

AJ

New Racial Profiling Form

Instructions

Step one Please verify the following mandatory information and add contact information for questions by the general public about your Agency's report.
collapse/expand

Agency ID 139100

Submitted by charles laubach | PID: 23047

Form type Tier one

Total stops 452

You have chosen to report as TIER ONE - Partial exemption from racial profiling reporting. You are reporting that agency vehicles used to conduct motor vehicle stops are equipped with video and audio equipment, and those videos are maintained for 90 days, or in accordance with the Texas State Code of Criminal Procedures Article 2.135(a)(2), your agency has requested and not received funds to install the recording equipment.

Step two Please select the reason you are filing as partial exempt

All cars regularly used for motor vehicle stops are equipped with video and audio equipment, and those videos are maintained for 90 days after the stop

In accordance with 2.135(a)(2), the agency has requested and not received funds to install the recording equipment.

Step Three Please fill out all the below information

a) Citation only	323	⊞
b) Arrest only	127	⊞
c) Both	2	⊞
a) African	40	⊞
b) Asian	1	⊞
c.) Caucasian	219	⊞
d) Hispanic	186	⊞
e) Middle Eastern	6	⊞
f) Native American	0	⊞
a) Yes	7	⊞
b) No	445	⊞
a) Yes	74	⊞
b) No	378	⊞
c) Yes	42	
b) No	32	

1. Number of motor vehicle stops (Must equal total number of stops) Total: 452

2. Race or Ethnicity (Must equal total number of stops) Total: 452

3. Race or Ethnicity known prior to stop? (Must equal total number of stops)
Total: 452

4. Search conducted? (Must equal total number of stops) Total: 452

5. Was search consented? (Must equal searches conducted - Line 4a) Total: 74

Upload data source
on racial profiling

Browse... No file selected.

Electronic signature - I consent that the info provided is true
and accurate.

[Back](#)

[Submit racial profiling form](#)

[Back](#)

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

A3

NAME: Mark Arnold

TITLE: County Extension Agent – Agriculture

COUNTY: Ellis

MONTH: January 2017

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
1/3	Waxahachie area-Result Demonstration Evaluation	16		
1/4	Waxahachie area- Master Gardener Board Meeting/Ellis Youth Expo Meeting	70		
1/5	Waxahachie area- Zika Program for Waxahachie Garden Club	6		
1/9	Waxahachie area-Annual Meeting set up	38		
1/10	Waxahachie area-Annual Meeting	6		
1/19	Waxahachie-Fort Worth-Fort Worth Junior Heifer Show	56		
1/20	Fort Worth area- Fort Worth Junior Heifer Show	15		
1/21	Fort Worth area- Fort Worth Junior Heifer Show	12		
1/22	Fort Worth-Waxahachie- Fort Worth Junior Heifer Show	68		
1/23	Waxahachie-Fort Worth-return- Fort Worth Junior Heifer Show	159		
1/24	Waxahachie-Ennis areas-Producer and 4-H Livestock Project visits	91		
1/30	Waxahachie-Fort Worth-Fort Worth Steer Show	61		
1/31	Fort Worth area- Fort Worth Steer Show	21		
		619		

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: 02/07/17

Signed: _____

Mark Arnold

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 619****Selected major activities since last report****January 2017**

- 1/3 Agent and Brush Specialist evaluated herbicide demonstration plots in Waxahachie area.
- 1/4 11 Master Gardener Board members met to discuss 2017 plans and receive training on BMP of Cash Management.
22 Ag Science Teachers, show officials and volunteers met to discuss and make final plans for the 2017 Ellis County Youth Expo to be held April 2-8, 2017.
- 1/5 Agent conducted educational program on ZIKA and other mosquito born illnesses for 25 members of the local Waxahachie Garden Club.
- 1/10 50 Master Gardener volunteers met for regular monthly meeting and training. Volunteer set up and decorated meeting room for Leadership Advisory Board Annual Meeting.

Leadership Advisory Board Annual Meeting and Volunteer Recognition event held with 85 in attendance.
- 1/17 Monthly Texas Department of Agriculture Private Applicator Training held with 3 attendees.
- 1/18 Agent Performance Review with District Administrator held.
- 1/19-23 Fort Worth Stock Show, Junior Heifers-Ellis County 4-H members participated: Brayden DeBorde, Bardwell; Jadan Jenkins, Ennis; Corben Huckabee, Waxahachie; Karlee Fuller, Derek Dillon and Dustin Parker of Palmer; Cade Malone, Red Oak, Alejar Ensor, Blaine Zharel, Ennis.
- 1/24 Leadership Advisory Board Meeting with 6 in attendance. Beef Project Workshop with 4 in attendance.
- 1/30-2/4 Fort Worth Stock Show, Junior Steer Show, 7 Ellis County 4-H members participate.

Educational Programming

Programs	9
Participants	225

Educational Contacts

Site Visits 4-H	6
Site Visits Ag	3
Telephone	78
MG/MN Telephone	49
Office Visits	104
E-Mails	3375
Newsletter/Letters	28
E-Gardening Newsletters	1553

Media Outreach:

Website hits	175
News Releases	1
Facebook posts	35
MG/MN new releases	9
MG/MN magazine	2
MG TV/Radio	4

Major plans for next month

2/1-4 Fort Worth Steer Show-Fort Worth, Texas
2/8 Ellis County Youth Expo Meeting-Waxahachie, TX
2/2,7,9,14,16,21,23,28
Master Gardener Intern Training Class-Waxahachie
2/20-26 San Antonio Steer Show, Junior Steers-San Antonio

Mark Arnold
Name
County Extension Agent - Agriculture
Title

Ellis
County
02/07/17
Date

Texas AgriLife Extension
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL
TITLE: County Extension Agent - Family & Consumer Sciences
MONTH: January 2017

NAME: Rita Hodges
COUNTY: Ellis

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
1/3	Forreston, Waxahachie (Waxahachie C.A.R.E., Better Living for Texans, 4-H)	52		
1/4	Waxahachie (Sr. Center, First Look, Diabetes education, Better Living for Texans, 4-H)	19		
1/5	Midlothian, Waxahachie (Manna House, Library, Better Living for Texans program, 4-H, diabetes education)	57		
1/9	Waxahachie (Better Living for Texans, Master Wellness Volunteers, 4-H)	19		
1/10	Waxahachie (Annual Meeting, Youth Expo, 4-H, Master Wellness Volunteers, Better Living for Texans)	52		
1/11	Red Oak, Waxahachie (Annual Meeting-return items, Master Wellness Volunteers, preparation for Better Living for Texans presentation, 4-H)	44		
1/12	Forreston, Waxahachie (deliver Better Living for Texans newsletters, 4-H, Master Wellness Volunteers)	38		
1/13	Maypearl, Waxahachie (Better Living for Texans-distribute newsletters, Sr. Center-Nutrition Program, 4-H)	49		
1/14	Ennis (Martin Luther King Health Fair)	46		
1/17	Waxahachie (FCS Committee Meeting, Better Living for Texans-distribute newsletters, Master Wellness Volunteers, 4-H, Performance Appraisal preparation)	22		
1/18	Waxahachie (2016 Performance Appraisal)	17		
1/19	Ennis, Waxahachie (deliver Better Living for Texans newsletters, 4-H, Master Wellness Volunteers, Better Living for Texans program)	61		
1/20	Waxahachie (diabetes education, deliver Better Living for Texans newsletters, 4-H)	21		
1/24	Waxahachie (Leadership Advisory Board Meeting, deliver Better Living for Texans newsletters, Sr. Center, Walk Across Texas, 4-H)	18		
1/25	Red Oak, Waxahachie (Better Living for Texans nutrition program, Master Wellness Volunteers, Sr. Center-STEM project)	41		
1/26	Waxahachie (Sr. Center, Nutrition Program-Better Living for Texans, Walk Across Texas)	12		

	Wellness Volunteers, Walk Across Texas, Better Living for Texans)		
1/31	Midlothian, Waxahachie (Walk Across Texas, Youth Expo preparations, Master Wellness Volunteers training preparation, Better Living for Texans, Child Care Conference Meeting)	61	
		1182	

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, 2017

Signed:

Rita M. Hodges

Reprint - 2.81

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 1182****Selected major activities since last report****January 2017**

1/5 Better Living for Texans Program (10)
 1/10 Annual Meeting (75)
 1/13 Nutrition Program (12)
 1/14 Martin Luther King Health Fair, Ennis (200)
 1/17 FCS Committee Meeting (8)
 1/18 2016 Performance Appraisal
 1/19 Better Living for Texans Program (20)
 1/20 Nutrition Programs (8)
 1/24 Leadership Advisory Board Meeting (8)
 1/25 "Eat Smart" –Better Living for Texans program-Part 1 (12)

Educational Programming:

Programs 6
 Participants 272

Educational Contacts:

Site Visits-FCS 18
 Telephone 84
 Office Visits 21
 E-mails 305
 Newsletters/Letters 1320

Media Outreach:

News Releases 8
 Website 175
 Facebook 208

Major plans for next month:

2/1 "Eat Smart" –Better Living for Texans program-Part 2
 2/2 Better Living for Texans Program
 2/2 Ellis Health Care Alliance Meeting
 2/3 Nutrition Program, Waxahachie
 2/8 "Eat Smart" –Better Living for Texans program-Part 3
 2/9 Meet with Indigent Health Coordinator
 2/10 Nutrition Program, Waxahachie
 2/15-17 FCS Training, Arlington
 2/16 Better Living for Texas Program
 2/21 Diabetes Coalition Meeting
 2/22 Nutrition Quiz Bowl Training

Rita Hodges

Name

County Extension Agent - Family & Consumer Sciences

Title

Ellis

County

02/01/17

Date

TEXAS A&M *AgriLife* EXTENSION

The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL

NAME: Megan Parr

TITLE: County Extension Agent - 4-H

COUNTY: Ellis

MONTH January 2017

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
1/3	TAE4-HA meeting/PDC, Hillsboro	62		
1/9	Springlake 4-H meeting, Mansfield	58		
1/10	Project visit, 4-H meeting, Red Oak	36		
1/11	Project visits-Maypearl, Italy	54		
1/12	Project visits	32		
1/14-16	FWSSR	270		
1/17	Project Visit, Ennis	35		
1/19	Program-Red Oak	32		
1/20-1/23	FWSSR	270		
1/26-29	FWSSR	225	\$220	
Total		1074	220	

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 02/07/2017 Signed: _____

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
January 2017

Selected major activities since last report

Miles traveled: 1074

- 1/3-Attended TAE4-HA meeting & PDC meeting in Hillsboro
- 1/4-Attended ECYE Board meeting *15 contacts*
- 1/8-Attended Silver Spurs meeting *29 contacts*
- 1/9-Attended Springlake 4-H meeting *20 contacts*
- 1/9-County Council/ALA meetings *21 contacts*
- 1/10-Presented program at Arts 4-His Honor meeting *18 contacts*
- 1/10-Project visit-Ag mechanics, goats, swine *5 contacts*
- 1/10-Annual Meeting-*100 contacts*
- 1/11-Project Visits-lambs & goats *13 contacts*
- 1/12-Projec Visits-goats *4 contacts*
- 1/13-Public Speaking project meeting *3*
- 1/14-16-Fort Worth (Dairy goats, goat judging, ag mechanics, horse judging, wildlife challenge) *34 contacts*
- 1/16-Livestock 4-H meeting *18 contacts*
- 1/17-Program at Pettigrew Academy on goals and goal setting *22 contacts*
- 1/17-Project visits/meetings-goats & CDM *12 contacts*
- 1/18-Performance Review
- 1/19-Program at Shields Elementary over Rocketry *115 contacts*
- 1/20-Public Speaking project meeting/All 4-Him meeting & Walk Across Texas presentation *26 contacts*
- 1/20-23-Fort Worth Stock Show (Heifers) *30 contacts*
- 1/23-Attended Shooting Sports meeting *18 contacts*
- 1/24-LAB meeting *3 contacts*
- 1/26-29 Fort Worth (lambs & goats) *43 contacts*

Educational Contacts

Educational Programming:

Programs4
 Participants.....529

Educational Contacts:

Site Visits 4-H.....12
 Telephone 55
 Office Visits 21
 E-Mails 80
 Newsletter/Letters 360
 Faxes 27

Media Outreach:

News Releases 0
 Website hits 175
 Social Media Contacts..... 54 posts on FB, 1203 follows (74,888 post reach), 31 on Instagram (262 follows) 12 on Twitter (121 follows)

Major plans for next month

- San Angelo Stock Show
- JCEP Conference
- San Antonio Stock Show
- ECYE Entry Night

- Pettigrew Program
- Indoor Archery Tournament
- Shooting Sports Coach Training
- ECYE Poultry pick up

Name: Megan Parr
Title: County Extension Agent 4-H
Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis
Date: 01/04/2017

FI

ELLIS COUNTY BUDGET
2016/2017 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
001-0140-50558-00000-000	contingencies/reserve	2000

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50805-00000-000	Conference	2000


2/22/17

 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 _____, 2016/2017

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

Approved by County Auditor's Office: Hollen 1/24/17
Needs court approval

F2

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

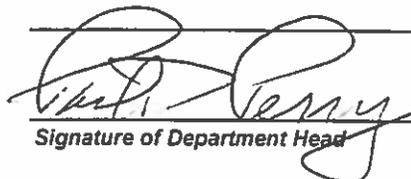
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

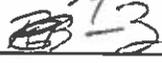
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-30302-00000-000	Budgeted Fund Balance Carryover	125377

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-50802-00000-000	Purchase of Equipment	125377

 _____
 Signature of Department Head

1-23-2017 _____
 Date Signed

F4-3
 _____
 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 *needs court approval*

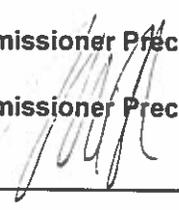
Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

 _____
 1/23/17

F3

ELLIS COUNTY BUDGET
2015/2016 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
001-0210-50801-00000-000	Supplies	\$1,200.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50800-00000-000	Chapter 19	\$1,200.00


Signature of Department Head

1-25-2017
Date Signed

Elections
Department

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

County Judge

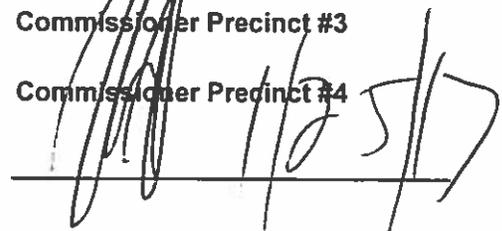
Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

needs
Court
approval



Approved by County Auditor's Office:

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

F4

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
042-0942-30302-00000-000	Sheriff's Federal Drug Fund	30,000

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-50802-00000-000	Equipment	30,000

C. Zamboni 01-28-17 10 / SHERIFF
 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 _____, 2016/2017

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

Approved by County Auditor's Office:

Shelley 1/30/17
Needs court approval

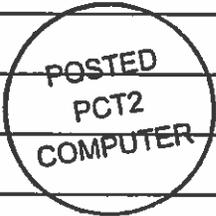
**ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT**

F5

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

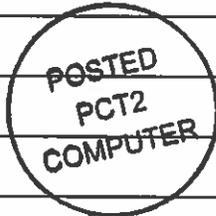
TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-30302-00000-000	FM2 FUND BALANCE CARRY OVER	\$65,000.00



TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50802-00000-000	FM2 EQUIPMENT	\$65,000.00




Signature of Department Head

2.1.17
Date Signed

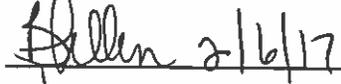
Ellis Co. Commissioner, Pct. 2
Department

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

APPROVED THIS _____ DAY OF _____, 2015/2016

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

Approved by County Auditor's Office:

 2/6/17
Needs court approval

Fl6

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

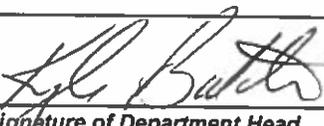
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 012-0755-40008-00000-000	FM4/INTERLOCAL	15,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 012-0755-50914-00000-000	FM4/SIGNS	15,000.00


Signature of Department Head

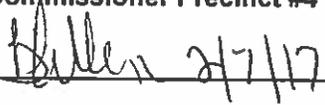
ROAD & BRIDGE PCT. 4
Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

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

Approved by County Auditor's Office:


Needs court approval



ELLIS COUNTY TAX ASSESSOR COLLECTOR

JOHN BRIDGES, RTA, CTA, CSTA
Ellis County Tax Assessor/Collector



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

F7

February 3, 2016

Request for Approval of February 14, 2017

Commissioners Court

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Refund Amount</u>
John A. Fratamico	139460	\$8,437.52
August REI, LLC	140525	\$3,541.75
Wells Fargo Home Mortgage	201397	\$3,500.20
Wells Fargo Home Mortgage	204551	\$3,193.42
Gateway Mortgage Group LLC	220848	\$3,802.55
August REI, LLC	225040	\$4,854.00
Wells Fargo Home Mortgage	227091	\$3,871.77
August REI, LLC	227558	\$3,781.07
August REI, LLC	227564	\$3,346.43
August REI, LLC	227594	\$2,750.81
August REI, LLC	227599	\$3,270.66
August REI, LLC	227601	\$2,866.03
August REI, LLC	227608	\$3,748.60
August REI, LLC	227609	\$3,373.61
Wells Fargo Home Mortgage	241628	\$5,219.28
August REI, LLC	228694	\$3,731.94
August REI, LLC	228712	\$4,033.54

TAX Refunds
page 1 of 2
consent
aguda



ELLIS COUNTY TAX ASSESSOR COLLECTOR



JOHN BRIDGES, RTA, CTA, CSTA
Ellis County Tax Assessor/Collector

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

August REI, LLC	243611	\$4,224.35
August REI, LLC	243618	\$4,224.35
August REI, LLC	243619	\$4,116.85
August REI, LLC	243620	\$4,224.35
August REI, LLC	243621	\$3,732.18
August REI, LLC	243622	\$4,188.61
August REI, LLC	243626	\$3,875.67
August REI, LLC	243627	\$3,542.89
August REI, LLC	243628	\$3,777.71
August REI, LLC	243629	\$3,754.15
August REI, LLC	243631	\$3,706.70
August REI, LLC	243633	\$3,839.41
August REI, LLC	243634	\$4,188.61
Corelogic	256953	\$4,969.41
August REI, LLC	257398	\$3,814.19
Moritz Interests, Ltd	262135	\$6,314.20

Tax Refunds
Consent
ajloda
10. 2012



DEPARTMENT OF DEVELOPMENT
AGENDA ITEM _____

CAPTION:

Conduct a public hearing to consider and act upon a replat of Lot 1, Carroll's Lake Addition. Property contains \pm 12.508 acres of land located at 223 Miller Road, Midlothian, Road & Bridge Precinct No. 4, as requested by Robert Rogers.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting this replat to combine a previous platted lot of \pm 1.054 acres with an unplatted parcel of \pm 11.454 acres located in the rear. These two (2) parcels will create one (1) new lot. There are no structures currently on this property.

History:

The Commissioners Court previously approved a simplified plat on this property on July 10, 2006. The City of Midlothian recently reviewed this plat and approved it on December 19, 2016.

Thoroughfare Plan:

No right-of-way dedication along Miller Road is required as it was dedicated in the 2006 approved plat.

Utility Service:

This property is serviced by Carrol Water Company. Although there is floodplain on the property, there is enough acreage for an on-site sewage system facility.

Advertisement:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised three (3) times in the Waxahachie Daily Light. This item has been advertised on the County's website since Monday, January 9, 2017. A total of two (2) people were notified of this request. All required notifications have been satisfied.

RECOMMENDATION:

Staff recommends approval of this replat, as presented.

ATTACHMENTS:

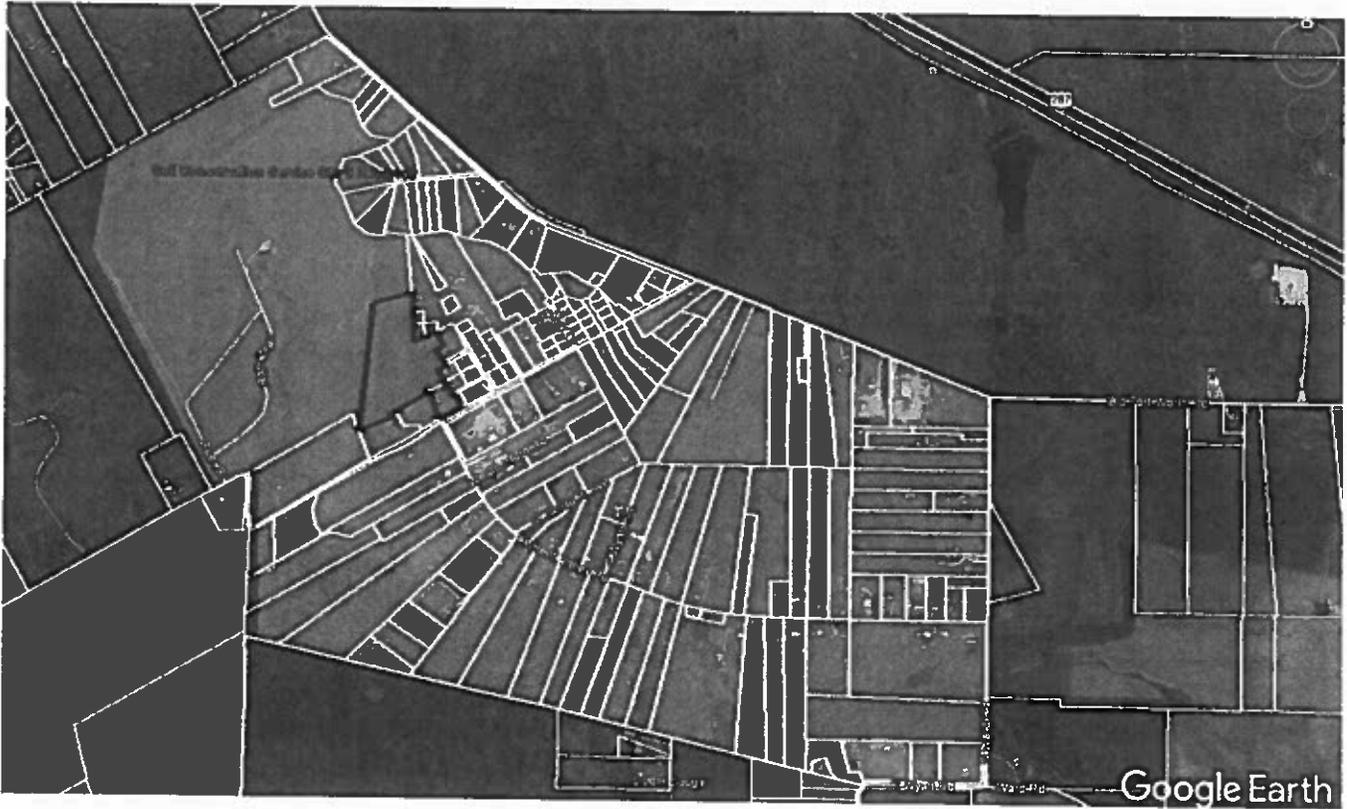
1. Location Map
2. Replat
3. Web Notice

SUBMITTED BY:

Handwritten signature of Alberto Mares in black ink.

