

RECEIVED FI

JUN 18 2018

ELLIS COUNTY AUDITOR

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0340-50602-00000-000	Staff Travel Reimbursement	\$ (500.00)
001-0340-50835-00000-000	Employee Training	\$ (1,000.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0340-50801-00000-000	Supplies	\$ 1,500.00

Elvin P. Conner 6-15-18
 Signature of Department Head Date Signed

TX D.P.S.
 Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

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

Approved by County Auditor's Office: DeVonda Spurlock 6/18/18

FJ

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0150-50956-00000-000	CCL2- ATTY Criminal	50,000.00
001-0150-50957-00000-000	CCL1- ATTY Guardian	52,000.00
001-0150-50957-00000-000	CCL1- ATTY Guardian	15,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0150-50897-00000-000	CCL1 Substance abuse serve	52,000.00
001-0150-50959-00000-000	378th Apointed Attorneys	15,000.00
001-0150-50828-00000-000	court cost /gen expense	50,000.00

*Transfer initiated by
Auditing*

Signature of Department Head

Date Signed

Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

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

Approved by County Auditor's Office:

DeVonde Spauloh 6/27/18

ELLIS COUNTY, TEXAS
Expenditure Statement by Fund
For the Period October 1, 2017 through September 30, 2018

FUND 001: GENERAL FUND

DEPT 0150: STATE MANDATED INDIGENT LEGAL

Account Number	Account Name	CYTD Original Budget	CYTD Revised Budget	P-T-D Expenditures	Y-T-D Expenditures	ITD Encumbrances	Available Budget	CYTD Percent of Budget Remaining
EXPENDITURES								
001-0150-50729-00000-000	INDIGENT-GUARDIANSHIPS ATTY/INVEST	\$ 10,000.00	\$ 10,000.00	\$ 1,246.00	\$ 1,246.00	\$ 0.00	\$ 8,754.00	87.54%
001-0150-50730-00000-000	PROBATE/GUARDIANSHIP INVESTIGATOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
001-0150-50731-00000-000	MEDIATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
001-0150-50822-00000-000	JUVENILE LEGAL	100,000.00	100,000.00	81,039.98	81,039.98	0.00	18,960.02	18.96%
001-0150-50827-00000-000	PHY/MEDICINE	30,000.00	30,000.00	24,791.25	24,791.25	0.00	5,208.75	17.36%
001-0150-50828-00000-000	COURT COSTS/GEN EXPENDITURES	50,000.00	50,000.00	70,227.07	70,227.07	0.00	(20,227.07)	(40.45%)
001-0150-50829-00000-000	HOSPITAL/BURIAL	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
001-0150-50830-00000-000	40TH APPOINTED ATTORNEYS	600,000.00	600,000.00	452,033.84	452,033.84	0.00	147,966.16	24.66%
001-0150-50836-00000-000	443RD APPOINTED ATTORNEYS	450,000.00	450,000.00	299,953.98	299,953.98	0.00	150,046.02	33.34%
001-0150-50881-00000-000	CEMETERY	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

**ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT**

RECEIVED

JUN 28 2018

F3

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>
001-0613-50803-00000-000	FURNITURE/FIXTURES	\$200.00
001-0613-50812-00000-000	RADIO	\$500

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0613-50821-00000-000	UNIFORM EXP	\$200
001-0613-50802-00000-000	EQUIPMENT	\$500



Signature of Department Head

6/28/18

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 _____, 2018

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonde Spaulder 6/20/18



AGENDA ITEM SP1
Ellis County Commissioners' Court
July 3, 2018



SHORT TITLE:

Simplified plat of Rockett Springs Phase 2, Lots 2 & 3

LEGAL CAPTION:

Consider and act on a request for a simplified plat of Rockett Springs, Phase 2, Lots 2 & 3. The property contains ±7.446 acres of land in the Alexander Younger Survey, Abstract No. 1197 located at the south side of Bells Chapel Road ± 300 feet west of High Meadow Drive, Waxahachie, Road & Bridge Precinct No. 4.



APPLICANT:

Ernest Martinek



PURPOSE:

The applicant wishes to subdivide this property into two (2) lots. The lots sizes are ± 3.796 and ± 3.204 acres.



HISTORY:

There is no other history associated with this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan

This plat shows a variable right-of-way dedication ranging from twenty (20) to thirty-five (35) feet along the centerline of Bells Chapel Road. This plat shows the necessary right-of-way dedication for this road.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Simplified Plat



RECOMMENDATION:

Staff recommends **approval** of this request, as presented.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



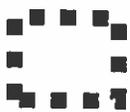
APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1



Subject Property: 188120



AGENDA ITEM SP2
Ellis County Commissioners' Court
July 3, 2018



SHORT TITLE:

Simplified plat of Little Acres Addition, Lots 1 - 4

LEGAL CAPTION:

Consider and act on a request for a simplified plat of Little Acres Addition, Lots 1 - 4. The property contains ± 4.783 acres of land in R. Pena Survey, Abstract No. 3 located northeast corner of Neck Road and FM 813, Palmer, Road & Bridge Precinct No. 1.



APPLICANT:

Dennis Little



PURPOSE:

The applicants wish to create four (4) lots. Lot sizes for this proposed subdivision range from ± 1.02 to ± 1.302 acres.



HISTORY:

There is no other subdivision history associated with this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan

No right-of-way dedication along FM 813 is required as it meets its intended width. The plat shows a 30-foot right-of-way dedication along Neck Road to convert this from prescriptive right-of-way to an official right-of-way dedication.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Simplified Plat



RECOMMENDATION:

Staff recommends approval of this request, as presented.



