS program must return the signed documents to TAC HEBP no later than June 1, 2018 in order to participate.
- Data file transmission to TAC HEBP must begin no later than August 1, 2018 to avoid late fees, however, **we recommend that you continue sending your files after each payroll or at least monthly** to avoid getting backlogged. Please refer to the enclosed "2018 Deadlines for ARTS Files".



**ACA Reporting and Tracking Service (ARTS)
HEBP Member (Fully Insured or ASO)
2018 Fee Schedule for Renewing Participant**

1	<input checked="" type="checkbox"/>	ARTS Annual Subscription Fee	*\$4.25 / form	Waived
2	<input type="checkbox"/>	Optional Forms Distribution (<i>group chooses to have TAC mail employee forms</i>)	\$ 1.47 / form	If applicable, will be billed in 2019 after forms are produced
3	<input type="checkbox"/>	Late fee for service election form (<i>after 6/1/2018</i>)	\$1,700	
4	<input type="checkbox"/>	Late fee for data submission (<i>after 8/1/2018 and/or 1/7/2019</i>)	\$2,700	If applicable, will be billed in 2019 after forms are produced
		Total Amount Due: (if zero, enter 0.00)		\$ _____

**Per 1094/1095C form*

Fees subject to change annually

_____ Initials



ACA Reporting and Tracking Service (ARTS) Contact Designation Form

Contracting Authority: _____ (Group Name) hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that any notice to, or agreement by, a Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Group. Each Group reserves the right to change its Contracting Authority from time to time by giving written notice to HEBP.

Name: _____ **Title:** _____

Address: _____

Phone: _____ **Fax:** _____

Email: _____

Primary Contact: Main contact for data file and reporting matters pertaining to the ARTS program.

Name: _____ **Title:** _____

Mailing Address: _____

Delivery Address (no PO Boxes): _____

Phone: _____ **HIPAA Secured Fax#:** _____

Email: _____

Other Contact Emails for ARTS correspondence regarding data files, if any:

Signature of County Judge or Contracting Authority

Date

Print Name and Title

Payroll Software provider: _____

Software Version #: _____

**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 _____ 2018, 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.

**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 _____ 2018, 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 19, 2018** through **May 9, 2018** 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. Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.
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. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - B. Ordering Optical Scan Ballots and Flashcard for the AutoMark.
 - C. Pick-Up of equipment from the Elections Administrator's Office.
 - D. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - 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
204 E Jefferson Street
Waxahachie, Texas 75165

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 Onyon
Ellis County Elections Administrator

Telephone: _____

E-Mail: _____

Signed Agreement and payment for lease shall be mailed to:
Ellis County Elections
Attn: Jana Onyon
204 E Jefferson Street
Waxahachie, TX 75165

Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.

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

THIS AGREEMENT is entered into on this _____ day of _____ 2018, 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 Milford, 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 19, 2018** through **May 9, 2018** 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. Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.
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. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - B. Ordering Optical Scan Ballots and Flashcard for the AutoMark.
 - C. Pick-Up of equipment from the Elections Administrator's Office.
 - D. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - 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
204 E Jefferson Street
Waxahachie, Texas 75165

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: _____

Signed Agreement and payment for lease shall be mailed to:
Ellis County Elections
Attn: Jana Onyon
204 E Jefferson Street
Waxahachie, TX 75165

Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.

**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 _____ 2018, 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 19, 2018** through **May 9, 2018** 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. Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.
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. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - B. Ordering Optical Scan Ballots and Flashcard for the AutoMark.
 - C. Pick-Up of equipment from the Elections Administrator's Office.
 - D. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - 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

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: _____

Signed Agreement and payment for lease shall be mailed to:

Ellis County Elections

Attn: Jana Onyon

204 E Jefferson Street

Waxahachie, TX 75165

Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.

**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 _____ 2018, 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 19, 2018** through **May 9, 2018** 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. Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.
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. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - B. Ordering Optical Scan Ballots and Flashcard for the AutoMark.
 - C. Pick-Up of equipment from the Elections Administrator's Office.
 - D. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - 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

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: _____

Signed Agreement and payment for lease shall be mailed to:

Ellis County Elections

Attn: Jana Onyon

204 E Jefferson Street

Waxahachie, TX 75165

Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.

**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 _____ 2018, 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 Independent School District, 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 19, 2018 through May 9, 2018** 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. Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.

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. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - B. Ordering Optical Scan Ballots and Flashcard for the AutoMark.
 - C. Pick-Up of equipment from the Elections Administrator's Office.
 - D. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - 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
204 E Jefferson Street
Waxahachie, Texas 75165

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: _____

Signed Agreement and payment for lease shall be mailed to:
Ellis County Elections
Attn: Jana Onyon
204 E Jefferson Street
Waxahachie, TX 75165

Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
MOUNTAIN PEAK SPECIAL UTILITY DISTRICT**

THIS AGREEMENT is entered into on this _____ day of _____ 2018, 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 Mountain Peak S.U.D., 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 5, 2018** through **May 2, 2018** 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. Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.

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. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
- B. Ordering Optical Scan Ballots and Flashcard for the AutoMark.
- C. Pick-Up of equipment from the Elections Administrator's Office.
- D. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
- 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
204 E Jefferson Street
Waxahachie, Texas 75165

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 Onyon
Ellis County Elections Administrator

Telephone: _____

E-Mail: _____

Signed Agreement and payment for lease shall be mailed to:

Ellis County Elections

Attn: Jana Onyon

204 E Jefferson Street

Waxahachie, TX 75165

Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.