Alberto Mares, AICP
Director

Ellis County Department of Development



 **Subject Property**

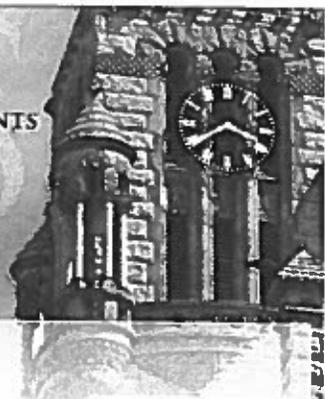
1.1

ELLIS COUNTY

Est. 1849

EXPLORE
ELLIS COUNTY

OUR HISTORY GOVERNMENT DEPARTMENTS



Search

- Disaster Notices & Information
- May 6 2017 Election Information
- Road Closures
- Live Commissioners Court Meeting
- Agendas & Minutes
- Auction & Estray Listings
- County Clerk's Office
- Courts Information
- County and District Attorney
- Department of Development
- District Clerk's Office
- Elections
- Purchasing
- Emergency Services

ALERTS

CIVICS FOR KIDS

JOBS

NOTIFY ME

MAPS

PAY ONLINE

You are here: Home > News Flash

Home

Posted on January 9 2017

Ellis County Department of Development Re-Plat Notification in the Carroll's Lake Addition.

An application has been filed with the Ellis County Department of Development to re-plat lot 1 located in Carroll's Lake Addition a subdivision in Ellis County Texas. Located at 223 Miller Road Midlothian. The re-plat will create lot 1R (12.508 acres). The application will be presented to the Ellis County Commissioner's Court located at the Ellis County Courthouse 101 W. Main St. Waxahachie Texas at 2:00 P.M. February 14 2017.

Public Notice...

Previous
Observance of President's Day
Next
Road Closure Due to Repairs in Precinct 2

Other News in Home

First Tuesday of the Month Constituent Meeting for Precinct 2
Posted on February 6 2017

Observance of President's Day
Posted on February 6 2017

Road Closure Due to Repairs in Precinct 2
Posted on February 2 2017

Search

All categories

Tools

- RSS
- New Arrived

Categories

- All Categories
- Home



1.2

**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM _____**

CAPTION:

Conduct a public hearing to consider and act upon a request to abandon Lots 104-108 of Newton Farms Phase 2. Property contains ± 52.37 acres of land located along the east side of Newton Road ± 2,750 feet south of Chapparral Road, Ferris, in Road & Bridge Precinct No. 1, as requested by Shanti Investments.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting to abandon or cancel five (5) large lots within the second phase of the Newton Farms subdivision. These lots range in size from 7.5 to 16 acres. If approved, the applicant has stated he intends to split this acreage into parcels that exceed ten (10) acres each. The abandonment of any dedicated right-of-way (i.e. Newton Road) is not included as part of this request.

History:

The Commissioners' Court previously approved the preliminary plat on this property on November 22, 2013 and a final plat on November 24, 2014.

Advertisement:

As required by State Law in Chapter 232.008 (c) of the Texas Local Government Code, this cancellation of a portion of the Newton Farms, Phase 2 subdivision was advertised for three (3) weeks in the Waxahachie Daily Light, starting January 19, 2017. This item has been advertised on the County's website since Monday, January 23, 2017. Property owners were notified of this request. All required notifications have been satisfied.

RECOMMENDATION:

Staff recommends approval of this request to abandon Lots 104-108 of Newton Farms, Phase, as presented.

ATTACHMENTS:

1. Location Map
2. Pictometry
3. Applicant's letter
4. Replat
5. Web Notice

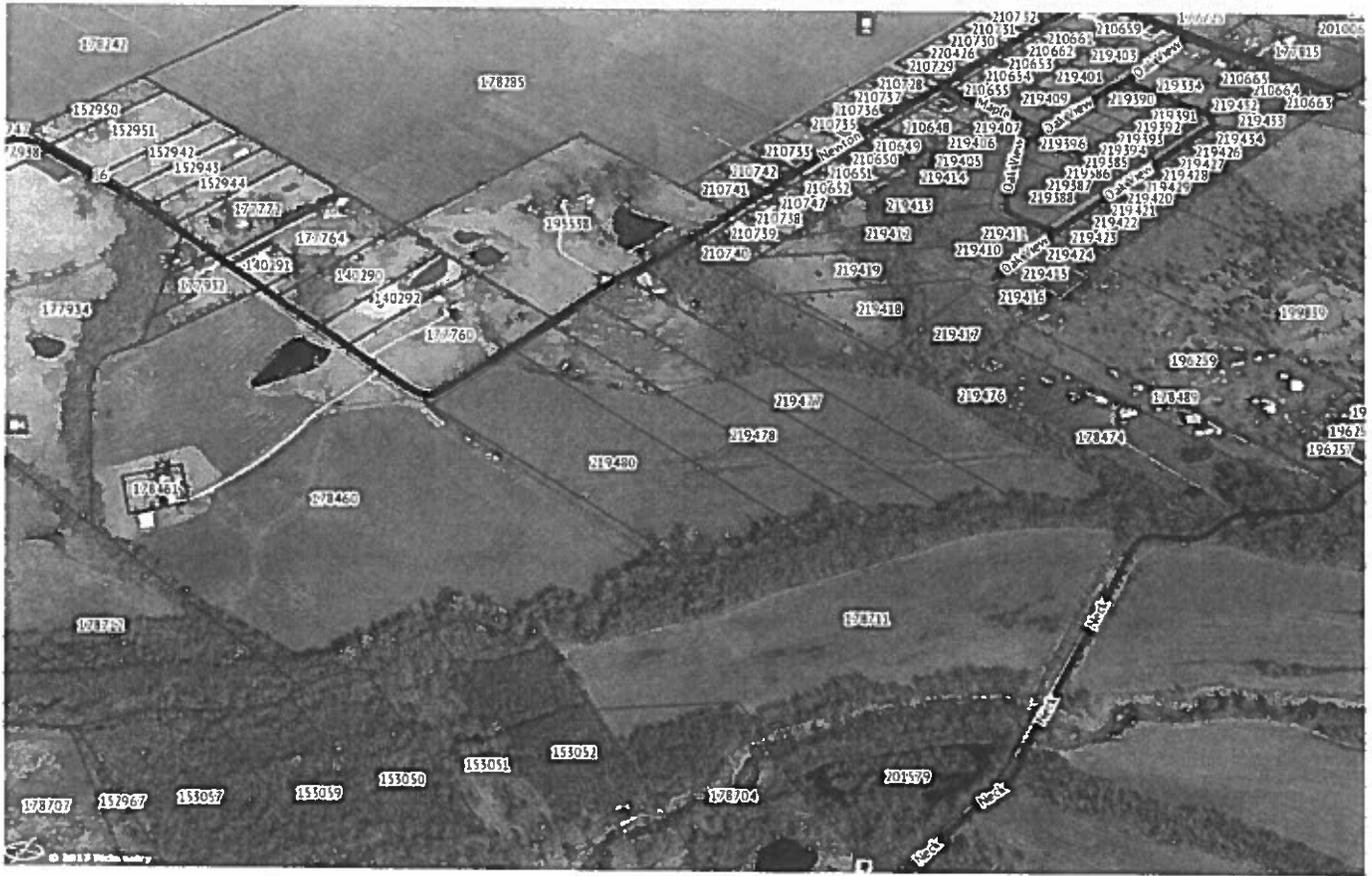
SUBMITTED BY:

Handwritten signature of Alberto Mares in black ink.

Alberto Mares, AICP
Director
Ellis County Department of Development



Subject Property



SHANTI INVESTMENTS, LLC

P. O. Box 69
Key Biscayne, Florida 33149
Tel: 305-361-0740
Fax: 305-361-0122

January 5, 2017

Via email: lisa.yates@co.ellis.tx.us

Ellis County Commissioners Court
Attn: Lisa Yates
101 W. Main
Waxahachie, Texas 75165

Re: Cancellation of Part of Newton Farms, Phase II, pursuant to §232.008 of the Local Government Code.

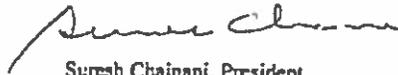
Dear Ms. Yates:

Shanti Investments, LLC ("Shanti Investments") is the owner of Lots 104, 105, 106, 107 and 108 of Newton Farms, Phase II, an addition to Ellis County, Texas according to the Plat (the "Plat") recorded in Cabinet E, Slides 161-162, of the Plat Records of Ellis County, Texas. Shanti Investments respectfully requests the cancellation of only that portion of the Plat that includes Lots 104, 105, 106, 107 and 108.

In support of this request, Shanti Investments provides along with this letter a copy of the final plat of Newton Farms, Phase II, a Commitment for Title Insurance issued by Fidelity National Title Insurance Company and tax statements for each of Lots 104, 105, 106, 107 and 108. Shanti Investments would show that the requested cancellation does not interfere with the established rights of any purchaser who owns any part of the subdivision. Shanti Investments requests the Commissioners Court publish notice of this Application for Cancellation in accordance with law and that after three weeks from the date of such publication that the Commissioners Court by order authorize Shanti Investments to file an instrument cancelling the Plat as to Lots 104, 105, 106, 107 and 108 only.

Thank you for your attention to this matter.

Sincerely,



Suresh Chainani, President

**Ellis County Department of Development**

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

ATTENTION!**PUBLIC NOTICE**

A request has been filed with the Ellis County Department of Development to cancel part of Newton Farms, P-2, L-104-108, Ellis County, Texas. The proposed cancellation will be presented to Ellis County Commissioners Court located in the Ellis County Historical Courthouse, 2nd Floor, 101 West Main Street, Waxahachie, Texas at 2:00 p.m., February 14, 2017. If you wish to speak at the meeting, you must show up 15 minutes early to sign up. For questions, please call 972-825-5200.



1.3

**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM _____**

CAPTION:

Consider and act upon a request to grant a one-time variance from Section 3-E (Lot and Street Layout) and Section 5-D (Utility Easements) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow two (2) structures to encroach into the building line/utility easement. Property contains ± 1.41 acres of land in the Huntington Estates, Lot 2, Block A, located at 661 Black Champ Road, Red Oak, in Road & Bridge Precinct No. 4, as requested by Kenneth Hall.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting a variance to Section 3-E and Section 5-D of the Rules and Regulations to allow two (2) structures to encroach into the established building line and utility easement. The house was damaged in the December 2015 storms. Two (2) new structures were built without permit. One building is three (3) feet over the building setback and utility easement. The other building with an awning encroaches nine (9) feet over the building line and utility easement. Per the filed plat, the front setback is 40 feet with 10-foot side and rear setbacks. In addition, there is a 20-foot front utility easement and 10-foot side and rear yard easements.

Excerpts from the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes:

Section 3-E reads as follows: *“Front building setback lines shall be shown on all lots, and shall provide for a minimum setback distance of at least thirty (30) feet on roads located within the subdivision and forty (40) feet on lots bordering existing county roads or farm-to-market roads. Corner lots will have a forty (40) setback on the sides, which border any road. Building setback lines, sides and rear lot lines, shall be at least ten feet. If lots within subdivision are larger, a greater setback distance shall be considered.”*

Section 5-D reads as follows: *“Utility easements shall be provided as needed by utility company plans. When utility easements are required they shall be at least twenty (20) feet in width (normally ten (10) feet on each side of side lot lines). Front and rear lot easements shall be at least twenty (20) feet in width.”*

Section 11-A allows the Court to authorize relief from the regulations as stated below: *“The Commissioners Court may authorize relief from these rules, regulations, and specifications in an open session when it is clearly shown that the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.”*

Section 11-B outlines some criteria for granting relief from the rules and regulations. It states, *“No relief shall be authorized unless the Commissioners Court finds:*

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.*

Such findings of the County Commissioners Court together with the specific facts, upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners Court meeting at which such relief is granted. Relief may be granted only when in harmony with the general purposes and intent of this Order, and does not alter the nature, character and quality of the subdivision so that the public health, safety, and welfare are secured. Pecuniary hardship to the developer shall not be the basis for any relief from these regulations.

History:

The Commissioners' Court approved a preliminary plat of this property on August 13, 2001 and the final plat on November 13, 2011.

Thoroughfare Plan:

There are no thoroughfares that immediately surround this property.

Utility:

This property is serviced by Sardis Water Supply Corporation and Hilco Electric Cooperative, Inc. Both utility companies have signed off on the encroachment of these two (2) structures.

RECOMMENDATION:

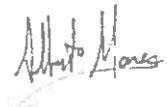
Staff cannot support this request as it does not appear to meet the first criteria outlined in Section 11-B for granting relief from these regulations. However, the applicant has secured release of easements from the utility companies allowing the structures to encroach onto them. Should the Court approve this relief from these regulations for these structures, staff recommends it be subject to the following conditions:

- 1) A building permit must be submitted for review to the Department of Development.
- 2) If is approved, the building permit shall carry a note stating "Placement of these structures is at the sole discretion of the property owner. The County nor the utility companies are shall not for any damage done to these structures when operating within the established easement."
- 3) These structures shall not be used as a residence.

ATTACHMENTS:

- 1. Location Map
- 2. Plat
- 3. Applicant's letter
- 4. Utility company letters

SUBMITTED BY:



Alberto Mares, AICP
 Director
 Ellis County Department of Development

113

661 Black Champ Road



Subject Property



Parcel:
014.00.00000
014.00.00000
014.00.00000
014.00.00000
014.00.00000
014.00.00000
014.00.00000
014.00.00000
014.00.00000
014.00.00000

Pictometry Map Auto
N
15
S

© 2017 Pictometry

Scale bar
0 100 200
bimg
© 2017 Pictometry

 Structures

February 2, 2017

Kenneth & Monica Hall

661 Black Champ Rd.

Waxahachie, TX 75167

469-853-5822 (Monica)

469-644-5548 (Kenneth)

We have attached the easement letters from Hilco Electric and Sardis water for our new metal building we added on our property. We added this building after the tornado from 12/26/2015.

Our house was basically totaled and we decided to add the metal building. I had no idea a permit was required, since we were in the county. Once we added the building, we learned a permit was required and we were over the utility easement. We take full responsibility for the utility easement. Please let us pull the permit as required.

All of the utility easement releases are attached.

Please call me with any questions.

Monica Hall

469-853-5822

SARDIS-LONE ELM WATER SUPPLY CORPORATION

February 2, 2017

Mrs. Monica Hall
661 Blackchamp Rd.
Waxahachie, TX 75167

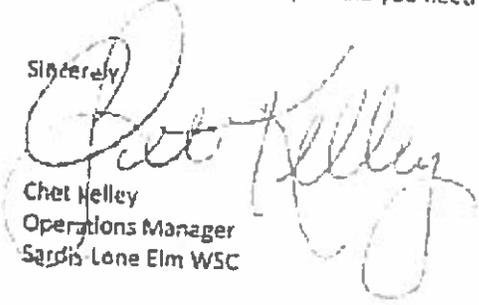
Re: Lot 2, Huntington Estates, Ellis County, Texas

Dear Mrs. Hall

I have reviewed your request for the exception concerning the 10' utility easement along the north lot line of the above referenced property. Sardis has absolutely no anticipation of utilizing this easement now or in the future. Therefore, Sardis does not object and does support the exception that you are requesting which is limited to the lot-line easement between Lot 1 and Lot 2.

Please contact me directly should you need any further information concerning this matter.

Sincerely,



Chet Kelley
Operations Manager
Sardis Lone Elm WSC

HILCO Electric Cooperative, Inc.

A Texas Non Profit, member-Owned Electric Cooperative

Owner: means

Kenneth Hall, the undersigned property owner, tenant, officer of corporate property owner, official representative or officer of civic or church group, or individual, whom has authority to grant permission and release liability regarding the property, including owner's family, employees, agents, invitees, tenants personal representatives, or assigns.

Property: means

That the property located in ELLIS County, Texas, Located at the address of

661 BLACKCAMP

Described in acres, address, or location

Work: means - to install or maintain electric power to the property or adjoining property, the employees of HILCO E.C. must enter the property owned, or possession of, the owner to do the following work:

AS TO OVER-HEAD PRIMARY LINE ON NORTH SIDE OF PROPERTY MEMBER AT 661 BLACKCAMP ARE AWARE OF THE DANGER OF THE LINE AND INCROACHMENT OF EASEMENT AND UNDERSTAND ANY DAMAGE CAUSED BY SAID OVER-HEAD LINE TO NEW CONSTRUCTED BUILDING WILL NOT BE HILCO ELECTRIC COOP RESPONSIBILITY. HILCO WILL NOT BE LIABLE FOR ANY AND ALL DAMAGE INCURRED BY ELECTRIC SVC ON PROPERTY STATED ABOVE.

"Owner" and HILCO Electric Cooperative, Inc. (HILCO E.C) agree as follows regarding the property stated in this form above.

Owner states that:

- (1) The property is owned, or in the possession and control of the owner, who has the AUTHORITY to make this agreement:
- (2) Owner has the authority to grant HILCO E.C., and here by grants HILCO E.C. permission to enter, or cross the property and perform the, and
- (3) Owner WAIVES any right to any causes of action against HILCO E.C. for direct or consequential damages to owner or owner's property that might occur during the work.

Kenneth Hall
(Signature of property owner or legal representative)

1/19/16 2016
(Date)

SILANE EDWARDS

(HILCO E.C. representative)

Lisa Yates

From: Shane Edwards <sedwards@hilco.coop>
Sent: Monday, February 06, 2017 8:31 AM
To: Lisa Yates
Subject: RE: 661 BLACKCHAMP
Attachments: easement conflict 661 blackchamp.docx

Lisa

I have attached a letter in regards to what we spoke of over the phone. The property at the location of 661 Blackchamp rd. with encroachment on the north side easement. HILCO does not have any issue with building and will not be taking any actions to have issue corrected. Owner is aware of all safety concerns HILCO had in regards to the proximity of structure to high voltage lines. If I can do anything else please feel free to call or send me an e-mail.

Thanks

Shane Edwards

HILCO ELECTRIC COOP

Po Box 127

Itasca TX 76055

Phone: 254-687-2331

Ext. 2216

To: whom it may concern

The 20' utility Easement that has been identified to HILCO in question, at the address of 661 Blackchamp, to the north side of property adjoining with 651 Blackchamp. The conflict does not have any direct interference with HILCO. The utilities are established for 661 and 651. HILCO currently does not have any future construction in the effected easement. HILCO currently has over-head utilities in the stated easement but has no issue with structure stated to stay. Owner has signed a legal waiver of liability and is aware of safety concerns from HILCO. HILCO takes no responsibility for damages incurred by encroachment of easement.

Thank you

Shane Edwards

254-687-2331 ext. 2216

ENGINEERING TECH.

HILCO ELECTRIC COOP INC.



114

**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM _____**

CAPTION:

Consider and act upon a request to grant a one-time variance from Section 3-E (Lot and Street Layout) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow one (1) structure to encroach into the building line/utility easement. Property contains \pm 0.576 acres of land in the Eastridge Estates, Lot 2, Block 6, located at 1031 Eastridge Circle, Red Oak, in Road & Bridge Precinct No. 1, as requested by Aaron Chovanetz.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting a variance to Section 3-E of the Rules and Regulations to allow one (1) structure to encroach fourteen (14) inches into the established building line and utility easement. Per the filed plat, the front setback is 40 feet with 10-foot side and rear setbacks. In addition, there is a 10-foot perimeter utility easement for each lot. The structure went up prior to the issuance of a permit. Once the applicant realized they needed a permit, they applied for one, pending the outcome of this agenda item.

Excerpts from the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes:

Section 3-E reads as follows: *“Front building setback lines shall be shown on all lots, and shall provide for a minimum setback distance of at least thirty (30) feet on roads located within the subdivision and forty (40) feet on lots bordering existing county roads or farm-to-market roads. Corner lots will have a forty (40) setback on the sides, which border any road. Building setback lines, sides and rear lot lines, shall be at least ten feet. If lots within subdivision are larger, a greater setback distance shall be considered.”*

Section 11-A allows the Court to authorize relief from the regulations as stated below: *“The Commissioners Court may authorize relief from these rules, regulations, and specifications in an open session when it is clearly shown that the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.”*

Section 11-B outlines some criteria for granting relief from the rules and regulations. It states, *“No relief shall be authorized unless the Commissioners Court finds:*

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.*

1.4

Such findings of the County Commissioners Court together with the specific facts, upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners Court meeting at which such relief is granted. Relief may be granted only when in harmony with the general purposes and intent of this Order, and does not alter the nature, character and quality of the subdivision so that the public health, safety, and welfare are secured. Pecuniary hardship to the developer shall not be the basis for any relief from these regulations.

Utility:

This property is serviced by Rockett SUD and Atmos Energy. Both utility companies have signed off on the encroachment of these structure.