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



DEPARTMENT OF DEVELOPMENT
Ellis County

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

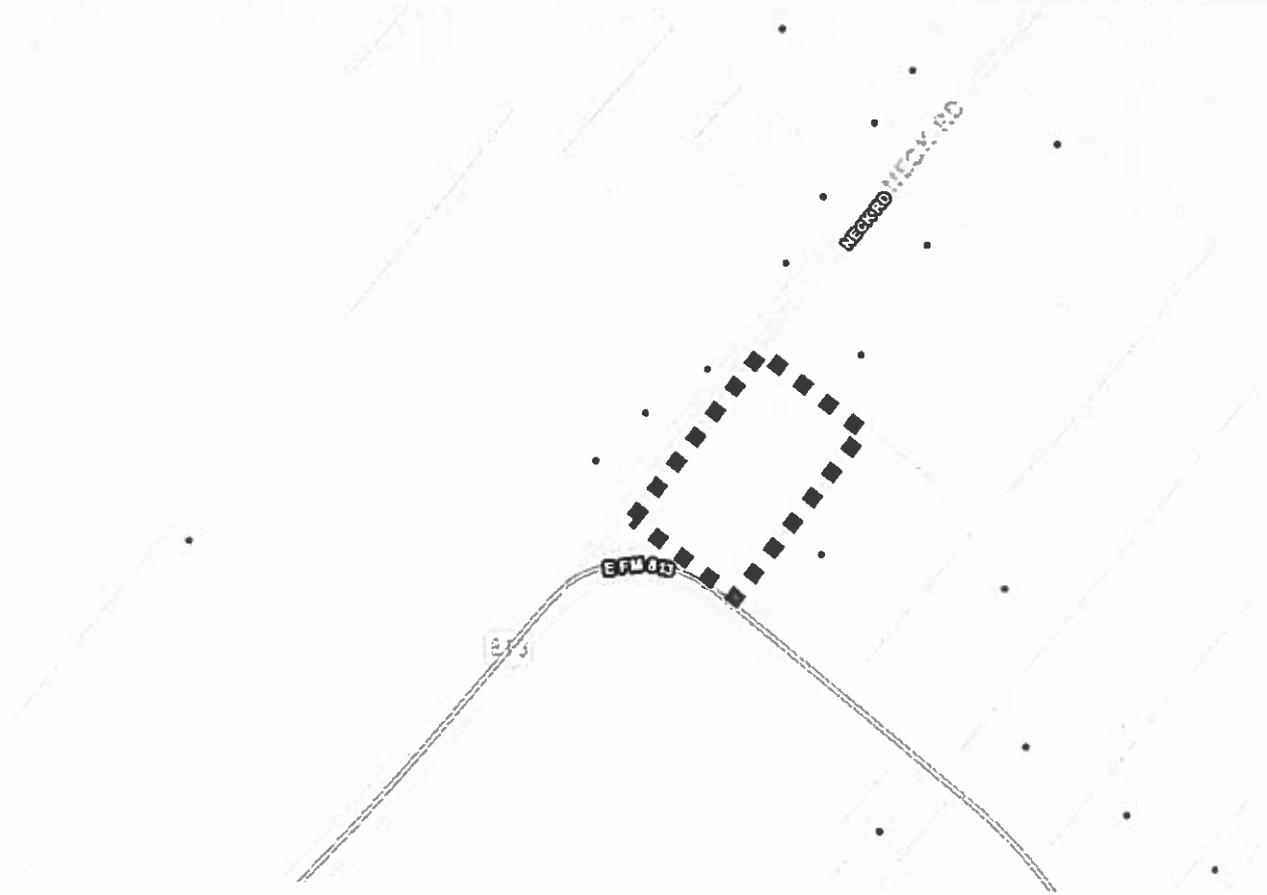


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1



Subject Property: Parcel ID: 178558



AGENDA ITEM SP3
Ellis County Commissioners' Court
July 3, 2018



SHORT TITLE:

Simplified plat of Oil Field Road Subdivision, Lot 1

LEGAL CAPTION:

Consider and act on a request for a simplified plat of Oil Field Road Subdivision, Lot 1. The property contains ± 4.525 acres of land in Thomas Jefferson Chambers Survey, Abstract No. 1, located north Oil Field Road and ±2,400 feet east of FM 1181, Ennis, Road & Bridge Precinct No. 2.



APPLICANT:

Sharon Boothe



PURPOSE:

The applicants wish to create one (1) lot with ± 4.422 acres.



HISTORY:

There is no other subdivision history associated with this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan

The Thoroughfare Plan does not designate any roads near this subdivision. However, the plat shows a 30-foot right-of-way dedication along this road to convert this from prescriptive right-of-way to an official right-of-way dedication.



ANALYSIS:

Although this lot layout is unusual, it meets the minimum road frontage requirement along with all other requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Simplified Plat



RECOMMENDATION:

Staff recommends **approval** of this request, as presented.



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



DEPARTMENT OF DEVELOPMENT
Ellis County

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



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1



Subject Property: Parcel ID: 176989



**ELLIS COUNTY
PURCHASE REQUISITION**

**Requisition Routing
Instructions:**
(check box)

Accounts Payable for
payment

Purchasing to place
order

 ELLIS COUNTY PURCHASE REQUISITION	Requisition Routing Instructions: (check box) Accounts Payable for payment <input type="checkbox"/> Purchasing to place order <input checked="" type="checkbox"/>
---	---

Date: 06/20/2018	Vendor: Gyro Trac
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Deliver to: Purchasing	
<input type="checkbox"/> High Importance 1-3 business days	<input type="checkbox"/> Low Importance 3-5 business days

Department: Road and Bridge PCT1	Address: 600 N. I-45
---	-----------------------------

Department Head Signature:	City/St/Zip: Palmer , Tx 75152
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Charge to line item: RB1-Purchase of Equipment 003-0601-50802	Phone:
---	---------------

Qty	Asset#	Description	Estimated Unit Cost	Total Cost
1		Gyro Trac -Low Flow Cutter head		\$17,160.00
		Buyboard Contract #529-17		
		****PLEASE DO NOT ISSUE CHECK UNTIL WE GET EQUIPMENT****		
		Total		\$17,160.00



Company Address 10 Flying Cloud Drive
 Summerville, SC 29483
 US
 Phone (866) 800-3900

Created Date 6/20/2018
 Expiration Date 7/1/2018
 Quote Number 00000319

Contact Name Randy Stinson
 Email randy.stinson@co.ellis.tx.us

Phone (972) 825-5330

Bill To Name Ellis County, TX Road & Bridge
 Bill To 600 N IH45 Business
 Palmer, TX 75152

Ship To Name Ellis County, TX Road & Bridge
 Ship To PO Box 536
 Palmer, TX 75152
 Amount 17,160.00

Description Quote for a Low Flow Boom Mounted Cutter Head for a Tiger Boom.
 Texas Buyboard, 12% discount off list price.
 Thank you for allowing me to quote you. Odette

*Buyboard
 527-14*

Product	List Price	Sales Price	Quantity	Total Price
Boom Mounted LFCH	\$19,500.00	\$17,160.00	1.00	\$17,160.00
New Cutter-head Limited Warranty - Parts Only for 1 Year	\$0.00	\$0.00	1.00	\$0.00

Product Info Low Flow Boom Mulching Cutter Head

Subtotal	\$17,160.00
Discount	0.00%
Total Price	\$17,160.00
Grand Total	\$17,160.00

ALL PRICES ARE IN US DOLLARS

Thank you for allowing us to quote you.

#06745

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GYRO-TRAC CORPORATION

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
10 FLYING CLOUD DR

6 City, state, and ZIP code
SUMMERVILLE, SC 29483

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

5	7	-	1	0	6	2	8	5	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Helen Hodson* Date ▶ *January 8, 2018*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MOBILE MAMMOGRAPHY SERVICE AGREEMENT

Client Contact: Theresa Taylor	DATE: 5/8/2018
Company Name: Ellis County	UTSW Contact: Sydney McCauley / Mobile Mammography Prog. Coordinator
Address: 109 S Jackson St. Waxahachie, TX 75165	P: 214.645.2518
Phone: 972.825.5929	F: 214.645.2595
Email: theresa.taylor@co.ellis.tx.org	sydney.mccauley@utsouthwestern.edu

Reservation Date(s): 11/15/2018
Screening Hours: 8A-3P*
*or till the last patient is screened

Audience: Employees

Participation Requirements:

Thirty-five (35) Participants are requested to be pre-registered for the Event Screening two (2) business days in advance or the Event is subject to reduced screening hours and/or cancellation. It is the Client's responsibility to monitor the booking requirement of their Event. As a courtesy, the Mobile Unit's call center staff will monitor scheduled appointments, and notify Client if minimum numbers are not scheduled two weeks in advance of Event date. If Event is open to the community, by signing this agreement Client gives UT Southwestern Medical Center permission for Event date inclusion in the Public Access Calendar for the Mobile Mammography Program.

Publications:

Client will not make any press releases, public statements, advertisement or other promotional materials using the name or logo of UT Southwestern or the name of any UT Southwestern employee, or referring to this Agreement or the engagement of Client as an independent contractor of UT Southwestern, or the purchase of goods or services by UT Southwestern, without the prior written approval of UT Southwestern. Requests for prior written approval of any such releases, public statements, advertisements or other promotional materials must be submitted at least 10 days in advance of the planned publication date and should be directed to University's Vice President - Communications, Marketing and Public Affairs.