RECOMMENDATION:

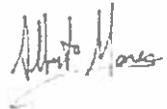
Staff cannot support this request as it does not appear to meet the first criteria outlined in Section 11-B for granting relief from these regulations. However, the applicant has gotten release of easements from the utility companies allowing the structures to encroach onto it. Should the Court approve this relief from these regulations, staff recommends it be subject to the following conditions:

- 1) A building permit must be submitted for review to the Department of Development.
- 2) If is approved, the building permit shall carry a note stating "Placement of these structures is at the sole discretion of the property owner. The County nor the utility companies are shall not for any damage done to these structures when operating within the established easement."
- 3) These structures shall not be used as a residence.

ATTACHMENTS:

- 1. Location Map
- 2. Property pictures
- 3. Applicant's letter
- 4. Utility letter

SUBMITTED BY:



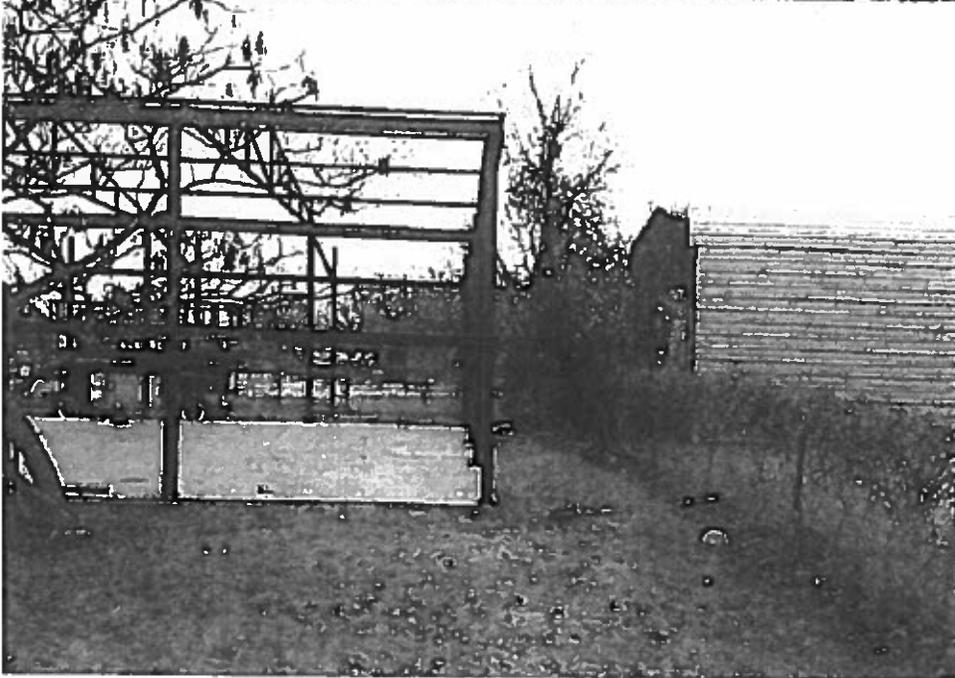
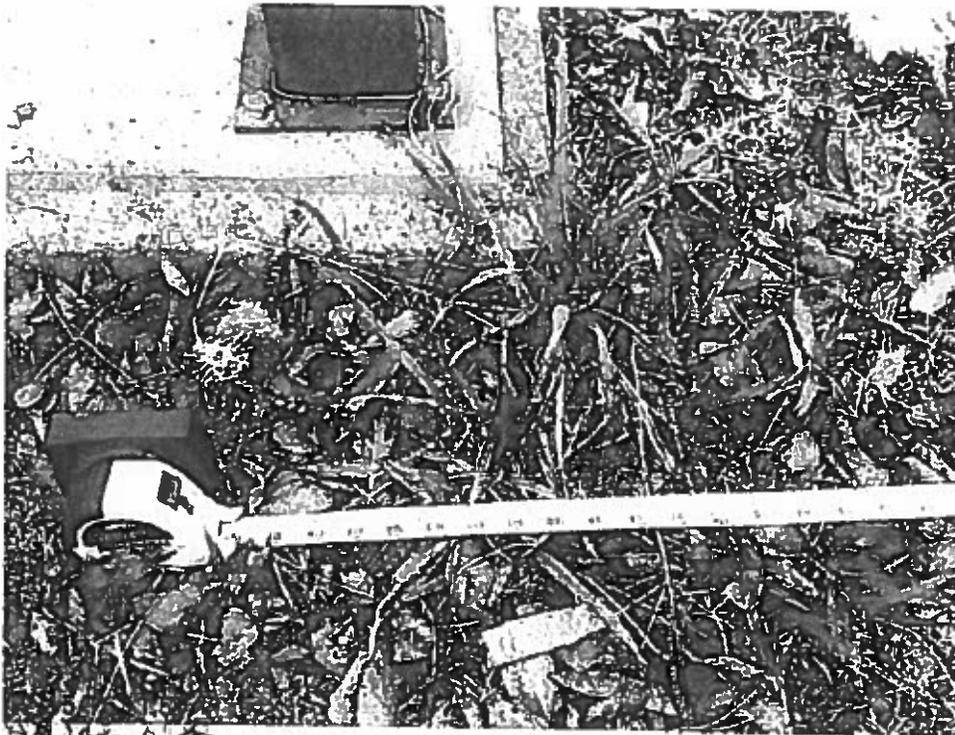
Alberto Mares, AICP
Director
Ellis County Department of Development

114

1031 Eastridge Circle



Subject Property



1.4



Date 01/13/2011

January 12, 2017

Attn:

Ellis County Commissioners Court
109 S. Jackson Street
Waxahachie, TX 75165

From:

Aaron and Melissa Chovanetz
1031 Eastridge Circle
Red Oak, TX 75154

To whom it may concern,

We are requesting a variance for the utility easement and building line requirement for our property located at 1031 Eastridge Circle Red Oak, TX 75154.

In 2006 we had a concrete slab laid, with plans to build a building at the back-left corner of our property. Since we live in the County we had no idea that we needed a permit. Fast forward to 2016, we started building the structure. In early December, Daniel from the Department of Development stopped by our house and asked about a permit. We explained the situation and our lack of knowledge about needing one. We then applied for the permit. Daniel came back out to inspect the building structure and he discovered that we are 14" in the required 10' utility easement. Since the slab was already in place and the skeleton of the building is already up, we requested releases from both Rockett SUD and Atmos Energy. Both companies have confirmed there are no utilities at the back of our property. Both companies also confirmed that the utilities all run from the street in front of our house.

It would be most appreciated if the Commissioners Court would grant this variance we are requesting. I have attached both letters from the Utility Companies.

If you have any questions we can be reached at 214-454-1323 or mchovanetz@yahoo.com.

Thank you for your time and attention to this matter.

Sincerely,

Aaron and Melissa Chovanetz

Handwritten signatures of Aaron and Melissa Chovanetz. The signature on the left is 'Aaron' and the signature on the right is 'Melissa Chovanetz'.

Lisa Yates

From: Melissa Chovanetz <mchovanetz@yahoo.com>
Sent: Thursday, January 12, 2017 12:36 PM
To: lisa.yates@co.ellis.tx.us
Cc: Aaron Chovanetz
Subject: Chovanetz Request for Variance
Attachments: Request for Variance.docx; Rockett Letter.pdf

Hello Lisa,

Please see the attached letter from us requesting the variance, as well as the release letter from Rockett. The release from Atmos Energy is below in the body of this email. Please let me know if any changes need to be made. If no changes need to be made I can bring a printed and signed copy of this letter by tomorrow. Also do you think pictures showing that there are no utilities present would be helpful? Or would they even consider those?

You can reach me at 214-454-1323. I appreciate your help.

Thank you,
Melissa

----- Forwarded Message -----
From: "agt_comm@rth.com" <agt_comm@rth.com>
To: MCHOVANETZ@YAHOO.COM
Sent: Thursday, January 12, 2017 9:27 AM
Subject: Ticket 1751161375 - Response To Dig Request

=====
=
To: MELISSA CHOVANETZ **Attn:** MELISSA CHOVANETZ
Voice: 2144541323 **Fax:**
Re: Response To Dig Request

This is an important message from Atmos Energy replying to your request to locate our underground facilities in an area described on the one call center ticket.

=====
=
Ticket: 1751161375
County: ELLIS **Place:** RED OAK
Address: 1031 EASTRIDGE CIR

PSE:
Atmos Energy has determined our facilities are clear from the dig site provided by the one call ticket. Atmos Energy has a damage prevention program. The purpose of the program is to prevent damage to underground facilities caused

by excavation activities. In addition to excavating it includes blasting, boring, tunneling, backfilling and the removal of above ground structures by either explosive or mechanical means.

=====
=
If you have any questions please contact Atmos Energy.

1.4



December 28, 2016

Aaron Chovanetz
1031 Eastridge Circle
Red Oak, Texas 75154

Mr. Chovanetz -

In regards to your property located at 1031 Eastridge Circle, Rockett Special Utility District will not relinquish or abandon any easement to the property, however, the only easement we have on your property runs adjacent to road right away along Eastridge Circle at the front of your property. Please see attached map as reference.

You may provide this letter To Whom It May Concern as sufficient proof.

If you need any further information or assistance, please do not hesitate to contact me.

Thank you,

A handwritten signature in black ink, appearing to read "Morgan Magrey".

Morgan Magrey, CSR



1.5

**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM _____**

CAPTION:

Consider and act upon a request to grant a one-time variance from Section 8-A (Residential Lots) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow one (1) new structure without meeting the minimum road frontage requirement. Property contains \pm 3.899 acres of land in the William McGill Survey, Abstract No. 740, located at 757 Becky Lane, Waxahachie, in Road & Bridge Precinct No. 4, as requested by Kevin Kluck.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting the County Commissioners Court to grant a variance to Section 8-A of the Rules and Regulations to allow one (1) new out building without meeting the minimum road frontage requirement of 150 feet. The property is setback about one-quarter mile from the street with access through a 13-foot easement. Per the applicant, this structure will not be single family residence.

History:

The current property and structure are grandfathered under the 1971 family variance requirement. Sometime thereafter, the house was sold to the current owners. Nothing was done to the house or property to cause it to lose its grandfathered status. A relief to the regulations is needed to place this new 1,200 square foot out building. The building will be built with the building setback lines and outside of any utility easements.

Excerpts from the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes:

Section 8-A reads as follows: "*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 11-A allows the Court to authorize relief from the regulations as stated below: "*The Commissioners Court may authorize relief from these rules, regulations, and specifications in an open session when it is clearly shown that the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.*"

Section 11-B outlines some criteria for granting relief from the rules and regulations. It states, "*No relief shall be authorized unless the Commissioners Court finds:*

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,*

- 1.5
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.*

Such findings of the County Commissioners Court together with the specific facts, upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners Court meeting at which such relief is granted. Relief may be granted only when in harmony with the general purposes and intent of this Order, and does not alter the nature, character and quality of the subdivision so that the public health, safety, and welfare are secured. Pecuniary hardship to the developer shall not be the basis for any relief from these regulations.

Thoroughfare Plan:

There are no thoroughfares that immediately surround this property.

RECOMMENDATION:

Staff supports this request as it appears to meet all the listed criteria outlined in Section 11-B for granting relief from these regulations. Therefore, staff recommends approval of this request, subject to the following conditions:

- 1) A building permit must be submitted for review to the Department of Development.
- 2) A new structure shall not exceed a building area of 1,200 square feet.
- 3) This new structure shall not be used for a residence or have an on-site septic system facility tied to it.

ATTACHMENTS:

1. Location Map
2. Property pictures
3. Applicant's letter

SUBMITTED BY:



Alberto Mares, AICP
Director
Ellis County Department of Development

757 Becky Lane



Subject Property

Lisa Yates

From: Kevin & Jackie Kluck <dc93010@yahoo.com>
Sent: Tuesday, January 24, 2017 3:39 PM
To: lisa.yates@co.ellis.tx.us
Subject: Kluck 757 Becky Ln

Lisa,

As per our conversation regarding obtaining a permit for a 30x40x12 out building, I have been informed that I am not eligible due to a 150' road frontage requirement. The existing home on the property was built in 2001 with septic and utilities, to which, your office has been unable to find any permits. This property is offset from Becky Lane about a quarter mile off the road with a 13' easement for the current driveway to the property.

I am requesting to be placed on the upcoming Commissioner's Court agenda in February, to request a waiver to obtain this building permit. Thank you for your help in this matter. Please let me know if there is any further information you will need to go forward with this.

Kevin Kluck

262-389-0275
757 Becky Ln
Waxahachie, Tx. 75165

Lisa Yates

From: Kevin & Jackie Kluck <dc93010@yahoo.com>
Sent: Monday, January 30, 2017 9:57 AM
To: Kyle Butler
Cc: Randy Stinson; lisa.yates@co.ellis.tx.us
Subject: Re: Kluck, 757 Becky Ln Building permit waiver
Attachments: Ellis County Tax Office.pdf; Untitled attachment 00086.txt

Commissioner Butler:

I am forwarding you additional information about our property in the hopes of obtaining a build permit for my outbuilding. After speaking with the original home/property owner, I have been informed they lived at 757 Becky Ln since 1991. They built their first home in 1991, then had that home replaced with this current home in 2001, by a custom home builder. After speaking with both the original home owners and the builder, we have been unable to find any permits that may have been pulled. The only item I could find on this property that may have some bearing are the tax records for account 225604. This however only shows taxes being paid since 1998.

My wife and I are the second owners of this home/property and we don't know how this homestead came about with county requirements, but the fact is it's been on the county tax records since 1998 as far as we can tell. We are only asking to be afforded the same opportunities as our neighbors of Ellis County, as law bidding tax paying citizens to improve on our homestead. Thank you for your time and consideration. In addition I am Cc: Commissioner Randy Stinson, since I contacted him first thinking I was in his precinct, as well as Lisa Yates Assistant Director of the Department of Development.

Sincerely

Kevin Kluck



**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM _____**

CAPTION:

Consider and act upon a request to grant a one-time variance from Section 2-H (Utility Service) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow construction of a new single family structure without meeting the minimum fire hydrant requirements. Property contains ± 4.932 acres of land in the Martin Addition, Lot 1, located at 159 Cody Road, Ennis, in Road & Bridge Precinct No. 1, as requested by Kay White.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting the County Commissioners Court to grant a variance to Section 2-H of the Rules and Regulations to waive the minimum 6-inch water requirement to connect onto a fire hydrant. Rice Water Supply Corporation states there is only a 3-inch water line available in this area. The applicant is seeking this variance to this requirement prior to replatting the property and building another single family residential structure.

Excerpts from the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes:

Section 2-H reads as follows: *“All fire hydrants must connect to a minimum water main of 6” which provides adequate flow and pressure according to NFPA and ISO. They must face county road and be accessible to local fire-fighting vehicles. Fire hydrant locators shall consist of four inch by four inch (4"x4") blue reflector traffic buttons properly placed to comply with local fire protection agent and Ellis County Department of Development.”*

Section 11-A allows the Court to authorize relief from the regulations as stated below: *“The Commissioners Court may authorize relief from these rules, regulations, and specifications in an open session when it is clearly shown that the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.”*

Section 11-B outlines some criteria for granting relief from the rules and regulations. It states, *“No relief shall be authorized unless the Commissioners Court finds:*

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.*

Such findings of the County Commissioners Court together with the specific facts, upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners Court meeting at which such relief is granted. Relief may be granted only when in harmony with the general

1.6

purposes and intent of this Order, and does not alter the nature, character and quality of the subdivision so that the public health, safety, and welfare are secured. Pecuniary hardship to the developer shall not be the basis for any relief from these regulations.

Thoroughfare Plan:

There are no thoroughfares that immediately surround this property.

RECOMMENDATION:

Staff supports this request as it appears to meet all the listed criteria outlined in Section 11-B for granting relief from these regulations. Therefore, staff recommends approval of this request, subject to the following conditions:

- 1) This property shall be replatted prior to the issuance of a building permit.
- 2) A building permit must be submitted for review to the Department of Development for any new structure.

ATTACHMENTS:

1. Location Map
2. Applicant's letter
3. Utility letter

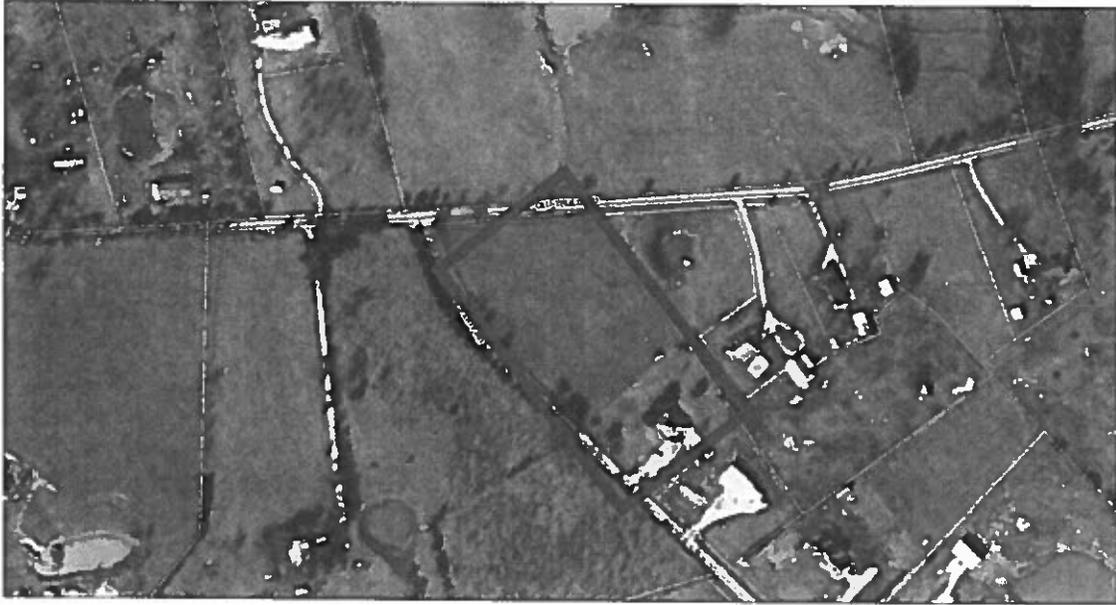
SUBMITTED BY:



Alberto Mares, AICP
Director
Ellis County Department of Development

116

159 Cody Road



Subject Property

Lisa Yates

From: Kay White <kaywhite12@yahoo.com>
Sent: Monday, January 09, 2017 12:51 PM
To: Lisa Yates
Subject: Letter to Commissioner

Commlssioner's Office

Commissioner,

We are in the process of re-platting our property at 159 Cody Rd, Ennis, TX 75119. This is a request for variance to the fire hydrant requirements. Thank you in advance.

Thank you,
Kay White

Sent from my iPhone

Lisa Yates

From: ada garza <garza_ada@yahoo.com>
Sent: Monday, January 09, 2017 11:22 AM
To: Lisa Yates
Cc: kaywhite12@yahoo.com
Subject: Cory White next to property address 159 Cody Rd.

The line in front of your property is a 3 inch which will not meet the standards for a ISO Fire Hydrant. If you need anything else please do not hesitate to call.

Thanks,
Ada Garza
Office Manager
Rice Water Supply and Sewer Service Corporation
903-326-5551



**ELLIS COUNTY
PURCHASE REQUISITION**

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

Accounts Payable for
payment



Purchasing to place
order



Date: 1/27/2017	Vendor: ESRI Environmental Systems Research Institute, Inc.
Deliver to:	
<input type="checkbox"/> High Importance 1-3 business days	<input checked="" type="checkbox"/> Low Importance 3-5 business days
Department: Elections	Address: 204 E. Jefferson Street
Department Head Signature: 	City/St/Zip: Waxahachie, TX 75165
Charge to line item: 001-0210-50801	Phone: 972-825-5195

Qty	Unit	Description	Estimated Unit Cost	Total Cost
1		ArcGIS Desktop Basic Single Use License (93198)		\$ 1,500.00
		Includes 1 st 12months of software maintenance.		
		<i>please send through commissary cont.</i>		



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
 1202 Richardson Dr. Suite 405
 Richardson, Texas 75080
 Phone: 1-800-447-9778 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 01/25/2017 To: 04/25/2017

Quotation # 20501127

Date: January 25, 2017
 Customer # 397684 Contract #
 County of Ellis
 Elections Dept
 204 E Jefferson Street
 Waxahachie, TX 75165-3752
 ATTENTION: Jana Onyon
 PHONE: (972) 825-5195
 FAX: (972) 923-5194

Material	Qty	Description	Unit Price	Total
93198	1	ArcGIS Desktop Basic Single Use License	1,500.00	1,500.00
			Item Total:	1,500.00
			Subtotal:	1,500.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$1,500.00

*The purchase of a new ArcGIS Desktop license includes 12 months of software maintenance. Maintenance includes technical support and software updates (visit <http://www.esri.com/software/maintenance> to learn more). There is an annual maintenance fee to continue support and upgrades. The estimated cost of annual maintenance for subsequent years has been included in the optional items section of this quote for your convenience.

The following items are optional items listed for your convenience. These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
87192	1	ArcGIS Desktop Basic Single Use Primary Maintenance	400.00	400.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jay Hoffman

Email: jhoffman@esri.com

Phone: 1-800-447-9778 x5675

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

HOFFMANJ

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # 20501127

Date: January 25, 2017

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
1202 Richardson Dr. Suite 405
Richardson, Texas 75080
Phone: 1-800-447-9778 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 397684 Contract #

County of Ellis
Elections Dept
204 E Jefferson Street
Waxahachie, TX 75165-3752

ATTENTION: Jana Onyon
PHONE: (972) 825-5195
FAX: (972) 923-5194

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 01/25/2017 To: 04/25/2017*

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ _____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jay Hoffman

Email: jhoffman@esri.com

Phone: 1-800-447-9778 x5675

The terms on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

HOFFMANJ

This offer is limited to the terms and conditions incorporated and attached herein.



ESRI QUOTATION TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-783-2853 • FAX 909-783-6953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (Esri).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, web-enabled services, subscriptions, professional services, or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

ESRI LICENSE AGREEMENTS

All Esri software, data, web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to Esri commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license is on file with Esri, Esri software, data, web-enabled services, and subscriptions are subject to the Esri License Agreement included with the deliverable item as an online or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms.

Some Esri software is copy protected with a software keycode or hardware key, and some software, data, web-enabled services, or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through the Esri website or by other means.

MAINTENANCE

After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

DATA AND ONLINE SERVICES DISCLAIMER

Data and Online Services may contain some nonconformities, defects, errors, or omissions. **THE DATA AND ONLINE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.** Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the data and Online Services will meet Licensee's needs or expectations, that the use of the data or Online Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on this data or Online Services, and Licensee should always verify actual data or Online Services.

DELIVERY
FOB Redlands, CA, USA

Software: Allow five (5) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two (2)-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other services are available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS

Net thirty (30) days, on approved credit. Orders less than eight hundred dollars (\$800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES

This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.



P.O. BOX 2867
 LONGVIEW, TX 75603
 800-441-8505
 OFFER TO PURCHASE



2.2

DATE: 4/31/2017
 CUSTOMER NAME: ELLIS COUNTY PCT 2
 ADDRESS: 1400 OAK GROVE RD
 CITY/STATE/ZIP: ENNIS, TX 75119
 PHONE: 972-825-5333
 SALESMAN: RHETT RIEKEN
 CONTACT: LANE GRAYSON

DESCRIPTION		AMOUNT
YEAR/MODEL	2018 MACK GU713	\$ 129,700.00
VIN	-	
DESCRIPTION	M-DRIVE DUMP WITH 14 YD OX BODY	
YEAR/MODEL	2018 MACK GU713	\$ 129,700.00
VIN	-	
DESCRIPTION	M-DRIVE DUMP WITH 14 YD OX BODY	
YEAR/MODEL	-	
VIN	-	
DESCRIPTION	-	
YEAR/MODEL	-	
VIN	-	
DESCRIPTION	-	
YEAR/MODEL	-	
VIN	-	
DESCRIPTION	-	
FEDERAL EXCISE TAX		-
SUBTOTAL		<u>259,400.00</u>
EXTENDED WARRANTY		-
FREIGHT		-
MISC. CREDIT		(587.80)
EMISSIONS FEE		-
STATE SALES TAX		-
LICENSE & REGISTRATION		-
TITLE FEE/INSPECTION		-
STATE INSPECTION/DOT		80.00
DOCUMENTARY FEE		75.00
DEALER INVENTORY TAX		-
TOTAL PRICE		<u>258,967.20</u>
DEPOSIT ON ORDER		-
CASH ON DELIVERY		-
ALLOWANCE ON TRADE-IN:		
YEAR/MODEL	-	
VIN	-	
DESCRIPTION	-	
TRADE-IN ALLOWANCE		-
BALANCE OWED ON TRADE-IN		-
NET ALLOWANCE ON TRADE-IN		-
AMOUNT FINANCED		258,967.20

SHIP TO:

LIEN HOLDER:

- BANCORP SOUTH EQUIPMENT FINANCE
- P.O. BOX 15097
- HATTIESBURG, MS 39404
-

0

ALL EQUIPMENT IS SOLD AS-IS, WHERE-IS, UNLESS STATED IN THIS ORDER!!!

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, DALLAS MACK SALES, INC. MAKES NO WARRANTY UNLESS STATED, NO WARRANTIES ARE OFFERED EITHER STATED OR IMPLIED BY DALLAS MACK SALES, INC OR THE MAUFACTURER OF ANY EQUIPMENT SOLD. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, DALLAS MACK SALES, INC. MAKES NO WARRANTY OF MERCHANTABILITY EXPRESSED OR IMPLIED WITH RESPECT TO THE GOODS, WARE OR MERCHANDISE COVERED OR AFFECTED. DIRECTLY OR INDIRECTLY, BY THE TRANSACTION AS TO WHICH THIS DOCUMENT RELATES. WARRANTIES OF THE MANUFACTURER OR ANY OTHER P34WON OR FIRM THAT MAY BE MADE OR DELIVERED IN CONNECTION WITH THIS TRANSACTION SHALL NOT BE CONSTRUED AS ANY WARRANTY OR REPRESENTATION OF DALLAS MACK SALES, INC. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED TO THE OCNTRARY IN A WRITTEN INSTRUMENT EXECUTED BY DULY AUTHORIZED OFFICER OF DALLAS MACK SALES, INC. NO COURSE OF CONDUCT OR ACTION SHALL NOT BE CONSTRUED AS A WAIVER FOR A MODIFICATION OR AMENDMENT OF ANY OF THE FOREGOING PROVISIONS.

ACCEPTANCE OF ORDER _____

ACCEPTANCE OF ORDER BY SALESPERSON _____

MACK TRUCKS, INC.

COMMERCIAL INVOICE



These products have been sold solely for their intended domestic or international territory consistent with all applicable U.S. legal requirements. Diversion of these products for export purposes to an unauthorized destination/user/end use contrary to U.S. law is prohibited.

Invoice Date	Invoice No.
10/07/2016	0632375

Seller	Ship From	Customer
MACK TRUCKS, INC. 7900 NATIONAL SERVICE ROAD GREENSBORO NC 27409 US	MACK TRUCKS, INC. 7000 ALBURTIS ROAD MACUNGIE PA 18062 US	STOCK
		Funding Source
		MACK FINANCIAL SERVICES

Bill To	Ship To	Incoterms	Incoterms Location
EAST TEXAS MACK SALES LLC 2934 STATE HIGHWAY 31 N LONGVIEW TX 75603-3511 US	LONE STAR BODY SYSTEMS 3750 SOUTH U.S. HIGHWAY 287 CORSICANA TX 751098960 US	FCA	Macungie, PA
		Payment Terms	Currency
		60 DAYS	USD

Sold to Account	Order Number	Order Date	Your Reference	Import Country	Shipped Via	Country of Origin
F291	16171431	07/08/2016		N/A	Road, Other	US

Ultimate Consignee and UC Type	Notes	Marks
UC Type: Reseller	Claims for component pricing credit must be received by truck pricing within 60 days to receive consideration.	

Truck Model	Model Year	VIN #	Engine SN#	Vehicle Color	Qty / UOM		
GU713	2017	1M2AX07C3HM036328	MP8-445C 1161159	WHITE	1 EA		
Transmission Description	Front Axle Description	Rear Axle Description (1)	Rear Axle Description (2)				
HEAVY DUTY TMD12AO-HD M	FXL14.6 14600 LB-MACK 660	S38"R" 38000LB-MACK 1720					
Export Tariff	ECC Number	Export License	Air Conditioner	Vehicle Weight (KGS)	Vehicle Weight (LBS)	GVWR (KGS)	GVWR (LBS)
				0.00	0.00	23,233.00	51,220.00

DESCRIPTION	LIST PRICE	NET PRICE
CHASSIS	211,827.00	137,688.00
OPTIONS	9,562.00	6,217.00
TOTAL CA DETAIL PRICE FOR 16M15475	68.00	44.00
Sub Total	221,457.00	143,949.00
US FREIGHT 2015		2,100.00
US MARKETING SUPPORT CREDIT TRUCK (28)-2		-350.00
RETAIL SALES ASSIST (12%) GU7/GU8		-26,575.00
Sub Total		119,124.00
Total Dealer Cost Due		119,124.00

MACK TRUCKS INC.
COMMERCIAL INVOICE



Model	Serial Number	Sold to Account	Invoice No.
GU713	036328	F291	0632375

OPTION ID	DESCRIPTION	LIST PRICE
CUSTOMER/VEHICLE INFO		
PB1-041	2008-10-07	0.00
002-C12	GU713 R - 6x4 DAYCAB	0.00
MP2-001	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY	0.00
013-001	COMMERCIAL	0.00
505-AA2	ANY STATE EXC. CALIF OR HAWAII (US14)	0.00
534-014	ENGLISH	0.00
DHX-10X	WELL MAINTAINED SURFACED ROADS GT95% DRIVING DISTANCE	0.00
005-0L5	DUMP TRUCK	0.00
DKX-G2X	36 0 TONNES, GROSS COMBINATION WEIGHT	0.00
QCX-C1X	GRADES LT9% DURING GT98% OF DRIVING DIST. MAX GRADE 20%	0.00
E1B-D1X	AMB TEMP HOT, UP TO +40C, WARMER ALLOWED 25 H/YEAR	0.00
032-089	ON-OFF HIGHWAY, STARTING GRADES LT18%	0.00
033-010	CONCRETE LOADING AND / OR UNLOADING SURFACE	0.00
034-202	CONSTRUCTION SERVICE	0.00
APPLICATION PACKAGES		
MPR-0DR	WITHOUT MACK RAWHIDE PACKAGE	0.00
PK7-001	W/O GRANITE AF CONFIG. PKG.	0.00
023-AB3	WITHOUT SPECIAL SALES PACKAGE	0.00
022-001	NO PILOT REQUESTED	0.00
ENGINE/TRANSMISSIONS		
H1B-AAX	TURBO SINGLE STAGE	0.00
100-AR0	MP8-445C MACK 445 @ 1500-1700 RPM (PEAK) 1950 RPM (GOVERNED)	4,510.00
Q1C-A1X	GEAR SELECTION TUNING, BASIC	0.00
136-0G6	HEAVY DUTY TMD12AO-HD MDRIVE 12 SP-MACK - FLEET (OVERDRIVE)	-8,898.00
N1D-Z1X	WITHOUT PRE-VIEW TOPOGRAPHY	0.00
RSX-Z1X	WITHOUT TRANSMISSION ELECTRONICS	0.00
U6A-A1X	ENGINE GOVERNOR TYPE MIN-MAX	0.00
EXHAUST/EMISSIONS		
CIR-AA4	IDLE EMISSION CERTIFICATION, CARB 08 (WITH DECAL LOCATED ON	0.00
8NA-A1X	DPF COVER, PAINTED STEEL	0.00
DPF-AA6	CLEARTECH HHS DPF RH SIDE UNDER CAB W/SCR FRAME MTD RH SIDE-	0.00
130-AD7	NO MUFFLER, SINGLE (R/S) VERT EXH CAB MOUNTED, LOWER VENTURI	494.00
5BA-AAX	EXHAUST HEAT SHIELD TYPE, BASIC	0.00
KRX-APX	EXHAUST STACK 2.9 METRE, HEIGHT OVER GROUND (9' 6")	0.00
Q0A-A1X	STANDARD EXHAUST SYSTEM MATERIAL FINISHING	0.00
DF1-001	25L / 22" DIA SEMI TANK LEFT SIDE FUEL TANK MTD	0.00
U6B-Z1X	WITHOUT DEF TANK COVER	0.00
78A-C5X	EMISSION OBD, DISPLAY ONLY, USA2016	0.00
ENGINE EQUIPMENT		
125-AA4	11" SINGLE ELEMENT DONALDSON	0.00
1VA-AAX	AIR INTAKE SOURCE, HOOD OUTSIDE	0.00
121-AA5	BLACK ALUM MOUNTED BEHIND GRILLE	0.00
113-AA6	MERITOR/WABCO 318 (18.7 CFM)	0.00
MBX-A1X	STANDARD FUEL FILTER POSITION	0.00
132-AB4	12V130A DELCO 24SI (130 AMP)	0.00
316-AA6	3-12V MACK M/F 31 650 CCA THREADED STUD TYPE	0.00
508-AA3	NARROW RADIATOR WITH LENGTH 3 (80 DM2), 41 DEG C ATB, COOLIN	0.00
119-AC9	TO -34 DEG F	0.00
HWX-A1X	WITH FILTER/CONDITIONER	0.00
118-AA5	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0.00

MACK TRUCKS INC.
COMMERCIAL INVOICE



Model	Serial Number	Sold to Account	Invoice No.
GU713	036328	F291	0632375

OPTION ID	DESCRIPTION	LIST PRICE
110-AA6	MACK ENGINE BRAKE POWER LEASH FOR MP8 / MP10	0.00
293-AA2	MACK INTEGRAL INCLUDES MANUAL DRAIN	0.00
E8X-Z1X	WITHOUT FUEL HEATER EQUIPMENT	0.00
393-AA9	RH UNDER CAB- US10	0.00
LLX-Z1X	WITHOUT EMERGENCY START STUDS	0.00
L5X-A1X	BASIC BATTERY BOX COVER	0.00
318-AA1	W/O BATTERY DISCONNECT SWITCH	0.00
124-AA3	MACK BRAND EPDM RADIATOR AND HEATER HOSES	0.00
NCX-A5X	12V STANDARD STARTER DELCO 39MTHD	0.00
QHX-C1X	OIL PAN STEEL	0.00
36A-D1X	TETHER DEVICE PKG 4 (P1+P2+TOOL BOX COVER)	45.00
5NX-Z1X	WITHOUT ENGINE BLOCK HEATER	0.00
EFX-Z1X	WITHOUT ENGINE OIL PAN HEATER	0.00
NDX-Z1X	WITHOUT STARTING AID	0.00
HZX-Z1X	WITHOUT ENGINE OIL DRAIN KIT	0.00
JMX-B1X	BRAKE LIGHTING, BASIC	0.00
2BA-Z1X	WITHOUT ALCOHOL EVAPORATOR	0.00
MOX-Z1X	WITHOUT BATTERY SHOCK PADS	0.00

CLUTCH/TRANS EQUIPMENT

492-00A	Mack MDRIVE-FLEET SHIFTER	0.00
133-AC7	MERITOR/SACHS SINGLE PLATE 17" (430MM) ORGANIC MATERIAL	0.00
195-AB6	DANA/SPICER SPL250XL EXTENDED LUBE SERIES	0.00
204-AA9	DANA-SPICER SPL170XL EXTENDED LUBE SERIES	0.00
IUX-Z1X	WITHOUT CLUTCH ACTUATION SYSTEM	0.00
7RX-D1X	SYNTHETIC OIL IN TRANSMISSION, 75W-90	0.00
2XA-Z1X	WITHOUT CLUTCH PEDAL	0.00
139-049	OIL COOLER - M-DRIVE GEAR BOX MTD. LH SIDE WATER TO OIL COOL	0.00
5DA-Z1X	WITHOUT TRANSMISSION DUST PROOFING	0.00
83A-Z1X	WITHOUT PROP SHAFT BEARING GUARD	0.00
76A-A1X	PROPELLER SHAFT MAIN, UNIVERSAL JOINT HALF-ROUND TYPE	0.00
3IA-Z1X	WITHOUT HILL START ASSIST	0.00
8WA-AAx	PROP SHAFT INTERAXLE, UNIV JOINT HALF-ROUND TYPE	0.00
RCX-B1X	ALUMINUM BELL HOUSING	0.00
RBX-Z1X	WITHOUT LUBELINE BETWEEN RELEASE BEARING AND BELL HOUSING	0.00
RGX-Z1X	WITHOUT CLUTCH BRAKE	0.00
442-012	W/O TRANSMISSION TORQUE CONVERTER	0.00
D3B-Z1X	WITHOUT TRANSMISSION ADAPTATION RING	0.00
6VA-Z1X	WITHOUT ENGINE START CONDITION	0.00
M05-045	MACK MDRIVE-EZ SHIFT W/O PERFORMANCE MODE (fleet)	0.00
U7A-Z1X	WITHOUT TRANSMISSION PROTECTION	0.00
M08-038	ECONO ROLL DISABLE M-DRIVE (REQUIRED FOR ALL OTHER TRANSMISS	0.00
6SA-Z1X	WITHOUT TRANSMISSION KICK-DOWN MODE	0.00

FRONT AXLE EQUIPMENT

240-AA7	FXL14.6 14600 LB-MACK 6600 KG	1,519.00
RHX-Z1X	WITHOUT FRONT AXLE SPREAD	0.00
7QB-Z1X	WITHOUT VEHICLE PREPARATION, ADDITIONAL AXLES	0.00
244-AA9	14,600 LB TAPERLEAF 6600KG	0.00
U3X-A1X	CAST IRON BRAKEDRUM, FRONT AXLE	0.00
241-0A1	MERITOR "S" CAM 16.5" X 5" Q PLUS BRAKES	207.00
UDX-Z1X	FRONT BRAKES WITHOUT DUST SHIELDS	0.00
U0A-A1X	FRONT BRAKE ADJUSTMENT, AUTOMATIC HALDEX	0.00

MACK TRUCKS INC.
COMMERCIAL INVOICE



Model	Serial Number	Sold to Account	Invoice No.
GU713	036328	F291	0632375

OPTION ID	DESCRIPTION	LIST PRICE
V7A-D1X	FRONT BRAKE CHAMBER MANUFACTURER, MGM	0.00
YHX-Z1X	WITHOUT FRONT SPRING BIAS (EQUAL STIFFNESS L/R)	0.00
LQX-CAX	BRAKE LINING MATERIAL, FRONT, FED MOGUL ABEX 931-162/R301	0.00
0KX-A1X	BASIC MATERIAL HUB (STEEL/CAST IRON) ,FRONT	-93.00
1BX-BDX	FAG SCHAEFFLER, FRONT HUB OIL SEAL	0.00
K4A-AAX	BASIC (NO OPTION) SPINDLE NUTS, FRONT	0.00
1KA-A1X	WITH SHOCK ABSORBER, FRONT	0.00
245-AA9	SD110 SHEPPARD	0.00
7VX-A1X	PETROLEUM OIL IN FRONT AXLE	0.00
O5B-D1X	FRONT BRAKE CHAMBER 24SQ INCHES (SERVICE)	0.00
7OB-B1X	BRAKE REGULATION, STOPPING DISTANCE 94M (310 FT)	0.00
REAR AXLE EQUIPMENT		
268-AB1	S38"R" 38000LB-MACK 17200KG FAB HSNQ	0.00
6MA-A1X	REAR AXLE CASING WIDTH, STANDARD	0.00
R4X-Z1X	WITHOUT LUBE PUMP ,REAR AXLE	0.00
018-AA6	CRDP150/151	0.00
TAX-E6X	RATIO 3.56, REAR AXLE	0.00
186-AA2	SS38 -MACK MULTILEAF	0.00
402-AA3	FURNISH W/ TANDEM REAR AXLE	0.00
XZX-B1X	RUBBER BUSHINGS	-185.00
5MA-Z1X	WITHOUT BREATHER FILTER	0.00
GWX-ABX	BOGIE SPREAD, 1270MM (50.0")	0.00
ZAX-99X	WITHOUT SUSP. LEVELING DEVICE	0.00
J6D-Z1X	WITHOUT AIR SUSPENSION DUMP WARNING	0.00
YVX-Z1X	WITHOUT SHOCK ABSORBER ,REAR	0.00
XYX-B1X	REAR SUSP TRANSVERSE TORQUE RODS, REAR DRIVE AXLE	302.00
253-AA4	MERITOR-CAM 16.5X7 Q PLUS	227.00
U4X-A1X	CAST IRON BRAKE DRUMS	0.00
U1A-A1X	REAR BRAKE ADJUSTMENT, AUTOMATIC HALDEX	0.00
V1A-B1X	REAR BRAKE CHAMBER 30 / 30 SQ INCHES (SERVICE/EMERGENCY)	0.00
UEX-Z1X	REAR DRIVE BRAKES WITHOUT DUSTSHIELDS	0.00
MAX-CAX	BRAKE LINING MATERIAL, DRIVE, FED MOGUL ABEX 931-162/R301	0.00
0LX-I5X	IRON PRESET HUB, DRIVE, W/ INTEGRATED SPINDLE NUT	0.00
1CX-I2X	PREMIUM HUB OIL SEAL, DRIVE	0.00
3LA-C1X	POWER DIVIDER LOCKOUT, W/BUZZER AND LIGHT	0.00
7WX-A1X	PETROLEUM OIL IN REAR AXLE	0.00
2AA-AAX	REAR SPRING INSULATOR, RUBBER	0.00
300-AD0	MGM MODEL TR-T; TAMPER-RESISTANT BRAKE CHAMBERS	0.00
254-AB5	DRVR CONT INTR WHEEL DIFF LOCK ALL RR.AXLES, MANUAL AIR VALV	1,906.00
N2A-E1X	SPINDLE NUTS, MAIN AXLE, INTERGRATED	0.00
9GA-AAX	ABS 4 SENSORS AND 4 MODULATORS (FRONT AND REAR AXLES)	0.00
698-AA5	BENDIX KB ABS;W/AUTO TRAC CONTROL;W/DASH SW	0.00
URX-D1X	BRAKE VALVE VERSION, USA-BENDIX, WHERE POSSIBLE	0.00
H9C-Z1X	WITHOUT TRACTION CONTROL DISABLE	0.00
PUSHER/TAG AXLE EQUIPMENT		
C40-010	W/O OPTION CENTER SUPPORT	0.00
MAC-01C	WITHOUT AUXILIARY AXLE CONTROLS	0.00
UFX-Z1X	TRAILING BRAKES WITHOUT DUST SHIELDS	0.00
FRAME EQUIPMENT/FUEL TANKS		
271-220	220"	210.00
374-057	57"	0.00