Participant Billing Information:

X	<p>Corporate Event: Payment is expected at the time of service unless Participant has provided health insurance information and it has been verified prior to service. The Participant is responsible for providing proof of health insurance coverage. Should the Participant not present an insurance ID card at the time of service, payment in full will be expected.</p>	<p>Community Event (Dallas County ONLY): A Susan G. Komen grant provides funding for screening mammograms for the uninsured Dallas County women. Current proof of residency and a valid ID are required for participation. Participants currently enrolled with a local County Health provider are encouraged to utilize the County Health Facilities. Eligible Participants are required to acknowledge the gift of the mammogram from the Dallas County Affiliates of Susan G. Komen for A Cure by signing an attestation statement. Grant funding is subject to availability of funds.</p>
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UT Southwestern Benefit Plans: Visit www.utsouthwestern.edu for all participation insurance plans.

Parking/Restroom Requirements:

Parking considerations for the Mobile Mammography Unit are essential to a successful Screening Event. The Client is responsible for providing an appropriate parking area for the unit: a 70' paved level parking surface, designated as 'reserved' for the Mobile Unit with access as early as 6:00AM on the Event date. For pedestrian safety, a security perimeter will be designated by the Mobile Unit driver. Additionally, staff will need access to restroom facilities on Event Day. The Client is responsible for adhering to these requirements or be subject to forfeiture of the Unit for service on the Event date.

Cancellation Policy:

Client agrees to provide written notice (via certified mail, email or fax) of any intent to cancel their scheduled Event within two (2) business days of the agreed Event. The Mobile Mammography Coordinator may cancel, postpone, or reschedule the Event for the Client within two (2) business days of the agreed Event date without penalty to the Client. Additionally, the Mobile Mammography Coordinator reserves the right to cancel an Event due to low participation, inclement weather, or technical difficulties. Should an Event be cancelled, the Client contact will be notified and an alternate date will be arranged. All scheduled Participants will be notified by the Mobile Unit's call center staff.

Additional Insured:

Client hereby [does does not] request to be listed as an additional insured on the UTSW commercial insurance policy.

Ellis County		(Client)			
CLIENT SIGNATURE	date	NAME	Title		
UT SOUTHWESTERN MEDICAL CENTER	date	NAME	Title		

PLEASE HAVE PARTICIPANTS CALL TO SCHEDULE THEIR INDIVIDUAL APPOINTMENTS: (214) 645.2560 OR TOLL FREE (866) 277.0710

B & J Wakefield Services, Inc.
P O Box 735
Waxahachie, TX 75168

MP# 2:25 PM

2.3

Date: 5/16/2018

Phone: (972) 938-3355

Fax: (214) 988-0867

www.texasseptic.com / office@texasseptic.com

To: Ellis County Training Center #1
Attention: Jodi Platt
101 W Main St #203
Waxahachie, TX 75165

Contract Period

Start Date: 7/28/2018

End Date: 7/28/2019

Phone: (972) 825-4943 Subdivision:
Site: 2272 FM 878, Waxahachie, TX 75165
County: Ellis

Permit #: 09151103

Warranty Expired: 10/12/2013

Installer: SK Septic Services
Agency: Ellis County Department of Development
Mfg/Brand Pro Flo - Galco (Cajunaire) / Pro Flo

Installed: 10/12/2011

B & J Wakefield Services, Inc.
12 visits per year - one every 1 months

Map Key:

ID: 5151401

B & J Wakefield Services, Inc. (BJWS) will inspect and/or maintain the OSSF of residence at location specified in this contract for the amount of time indicated in this contract. This inspection will cover (1) checking the irrigation pump and spray field to be sure they are operating, (2) checking any warning lights and/or audible alarms for motor malfunctions or failure and (3) testing effluent as required for your type of system. Repair and replacement parts will be an additional charge separate from regular maintenance, and if any lab cost are involved. Before any additional work is done, an agreement on time and price for parts and labor will be made. Some items may require deposits. Full payment is required upon job completion. Service charges apply on all service calls other than regular maintenance. If payment is not received this contract will be voided. You will be contacted by letter as well as the regulating authority. Payments made after 30 days will have an interest rate of 8% APR, after 90 days a \$20 late fee will be assessed and after 180 day's account will go to collections and/or lien placed along with fees for collection will be assessed. If you wish to cancel your contract, please notify us by mail or phone so that we can fill out the appropriate forms. All contracts are for one year; no refunds will be issued. BJWSI is not responsible for any overdrafts on your banking account if debit card is used for your account on file with us. In the event that repairs are done parts and labor are due upon completion of work which will be at time of invoicing. If payment is not made BJWSI will return to property and removed parts that were installed and keep in our possession until product is paid for. We will provide report indicating what was removed. Property owner shall not use system until repaired. If the customer notices a problem with the OSSF System, they need to contact B & J Wakefield Services, Inc. as soon as possible. BJWSI will respond within 48 business hours either by phone, fax, email or text to set up a date for repair. Customer is not contracted to BJWSI for repairs just for inspections only. Additional services provided per plan chosen. (see attached plans). By signing this contract; the customer is allowing B & J Wakefield Services, Inc. or a representative of BJWS to gain access to property of location listed above to maintain and service the OSSF system. Customer will only be notified before we enter property if additional annual fee is paid to setup appointment to inspect or repair properties where the OSSF system is located. If repairs are to be less than \$100.00; BJWS may determine if necessary, to proceed with repair to OSSF system without notifying customer; unless customer request otherwise. Any repair over \$100.00 will be scheduled with customer's permission. B & J Wakefield Services, Inc. will not be held liable for damages to property; sewer backups; gaining access to property; or for any items in or around OSSF system. For example; gates, lids, piping, gardens, bushes, plants, walls, failures or results of failures with OSSF system and etc. We do ask customers to leave access to all components of the OSSF system so that we may work or inspect the system without complications. Price sheet (see attached) is part of contract. THE DISINFECTION UNIT WILL BE MAINTAINED BY THE CUSTOMER. Contract start date can be changed by BJWSI Inc., to date of final signature. Contract not valid without approved stamp.

Customer Signature : _____

Date: ____ / ____ / ____

Notification Required or appointments (Fee due at beginning of contract): Dogs ____ Locked Gate: ____ Other: ____

Platinum & Warranty Plans - choose product (circle one). 10lb bucket of chlorine OR Waste Digestant

Email address: _____
tanks

Report will be emailed and tag will be left over

Licensed Maintenance Provider: Brian S Wakefield, MP#15 Date: ____ / ____ / ____

Office use: approval stamp: contract not valid without approval stamp:

Brian S Wakefield, President
B & J Wakefield Services, Inc.
OSSF II OS0026873, MP 15