MACK TRUCKS INC.
COMMERCIAL INVOICE



Model	Serial Number	Sold to Account	Invoice No.
GU713	036328	F291	0632375

OPTION ID	DESCRIPTION	LIST PRICE
274-AA7	STEEL - 300MM X 90MM X 9.5MM -- (11.81" X 3.54" X 0.37")	752.00
Z9X-Z1X	WITHOUT LINER	0.00
6CB-Z1X	WITHOUT FRAME OUTER LINER	0.00
5CA-AAX	155MM, FRONT FRAME EXTENSION, BOLTED ON (6 INCHES)	0.00
A0X-H1X	FRONT FRAME LENGTH 725MM	0.00
281-AA5	BOC AND INTERMEDIATE(S)= STEEL HD BACK-TO-BACK CHANNEL	0.00
Q9A-Z1X	WITHOUT FRAME RAIL CLEARANCE	0.00
R0A-Z1X	WITHOUT FUEL TANK POLISH OPTION	0.00
Q5A-A1X	REAR CROSSMEMBER, STRAIGHT FRAME END (BASIC)	0.00
X6X-A1X	STRAIGHT CUT TREATMENT , REAR FRAME	0.00
7TX-Z1X	WITHOUT TRANSP. RUST PROTECTION	0.00
69X-Z1X	WITHOUT MUDFLAP HANGERS, REAR AXLE	0.00
67X-Z1X	WITHOUT REAR AXLE MUDFLAP	0.00
2HX-A1X	BASIC MUDFLAP, FRONT AXLE	0.00
4DX-N6X	BUMPER, STEEL CHROME PLATED EXTENDED	508.00
5EX-Z1X	WITHOUT GUARD	0.00
AXX-Z1X	WITHOUT AUXILIARY CROSSMEMBER IN REAR OVERHANG	0.00
4ZA-AAX	CROSSMEMBER, BOGIE, BASIC TYPE	0.00
4EX-G1X	TWO HOOKS TOWING DEVICE, FRONT	0.00
6NX-Z1X	WITHOUT TOWING COUPLING	0.00
6PX-Z1X	WITHOUT TOWING DEVICES ,REAR	0.00
288-AF7	111 GAL ALUM, (420 LITERS) SLEEVED, D-SHAPE, 22IN (560MM)	744.00
2RA-A1X	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK	0.00
290-AA1	OMIT RH FUEL TANK	0.00
7HX-10X	RIGHT TOOLBOX CHASSIS	435.00
JHX-B1X	FUEL HOSES, WIRE BRAIDED	0.00
852-062	W/O FILLER NECK SCREEN W/O SUMP	0.00
12A-A1X	FUEL LINE OPTION, SINGLE	0.00
KFX-A1X	NON-LOCKABLE FUEL TANK CAP	0.00
223-AA1	W/O BRIGHT FINISH STEPS AND STRAPS PACKAGE	0.00
14A-A1X	FUEL FILL SYSTEM, BASIC	0.00
464-AA1	W/O REAR AXLE FENDERS	0.00
C4B-Z1X	WITHOUT INTERMED XMBR EXCLUSION ZONE	0.00
I7X-Z1X	WITHOUT ISOLATED TANK	0.00
AIR/BRAKE		
VHX-EDX	WABCO AIR DR, 1200UP W/ T CUT OFF VALVE, W COALESC OIL FILTE	0.00
UWX-A1X	AUTOMATIC DRAIN VALVE, HEATED	82.00
U2X-B1X	STEEL AIRTANK	0.00
KOX-A1X	AIR DRYER POSITION STANDARD	0.00
3MB-Z1X	WITHOUT PARK BRAKE ALARM	0.00
1JA-ABX	PARK BR VALVE, 1 YELLOW KNOB, ALL PARK AND 1 RED, TRAILER PARK	82.00
141-AA1	W/O RELOCATED AIR RESERVOIRS	0.00
VSX-Z1X	WITHOUT AUX. AIRTANK	0.00
7KX-Z1X	WITHOUT REAR DECK	0.00
ELECTRICAL		
Q8C-H1X	CHASSIS WIRING HARNESS CASING, HEAVY DUTY	0.00
N4A-Z1X	WITHOUT AUXILIARY SPOTLIGHT	0.00
4GA-Z1X	WITHOUT PARKING BRAKE LIGHTING	0.00
5RX-Z1X	WITHOUT BACK-UP ALARM	0.00
NGX-Z1X	WITHOUT FOG LAMP	0.00
9FC-Z1X	WITHOUT FOG LAMP TECHNOLOGY	0.00

MACK TRUCKS INC.

COMMERCIAL INVOICE



Model	Serial Number	Sold to Account	Invoice No.
GU713	036328	F291	0632375

OPTION ID	DESCRIPTION	LIST PRICE
NEX-C1X	TAIL LAMP, MULTIPURPOSE	0.00
NJX-Z1X	WITHOUT AUXILIARY LAMPS	0.00
EAX-Z1X	WITHOUT AUX. SWITCH WIRING	0.00
5FB-B1X	W/O MARKER/DIRECTIONAL SIGNAL OPTION	0.00
LSX-H1X	DRL WHEN ENG RUNNING, PARK BRAKE OFF	0.00
N7X-Z1X	WITHOUT WARNING LAMP	0.00
TRAILER CONNECTIONS		
LIX-Z1X	WITHOUT FIFTH WHEEL ANGLES	0.00
9DA-Z1X	WITHOUT 5TH WHEEL ANGLE THICKNESS	0.00
6BX-99X	WITHOUT FIFTH WHEEL OFFSET	0.00
53X-BAX	TRAILER BRAKE CONNECTION	0.00
WGX-C1X	TRAILER BRAKE VALVE, DUAL FUNC (TRCTR SVC BRK IF NO TRLR)	101.00
WHX-Q2X	TRAILER BRAKE CONNECTIONS POSITION, END OF FRAME	625.00
321-031	SINGLE 7 PINS STANDARD SAE TYPE, EOF	235.00
322-012	W/O CAB MTD TRAILER HOOKUP LAMP	0.00
PTO/SPECIALTY EQUIPMENT		
826-036	FURN F1-81R PARKER PUMP / REAR OF M-DRIVE TRANSMISSION PART#	1,399.00
997-AA2	CUSTOMER GUARANTEED WEIGHT, MUST BE CERTIFIED WEIGHT	0.00
V9B-Z1X	WITHOUT AUXILIARY TRANSMISSION COOLER	0.00
416-AA1	W/O REAR ENGINE PTO	0.00
TYX-Z1X	WITHOUT POWER TAKE OFF CONTROL	0.00
2WA-Z1X	WITHOUT PTO TRANSMISSION NEUTRAL CONTROL CHECK	0.00
183-AA1	W/O FRONT END PTO DRIVE	0.00
3FA-Z1X	WITHOUT BULK UNLOADING ADAPTATION	0.00
548-AA1	W/O COLLISION WARNING SYSTEM OPTION	0.00
G6C-Z1X	WITHOUT ADJUSTABLE TIME GAP CONFIGURATION	0.00
B83-083	BODY LINK3 W CAB PASS THRU	0.00
D5X-Z1X	WITHOUT DECALS	0.00
3BA-Z1X	WITHOUT PTO TRANSMISSION SIDE, FREE SPACE	0.00
189-AA3	REAR PTO TRANS., DIN-CONN.PUMP MEDIUM SPEED (PTR-DM)	2,404.00
CAB (A THRU G)		
I6A-Z1X	WITHOUT AUXILIARY PNEUMATIC OUTLET, IN CAB	0.00
173-AA4	BLEND AIR HVAC	0.00
0EA-B1X	AIR INTAKE GRILLE, GRAY	0.00
PVX-Z1X	WITHOUT AIR RESTRICTION INDICATOR	0.00
19A-Z1X	WITHOUT SATELLITE ANTENNA	0.00
0IA-AAX	ASHTRAY	0.00
0LA-A1X	AUTOMATIC AUDIO SHUTOFF, REVERSE ENGAGED	93.00
5CX-AEX	SPEAKER LOCATION, BEHIND DOORS, MIDDLE HIGH SIDE PANEL	0.00
24X-Z1X	WITHOUT BUG DEFLECTOR	0.00
Q2A-A1X	CAB STEP VERSION BASIC	0.00
3CA-A1X	WITH CAB AUXILIAR FAN, OVERHEAD	171.00
145-AA1	TINTED WINDSHIELD, SIDE WINDOWS, AND REAR WINDOW	0.00
Q4X-ADX	PEEP WINDOW ON RIGHT SIDE NON STG WHL POS. DEPEND	0.00
BHX-AAX	CIGAR LIGHTER	0.00
3XA-Z1X	WITHOUT DASH INDICATOR LAMP	0.00
I0X-AHX	DOME LAMP, INTERIOR, 2 EACH SIDE, SWITCHES INCLUDED	0.00
1ZA-B1X	DOOR STORAGE COMPARTMENT, BOTH SIDES	0.00
2KX-A1X	BASIC FRONT WHEEL OPENING	0.00
786-066	5LB (ABC RATED/AMEREX) MOUNTED BETWEEN LH SEAT BASE AND DOOR,	130.00
184-AA3	POLYURETHANE FLOOR MAT W/POLYURETHANE INSERTS, DRIVER AND RIDE	120.00

MACK TRUCKS INC.

COMMERCIAL INVOICE



Model	Serial Number	Sold to Account	Invoice No.
GU713	036328	F291	0632375

OPTION ID	DESCRIPTION	LIST PRICE
PFX-Z1X	WITHOUT GAUGE, AMBIENT TEMPERATURE	0.00
Z8X-Z1X	WITHOUT TIME COUNTER	0.00
PSX-Z1X	NO HUBODOMETER PROVIDED	0.00
E1A-Z1X	WITHOUT AXLE OIL TEMP GAUGE	0.00
N6X-R2X	STD PKG + ENG OIL TEMP, TRANSM OIL TEMP AND EXH PYROMETER	0.00
198-048	U.S. UNITS (PREDOMINENT)	0.00
587-0B7	BF EXTERIOR CAB GRAB HANDLES, BL GRAB HANDLE RH INTERIOR WIN	0.00
400-AA6	GRILL MTD BRIGHT FINISH BARS W/ BRIGHT FINISH SURROUND,	473.00
CAB (H THRU R)		
0MA-A1X	HEADLINER, VINYL	-23.00
26X-Z1X	WITHOUT HOOD HATCH	0.00
89A-A1X	ENGINE COMPARTMENT INSULATION, HOOD	0.00
4UA-A1X	HOOD LATCH FINISH, BLACK	0.00
154-AA3	MACK-2-RECT ALUM SINGLE TRUMPET, W/ SHIELDS, ROOF MOUNTED	141.00
LXX-C1X	1 SINGLE ELECTRIC HORN SINGLE TONE	0.00
UQX-Z1X	WITHOUT DASH PANEL BOX	0.00
C0J-02J	CO-PILOT DRVR DISP ENHANCED 4.5" DIAG LCD DISP W/4 BUTTON ST	0.00
DBX-H1X	DASHBOARD TRIM, BRUSHED METALLIC	0.00
004-AA4	PEDIGREE SANDSTONE	575.00
160-AA2	ALL CHASSIS KEYED AT RANDOM - 2 KEYS	0.00
13A-A1X	DOOR OPENING OPTION, MANUAL	0.00
153-AA2	BRIGHT FINISH (LH AND RH) 8.0" DIA.	0.00
15H-01H	W/O CONVEX HOOD MIRRORS	0.00
152-AA4	BULLDOG-HEATED BR FIN	205.00
Y6C-B1X	HEATED MIRROR TIME-OUT, 60 MIN	0.00
43X-50X	WITHOUT PROXIMITY MIRROR	0.00
E3X-D1X	FRWRD OVRHD STG, 2 STG COMPMT W/NET, 1 RADIO SHLF CNTR	0.00
0BA-Z1X	WITHOUT PERMIT PLATE (FOR LEGAL PERM ADHESIVES)	0.00
0GA-Z1X	WITHOUT PERSONALIZED NAME PLATE	0.00
5FX-Z1X	WITHOUT CAB GUARD	0.00
174-00N	PREMIUM STEREO, AM/FM, CD-PLAYER, MP3, WEATHER BAND, BLUETOO	0.00
73A-J1X	ANTENNA, RADIO, MIRROR MTD, RIGHT	7.00
5BX-B5X	MIRROR MOUNTED ANTENNA FOR CB-RADIO, LEFT, AERIAL	75.00
1WA-B1X	POWER LEAD, 5WAY TYPE, HEADLINER MTD	0.00
3JA-Z1X	WITHOUT COMMUNICATION RADIO	0.00
5JX-AIX	CB MOUNTING, OVERHEAD COMP, MOUNT PLATE, REMOVABLE	0.00
2DX-90X	REAR CAB SUSPENSION, AIR	0.00
21X-A1X	WITH AUX. REAR WINDOW - FIXED	0.00
784-054	EMERGENCY REFLECTOR KIT MTD PARALLEL AND CENTERED AGAINST BO	53.00
2YX-Z1X	WITHOUT ROOF HATCH	0.00
312-AA6	TRUCKLITE CHROME BULLET LED TYPE (SET OF 5) N/A W/ ROOF FA	148.00
IFX-B1X	REAR WALL STORAGE COMPARTMENT ,FIXED	0.00
CAB (S THRU Z)		
196-0G6	AIR-BOSTROM TALLADEGA 915 (MID BACK)	0.00
197-0G7	FIXED-MACK (MID-BACK)	0.00
3PX-A1X	SEAT ARMREST SINGLE, DRIV(DRIVER SEAT ONLY)	0.00
592-092	LAP AND SHOULDER (BOTH SEATS) CAB MTD SHOULDER BELT ADJUSTMT	0.00
D8X-C1X	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO	68.00
485-0K5	CLOTH AND VINYL, CAB INTERIOR DEPENDANT COLOR, DRIVER AND RIDER	0.00
0HA-Z1X	WITHOUT SEAT SUPPORT, DUST COVER	0.00
2QA-A1X	IGNITION TYPE, KEY	0.00

MACK TRUCKS INC.

COMMERCIAL INVOICE



Model	Serial Number	Sold to Account	Invoice No.
GU713	036328	F291	0632375

OPTION ID	DESCRIPTION	LIST PRICE
161-006	2 SPOKE URETHANE GRIP, BRUSHED NICKEL SPOKES, W/O SWITCHES	0.00
U7X-B1X	INTERNAL SUNVISOR FRONT, BASIC (NO MIRROR), BOTH SIDES	0.00
157-037	STAINLESS STEEL,DIETER'S #149QS511M,FOR USE W/O FULL	487.00
NPX-B1X	SELF CANCELLING TURN SIGNAL	0.00
JQX-AA1	WASHER RESERVOIR BASIC POSITION	0.00
146-AA1	ROLL-UP LHANDRH-CRANK OPERATED	0.00
WSX-BAX	SPLITTED WINDSCREEN	0.00
148-AA3	TWO SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE	0.00
05A-Z1X	WITHOUT WORK LIGHT, CHASSIS MOUNTED	0.00
CAB - SLEEPER BOX		
D8C-Z1X	WITHOUT SIDE WINDOW, LOWER	0.00
AERODYNAMIC DEVICES		
159-AA1	W/O PROVISIONS FOR AERO AIDS	0.00
WHEELS AND TIRES		
900-AU0	11R24.5 G BRIDGESTONE R268 ECOPIA	-174.00
H8C-B1X	TIRE SPEED LIMIT BASIC	0.00
531-0M1	24.5 X 8 25 ALCOA ALUM DISC ULTRA ONE 10-HP; 11.25" BC, 5.73	14.00
49A-ALX	WHEEL FINISHING FRONT, MACHINED BUFF	0.00
FWT-002	TWO FRONT TIRES AND WHEELS	0.00
901-3F1	11R24.5 G BRIDGESTONE M726 EL A (DRIVE ONLY)	-264.00
346-AF5	24.5X 8 25 STEEL DISC 11.25BC HAYES LEMMERZ #90542 2 HAND HO	-560.00
2YA-Z1X	WITHOUT REAR WHEEL RIM CLAMP	0.00
235-085	W/O RR DISC WHL-BRIGHT FINISH	0.00
RWT-008	EIGHT REAR AXLE TIRES AND WHEELS	0.00
BDX-AMX	WHEEL STUDS BASIC LENGTH	0.00
FIX-Z1X	WITHOUT HUB/WHEEL ISOLATOR FRONT	0.00
FMX-Z1X	WITHOUT HUB/WHEEL ISOLATOR DRIVE	0.00
80A-A1X	WHEEL NUT AND FINISH BASIC, FRONT	0.00
3PB-A1X	WHEEL NUT BASIC FINISH, REAR	0.00
15X-ABX	TIRE INFLATION VALVE, STANDARD	0.00
6VX-Z1X	WITHOUT SPARE WHEEL	0.00
6SX-Z1X	WITHOUT SPARE WHEEL CARRIER	0.00
1SB-Z1X	WITHOUT WHEEL FINISHING TRAILING	0.00
AWT-000	WITHOUT AUXILIARY AXLE TIRES AND WHEELS	0.00
282-012	W/O HYDRAULIC JACK	0.00
COMMUNICATION SYSTEMS		
3YA-A1X	DISPLAY FEATURES, LIMITED, NO DRIVER ACCESS LEVEL 1	0.00
621-000	WITHOUT COMMUNICATION/NAVIGATION DEVICE	0.00
3RA-Z1X	WITHOUT FLEET TRIP MANAGEMENT DRIVER CONTROL	0.00
M30-020	GUARDDOG CONNECT WITH 3G AND WLAN SYSTEM WITH DIAGNOSTIC SER	0.00
VEHICLE ELECTRONICS		
P6X-99X	WITHOUT SERVICE ALERT SYSTEM	0.00
X5C-Z1X	WITHOUT RESET DRIVER ID TIMER	0.00
X3C-B1X	DRIVER ID FUNCTION, DISABLED	0.00
C7C-Z1X	WITHOUT CUSTOMER UNIQUE VEHICLE PARAMETERS	0.00
X4C-Z1X	WITHOUT DRIVER ID ALERT TIMER	0.00
C0A-Z1X	WITHOUT ELECTRONIC HAND THROTTLE, JUMP TO MIN. ENGINE SPEED	0.00
4KA-Z1X	WITHOUT FUEL ECONOMY CALCULATION DISTANCE INTERVAL	0.00
4JA-Z1X	WITHOUT FUEL ECONOMY PENALTY TARGET	0.00
4IA-Z1X	WITHOUT FUEL ECONOMY REWARD TARGET	0.00
8RX-AEX	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0.00

MACK TRUCKS INC.
COMMERCIAL INVOICE



Model	Serial Number	Sold to Account	Invoice No.
GU713	036328	F291	0632375

OPTION ID	DESCRIPTION	LIST PRICE
A6A-ABX	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE	0.00
B1A-CAX	30 SEC IDLE S/D WARNING TIME	0.00
B2A-Z1X	ENGINE IDLE COOLDOWN, DISABLE	0.00
B3A-BAX	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)	0.00
B4A-DAX	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0.00
B6A-CEX	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM	0.00
B7A-Z1X	WITHOUT ELECTRONIC HAND THROTTLE, SINGLE SPEED CONTROL	0.00
B8A-Z1X	WITHOUT ELECTRONIC HAND THROTTLE, SINGLE SPEED SETTING	0.00
B9A-ABX	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC	0.00
C7A-Z1X	WITHOUT ENG FAN CONTROL, A/C ON, TIME SETTING	0.00
C8A-Z1X	WITHOUT FAN ENGAGEMENT DUE TO PTO	0.00
C9A-Z1X	WITHOUT ENG FAN CONTROL, MOVING VEHICLE	0.00
D1A-Z1X	WITHOUT ENG FAN CONTROL, MOVING VEHICLE, TIME SETTING	0.00
E0X-GAX	IDLE SHUTDOWN TIME 10 MIN.	0.00
E4A-AAX	CRUISE RESUME WITH CLUTCH	0.00
E5A-ACX	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED	0.00
E7A-Z1X	WITHOUT FUEL ECONOMY INCENTIVE PROGRAM	0.00
E8A-Z1X	WITHOUT FUEL ECONOMY REWARD, SPEED LIMIT INCREASE	0.00
E9A-Z1X	WITHOUT FUEL ECONOMY PENALTY, SPEED LIMIT DECREASE	0.00
F2A-Z1X	WITHOUT PTO 1ST, SINGLE SPEED CONTROL	0.00
F3A-AEX	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM	0.00
F5A-ABX	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0.00
F6A-ABX	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC	0.00
F7A-APX	PTO 1ST, MAX ENGINE SPEED, 2100 RPM	0.00
F8A-AGX	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0.00
F9A-ABX	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM	0.00
G0A-Z1X	PTO 1ST, AUTO SET SINGLE SPEED, DISABLE	0.00
G1A-ABX	ENGINE IDLE DELAY TO START LOG, 2 MIN	0.00
G2A-AGX	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0.00
A3A-Z1X	ENGINE IDLE SHUTDOWN, DISABLE	0.00
G3A-APX	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0.00
G4A-AUX	VEHICLE OVERSPEED, ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0.00
G5A-AHX	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0.00
G8A-ABX	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM	0.00
G9A-ABX	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC	0.00
H0A-ABX	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0.00
H2A-Z1X	WITHOUT 2ND PTO, SINGLE SPEED CONTROL	0.00
H4A-Z1X	PTO 2ND, AUTO SET SINGLE SPEED, DISABLE	0.00
H5A-AGX	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0.00
H6A-AEX	PTO2 SINGLE SPEED SETTING, 1000 RPM	0.00
H7A-ANX	PTO 2ND, MAX ENGINE SPEED, 2100 RPM	0.00
I1A-Z1X	WITHOUT LOW IDLE RPM ADJUSTMENT	0.00
JCX-E6X	105 KM/HOUR ROAD SPEED LIMITER(65 MILES/HOUR)	0.00
Y3C-C5X	105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)	0.00
JFX-LLX	MAX CRUISE, 105 KPH (65 MPH)	0.00
E3A-ACX	MIN CRUISE, 32 KPH (20 MPH)	0.00
K5X-A2X	ENGINE PROTECTION (SHUTDOWN)	0.00
K7X-H3X	IDLE CONTROL, 650 RPM	0.00
M6A-Z1X	WITHOUT ENGINE IDLE ADJUST	0.00
U4A-Z1X	WITHOUT LOWER GEAR VEHICLE LIMITING FEATURE	0.00
U5A-Z1X	WITHOUT LOW GEAR VEHICLE LIMITING SPEED	0.00

MACK TRUCKS INC.

COMMERCIAL INVOICE



Model	Serial Number	Sold to Account	Invoice No.
GU713	036328	F291	0632375

OPTION ID	DESCRIPTION	LIST PRICE
W5A-Z1X	WITHOUT MAINTENANCE DUE ALERT PERCENTAGE	0.00
W7A-Z1X	WITHOUT PERIODIC TRIP LOG, HOUR	0.00
W8A-Z1X	WITHOUT PERIODIC TRIP LOG, DAY OF WEEK	0.00
W9A-01X	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0.00
W1X-Z1X	WITHOUT COOLANT LEVEL ENGINE SHUTDOWN	0.00
WMX-A1X	COOLANT TEMP, ENGINE SHUTDOWN	0.00
WOX-A1X	OIL PRESSURE, ENGINE SHUTDOWN	0.00
X0A-B0X	INCREASE 10 MINUTE MAXIMUM TIME	0.00
X1A-Z1X	WITHOUT DAYTIME RUNNING LAMP OVERRIDE SW	0.00
X2A-Z1X	WITHOUT DRL OVERRIDE SPEED THRESHOLD	0.00
X3A-Z1X	WITHOUT PTO 1ST, JUMP TO MINIMUM ENGINE SPEED	0.00
X4A-Z1X	WITHOUT PTO 2ND, JUMP TO MINIMUM ENGINE SPEED	0.00
X5A-Z1X	WITHOUT SERVICE INTERVALS (USER ENTERED)	0.00
W8B-Z1X	WITHOUT SERVICE ALERT	0.00
A4A-AEX	5 MIN. WARM UP TIME DELAY	0.00
D0A-Z1X	WITHOUT ENG FAN CONTROL, STATIONARY VEHICLE	0.00
A3B-Z1X	WITHOUT ENGINE HIGH IDLE SPEED IN UPPER GEARS	0.00
A7A-Z1X	WITHOUT ENGINE IDLE SHUTDOWN TIME OVERRIDE IF EHT ACTIVE	0.00
A8A-ALX	38C DEG (100F), WARM UP TEMP DELAY	0.00
A9A-Z1X	WITHOUT IDLE SHUTDOWN CONTROL	0.00
B0A-AAX	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE GT THAN LIMIT	0.00
A4B-AAX	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0.00
JDX-A1X	WITH CRUISE CONTROL	0.00
O1A-Z1X	WITHOUT ACCELERATOR LIMITER	0.00
D2A-AFX	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)	0.00
D3A-AEX	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0.00
L1C-Z1X	DISABLE POWER LOCKER LOCK OUT (PDLO) ROAD SPEED LIMIT	0.00
L2C-A1X	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 8KMH (5MPH)	0.00
L3C-Z1X	WITHOUT PTO2 HOLD	0.00
L4C-Z1X	WITHOUT PTO2 ACCEL "BUMP-UP"	0.00
L5C-Z1X	WITHOUT PTO2 DECEL "BUMP-DOWN"	0.00
L6C-Z1X	WITHOUT PTO1 HOLD	0.00
L7C-Z1X	WITHOUT PTO1 ACCEL "BUMP-UP"	0.00
L8C-Z1X	WITHOUT PTO1 DECEL "BUMP-DOWN"	0.00
L9C-Z1X	WITHOUT ELECTRONIC HAND THROTTLE HOLD	0.00
M1C-Z1X	WITHOUT ELECTRONIC HAND THROTTLE ACCEL "BUMP-UP"	0.00
M2C-Z1X	WITHOUT ELECTRONIC HAND THROTTLE DECEL "BUMP-DOWN"	0.00
M3C-A1X	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED	0.00
M4C-B1X	IDLE SHUTDOWN OVERIDE UPTO 20% ENGINE LOAD THRESHOLD	0.00
X2B-Z1X	WITHOUT WITH RSL CONTROL TYPE	0.00
X8C-Z1X	ENGINE HIGH IDLE SPEED IN UPPER GEARS, DISABLED	0.00
Z2C-Z1X	WITHOUT 1ST RATIO FOR REDUCED HIGH IDLE	0.00
Z1C-H1X	TRANSMISSION PTO2 SPLIT GEAR RANGE, HIGH	0.00
Y9C-L1X	TRANSMISSION PTO1 SPLIT GEAR RANGE, LOW	0.00
Z3C-Z1X	WITHOUT LAST RATIO FOR FULL HIGH IDLE	0.00
K4C-Z1X	VEHICLE UPTIME DISABLED	0.00
W5B-Z1X	WITHOUT MAXIMUM ENGINE SPEED AT 0 MPH	0.00
PAINT		
950-AD0	SINGLE COLOR W/OUT DESIGN	0.00
944-AA7	MACK WHITE 08282PP, P9188	0.00
924-014	SOLID PAINT	0.00

MACK TRUCKS INC.

COMMERCIAL INVOICE



Model	Serial Number	Sold to Account	Invoice No.
GU713	036328	F291	0632375

OPTION ID	DESCRIPTION	LIST PRICE
945-AA1	W/O AREA B PAINT COLOR,NO COLOR	0.00
946-AA1	W/O AREA C PAINT COLOR,NO COLOR	0.00
996-AA3	POLY BASE-POLY CLEAR	280.00
951-AA6	MACK BLACK; P3036	0.00
958-028	W/O OPTIONAL BUMPER PAINT	0.00
959-019	W/O OPTIONAL FUEL TANK PAINT	0.00
7HB-Z1X	FUEL TANK PAINT PROCESS, NOT PAINTED	0.00
07X-Z1X	WITHOUT (UNPAINTED)	0.00
08X-C1X	DRIVE WHEEL POWDER COAT, WHITE	0.00
954-AA1	WITHOUT PAINT	0.00
955-AA1	WITHOUT PAINT	0.00
956-016	WITHOUT PAINT	0.00
957-027	WITHOUT PAINT	0.00
952-AA1	W/O OPTIONAL SPOKE WHEEL PAINT	0.00
953-AA1	W/O OPTIONAL SPOKE WHEEL PAINT	0.00
962-032	SAME AS CHASSIS RUNNING GEAR	0.00
963-033	SAME AS CHASSIS RUNNING GEAR	0.00
CALCULATED CODES - KAX		
9JX-A1X	YES, THE ORDER MUST BE CALCULATED	0.00
BASE WARRANTY AND PURCHASED COVE		
898-003	HEAVY DUTY WARRANTY CLASSIFICATION	0.00
M50-030	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (1	0.00
M51-021	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES	0.00
M52-022	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE	0.00
M53-Z1X	W/O MACK ENGINE EXHAUST AFTERTREATMENT COVERAGE	0.00
M54-104	mDRIVE HD TRANSMISSIONS Standard Heavy Duty Coverage 36 Mon	0.00
M71-0J1	WITHOUT mDRIVE CLUTCH PROTECTION PLAN	0.00
M55-035	STANDARD MACK HEAVY DUTY COVERAGE 36 MONTHS / 350,000 (563.0	0.00
M56-026	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12	0.00
M57-027	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000	0.00
M58-028	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES	0.00
M61-Z1X	W/O ALTERNATOR and STARTER EXTENDED WARRANTY COVERAGE	0.00
M59-Z1X	W/O STARTER PURCHASED COVERAGE	0.00
M60-Z1X	W/O ALTERNATOR PURCHASED COVERAGE	0.00
M69-029	24 MNTH - GUARDDOG CONNECT - INCLUDES ASIST AND MACK ONECALL	0.00
M70-080	24 MNTH - ASIST AND MACK ONECALL	0.00
M68-Z1X	W/O TELOGIS PACKAGE	0.00
M65-Z1X	W/O PREMIUM MAINTENANCE PLAN	0.00
M66-Z1X	W/O AFTERTREATMENT PREMIUM MAINTENANCE PLAN	0.00
M67-017	W/OUT PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION COVE	0.00



FAST TRACK TRUCK SALES LLC
 P.O. BOX 2867
 LONGVIEW, TX 75603
 800-441-8505
 OFFER TO PURCHASE



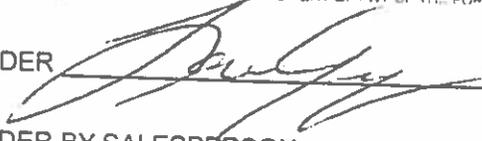
DATE: January 31, 2017
 CUSTOMER NAME: ELLIS COUNTY PCT 2
 ADDRESS: 1400 OAK GROVE RD
 CITY/STATE/ZIP: ENNIS, TX 75119
 PHONE:
 SALESMAN: RHETT
 CONTACT: LANE GRAYSON

DESCRIPTION		AMOUNT
YEAR/MODEL VIN DESCRIPTION	WARREN PUP TRAILER-STANDARD - WPD-SS-S12	\$ 31,250.00
YEAR/MODEL VIN DESCRIPTION	WARREN PUP TRAILER-STANDARD - WPD-SS-S12	\$ 31,250.00
YEAR/MODEL VIN DESCRIPTION	- - -	-
YEAR/MODEL VIN DESCRIPTION	- - -	-
YEAR/MODEL VIN DESCRIPTION	- - -	-
FEDERAL EXCISE TAX		-
SUBTOTAL		<u>62,500.00</u>
EXTENDED WARRANTY		-
FREIGHT		-
MISC. CREDIT		-
EMISSIONS FEE		-
STATE SALES TAX		-
LICENSE & REGISTRATION		-
TITLE FEE/INSPECTION		-
STATE INSPECTION/DOT		-
DOCUMENTARY FEE		80.00
DEALER INVENTORY TAX		-
	TOTAL PRICE	<u>62,671.00</u>
	DEPOSIT ON ORDER	-
	CASH ON DELIVERY	-
ALLOWANCE ON TRADE-IN: YEAR/MODEL VIN DESCRIPTION	- - -	-
TRADE-IN ALLOWANCE		-
BALANCE OWED ON TRADE-IN		-
NET ALLOWANCE ON TRADE-IN		-
	AMOUNT FINANCED	62,671.00
SHIP TO:	LIEN HOLDER:	TOTAL PRICE <u>\$ 62,671.00</u>

ALL EQUIPMENT IS SOLD AS-IS, WHERE-IS, UNLESS STATED IN THIS ORDER!!!

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, DALLAS MACK SALES, INC. MAKES NO WARRANTY UNLESS STATED. NO WARRANTIES ARE OFFERED EITHER STATED OR IMPLIED BY DALLAS MACK SALES, INC. OR THE MANUFACTURER OF ANY EQUIPMENT SOLD. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, DALLAS MACK SALES, INC. MAKES NO WARRANTY OF MERCHANTABILITY EXPRESSED OR IMPLIED WITH RESPECT TO THE GOODS, WARE OR MERCHANDISE COVERED OR AFFECTED DIRECTLY OR INDIRECTLY BY THE TRANSACTION AS TO WHICH THIS DOCUMENT RELATES. WARRANTIES OF THE MANUFACTURER OR ANY OTHER PERSON OR FIRM THAT MAY BE MADE OR DELIVERED IN CONNECTION WITH THIS TRANSACTION SHALL NOT BE CONSTRUED AS ANY WARRANTY OR REPRESENTATION OF DALLAS MACK SALES, INC. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITTEN INSTRUMENT EXECUTED BY DULY AUTHORIZED OFFICER OF DALLAS MACK SALES, INC. NO COURSE OF CONDUCT OR ACTION SHALL NOT BE CONSTRUED AS A WAIVER FOR A MODIFICATION OR AMENDMENT OF ANY OF THE FOREGOING PROVISIONS.

ACCEPTANCE OF ORDER



ACCEPTANCE OF ORDER BY SALESPERSON



January 20, 2017

Telephone 972-484-7113

800-648-7022

Fax 972-484-8908

Email: scott-merriman@sbcglobal.net

Honorable Melanie Reed
Ellis County District Clerk
109 S. Jackson
Waxahachie, Texas 75168

RE: SCANNING AND BOOK RESTORATION COVER LETTER

Dear Ms. Reed,

We appreciate the opportunity to bid your Book Restoration and Scanning project with our partner vendors Sutterfield Technologies and Peeler Mobile Bookbinders.

We have estimated to the best of our abilities your current needs and look forward to working with you on this project and future ones as well.

Please review attached proposals and let us know if we have included everything you wanted.

When we are awarded the project we will require 30% of proposal amount due upon acceptance of proposal, 30% due upon delivery of scanning and balance due upon completion of entire project and your complete satisfaction.

Thanks again for your past business and let us know if we can schedule this project for you.

Sincerely,

Richard Powers

Accepted by: _____

Date: _____



January 20, 2017

Telephone 972-484-7113

800-648-7022

Fax 972-484-8908

PROPOSALEmail: scott-merriman@sbcglobal.net

Honorable Melanie Reed
 Ellis County District Clerk
 109 S. Jackson
 Waxahachie, Texas 75168

**RE: COMPLETE ARCHIVAL ENCAPSULATION WITH
 BOOKKEEPERS DEACIDIFICATION AND LEATHER BINDERS**

**BOOK PRESERVATION, ENCAPSULATION & DEACIDIFICATION FOR
 ELLIS COUNTY DISTRICT CLERK, TX**

REVERSE INDEX STATE CASES.....	\$ 1,864.00
CRIMINAL MINUTES VOL. B.....	\$ 2,483.00
CRIMINAL MINUTES VOL. C.....	\$ 2,483.00
CRIMINAL MINUTES VOL. D.....	\$ 2,664.00
CRIMINAL MINUTES VOL. D2.....	\$ 2,627.00
CRIMINAL MINUTES VOL. E.....	\$ 2,484.00
CRIMINAL MINUTES VOL. C2.....	\$ 2,765.00
CRIMINAL MINUTES VOL. E2.....	\$ 1,800.00
CRIMINAL MINUTES VOL. E3.....	\$ 2,584.00
CRIMINAL MINUTES VOL. F.....	\$ 2,765.00
CRIMINAL MINUTES VOL. G.....	\$ 2,584.00
CRIMINAL MINUTES VOL. H.....	\$ 2,297.00
CRIMINAL MINUTES VOL. H2.....	\$ 3,017.00
CRIMINAL MINUTES VOL. I.....	\$ 2,232.00
CRIMINAL MINUTES VOL. J.....	\$ 2,088.00
CRIMINAL MINUTES VOL. K.....	\$ 2,088.00
CRIMINAL MINUTES VOL. I2.....	\$ 3,017.00
CRIMINAL MINUTES VOL. L.....	\$ 2,484.00
CRIMINAL MINUTES VOL. M.....	\$ 2,484.00
CRIMINAL MINUTES VOL. 1.....	\$ 2,088.00
CRIMINAL MINUTES VOL. 2.....	\$ 2,088.00
DIVORCE RECORD VOL. A.....	\$ 2,297.00
DIVORCE RECORD VOL. B.....	\$ 2,152.00
DIVORCE RECORD VOL. C.....	\$ 2,484.00
DIVORCE RECORD VOL. D.....	\$ 2,484.00
DIVORCE RECORD VOL. E.....	\$ 2,484.00
DIVORCE RECORD VOL. F.....	\$ 2,484.00
DIVORCE RECORD VOL. G.....	\$ 2,484.00
CIVIL MINUTES VOL. B 1856.....	\$ 2,088.00
CIVIL MINUTES VOL. C.....	\$ 2,664.00
CIVIL MINUTES VOL. D.....	\$ 2,152.00
CIVIL MINUTES VOL. E.....	\$ 2,737.00
CIVIL MINUTES VOL. F.....	\$ 2,765.00
CIVIL MINUTES VOL. G.....	\$ 2,765.00
CIVIL MINUTES VOL. H.....	\$ 3,016.00
CIVIL MINUTES VOL. I.....	\$ 2,808.00
CIVIL MINUTES VOL. J.....	\$ 3,016.00
CIVIL MINUTES VOL. K.....	\$ 2,664.00
CIVIL MINUTES VOL. L.....	\$ 3,016.00



Telephone 972-484-7113

800-648-7022

Fax 972-484-8908

Email: scott-merriman@sbcglobal.net

PROPOSAL(cont'd page 2)

**RE: COMPLETE ARCHIVAL ENCAPSULATION WITH
BOOKEEPERS DEACIDIFICATION AND LEATHER BINDERS**

CIVIL MINUTES VOL. M.....	\$ 2,483.00
CIVIL MINUTES VOL. N.....	\$ 2,483.00
CIVIL MINUTES VOL. O.....	\$ 2,664.00
CIVIL MINUTES VOL. P.....	\$ 2,664.00
CIVIL MINUTES VOL. Q.....	\$ 2,664.00
CIVIL MINUTES VOL. R.....	\$ 2,664.00
CIVIL MINUTES VOL. S.....	\$ 3,016.00
CIVIL MINUTES VOL. T.....	\$ 2,664.00
CIVIL MINUTES VOL. U.....	\$ 2,664.00
CIVIL MINUTES VOL. V.....	\$ 2,664.00
CIVIL MINUTES VOL. W.....	\$ 2,664.00
CIVIL MINUTES VOL. X.....	\$ 2,664.00
CIVIL MINUTES VOL. Y.....	\$ 2,664.00
CIVIL MINUTES VOL. Z.....	\$ 2,664.00
CRIMINAL FILE DOCKET VOL. 13.....	\$ 2,153.00
NATURALIZATION RECORD VOL. 1 1892.....	\$ 2,153.00
DECLARATION OF INTENTION VOL. 1.....	\$ 2,664.00
MINUTES OF GRAND JURY VOL. 1 1875.....	\$ 2,664.00
MINUTES OF GRAND JURY VOL. 2 1886-1920.....	\$ 2,152.00
FINAL RECORDS VOL. A.....	\$ 3,016.00
EXECUTION DOCKET VOL. 1851.....	\$ 2,088.00
 COMBINED CIVIL CASE FILES VOLS 1,2,3A,3B,3C,4,5.....	 \$ 2,040.00

GRAND TOTAL.....\$ 153,762.00

Sincerely,

Richard Powers

*With loose page scanning of all books prior to deacidification and encapsulation. Catalog images – book and page, digital image to be compatible with LGS Software Systems.

Accepted by: _____

Date: _____

ESD #1 MAYPEARL

Reappointments are:

- Andy Mulvany
 - Total Hours – 17
 - Classes attended
 - Waxahachie ESD 101 03/23/12
 - Jan. webcast 01/28/13
 - Feb. webcast 02/25/13
 - Annual conference 01/23/14
 - Feb webcast 02/23/15
- James Morrison
 - Hours of training = 18
 - Classes attended
 - Waxahachie ESD 101 03/23/12
 - Jan. webcast 01/28/13
 - Feb. webcast 02/25/13
 - Apr. webcast 04/29/13
 - Annual conference 01/23/14
 - Feb. webcast 02/23/15
- Garry Harris
 - Hours of training = 6
 - Classes attended
 - Waxahachie ESD 101 03/23/12
 - Jan. webcast 01/28/13
 - Feb. webcast 02/25/13
 - Feb. webcast 02/23/15

ESD #2 MIDLOTHIAN

Reappointments are:

- Gary Ratliff
 - Hours of training = 26
 - Classes attended
 - Annual conference 02/22/12
 - Annual conference 03/06/13
 - Annual conference 01/17/15
- Monica Arroyo
 - Hours of training = 8
 - Classes attended
 - Annual conference 1/17/15

ESD #3 ITALY

Reappointments are:

- Larry Norcross
 - Hours of training = None to date
- Richard Dabney
 - Hours of training = None to date
- Vicente Guerrero
 - Hours of training = None to date

Withdrawn

ESD #4 RED OAK

Reappointments are:

- Chuck Edwards
 - Hours of training = Open

- Steve Tanner
 - Hours of training = Open

- Joe Bond
 - Hours of training = 5
 - Classes attended
 - Oct. webcast 10/18/13
 - Tyler workshop 11/02/13
 - April webcast 04/28/14

ESD #5 FERRIS

Reappointments are:

- Steve Salmon
 - Hours of training = None to date

- Bruce Moore
 - Hours of training = None to date

Open member, we have 3

ESD #5 FERRIS

Applicants are:

- Dallas Dial
 - See application

- Mike Heckathorn
 - See application

- Alfred Lemon
 - See application

Application for Ellis County
Emergency Service District Board

Name DALLAS DIAI
Address 490 JAMES RD
FERRIS, TX. 75125
Phone Home _____
Work _____
Mobile 469-576-5017
E Mail d.alrauch.d@gmail.com
Emergency Service District applying for: ESD 5 Board

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

NO

Do you live within this district? yes How long have you lived in Ellis County? 29 years
US Citizen? yes Registered voter? yes
Current employer Retired
Military Service NO

Have you filed federal income tax returns for the past five (5) years? If no, give details yes

Have you ever been arrested? If yes, give details

NO

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details.

NO

Have you ever been delinquent in child support payments? If yes, give details

NO

Has your driver license ever been suspended? If yes, give details

NO

Are you or your spouse related to a local, state or federal public official? (name and relationship, if applicable) NO

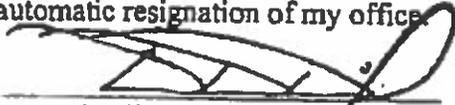
Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office?
NO

Please tell us about your business experience and your experience on other boards.
I HAVE OWNED AND MANAGED A 40 EMPLOYEE COMPANY FOR OVER 20 YEARS.

What do you hope to accomplish as a member of the Emergency Service District Board?
TO HELP FACILITATE THE NEEDS OF THE COMMUNITY AND THE CITIZENS OF MY DISTRICT AND ELLIS COUNTY.

CERTIFICATION OF APPLICANT

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. ___ that I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.


Applicant's Signature

1/27/17
Date

Application for Ellis County
Emergency Service District Board

Name Mike Heckathorn
Address 710 S. Church
Ferris Texas 75125
Phone Home _____
Work _____
Mobile 903-390-8087
E Mail Coachbeck43@gmail.com
Emergency Service District applying for: ESD 5 - Ferris

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

NO

Do you live within this district? yes How long have you lived in Ellis County? 7 Months
US Citizen? yes Registered voter? yes
Current employer Retired
Military Service _____

Have you filed federal income tax returns for the past five (5) years? If no, give details yes

Have you ever been arrested? If yes, give details

NO

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details.

NO

Have you ever been delinquent in child support payments? If yes, give details

NO

Has your driver license ever been suspended? If yes, give details

NO

Are you or your spouse related to a local, state or federal public official? (name and relationship, if applicable) NO

Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office?

Yes Oakwood, Texas City Council

Please tell us about your business experience and your experience on other boards.

I spent 49 years in Education as Teacher, Coach and administrator. I served 8 years on the Oakwood, Texas City Council and on several boards in the Coach's Association.