	SELECT SAVER	SILVER	GOLD	PLATINUM	WARRANTY 1	WARRANTY 2	WARRANTY 3
Annual Contract Cost	\$99.00	\$150.00	\$200.00	\$280.00	\$400.00	\$500.00	\$600.00
Monthly Installments	N/A	\$14.50	\$18.66	\$26.34	\$36.00	\$45.00	\$54.00
Appointment Fee (if necessary)	\$35.00	\$35.00	\$35.00	\$35.00	\$15.00	\$15.00	\$15.00
Service Call Fee	\$75.00	\$65.00	\$35.00	\$20.00	\$10.00	\$10.00	\$10.00
Emergency Service Call (weekend, holidays, non business hours)	\$125.00	\$125.00	\$125.00	\$125.00	\$75.00	\$75.00	\$75.00
Inspections/Year	3	3	3	3	3	3	3
Inspection of Listed Components *	✓	✓	✓	✓	✓	✓	✓
Air Compressor Cleaned		✓	✓	✓	✓	✓	✓
Irrigation pump filter cleaned			once per contract	once per contract	✓	✓	✓
Sprinkler head filters cleaned & adjusted			✓	✓	✓	✓	✓
10% discount parts (excludes Norweco, Jet and special order parts)				✓	✓	✓	✓
Choice of 10lb bucket of chlorine or 1 year supply of waste digestant				✓	✓	✓	✓
All Mechanical parts repaired or replaced at no cost					✓	✓	✓
All Electrical components repaired or replaced at no cost						✓	✓
All reclaimed water piping repaired at no cost							✓
Pump out of system - covered when needed and after initial year of Warranty 3 coverage*							✓

* Inspection of aerator(s), irrigation pump(s), disinfection device, chlorine supply, electrical circuits, distribution system, spray field vegetation, sludge reading from pump tank and overall condition of system.

- All Warranty Plans are subject to warranty inspection. No parts will be covered until warranty inspection is performed.

- Our warranty 1, warranty 2 and warranty 3 plans are inspection plans and extended warranty plans on 500 gallon per day aerobic spray plants and cover these parts as indicated: - Mechanical items are water pumps and air compressors. These warranty plans do not cover aerators manufactured by Jet or Norweco, we can use a aftermarket part or if unit can be rebuilt we will consider it on a case by case bases or prorate the item. We will not cover Norweco's Bio Kinetic Filter.

- Norweco systems - The Bio Kinetic filter is cleaned at an hourly rate in 15minute increments. Customer can request cleaning of this device at every service or as per requested. We will not be responsible for device breaking when removed or reinstalled.

- Electrical components are control panel, and wiring from control panel to pump tank.

We will not cover any fixed film or media devices. - These warranty plans do not cover pre-existing conditions, accidental damages/improper usage, acts of nature (floods, wind, tornadoes, snow, ice, drought, lightning), overloads, ants/rodents, unauthorized repairs, theft or anything that is not considered normal operation of the system. - We will not cover pumping due to overloading of system or because of leaky tanks. Not to exceed 1 sludge removal (pumping) every 3 years. - Norweco systems - The Bio Kinetic filter is cleaned at an hourly rate in 15minute increments. Customer can request cleaning of this device at every service or as per requested. We will not be responsible for device breaking when removed or reinstalled. - We will not cover poor installation methods, leaky tanks, leaky risers, failing tanks, or sewage lines.

BJWSI will not be held liable or responsible for any sickness, health issues, death or any other damages that may directly or indirectly relate to the OSSF system. - Contract can be terminated by BJWSI if payment is not made. In the event if payment(s) are not made your contract will be terminated and if any repairs were made such as chlorine delivered, parts installed or any other charges that were incurred you will be billed for full amount of these items including labor costs

If paying by check make check payable to B & J Wakefield Services, Inc. - monthly plans (first and last months payment due to start contract)



Credit card type (circle one):

Credit Card Number: _____

Name as it appears on credit card: _____

Expiration Date: _____
Full Pay or Monthly

CCS Code: _____

Billing Zip Code: _____ Plan Chosen: _____

Signature: _____

2.5



Robyn Gotch
Technical Sales Specialist /Service Coordinator
817-349-6770 Direct Line
817-933-5009 Cell | 817-330-0396 Fax
robvng@ecsintl.com

Date: 05/03/2018 2018 Renewal

Quote: RG-050318-2

Ellis County Sheriff
Brady Davidson - IT Administrator
300 S. Jefferson Street
Waxahachie, TX 76165
972-825-4980
Brady.davidson@co.ellis.tx.us

SHIP TO: **001-0015-50** *873*
Approved By: *Ch*
Date: *6-18-18*
17,467.50

Qty.	Part #	Description	Unit Price	Line Total
1	UPP-1-200000-3-Z1	3-year onsite contract with yearly PM visits for BJ423T0005 - 12kVA 12 Slot 9170+	\$3,877.50	
1	UPP-1-11000-3-Z1	3-Year onsite contract with yearly PM visits for FE7k25116 and batteries	\$3,650.00	
1	UPP-F-06000-3-Z1	3-Year onsite contract with yearly PM visits for FE3.1k26344	\$2,485.00	
1	UPP-F-06000-3-Z1	3-Year onsite contract with yearly PM visits for BC441FG011	\$2,485.00	
1	UPP-F-06000-3-Z1	3-Year onsite contract with yearly PM visits for BC411FG010	\$2,485.00	
1	UPP-F-06000-3-Z1	3-Year onsite contract with yearly PM visits for BC411FG008	\$2,485.00	

JUN 19 12:20P

Sales tax may apply - if you are exempt, please provide certificate.

- Current contracts are due to expire 6/17/18 and should be renewed prior to that time.

Total \$17,467.50

- The content of this quote is based upon information provided by the customer. It is the customer's responsibility to verify the accuracy of the information.
- Freight is FOB shipping point and damages are the receiving parties' responsibility. Please thoroughly inspect sensitive electronic equipment and note any damage prior to signing for the shipment with the driver for claims purposes. Communications and collections on freight damage are between the receiver and Freight Company.
- To accept this quotation, sign here and return to the following address by mail, fax or email.

Signed: *Brady Davidson*

We accept VISA, MasterCard, Check or PO (with pre-established Credit)
 Terms: Net 30 Days - Energy Control Systems Standard Terms & Conditions Apply
 Quote valid for 30 days from date above.
 Please remit to: Energy Control Systems Inc. P.O. Box 330607, Ft. Worth, TX 76163

SERVICE and UPS REQUIREMENTS

Installation Services provided are limited to:

- Removal of existing battery string(s)
- Installation of new battery string(s)
- Certified Recycling

Site Requirements for Quoted Installation Service:

- Standard dock delivery that can accommodate a standard semi-truck and an onsite forklift or pallet jack (4,000 lb. capacity)
- Inside staging area large enough for the batteries being installed and removed
- Inside staging area must be within 50' of the dock area
- Battery room/cabinets must be within 200' of the staging area
- Doorways at least 34" in width
- Elevators within easy access and be rated for at least 4,000 lbs.

If the situation falls outside these parameters (and the site is not capable of bringing the batteries to the unit themselves) then special handling must be arranged and/or quoted.

Prices quoted for service reflect normal timeframes for work being performed – delays while on site may result in additional t/m charges.

If included under Remedial coverage, equipment that has not been serviced by ECS or a previous contract has lapsed is subject to inspection to determine if it is in acceptable working condition prior to acceptance of this Agreement by ECS. As determined by results of the first preventive maintenance inspection under this Agreement, any remedial action required to bring covered equipment into compliance with manufacturer's specifications will be at Customer's sole expense under the time and material rates currently in place. If Customer declines to approve such remedial action, the Agreement will be voided and any payments already received by ECS will be refunded, less any charges (at aforementioned T&M rates) for services already expended under the Agreement

- Major maintenance requires transferring of the UPS to bypass (the critical load will be unprotected and powered by utility). Maintenance bypass (external wrap) will be used if available. The UPS is designed to make these transitions without a loss of power to the critical load but, we cannot predict component or utility power failures.
- ECS is not responsible for resetting manufacturer's battery timers when proprietary software resides.
- ECS is not responsible for battery information provided by manufacturers – we recommend verifying battery part numbers by visual confirmation.
- UPS UNIT SALES: Be advised that some equipment contains proprietary elements, specifically, but not limited to – Padlock Software. Your post-warranty service options may be limited.
- Contract coverage does not include cap banks or transformers.

TERMS AND CONDITIONS

I. GENERAL TERMS

The sale of services or goods under this Agreement by ECS International Inc. (ECS) is conditioned upon Customer's acceptance of these terms and conditions. Any different terms and conditions, which may be proposed by Customer, are objected to and are not binding upon ECS. ECS shall deliver equipment according to the corresponding invoice and quotation. At time of delivery to Customer site, Customer must inspect for any apparent damage to packaging and confirm any possible damage. Should any damage be discovered, Customer must make claim with shipper. Further, Customer has Ten (10) days within which time they shall inventory the shipment and notify ECS of any discrepancy between Invoice/Packing list and Goods received. After such time responsibility for any items remain solely with the customer. Customer shall retain all original packing materials and shipping labels for assistance and verification with shipping provider.

Additional or different terms proposed by Buyer/Customer, whether in its purchase order or otherwise, shall not be binding upon ECS International, Inc. and are hereby rejected unless expressly agreed to in writing by ECS International, Inc.

II. EQUIPMENT

ECS shall provide Preventive Maintenance ("PM") and Remedial Maintenance ("RM"), as defined in Sections III and IV below, in accordance with the Service Plan selected by Customer, on the Equipment and at the locations listed on Schedule A (the "Covered Locations")

III. PREVENTIVE MAINTENANCE

Preventive Maintenance means the routine service required to maintain the Equipment in proper operating condition in accordance with factory specifications under normal use and service. ECS shall schedule a field engineer to perform PM's on a date mutually convenient to Customer and ECS. PM's shall be performed during ECS's normal working hours of 8:00 a.m. to 5:00 p.m. Central Time Monday through Friday, unless otherwise specified.

IV. REMEDIAL MAINTENANCE

Remedial Maintenance means the service required to return Equipment to operating condition in accordance with factory specifications under normal use and service, where the Equipment has failed to so operate because of a manufacturing defect in materials or workmanship. ECS will provide RM in accordance with the Service Plan selected by Customer, following receipt of verbal or written notification from Customer of Equipment failure.

V. FIELD ENHANCEMENTS

At Customer's request, ECS will provide Equipment enhanced field modifications. Equipment enhanced field modifications are defined as material and labor used to provide an additional feature or capability of the UPS System. These services will be billed separately on a parts and labor basis.

VI. BATTERY MAINTENANCE

ECS's sole responsibility for maintenance of batteries used and operated in conjunction with the Equipment is limited to cleaning batteries, assuring the integrity of connectors and proper battery voltage levels. Customer shall be solely responsible for the cost of battery cell(s) and accessory parts replacement, if required.

VII. PARTS REPLACEMENT

Except as provided in Section XII, ECS shall replace all parts in accordance with the Service Plan selected by Customer as outlined in the One Time Service and Contract Service Plan Offerings document.

VIII. INVOICING AND PAYMENT

Customer shall pay the annual charges for the Service Plan selected in advance, including applicable sales/use taxes. Charges shall be payable net thirty (30) days from date of invoice. Service and repairs not covered under the Service Plan will be billed on a labor and parts basis and are payable net thirty (30) days from date of invoice. ~~ECS shall provide Customer with 60 days notice of any increase in the annual service charges for renewal of this Agreement.~~ Any past due amount shall be subject to interest at the lower of 1.5% per month or the highest rate permitted by law, and Customer shall be responsible for all costs and expenses incurred by ECS, including attorneys' fees and costs, in collecting past due invoices or other payments.

Tax Exempt

In writing

IX. LIMITED WARRANTY

1. ECS warrants that the services provided under this Agreement shall be performed in a competent manner. ECS further warrants that any parts furnished by ECS in connection with this Agreement shall be provided with clear title and shall be free from defects in material and workmanship at the time of installation.
2. ECS's sole and exclusive liability, and Customer's sole and exclusive remedy, under these warranties shall be that ECS, at its sole option, shall adjust or repair, as soon as practicable, equipment which is not operating under normal use and service in accordance with factory specifications because of a manufacturing defect in materials or workmanship, for the longer of the remaining term of this agreement or 90 days from the date of service.
3. The foregoing paragraph sets forth the exclusive remedy of Customer and the sole liability of ECS for any and all claims based on ECS's performance of services under this Agreement or for the failure of or defect in materials or services furnished under this Agreement, whether based on contract, warranty, tort (including negligence), strict liability or otherwise and is in lieu of all other warranties whether written, oral, implied, or statutory.
4. Equipment not under ECS's original equipment warranty or a PM and RM Agreement immediately prior to the effective date of this Agreement, is subject to inspection by ECS to determine if it is in acceptable working condition and includes current ECS mandatory field modifications. Such inspection and any repairs or modifications deemed necessary by ECS to bring the Equipment up to good operating condition shall be made at Customer's expense under separate agreement at ECS's then current time and material charges.

X. EXCLUSIONS FROM COVERAGE

Contract coverage may be void and service labor and parts shall be invoiced as an additional charge to Customer at ECS's then current labor and material list prices if any of the following conditions occur:

1. Customer attempts to maintain or repair Equipment in a manner other than, or in conflict with, this Agreement or ECS's specific recommendations.
2. Damage to Equipment is caused by: modification, alteration, repair or service of the Equipment by anyone other than an authorized ECS service provider; physical abuse to, or misuse of, the Equipment; operation in a manner contrary to the instructions which accompany the Equipment; use of the Equipment in conjunction with equipment supplied another party; or any damage caused by acts of God such as lightning or fluctuation in electrical power.
3. Damage to Equipment results from failure to maintain facilities and Equipment in a reasonable manner. (Refer to Section XIV "Customer Responsibilities")
4. Parts and Labor required to maintain the equipment that is not included in the Service Plan selected by the customer.
5. The ECS Service Engineer is denied ready and reasonable access to Covered Location or the Equipment.
6. The Equipment is repaired or serviced by a service provider who is not expressly authorized by ECS.
7. It is necessary, due to local circumstances, to use union labor or hire an outside contractor. ECS service personnel will provide supervision only and Customer shall be responsible for the cost of such union or contracted labor.
8. The cost of parts and labor to replace batteries.
9. The Equipment is moved from the Covered Location. Charges to provide Service at such other site shall be subject to mutual agreement between Customer and ECS.
10. Cost of completing a service call that is delayed or interrupted by Customer.

XI. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

1. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ECS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PARTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
2. ECS shall not be responsible under any circumstances, either directly or indirectly, for any damage to the Equipment or any other property of Customer, nor for any injuries to or death of any person in connection with ECS's performance under this Agreement, except where such damage, injury or death is directly and solely attributable to the gross negligence of ECS. In no event, whether in contract, warranty, tort (including negligence) or otherwise, shall ECS be liable to customer or any third parties for indirect, incidental, special or consequential damages of any nature or from any cause whatsoever, including, but not limited to, loss of use of Equipment, lost production, lost profits, loss of customers, cost of substitute equipment, facilities or services, electronic data loss or recovery or down time.
3. ECS's entire liability and Customer's sole and exclusive remedy for any and all claims in connection with or arising out of this Agreement or ECS's furnishing of the services and products described in this Agreement shall be limited to Customer's actual and direct damages, not to exceed the greater of the net book value of the Equipment (cost of Equipment less depreciation to date) or three times the annual charges for the period of coverage specified in this Agreement, reduced by any damages attributable to the negligence of Customer's employees or agents.
4. In no event shall ECS be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of the Equipment. Customer shall indemnify ECS from any and all claims for injury to or damages suffered by ECS's employees, agents and subcontractors while performing Services at Customer's site.

XII. ACCESS TO EQUIPMENT

Customer shall provide ECS full and free access to the Equipment at the Covered Location and shall furnish ECS personnel with suitable working facilities, space for storage, adequate heat, ventilation and electric power and outlets for providing service at no cost to ECS. Customer shall be responsible for providing ECS personnel a safe workplace to perform services under this Agreement.

XIII. DEFAULT

In addition to all other rights and remedies provided to ECS at law or under this Agreement, this Agreement shall terminate immediately without further notice to Customer, if Customer is in default of any of its obligations under this Agreement, and such default continues for twenty (20) days after receipt of notice thereof.

XIV. CUSTOMER RESPONSIBILITIES

Customer shall provide proper and reasonable maintenance of facilities and Equipment including, but not limited to, the following: 1. Maintaining temperature of area where Equipment is located at or below 77°F to insure longer life of the Equipment. 2. Controlling humidity so that there is no condensation. 3. Keeping the Equipment area free of corrosive atmospheres that would affect the life of the Equipment. 4. Keeping the Equipment clean and free of loose dirt and debris.

Customer shall inspect all delivered items for order accuracy within ten (10) days of receipt. After said period, any errors in item accuracy become the responsibility of the customer.

XV. TERM AND TERMINATION

This Agreement shall be in effect for a period established on the Purchase Order commencing on the date of receipt of such Purchase Order. Thereafter, this Agreement shall be renewed for successive terms unless terminated by either party giving the other party notice of termination no less than thirty (30) days prior to the expiration of the initial or any renewal term of this Agreement. This Agreement can be terminated at any time, for any reason, by giving either party official written notice. This written notice can be either regular mail or electronic email.

XVI. ENTIRE AGREEMENT

The terms and conditions of this Agreement and schedules if any, attached to or referenced herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior and contemporaneous agreements, representations, statements, negotiations, understandings and undertakings are superseded. No modifications or changes to this Agreement shall be effective unless in writing signed by authorized representatives of both parties.

XVII. ASSIGNMENT

This Agreement is not assignable by Customer without the prior written consent of ECS. Any attempt by Customer to assign any of its rights, duties or obligations under this Agreement without such consent is void. Customer acknowledges and agrees that subcontractors or authorized service providers selected by ECS may perform the services described in this Agreement.

XVIII. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing, sent by certified or registered mail, return receipt requested, postage prepaid, to the parties at the address first listed in this agreement or any other address as is specified for the applicable party by notice given as provided in this paragraph.

XIX. INTELLECTUAL PROPERTY INFORMATION

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of ECS International and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

The following are registered trademarks, trademarks or service marks of ECS International or its Affiliates: SineTamer, We ARE the standard. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of ECS International or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of ECS International or its Affiliates.

XX. UNAUTHORIZED USE OF MATERIAL

We respect the intellectual property of others, and we ask you to do the same. If you believe copyright, trademark or other property rights have been infringed, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon or other information sufficient to specify the copyrighted work being infringed).
2. Identify the material that you claim is infringing the copyrighted work listed in item #1 above.
3. Provide information reasonably sufficient to permit us to contact you (email address is preferred).
4. Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing webpage or other content (email address is preferred).
5. Include the following statement: "I have a good faith belief that use of the copyrighted material described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
7. Sign the paper.

B. Send the written communication to the following address:

Designated Agent for Claimed Infringement:

Contact: Dustin Edwards - Address: 5500 E Loop 820 S #205 Fort Worth, TX 76119 - Phone: (817) 483-6497

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

XXI. MISCELLANEOUS

1. The services provided by ECS under this Agreement do not assure that operation of the Equipment will be uninterrupted or error free. ECS shall not be liable for delay or failure to perform any service or fulfill its obligations under this Agreement due to any cause beyond its reasonable control such as,

but not limited to, acts of God, act of civil or military authority, acts of government, labor disturbances, floods, epidemics, strikes, fires, unusually severe weather or inability to obtain or delay in obtaining parts, materials, or labor.

2. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XXII. CONTRACT CANCELLATION

1. Refunds for contract cancellation are considered on a case by case basis. Customer is required to request cancellation and possible refund in writing. Energy Control Systems will take into consideration the specific circumstances and decide as to the amount of refund if any and report back to the customer. Refunds are at the sole discretion of Energy Control Systems.

XXIII. EQUIPMENT WARRANTIES

1. All products sold by Energy Control Systems are warranted by the original manufacturer of the equipment. All warranties are pass through warranties. Nothing verbally stated by any individual associated with Energy Control Systems shall change such, unless provided in writing by an officer of the company.

XXIV. RECOMMENDED PRODUCTS/SOLUTIONS

1. Surge Protection Devices are engineered solutions and are subject to a no-return policy by our manufacturer. Any deviations from such are subject to approval from the individual manufacturer.

2. Other engineered solutions, including but not limited to power factor controllers, harmonic mitigation, motor generator sets, etc are calculated utilizing information supplied by customer. Energy Control Systems cannot be held liable for incorrectly supplied information upon which a solution is calculated and recommended.

3. Customer is ultimately responsible for final selection of operational voltages for any product. If ECS personnel performed a survey with an approved electrician, customer must verify all part numbers match the desired voltage prior to placing purchase order.

4. Any changes requested by customer must be approved by manufacturer and may be subject to a nominal change fee.

Fiscal Funding Attachment

Ellis County Fiscal Funding Out Clause

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF WAXAHACHIE**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function or service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW, THEREFORE, the parties agree and covenant one with the other as follows:

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the CITY OF WAXAHACHIE goods and services.
- B) The City of Waxahachie (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and / or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from June 1, 2018 to December 31, 2018.

- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
 - 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and / or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 20_____.

COUNTY JUDGE
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



City Secretary

Cartwright

MAYOR
City of Waxahachie

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20_____.

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 20_____.

Signature: _____

Title: _____

On Behalf of: _____

United States Court of Federal Claims
Washington, D.C.

RECEIVED 3.4
JUN 22 2018
COUNTY JUDGE

OFFICIAL NOTICE

The United States Court of Federal Claims has certified a **CLASS ACTION** lawsuit regarding your right to recover additional sums under the **PAYMENTS IN LIEU OF TAXES ACT [PILT Act]** for fiscal years 2015, 2016, and 2017.

This is not a solicitation from a lawyer.

The Court of Federal Claims, in the case of *Kane County, Utah v. United States*, Case Nos. 17-739C and 17-1991C (Consolidated) [the Lawsuit], has directed sending this notice to a Class made up of: "All 'unit[s] of general local government,' as defined in 31 U.S.C. § 6901(2), that received payment under 31 U.S.C. § 6902(a) of the Payment in Lieu of Taxes Act [PILT Act] in fiscal years 2015, 2016 and/or 2017."

You are receiving this notice because you are a unit of local government believed (1) to be a member of that Class, and (2) to have been underpaid in those years.

The Lawsuit seeks to recover monies that the Court has determined that the federal government owes each Class Member for the underpayment of its respective PILT Act entitlement in fiscal years 2015, 2016, and/or 2017.

To obtain the money that the federal government owes you, *without having to file your own lawsuit*, you must submit a Class Action Opt-In Notice Form which can be done quickly and securely online at www.PILTPayments.com. You may also complete and return the enclosed copy of the Class Action Opt-In Notice Form by first class mail or pre-paid delivery service.

To participate in the Lawsuit, you must submit your completed Class Action Opt-In Notice no later than September 14, 2018.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

- This Notice has been sent to you by order of a federal court. **Please read this Notice carefully and fully.** It explains the opportunity you now have to join a Class Action Lawsuit currently pending before the Court.
- The Court is neither encouraging nor discouraging you to join the Lawsuit. You have the right to participate in the Lawsuit as a Class Member, or to do nothing and be excluded from the Lawsuit.

- **Please Note:** This particular Class Action differs from many other class actions in the United States because,
 - if you do nothing, you will not be able to participate in the Lawsuit, and
 - the Court has already ruled that the federal government owes each Class Member for underpayments in fiscal years 2015, 2016, and/or 2017.

SUMMARY OF YOUR RIGHTS AND OPTIONS IN THIS LAWSUIT	
ASK TO BE INCLUDED (OPT INTO THE CLASS ACTION LAWSUIT)	<p>By submitting a Class Action Opt-In Notice Form you are asking to be included in the Lawsuit, receive any PILT Act underpayments recovered in the Lawsuit, and be bound by its results.</p> <ul style="list-style-type: none"> • You acquire rights to any money that the Court determines that you are due as a result of underpayment, in fiscal years 2015 through 2017, of your entitlement under Section 6902 of the PILT Act. • You will be bound by the outcome of the case, whether favorable or unfavorable to you. <p>You will also give up the right to sue the federal government on your own, and at your own expense, for the same legal claims made in the lawsuit.</p> <p>In order to join the Lawsuit, you must submit a completed Class Action Opt-In Notice Form online, by first class mail, or by pre-paid delivery service. The Class Action Opt-In Notice Form must be submitted, postmarked, or delivered no later than September 14, 2018.</p>
DO NOTHING	<p>If you do nothing, you will not be included in the Lawsuit, and you will have no right to any money recovered in the Lawsuit. But you will keep the right to sue the federal government for any alleged PILT Act underpayments in fiscal years 2015 through 2017, on your own and at your own expense.</p>

- Your rights and options, and the deadline to exercise them, are further explained below.
- This Notice may affect your legal rights. Read it carefully.

BASIC INFORMATION

1. Why did I get this Notice?

The federal government's records show that you are a unit of local government that received a payment pursuant to Section 6902 of the PILT Act in fiscal years 2015, 2016, and/or 2017. This Notice advises you that:

- a. The Court has allowed, or "certified," a Class Action Lawsuit against the United States to recover amounts which the Court has determined that the government was required to pay units of local government under 31 U.S.C. § 6902, but did not pay in full in fiscal years 2015, 2016 and 2017.
- b. You are eligible to participate in the Lawsuit by completing and timely submitting a Class Action Opt-In Notice Form. The Form may be completed and submitted online at www.PILTPayments.com. Alternatively, you may complete the enclosed copy of that Class Action Opt-In Notice Form and submit it by first class mail or by pre-paid delivery service.

2. What is this Lawsuit about?

This Lawsuit is about whether the federal government was required to pay in full the amounts due to units of local government under Section 6902 of the PILT Act in fiscal years 2015, 2016, and 2017. The Class Representative (Kane County, Utah) contended that the federal government underpaid units of local government in those years, and that all Class Members are entitled to recover the underpayment amounts. The government denied that any units of local government were entitled to any additional PILT payments beyond the amounts already paid for those years.

3. What has the Court decided?

The Court has ruled that provisions of Section 6902 of the PILT Act obligated the federal government to pay eligible units of local government the full amounts calculated by a formula set forth in the Act even though Congress failed to appropriate sufficient funds to do so in fiscal years 2015 through 2017 (noting that Kane County had not challenged (and the decision did not therefore extend to) the portion the government's reduction of its fiscal year 2015 PILT payments caused by the sequestration of part of the funds appropriated to make FY 2015 PILT payments). The Court granted summary judgment, in favor of the Class, as to the government's liability for underpaying Class Members in those years. The Court has not yet determined the amount by which the Class as a whole, or any individual Class Member, was underpaid in those years. As of the date of this notice, Class Counsel

and counsel for the government have agreed on the amount of the underpayment in fiscal years 2015 and 2016, and anticipate reaching agreement on the amount of the underpayment in fiscal year 2017. The Court's decision is subject to appeal.

4. What is a Class Action and who is involved?

In a class action, one or more Class Representatives (in this case, Kane County, Utah) sues on behalf of all Class Members (in this case, units of local government that receive PILT payments) who have the same or similar claims. Kane County and all other Class Members who choose to participate in the Lawsuit are the "Plaintiffs." The United States is the "Defendant." In a class action at the United States Court of Federal Claims, the Court resolves all issues for all Class Members who choose to participate in the Lawsuit. Here, that includes the Court's decision that the government is liable, described in paragraph 3 above.

5. Why is this lawsuit a Class Action?

The Court has decided that this Lawsuit meets the requirements of Rule 23 of the Rules of the United States Court of Federal Claims, which governs class actions in that Court. Specifically, the Court has ruled that:

- The potential Class is so numerous that joinder of all Class Members is impractical;
- There are legal questions and facts common to each Class Member's claim;
- The Class Representative's claim is typical of the claims of other Class Members;
- The Class Representative, Kane County, Utah, and Class Counsel, Alan I. Saltman, a partner in the Washington, D.C. office of Smith, Currie & Hancock LLP, will fairly and adequately represent the interests of the Class;
- The common legal and factual questions predominate over questions affecting only individual Class Members; and
- This Class Action will be more efficient than having many individual lawsuits.

6. What is requested in this Lawsuit?

The Class Representative seeks, for itself and for all other Class Members who choose to participate in the Lawsuit, payment of the amounts by which each was underpaid in fiscal years 2015 through 2017. Class Counsel will also ask the Court for an award of attorney's fees and expenses.

WHO MAY PARTICIPATE IN THE CLASS ACTION

7. Am I part of this Class Action Lawsuit?

You must decide whether you wish to participate in the Lawsuit. **You cannot participate unless and until you fill out and submit—online, by first class mail, or by pre-paid delivery service—the Class Action Opt-In Notice Form found on the website www.PILTPayments.com.** A copy of the Form is also enclosed. The Rules of the United States Court of Federal Claims require that Class Members choose whether to “opt into” the lawsuit. If you fit the description in the next question—and the government’s records indicate that you do—you may opt into and participate in this Lawsuit. If you do nothing, you will be excluded from the Lawsuit and will forfeit your right to receive any monies recovered in the Lawsuit.

8. Who can participate in the Lawsuit?

The Court has decided that the Class consists of:

“All ‘unit[s] of local government,’ as defined in 31 U.S.C. § 6901(2), that received payment under 31 U.S.C. § 6902(a) of the Payment in Lieu of Taxes Act in fiscal years 2015, 2016, and/or 2017.”

Any unit of local government meeting this definition may participate in this Lawsuit by timely submitting a completed Class Action Opt-In Notice Form.

9. Does participating in the Lawsuit cost any money?

No.

YOUR OPTIONS

10. How can I participate in this Lawsuit?

You can complete and submit your Class Action Opt-In Notice Form online at www.PILTPayments.com. Alternatively, you can complete the enclosed Class Action Opt-In Notice Form and send it by first class mail to: PILT Payments Class Action, P.O. Box 65876, Washington, D.C. 20035-5876; or by pre-paid delivery service to: PILT Payments Class Action, 1025 Connecticut Avenue NW, Suite 600, Washington, D.C. 20036. However you transmit it, you **must** submit your completed Form **no later than September 14, 2018** if you wish to participate in the Lawsuit. **Do not delay.**

11. What happens once I choose to participate in this Lawsuit?

As a Class Member who chooses to participate in the lawsuit, you will be represented by Class Counsel, who will take all actions necessary to protect your rights. You will receive the benefit of, and be bound by, all rulings, orders, judgments entered, or settlements approved by the Court, whether favorable or unfavorable. You will **not**, however, be asked to make any out-of-pocket payment of attorney's fees or expenses in the case.

12. If I choose to participate in the Lawsuit, what will I be required to do?

After timely submitting a completed Class Action Opt-In Notice Form, the parties currently do not anticipate that you will have to do anything else.

13. What happens if I choose not to participate in the Lawsuit?

If you do not submit a completed Class Action Opt-In Notice Form online **on or before September 14, 2018**; by first class mail **postmarked on or before September 14, 2018**; or by pre-paid delivery service **delivered no later than September 14, 2018**, you will be barred from participating in the Lawsuit and will not be entitled to any portion of any monetary recovery by judgment or settlement of the Lawsuit. You will retain the right to sue the federal government on your own about the same legal claims made in the Lawsuit, and will not be bound by the Court's judgment in the Lawsuit. If you decide to pursue your claim independently, outside of this Lawsuit, you should consult an attorney and do so promptly because certain statutes of limitation may bar or limit your claim. If you choose to hire your own attorney, you will be responsible for paying the full cost of that attorney.

THE LAWYERS REPRESENTING YOU

14. If I choose to participate in the Lawsuit, do I have to hire a lawyer to represent me?

No. The Court has decided that Alan I. Saltman and the firm of Smith, Currie & Hancock LLP are qualified to represent you and all other Class Members who choose to participate. They are called "Class Counsel."

Mr. Saltman is experienced in handling similar cases against the federal government. If you choose to file a Class Action Opt-In Notice Form, you agree to legal representation by Mr. Saltman and his firm.

15. Should I hire my own lawyer?

If you decide to participate in the Lawsuit, you do not need to hire a lawyer because Class Counsel is and will continue working on your behalf. But you are permitted to hire your own lawyer if you would like to do so. For

example, you may have your own lawyer appear in Court if you want someone other than Class Counsel to speak for you. Of course, if you choose to hire your own lawyer, you will be responsible for paying the full cost of that lawyer.

16. How will Class Counsel be paid?

Class Counsel will submit a request for its fees and expenses to the Court. You will not have to pay any fees or expenses directly. The fees and expenses that the Court determines should be paid to Class Counsel, if any, might be deducted from the money obtained for the Class and might reduce the amount available for distribution to Class Members, and therefore reduce the amount of money you receive.

LITIGATION INFORMATION

17. How and when will the Court decide the amount of the underpayments?

Class Counsel and counsel for the government have already agreed on the amount of the underpayments in fiscal years 2015 and 2016, and anticipate that they will also reach agreement on the amount of the underpayment in fiscal year 2017. Should that not occur, Class Counsel will have to prove the amount of the underpayments in fiscal year 2017 at trial. No trial date has been set. The Court has not yet entered judgment in any amounts for any of the years involved in the Lawsuit.

18. If there is a trial on damages, must I attend?

If there is a trial on damages, you do not need to attend. Class Counsel will present the case on behalf of all Class Members participating in the Lawsuit. You and/or your own lawyer are welcome, and entitled, to attend at your own expense.

19. When will I get any money from the lawsuit?

After the Court has determined (a) which Class Members have chosen to participate in the lawsuit, (b) the underpayment amounts, and (c) the fees and expenses that should be paid to Class Counsel, you will be notified about how and when you will receive your payment. At this time, the parties do not know how long that will take, or whether there will be any appeal from the Court's decisions that could impact the entitlement, timing, or amount of any payments.

GETTING MORE INFORMATION

20. Is more information available from the Court?

The pleadings and other records in the Lawsuit may be examined during regular business hours at the Office of the Clerk of the United States Court of Federal Claims. The Court's address is:

United States Court of Federal Claims
717 Madison Place, N.W.
Washington, D.C. 20005

THE COURT HAS INSTRUCTED THAT YOU SHOULD NOT CONTACT THE CLERK'S OFFICE BY TELEPHONE, E-MAIL, OR MAIL FOR INFORMATION ABOUT THIS CASE. Please do not contact the United States Court of Federal Claims with questions or requests for information.

21. Who can I contact if I have a question or need additional information?

Both a copy of the Court's decisions on Kane County's Motions for Summary Judgment, and its Order certifying the Class are also available at www.Smithcurrie.com/PILTPaymentsInfo.

Any questions you have can be submitted at www.Smithcurrie.com/PILTPaymentsInfo and Class Counsel will respond. The answers to Frequently Asked Questions, and to submitted questions of general interest, will also be posted there.

Class Action Opt-In Notice Form

UNITED STATES COURT OF FEDERAL CLAIMS
Kane County, Utah v. United States
Case Nos. 17-739C and 17-1991C (Consolidated)

1. To participate in this lawsuit as a Class Member, please fill out this form completely and legibly. **It must be submitted, postmarked, or delivered no later than September 14, 2018.**

See Paragraph 5 below for the addresses for (a) electronic submission via the internet; (b) first class mail; and (c) delivery by pre-paid delivery service.

2. Please fill in the name of the unit of local government [i.e., County, City, Town, Borough, Parish, etc.] opting into the *Kane County, Utah v. United States* Class Action lawsuit:

_____, _____
Unit of local government State

3. Please fill in the following information for the unit of local government:

Name of the person who will act as contact for the unit of local government regarding the Class Action lawsuit:

His /Her:

Title _____

Mailing

Address: _____

Telephone number: _____

E-mail address: _____

4. By signing your name in the space below (or filling in an electronic signature in the format /s/ *First name Last name* if submitting via the internet) you are declaring under penalty of perjury under the laws of the United States that:

(a) The unit of local government named above wishes to opt into the Class Action lawsuit: *Kane County, Utah v. United States*, Case Nos. 17-739C and 17-1991-C (Consolidated).

(b) You are authorized by the unit of local government named above to sign this document on its behalf.

Sign Your Name: _____ Date: _____

Print/Type Your Name: _____

Your Position or title with the unit of local government: _____

Your e-mail address: _____

Your phone number: _____

5. Submit this completed form to:

On Line:

by clicking "Submit" at <http://www.PILTpayments.com>

- A copy of this Class Action Opt-In Notice Form may also be downloaded at this website.

By First Class Mail:

PILT Payments Class Action
P. O. Box 65876
Washington, D.C. 20035-5876

Pre-paid Delivery Service:

PILT Payments Class Action
1025 Connecticut Avenue, N.W., Suite 600
Washington, D.C. 20036