What do you hope to accomplish as a member of the Emergency Service District Board?

To make sure that the Fire Fighters have safe and adequate equipment and supplies to protect the citizens of their area.

CERTIFICATION OF APPLICANT

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. _____ that I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.

Mike Heckathorn
Applicant's Signature

1-9-17
Date

Application for Ellis County
Emergency Service District Board

Name Alfred Lemon
Address 120 N Maple
Phone Home _____
Work 214-670-4812
Mobile 214-8213-6121
E Mail Alfred.Lemon@y2k.com
Emergency Service District applying for: _____

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

NO

Do you live within this district? Y How long have you lived in Ellis County? 38 years
US Citizen? Y Registered voter? Y
Current employer City of Dallas
Military Service NO

Have you filed federal income tax returns for the past five (5) years? If no, give details YES

Have you ever been arrested? If yes, give details

NO

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details.

NO

Have you ever been delinquent in child support payments? If yes, give details

NO

Has your driver license ever been suspended? If yes, give details

NO

Are you or your spouse related to a local, state or federal public official? (name and relationship, if applicable) ~~Answer~~ NO

Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office?
NO

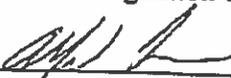
Please tell us about your business experience and your experience on other boards.
Master Electrician for City of Dallas for 3 years + supervise 35 employees
worked for City of Dallas for a total of 13 years

What do you hope to accomplish as a member of the Emergency Service District Board?

To support the fire department in providing the best possible service to the ESD

CERTIFICATION OF APPLICANT

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. _____ that I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.


Applicant's Signature

1-10-17
Date

ESD #7 BRISTOL

Reappointments are:

- James Parr
 - Hours of training = None to date

- Timberlie Perdue
 - Hours of training = None to date

- David Futral
 - Hours of training = None to date

ESD #8 Avalon

Reappointments are:

- Kevin Mason
 - Hours of training =

- Mark Donoho
 - Hours of training =

- Lynn Caldwell
 - Hours of training =

ESD #9 PALMER

Reappointments are:

- Mike Greenlee
 - Hours of training = 3
 - Classes attended
 - Waxahachie ESD 101 03/23/12

- Douglas Young
 - Hours of training = 2
 - Classes attended
 - Jun. 2nd webcast 6/2/14
 - July webcast 07/28/14

- John Hancock
 - Hours of training = None to date

ESD #6 ELLIS COUNTY

Reappointments are:

- Charles McCormack
 - Hours of training = 1
 - Classes attended
 - Ethics 101 online

- Tommy Hamilton
 - Hours of training = None to date

Open member, we have 4 applicants for one position on ESD#6. These are to fill Mr. Gillian place.

ESD #6 ELLIS COUNTY

Applicants are:

- Clay Schoolfield
 - See application

- Billy Wayne Robinson
 - See application

- Anthony P. Gilbert
 - See application

- ~~Alex B. Smith~~
 - Sent e-mail to take name off list

Tim Birdwell

From: Charles McCormack <chuckmccormack@att.net>
Sent: Thursday, January 12, 2017 8:38 AM
To: Tim Birdwell
Subject: Ellis County Emergency Services District # 6

Dear Fire Marshall Birdwell,

As a commissioner of ESD#6 whose two-year term expired DEC 31, 2016, I hereby agree to serve another term at the pleasure of the Ellis County Commissioners Court. To my knowledge there have been no changes that would otherwise disqualify my continued service in this capacity.

Respectfully,

Chuck McCormack

Residence:
224 Spring Grove Drive
Waxahachie TX 75165

Home:
972.938.0454
Mobile:
972.489.6448

Tim Birdwell

From: Tommy Hamilton <Tommy.Hamilton@cnboftexas.com>
Sent: Tuesday, January 17, 2017 11:14 AM
To: 'tim.birdwell@co.ellis.tx.us'
Subject: Ellis County Emergency Services District #6

Dear Fire Marshal Birdwell

As a Commissioner of ESDS#6 whose two-year term expired Dec 31 2016, I hereby agree to serve another term at the pleasure of the Ellis County Commissioners Court. To my knowledge there have been no changes that would otherwise disqualify my continued service in this capacity.

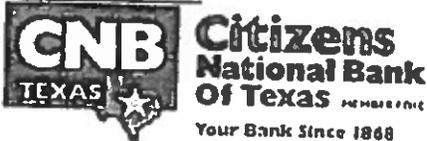
Respectfully,

Tommy Hamilton

Residence:
3456 FM 876
Waxahachie, Texas

Home 972 937 1608
Cell 817 929 8350

Tommy Hamilton
Sr. Vice President
P.O. Box 717, Waxahachie, Tx. 75168
Phone: 972-351-5182
Cell: 817-929-8350
Fax: 972-938-4378
Email Tommy.Hamilton@cnboftexas.com
www.cnbwax.com



This transmission may contain information which is confidential, proprietary and privileged. If you are not the individual or entity to which it is addressed, note that any review, disclosure, copying, retransmission or other use is strictly prohibited. If you received this transmission in error, please notify the sender immediately and delete the material from your system.

yes

Application for Ellis County Emergency Service District Board #6

Name Clay Schoofield
 Address 1664 Fm 1446
Waxahatchee TX 75167
 Phone Home 972-923-2978
 Work 469-383-5900
 Mobile 972-935-3380
 E Mail HIRAMCLAY@live.com
 Emergency Service District applying for: ESD 6

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

Do you live within this district? yes How long have you lived in Ellis County? 40 yrs
 US Citizen? yes Registered voter? yes
 Current employer Self / H&H Insurance Services
 Military Service N/A

Have you filed federal income tax returns for the past five (5) years? If no, give details yes

Have you ever been arrested? If yes, give details NO

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details. NO

Have you ever been delinquent in child support payments? If yes, give details NO

Has your driver license ever been suspended? If yes, give details NO

Are you or your spouse related to a local, state or federal public official? (name and relationship, if applicable) N/A

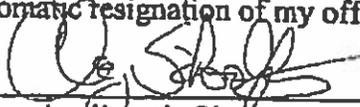
Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office?
 NO

Please tell us about your business experience and your experience on other boards.
I have owned my own insurance agency for 19 years
as well as managing a large commercial construction.

What do you hope to accomplish as a member of the Emergency Service District Board?
I feel that the business and management experience
that I gained through my career experiences would be an asset
to the board. I would like to help establish a financially
sound and respect board for our community.

CERTIFICATION OF APPLICANT

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. that I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.


Applicant's Signature

 9-6-16
Date

Application for Ellis County
Emergency Service District Board

Name Billy Wayne Robinson 900-1 #
Address 211 Wilmington Waxahachie Tx 75165 972-935-4558
Phone Home _____ Email: billyandmary1974@gmail.com
Work _____
Mobile 972-923-4558
E Mail _____
Emergency Service District applying for: ESD6

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

no

Do you live within this district? _____ How long have you lived in Ellis County? 56
US Citizen? yes Registered voter? yes
Current employer Oncor Retired
Military Service none

Have you filed federal income tax returns for the past five (5) years? If no, give details yes

Have you ever been arrested? If yes, give details no

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details. no

Have you ever been delinquent in child support payments? If yes, give details no

Has your driver license ever been suspended? If yes, give details no

Are you or your spouse related to a local, state or federal public official? (name and relationship, if applicable) no

Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office?
no

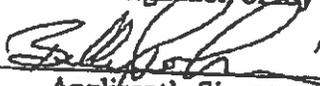
Please tell us about your business experience and your experience on other boards.
3 years Elder at The Cowboy Church of Ellis County
Served on several committees over 37 yrs with Oncor.

What do you hope to accomplish as a member of the Emergency Service District Board?

Stay within budget
Have respect for one another. I am black/white - no gray area
Safety is number one
Reliable service to the people of Ellis County.

CERTIFICATION OF APPLICANT

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. _____ that I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.


Applicant's Signature

10-18-2016
Date

Application for Ellis County
Emergency Service District Board # 6

Name Anthony Phillip Gilbert
Address 540 Youngblood Road
Waxahatchie, TX 75165
Phone Home N/A
Work 972-923-0603
Mobile 972-268-5976
E Mail Phillip@gus-gilbert.com
Emergency Service District applying for: No. 6

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

No

Do you live within this district? Yes How long have you lived in Ellis County? 27 years
US Citizen? Yes Registered voter? Yes
Current employer Gus's Gilbert Law Firm, PC.
Military Service No

Have you filed federal income tax returns for the past five (5) years? If no, give details Yes

Have you ever been arrested? If yes, give details

No

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details.

No, ONLY Traffic Tickets

Have you ever been delinquent in child support payments? If yes, give details

No

Has your driver license ever been suspended? If yes, give details

No

Are you or your spouse related to a local, state or federal public official? (name and relationship, if applicable) NO

Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office?
NO

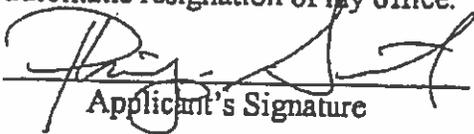
Please tell us about your business experience and your experience on other boards.

I have several years experience with the Commercial Real Estate & Legal Fields

What do you hope to accomplish as a member of the Emergency Service District Board?

CERTIFICATION OF APPLICANT

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. 6 that I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.


Applicant's Signature

8/19/2016
Date

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND MILFORD INDEPENDENT SCHOOL DISTRICT**

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 of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of 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 further be authorized to sell the ISD goods and services.
- B. The Milford Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from February 15, 2017 to Sept. 30, 2019.
- 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. ISD agrees to pay COUNTY within (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 _____, 2017.

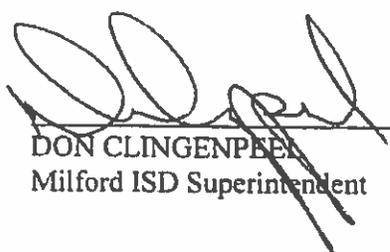
COUNTY OF ELLIS

CAROL BUSH
County Judge, Ellis County, Texas

Attest:

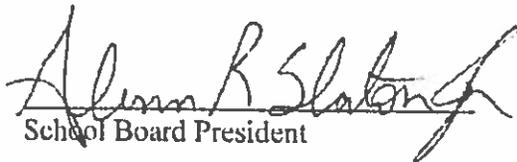
Ellis County Clerk

MILFORD INDEPENDENT
SCHOOL DISTRICT



DON CLINGENPEEL
Milford ISD Superintendent

Attest:



School Board President

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND MAYPEARL INDEPENDENT SCHOOL DISTRICT**

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 of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of 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 further be authorized to sell the ISD goods and services.
- B. The Maypearl Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from February 15, 2017 to Sept. 30, 2019.
- 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. ISD agrees to pay COUNTY within (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 _____, 2017.

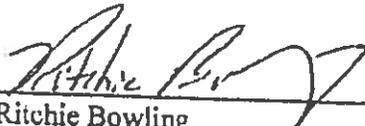
COUNTY OF ELLIS

CAROL BUSH
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

MAYPEARL INDEPENDENT
SCHOOL DISTRICT



Ritchie Bowling
Maypearl ISD Superintendent

Attest:



School Board President

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT**

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 of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of 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 further be authorized to sell the ISD goods and services.
- B. The Midlothian Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from February 15, 2017 to Sept. 30, 2019.
- 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. ISD agrees to pay COUNTY within (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 23 day of January, 2017.

COUNTY OF ELLIS

CAROL BUSH
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

MIDLOTHIAN INDEPENDENT
SCHOOL DISTRICT

Dr. Lane Ledbetter
Midlothian ISD Superintendent

Attest:

School Board President

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE ITALY INDEPENDENT SCHOOL DISTRICT**

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 of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of 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 further be authorized to sell the ISD goods and services.
- B. The Italy Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from January 24, 2017 to Sept. 30, 2019.
- 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. ISD agrees to pay COUNTY within (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 17 day of January, 2017.

COUNTY OF ELLIS

CAROL BUSH
County Judge, Ellis County, Texas

Attest:

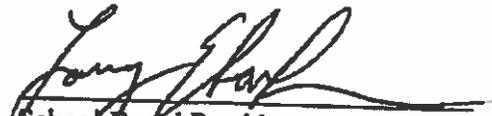
Ellis County Clerk

ITALY INDEPENDENT
SCHOOL DISTRICT



Lee Joffe
Italy ISD Superintendent

Attest:



School Board President

3.7

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County Texas

Department to Provide Service: Road and Bridge Pct. 1

Basis of Authority to Provide Service:
Interlocal Agreement dated December 30, 2016
Per Commissioner's Court Minute Order No. 505.16(d)

Local Government Requesting Services: City of Pecan Hill

Description of Project to be undertaken:
REPAIR POT HOLES

Location of Project to be undertaken: 119 Carol Lane, High Meadows and
200 Rockett Lane.

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

Department: Road and Bridge Pct. 1

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

On the _____ day of _____.

County Judge
Ellis County, Texas

ACCEPTED AND AGREED TO this _____ day of _____ 2017

Signature: Shelley Martinez

Title: City Secretary

On Behalf of: City of Pecan Hill TX.

Shelley Martinez

11/30/17



ROAD & BRIDGE PRECINCT 1

Quote

Date: 1-30-2017

Invoice #

To: City of Pecan Hill
1094 S. Inwance
Red Oak, Texas 75154

Item	Quantity	Unit	Price	Total
------	----------	------	-------	-------

CITY OF PECAN HILL Prices based on fiscal year 2016-2017 for Chip and Seal repair

Hourly work wage

Requires 2 men
at \$25.00
per man.

Asphalt

\$1.75
per gal.

Gravel

\$50.00 yd.

Equipment

\$48.00
per hour.

Subtotal

Total

Quotation prepared by: Randy Stinson, Ellis County Commissioner, Precinct 1

Randy Stinson

To accept this quotation, sign here and return.

Shelley Houston

Ellis County Precinct 1 - P.O. Box 536 Palmer Texas 75152 - carol.haden@co.ellis.tx.us

1/30/17

3.8

LOCAL OPTION ELECTION TO LEGALIZE
IN JUSTICE OF THE PEACE
PRECINCT NO. 4

REGARDING

"THE LEGAL SALE OF BEER AND WINE"
(PROPOSITION 1)

AND

"THE LEGAL SALE OF MIXED BEVERAGES IN RESTAURANTS BY
FOOD AND BEVERAGE CERTIFICATE HOLDERS ONLY"
(PROPOSITION 2)

Re: Article XVI, Section 20 of the Texas Constitution,
Chapter 501, Texas Election Code and,
Chapter 251, Texas Alcoholic Beverage Code

Two (2) APPLICATIONS FOR TWO LOCAL OPTION PETITIONS TO LEGALIZE within Ellis County Justice of the Peace Precinct No. 4 was filed on November 18, 2016 in the Elections Administration Office, 204 E Jefferson Street, Waxahachie, Texas. Each of the applications contained ten (10) valid voter's signatures and included proof of publication in a newspaper of general circulation in the political subdivision in which the petition was circulated (Secs. 501.023, 501.24, 501.025, Texas Election Code).

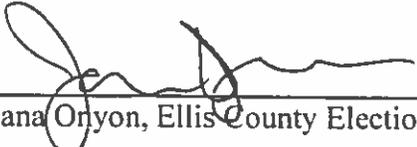
The minimum number of signatures to qualify each of the petitions was calculated using the number of voters that voted in Ellis County Justice of the Peace Precinct Number 4 in the last gubernatorial election multiplied by 35 percent. The minimum number of qualifying signatures needed for each petition to call an election in Ellis County Justice of the Peace Precinct Number 4 is 5,062.

Both petitions were filed on January 11, 2017 and 5,062 signatures for each petition has been verified.

~ CERTIFICATION OF PETITION ~

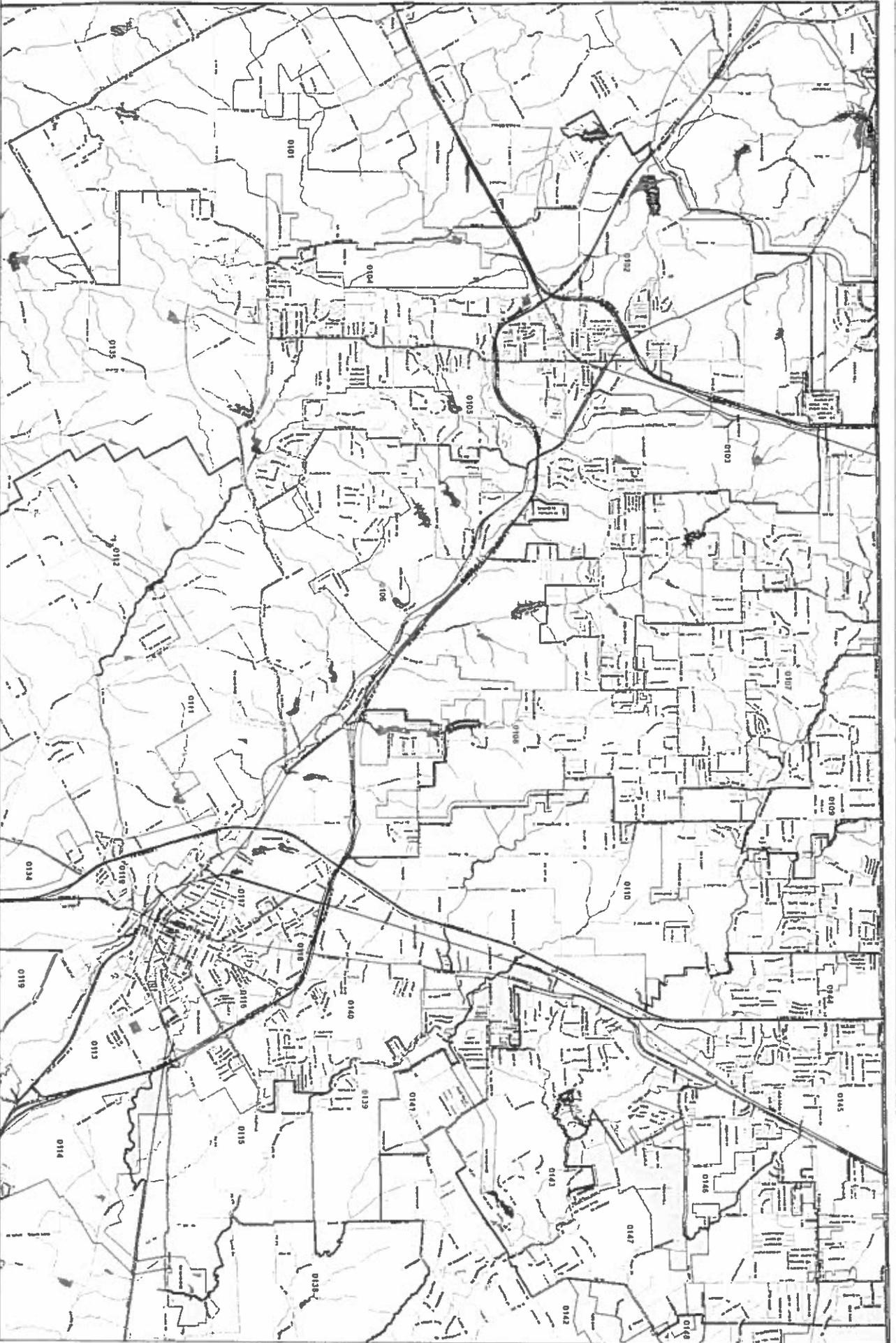
I, Jana Onyon, Ellis County Elections Administrator, do hereby certify 5,062 qualified voter's signatures on the petition to legalize "THE LEGAL SALE OF BEER AND WINE" and "THE LEGAL SALE OF MIXED BEVERAGES IN RESTAURANTS BY FOOD AND BEVERAGE CERTIFICATE HOLDERS ONLY" in Ellis County Justice of the Peace Precinct Number 4.

Witness my hand and seal on this 2nd day of February, 2017.



Jana Onyon, Ellis County Elections Administrator

seal



Constable
is

JP 3
Voting Precincts

JP 1
City Limits

JP 2
County Boundary



Ellis County Engineering Dept (eds)
1075 S. Johnson St. Suite 114
Newspaper 1171 11715

Map Date: 05/20/04
Scale: 1:10,000

DISCLAIMER: This information is intended for reference purposes only. The reader should verify any geographic data or specific address may be required to obtain accurate information. Every effort is made to ensure the information displayed here is accurate. However, Ellis County makes no claim to an absolute of completeness.

JP 4 with
Voting Precincts
Ellis County
Texas



COURT ORDER

ORDER NO. _____

DATE: _____

STATE OF TEXAS §

COUNTY OF ELLIS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Ellis County, Texas, held on the 14 day of February 2017, on motion made by _____, and seconded by _____, the following Order was adopted:

WHEREAS, on February 14, 2017, the Ellis County Commissioners Court was briefed on the recommendation to order a "Special Local Option Election to Legalize" to be held for the purpose of voting on "The legal sale of beer and wine" (Proposition 1) and "The legal sale of mixed beverages in restaurants by food and beverage certificate holders only" (Proposition 2) in Ellis County Justice of the Peace Precinct No. 4;

WHEREAS, this election will be held on the next uniform election date that it may be called, which is May 6, 2017, in Justice of the Peace Precinct No. 4 territory and Ellis County will be responsible for the election cost;

WHEREAS, appointment of Election Judges and Alternates will be in accordance with Section 501.101 of the Texas Election Code;

WHEREAS, the voting locations shall be the regular county election precincts in the Justice of the Peace Precinct No. 4 as established by Commissioners Court; and shall be open on election day from 7:00 am to 7:00 pm; these election voting precincts are:

- 101 - MIDLOTHIAN CHURCH OF CHRIST 1627 N HWY 67, MIDLOTHIAN, TX 76065
- 102 - MIDLOTHIAN CHURCH OF CHRIST 1627 N HWY 67, MIDLOTHIAN, TX 76065
- 103 - MIDLOTHIAN CONFERENCE CENTER 1 COMMUNITY CIRCLE DR, MIDLOTHIAN, TX 76065
- 104 - MOUNTAIN PEAK COMMUNITY CHURCH 751 W FM 875, MIDLOTHIAN, TX 76065
- 105 - MIDLOTHIAN CONFERENCE CENTER 1 COMMUNITY CIRCLE DR, MIDLOTHIAN, TX 76065
- 106 - SARDIS UNITED METHODIST CHURCH 640 SARDIS RD, MIDLOTHIAN, TX 76065
- 107 - VERTICAL CHURCH-OVILLA 803 E MAIN STREET, OVILLA, TX 75154
- 108 - LONGBRANCH COMMUNITY CHURCH 200 LONGBRANCH RD, MIDLOTHIAN, TX 76065
- 109 - GRACE CHURCH OF OVILLA 519 WESTMORELAND RD, OVILLA, TX 75154
- 110 - THE HEIGHTS BAPTIST CHURCH 501 EAST OVILLA RD, GLENN HEIGHTS, TX 75154
- 143 - LIFEPOINT COMMUNITY CHURCH 201 LOUISE RITTER RD, RED OAK, TX 75154
- 144 - RED OAK MUNICIPAL CENTER 200 LAKEVIEW PKWY, RED OAK, TX 75154
- 145 - OLD RED OAK JR HIGH SCHOOL 200 LIVE OAK STREET, RED OAK, TX 75154
- 146 - LIFEPOINT COMMUNITY CHURCH 201 LOUISE RITTER RD, RED OAK, TX 75154

WHEREAS, Jana Onyon, Election Administrator is hereby appointed clerk for Early Voting. to be conducted at the below locations dates and times.

MIDLOTHIAN CONFERENCE CENTER 1 COMMUNITY CIRCLE DR., MIDLOTHIAN, TX 76065
RED OAK MUNICIPAL CENTER 200 LAKEVIEW PKWY, RED OAK, TX 75154

Monday, April 24, 2017	8:00am-5:00pm
Tuesday, April 25, 2017	8:00am-5:00pm
Wednesday, April 26, 2017	8:00am-5:00pm
Thursday, April 27, 2017	8:00am-5:00pm
Friday, April 28, 2017	8:00am-5:00pm
Monday, May 1, 2017	7:00am-7:00pm
Tuesday, May 2, 2017	7:00am-7:00pm

Applications for a ballot by mail shall be sent to:
Jana Onyon, Early Voting Clerk, 204 E Jefferson Street, Waxahachie, Texas 75165
Or faxed to 972-923-5194 (faxed and then mailed within 4 days)
Or email a scanned copy of signed application to elections@co.ellis.tx.us

Application for ballot by mail must be received no later than close of business on
Tuesday, April 25, 2017.

WHEREAS, that Commissioners Court shall canvass the returns and make an order on declaring the election results.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Ellis County Commissioners Court hereby approves the Ellis County Elections Department's request to order a "Special Local Option Election to Legalize" to be held on May 6, 2017 for the purpose of voting on "The legal sale of beer and wine" and "The legal sale of mixed beverages in restaurants by food and beverage certificate holders only" in Ellis County Justice of the Peace Precinct No. 4

DONE IN OPEN COURT and APPROVED this the 14th day of February, 2017.

Carol Bush
County Judge

Randy Stinson
Commissioner Precinct #1

Lane Grayson
Commissioner Precinct #2

Paul Perry
Commissioner Precinct #3

Kyle Butler
Commissioner Precinct #4

Recommended by: _____

Jana Onyon
Election Administrator

Attest: _____

Cindy Polley
County Clerk

Seal



ORDER OF SPECIAL LOCAL OPTION ELECTION
ORDEN DE ELECCIÓN DE OPCIÓN LOCAL ESPECIAL

An election is hereby ordered to be held on May 6, 2017, in Justice of the Peace Precinct No. 4 within Ellis County, Texas for the purpose of voting on (Proposition 1) "The legal sale of beer and wine" and (Proposition 2) "The legal sale of mixed beverages in restaurants by food and beverage certificate holders only".

Por la presente se ordena que se lleve a cabo una elección el día 6 Mayo de 2017, en la Justicia de la Paz Distrito No. 4 dentro del condado de Ellis, Texas, con el propósito de votar en (Proposición 1) "La venta legal de cerveza y vino" y (Proposición 2) " La venta legal de bebidas alcohólicas mezcladas (cocteles) en restaurantes sólo por los poseedores de un certificado de comidas y bebidas".

Early voting by personal appearance will be conducted at:

La votación anticipada en persona tendrá lugar en:

Midlothian Conference Center 1 Community Circle Dr., Midlothian, Tx 76065
Red Oak Municipal Center 200 Lakeview Pkwy, Red Oak, Tx 75154

April 24, 2017 (Monday through Friday)	April 28, 2017	8:00 A.M. - 5:00 P.M.
May 1, 2017 (Monday and Tuesday)	May 2, 2017	7:00 A.M. - 7:00 P.M.
<i>24 de Abril, 2017 (Lunes hasta Viernes) al 28 de Abril, 2017</i>		<i>8:00 A.M. - 6:00 P.M.</i>
<i>1 de Mayo, 2017 (Lunes y Martes) al 2 de Mayo, 2017</i>		<i>7:00 A.M. - 7:00 P.M.</i>

All eligible registered voters in Justice of the Peace Precinct No. 4 within Ellis County, Texas, may vote at any of the listed Early Voting Locations for the May 6, 2017 Special Election.

Todos los votantes elegibles registrados en al Justicia de la Paz Distrito No. 4 dentro del condado de Ellis, Texas, pueden votar en cualquiera de los locales de votación anticipada, como se indica, para la Elección Especial del 6 de Mayo de 2017.

Applications (Regular or Federal Postcard) for ballot by mail shall be mailed to:

Jana Onyon, Early Voting Clerk

204 E. Jefferson Street Waxahachie, Texas 75165

or faxed to 972-923-5194 (faxed and then mailed within 4 days)

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

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 25, 2017.

Las solicitudes (Regular o FPCA) de boletas electorales por correo deben enviarse

por correo a: Jana Onyon, Secretaria de la Votación Adelantada

204 E. Jefferson Street Waxahachie, Texas 75165

O por fax al 972-923-5194 (después mandar por correo entre 4 días)

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

Las solicitudes para boletas de votar adelantado por correo deberán recibirse no más tardar de las horas de negocio el Vartes 25 de Abril de 2017.

Issued this the 14 day of February, 2017. Emitada este día 14 de Febrero, 2017.

Signature of County Judge Firma del Juez del Condado

3.9

**ELLIS COUNTY BUDGET
2016/2017 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
001-0140-50560-00000-000	Compensatory/Fringe Liability	\$27,500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50942-00000-000	Election Expenses	\$14,000.00
001-0210-50848-00000-000	Holding Salary	\$12,000.00
001-0210-50823-00000-000	Legal Notices	\$1,500.00

 _____ Signature of Department Head	1-30-17 _____ Date Signed	Elections _____ Department
--	---------------------------------	----------------------------------

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

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

Needs Court approval

Approved by County Auditor's Office: _____



JP4 Local Option Election with Ellis County Elections

Item	Estimated County Cost for Local Option Election in JP4 District
Election Day Locations	14
Early voting Locations	2
# of Ballots Ordered (Estimated)	30000
Election Systems & Software (ES&S) Ballots Cost (.30 each)	\$9,000.00
Election Systems & Software (ES&S) Ballot Layout Charges	\$38.33
Election Systems & Software (ES&S) Electronic Voting system programing	\$750.00
Waxahachie Newspaper Public Notice of Testing of Electronic voting System	\$35.00
Waxahachie Newspaper Public Notice of Election for LOE	\$1,500.00
Election Systems & Software (ES&S) Precinct Kits: Early Voting and Election Day	\$96.97
Labels, paper, envelopes, supplies, pens, tape, copies for precinct packets and training packets, signs for posting of state required information at polling place	\$484.85
Rental of County owned voting equipment M100 Machines at \$190.00 each (Election Day)	
Rental of County owned voting equipment Automarks at \$324.17 each (Early Voting and Election Day)	
Movers Transportation of Voting Equipment for Election Day locations Dropped off and picked up after election at est. \$160 x 24 = est \$3840.00	\$2,240.00
Voting Places Rental Charges locations	\$1,200.00
Election Day # of Judges workers	14
Election Day: Number of Judges at Polling Location on Election day Each worker x \$10.00 x 14#of hours = est \$140.00 (14 hours on ED)	\$1,960.00
Election Day: Judge Fee for pickup and delivery of election day supplies 1 judge x \$25.00 = \$25	\$350.00
Election Day # of Alternate/Clerk workers	42
Election Day: Number of Alternate/clerks at Polling Location on Election day Each worker x \$8.50 x 14#of hours = est \$119.00 (14 hours on ED)	\$4,998.00

JP4 Local Option Election with Ellis County Elections

Item	Estimated County Cost for Local Option Election in JP4 District
Early Voting site # of Poll workers	4
EV site: Number of Poll Workers at Polling Location During Early Voting Each worker x \$8.50 x76 hours = est. 646.00 (5 days of 10 hours, 2 days of 13 hours = estimated 76 hours)	\$3,092.00
Main EV site: EV Poll Worker Fee for pickup and delivery of early voting supplies 1 judge x \$25.00 = \$25	\$50.00
Early Voting Mail Ballots Request (Estimated)	100
Cost for Early Voting mail Ballots for postage and materials \$2.50 each	\$250.00
WiFi for Early voting Laptops	\$50.00
Early Voting Ballot Board - 4 workers at \$8.50hr = est \$200	\$20.00
Central Counting station - 2 workers at \$10hr = est \$100	\$20.00
Office Help during the Election, Technicians for Early Voting and Election Day	\$560.00
Overtime expenses for county employees estimated 150 hours for 3 employees	\$1,000.00
Technicians Mileage for Early Voting and Election Day Support at polling sites	\$40.00
Estimated Total cost of Election Services	\$27,735.15

3.10

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

THIS AGREEMENT is entered into on this _____ day of _____ 2017, 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 Garrett, 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 20, 2017 through May 8, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. 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

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

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

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

County of Ellis, State of Texas:

Lessee:

Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

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

Cindy Polley
Ellis County Clerk

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



Jana Onyon
Ellis County Elections Administrator

Telephone: _____

E-Mail: _____

**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 _____ 2017, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Mansfield, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

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

AGREEMENT:

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

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 20, 2017 through May 8, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. 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

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

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

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

County of Ellis, State of Texas:

Lessee:

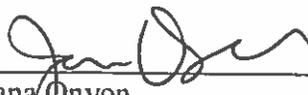
Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

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

Cindy Polley
Ellis County Clerk



Jana Onyon
Ellis County Elections Administrator

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

Telephone: _____

E-Mail: _____

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

THIS AGREEMENT is entered into on this _____ day of _____ 2017, 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 20, 2017 through May 8, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. 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

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

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

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

County of Ellis, State of Texas:

Lessee:

Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

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

Cindy Polley
Ellis County Clerk



Jana Onyon
Ellis County Elections Administrator

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

Telephone: _____

E-Mail: _____

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

THIS AGREEMENT is entered into on this _____ day of _____ 2017, 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 20, 2017 through May 8, 2016 and is due by 2:00 p.m. the tenth day before the lease period begins. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with ONE (1) AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. 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

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

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

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

County of Ellis, State of Texas:

Lessee:

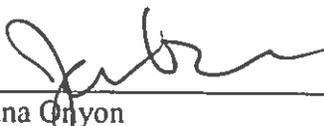
Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

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

Cindy Polley
Ellis County Clerk



Jana Orlyon
Ellis County Elections Administrator

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

Telephone: _____

E-Mail: _____

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

THIS AGREEMENT is entered into on this _____ day of _____ 2017, 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 20, 2017 through May 8, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. 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

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

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

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

County of Ellis, State of Texas:

Lessee:

Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

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

Cindy Polley
Ellis County Clerk



Jana Canyon
Ellis County Elections Administrator

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

Telephone: _____

E-Mail: _____

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

THIS AGREEMENT is entered into on this _____ day of _____ 2017, 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 20, 2017 through May 8, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. 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

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

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

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

County of Ellis, State of Texas:

Lessee:

Carol Bush
Ellis County Judge

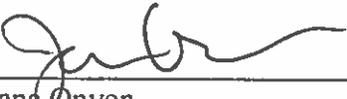
By: _____
Signature of Authorized Representative

Attest:

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

Cindy Polley
Ellis County Clerk

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



Jana Onyon
Ellis County Elections Administrator

Telephone: _____

E-Mail: _____

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

THIS AGREEMENT is entered into on this _____ day of _____ 2017, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Palmer, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

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

AGREEMENT:

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

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 20, 2017 through May 8, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. 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

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

LESSEE: Name of Entity CITY OF PALMER
 Name of Contact ALICIA BARAN
 Address for Notice 113 W. JEFFERSON
 PALMER, TEXAS 75152

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

14. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.
15. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Ellis County, Texas.
16. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
17. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, agency, or any other similar relationship between the parties. The Lessee acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.
18. Ellis County is not obligated nor is it expected to file, defend the filing of, intervene into, or otherwise join or participate in any way in any litigation that may be filed by or against Lessee relating in any way either directly or indirectly to the use of the leased equipment or any training relating thereto. Should litigation be instituted by any other person or entity, Lessee shall, to the extent permitted by law, hold harmless and indemnify Ellis County against all claims, costs and expenses, including attorney's fees, arising from the use of the leased equipment and/or any training relating thereto, as well as any other action filed against Lessee or Ellis County or the Ellis County Elections Office's actions associated with this agreement.
19. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.
20. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Lessee, County, and the County Elections Office.
21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

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

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

County of Ellis, State of Texas:

Lessee:

Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

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

Cindy Polley
Ellis County Clerk

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



Jana Ornyon
Ellis County Elections Administrator

Telephone: _____

E-Mail: _____

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

THIS AGREEMENT is entered into on this _____ day of _____ 2017, 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 Pecan Hill, 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 20, 2017 through May 8, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. 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

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

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

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

County of Ellis, State of Texas:

Lessee:

Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

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

Cindy Polley
Ellis County Clerk



Jana Onyon
Ellis County Elections Administrator

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

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
MAYPEARL I.S.D.**

THIS AGREEMENT is entered into on this _____ day of _____ 2017, 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 I.S.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 20, 2017 through May 8, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. 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

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

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

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

County of Ellis, State of Texas:

Lessee:

Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

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

Cindy Polley
Ellis County Clerk

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



Jana Onyon
Ellis County Elections Administrator

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
PALMER I.S.D.**

THIS AGREEMENT is entered into on this _____ day of _____ 2017, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and Palmer I.S.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 20, 2017 through May 8, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. 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

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

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

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

County of Ellis, State of Texas:

Lessee:

Carol Bush
Ellis County Judge

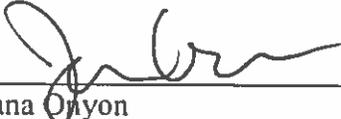
By: _____
Signature of Authorized Representative

Attest:

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

Cindy Polley
Ellis County Clerk

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



Jana Onyon
Ellis County Elections Administrator

Telephone: _____

E-Mail: _____

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
RED OAK I.S.D.**

THIS AGREEMENT is entered into on this _____ day of _____ 2017, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and Red Oak I.S.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 20, 2017 through May 8, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **THREE (3)** 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

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

LESSEE: Name of Entity RED OAK I.S.D.
 Name of Contact BRENDA NICHOLSON
 Address for Notice 109 W. RED OAK ROAD
 RED OAK, TEXAS 75154
 P.O. BOX 9000
 RED OAK, TEXAS 75154

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

14. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.
15. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Ellis County, Texas.
16. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
17. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, agency, or any other similar relationship between the parties. The Lessee acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.
18. Ellis County is not obligated nor is it expected to file, defend the filing of, intervene into, or otherwise join or participate in any way in any litigation that may be filed by or against Lessee relating in any way either directly or indirectly to the use of the leased equipment or any training relating thereto. Should litigation be instituted by any other person or entity, Lessee shall, to the extent permitted by law, hold harmless and indemnify Ellis County against all claims, costs and expenses, including attorney's fees, arising from the use of the leased equipment and/or any training relating thereto, as well as any other action filed against Lessee or Ellis County or the Ellis County Elections Office's actions associated with this agreement.
19. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.
20. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Lessee, County, and the County Elections Office.
21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

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

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

County of Ellis, State of Texas:

Lessee:

Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

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

Cindy Polley
Ellis County Clerk

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

Jana Onyon
Ellis County Elections Administrator

Telephone: _____

E-Mail: _____

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

THIS AGREEMENT is entered into on this ____ day of _____ 2017, 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 Rockett Special Utility 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 20, 2017 through May 8, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1) AutoMark Model A-100-00** machines.
4. Lessee is responsible for the following actions or functions:
 - A. 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

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

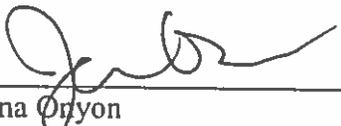
By: _____
Signature of Authorized Representative

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 Ornyon
Ellis County Elections Administrator

Telephone: _____

E-Mail: _____

3.12

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

Opposition to Senate Bill 2 and Revenue Caps

WHEREAS, the Texas Legislature has previously considered and rejected proposals for additional revenue caps on counties; and

WHEREAS, 60 percent of the average taxpayer’s property tax burden is due to school taxes while only 14 percent is due to county taxes; and

WHEREAS, revenue caps would diminish local control and tie the hands of county officials and limit their ability to provide essential services to address the needs and emergencies of their citizens; and

WHEREAS, county government is already struggling to meet the demands of under-funded and unfunded state mandates such as indigent health care and indigent defense and federal mandates such as the Help America Vote Act and the Clean Air Act; and

WHEREAS, the demands on county budgets continue to increase including health care, motor fuel, road materials, and all other products and services purchased by counties; and

WHEREAS, artificial revenue caps will result in a shift of taxes from fluctuating properties, such as oil and gas, to those remaining relatively stable in value, such as residential properties; and

WHEREAS, revenue caps will not necessarily result in a reduction of property taxes but will result in a severe impact on county services; and

WHEREAS, Senate Bill 2 also contains many provisions that will undermine a property tax system based upon fair market value and will result in a distorted, inequitable appraisal scheme under which higher value properties will avoid their fair share of the tax burden; and

WHEREAS, it would be inequitable for the Texas Legislature to impose additional revenue caps on local governments without funding, repealing and prohibiting state unfunded mandates;

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Ellis County, Texas does hereby express its opposition to Senate Bill 2 and its efforts to limit local control and does hereby oppose any attempts to impose additional revenue caps upon Texas counties, and the Commissioners Court of Ellis County, Texas expresses its deep appreciation to all legislators who oppose this unsound measure.

In witness thereof, signed the 14th day of February, 2017.

Carol Bush, County Judge

Randy Stinson, Commissioner Precinct 1

Paul Perry, Commissioner Precinct 3

Lane Grayson, Commissioner Precinct 2

Kyle Butler, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

Opposition to Unfunded Mandates

WHEREAS, Texas counties are responsible for the operation and management of many and various governmental programs as required or authorized by state law; and

WHEREAS, some county government programs are fully or partially supported with funds disbursed by the State of Texas pursuant to the state appropriations process; and

WHEREAS, the State of Texas, acting through the Texas Legislature or through a state agency or executive order, may enact laws or promulgate rules that have the effect of imposing mandatory financial obligations upon Texas counties; and

WHEREAS, the State of Texas, acting through the Texas Legislature or through a state agency or executive order, mandates that counties implement certain governmental programs or perform certain duties and obligations including financial commitments by a county to expend county funds in connection therewith; and

WHEREAS, during each regular session of the Texas Legislature, all state funds that support county programs are reviewed through the state appropriation process and by other budgetary review systems; and

WHEREAS, the aforementioned review process may result in a reduction, or cessation, of state financial support of county government programs causing an unforeseeable disruption and reduction of the county budget and operations; and

WHEREAS, Texas counties cannot achieve reliable financial planning and the necessary bond ratings sufficient to support county-related obligations when the state mandates a new program that is not fully funded or under conditions where the state reduces or fully withdraws prior funding and disbursement for county government programs;

NOW THEREFORE, the Commissioners Court of Ellis County, Texas does hereby resolve that for the foregoing reasons, it is in the best interests of Texas counties and their taxpayers to support and favor the passage of legislation in the form of an amendment to the Constitution of the State of Texas that would expressly prohibit the imposition of a mandatory governmental program on Texas counties, whether by an act of the Texas Legislature or a state agency or by executive order, unless the State of Texas has fully funded and disbursed all necessary funds to enable Texas counties to operate said governmental program.

In witness thereof, signed the 14th day of February, 2017.

Carol Bush, County Judge

Randy Stinson, Commissioner Precinct 1

Paul Perry, Commissioner Precinct 3

Lane Grayson, Commissioner Precinct 2

Kyle Butler, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk

3.14

State Funds for Indigent Criminal Defense

WHEREAS, the right to assistance by legal counsel is guaranteed by the U.S. Constitution; and

WHEREAS, the State of Texas is required to implement this right and provide legal counsel to indigent criminal defendants; and

WHEREAS, the Texas Fair Defense Act, adopted by the Texas Legislature in 2001, implements this right and requires certain procedures and attorney appointments; and

WHEREAS, the Texas Legislature has failed to provide sufficient funding to offset the costs of the Fair Defense Act and has shifted this cost to county taxpayers; and

WHEREAS, county expenditures for indigent criminal defense have increased over 100 percent since the adoption of the Fair Defense Act; and

WHEREAS, the state funding is totally inadequate, providing approximately 12 percent of the indigent defense costs; and

WHEREAS, indigent criminal defense is a state responsibility that should be adequately funded on a statewide basis, not a burden overwhelmingly borne by local property taxpayers;

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Ellis County, Texas does hereby request that the Texas Legislature fully fund the costs of indigent criminal defense.

In witness thereof, signed the 14th day of February, 2017.

Carol Bush, County Judge

Randy Stinson, Commissioner Precinct 1

Paul Perry, Commissioner Precinct 3

Lane Grayson, Commissioner Precinct 2

Kyle Butler, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk