



Emmett & Miriam  
**McCoy**  
College of Business Administration

TEXAS ASSOCIATION OF COUNTIES

2018 Certificate of Membership  
County Investment Academy

**Hon. Paul Perry**

Successfully completed investment education that satisfies Section 2256.008 of  
the Texas Public Funds Investment Act. This ongoing commitment to  
continuing education provides maximum benefit to

**Ellis County**

Issued by the Texas Association of Counties the thirty-first day of December, 2018

*Larry Gallardo*

Hon. Larry Gallardo, President

*Susan M Redford*

Ms. Susan Redford, Executive Director



**AGENDA ITEM NO. CA-2**  
Ellis County Commissioners' Court  
April 9, 2019



**SHORT TITLE:**

Contract approval for Thoroughfare Plan update with Freese & Nichols, Inc.

**LEGAL CAPTION:**

**Request pre-approval for expenditures for the last meeting of the Thoroughfare Plan Technical Advisory Committee in an amount not to exceed \$300.** Expenditures for this request will come from the Permanent Improvement Account Line Item No. 018-0908-507130 (Thoroughfare Plan).



**PURPOSE:**

The Department of Development staff would like to provide a light meal for the final review meeting for the first draft of the 2019 Ellis County Master Thoroughfare Plan update by the Technical Advisory Committee and as a thank you for their input. The kick-off meeting occurred on Thursday, October 4, 2018, and the second meeting occurred on Thursday, December 6, 2018. This last meeting is scheduled for Wednesday, April 24, 2019.



The proposed amount will cover food, drinks, plates, and utensils for ten (10) committee members, consultants, and staff. If approved, staff will look for local establishments to provide the best meal at the best price.

**OTHER RELEVANT INFORMATION**

Once completed, a draft will be prepared for review and consideration by the general public through three (3) public informational meetings. These meetings are tentatively scheduled for the week of May 6 and May 13 in the cities of Midlothian, Waxahachie, and Ennis. As of the writing of this report, staff is still working on securing facilities and finalizing dates based on the availability of facilities. Staff will advertise these public informational meetings through social media, email addresses obtained during the informational meetings in December, and through an article in the local newspapers.

Once the committee and the general public have vetted the draft, staff will recommend a workshop dedicated solely for the Thoroughfare Plan with the consultants, Freese & Nichols to make a presentation and answer any questions the Commissioners' Court may have. Staff expects this to occur in the summer and maybe in conjunction with one of the two (2) scheduled public hearings for this update. To date, the August/September completion and adoption timeframe is still on schedule.



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

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



**ANALYSIS**

Combining the initial contract amount (\$97,675) and the requested amount for the optional and additional services (\$16,309) approved in December 2018, brings the overall total to \$113,984. Line Item 018-0908-507130 has \$120,000 appropriated under the approved FY 2018-19 budget. To date, the consultants have submitted invoices totaling \$79,183.77 for services rendered through December 31, 2018. With the project coming in under the budgeted total, there should be minimal issues with this request.



**PREPARED, SUBMITTED, AND PRESENTED BY:**

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



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



JOHN BRIDGES, RTA, CTA, CSTA

RECEIVED

MAR 29 2019

ELLIS COUNTY  
AUDITOR

P.O. Drawer 188  
Waxahachie, TX 75168-0188  
(972) 825-5150

Fax (972) 825-5151  
E-Mail: john.bridges@co.ellis.tx.us  
Website: www.elliscountytax.com

March 29<sup>th</sup>, 2019

Request for Approval of April 09, 2019  
Commissioner's Court

RECEIVED

APR - 3 2019

COUNTY JUDGE

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Wells Fargo Home ✓	182186	✓\$2,609.87
Corelogic ✓	229038	✓\$3,435.73
JHH Century LLC ✓	216999	✓\$3,565.63
JHH Century LLC ✓	216997	✓\$3,422.00
National Wholesale Supply ✓	179109	✓\$3,375.34
Carrington Mtg. Services ✓	229868	✓\$6,208.97
Corelogic ✓	229782	✓\$5,002.59
Cross Fence Development ✓	188040	\$13,597.96
Cenlar ✓	182799	\$4,727.47

Total Refunds: \$45,945.56 ✓

Rachel Conte Chief Deputy  
Tax Office

SF  
3/29/19



**ELLIS COUNTY BUDGET  
2019/2020 LINE ITEM ADJUSTMENT**

**RECEIVED**

APR 02 2019

ELLIS COUNTY  
AUDITOR

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

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-508070	FM1- Gen Misc.	\$2,500.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509060	FM1- Culverts	\$2,500.00

*Carly Stinson*  
Signature of Department Head

4/2/19  
Date Signed

Road & Bridge Pct.1  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019/2020

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECEIVED**

APR - 3 2019

**COUNTY JUDGE**

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

Approved by County Auditor's Office:

*DeVonde Spauldine* 4/2/19

**ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

**TRANSFER FROM:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
FM2 BRIDGE REPAIRS	010-0653-509120-00000-000	\$33,000.00



**TRANSFER TO:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
FM2 CONTRACT LABOR	010-0653-508680-00000-000	\$33,000.00



*[Handwritten Signature]*  
Signature of Department Head

3.29.19  
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 \_\_\_\_\_, 2018/2019



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Approved by County Auditor's Office:

*DeVonde Spurlink 4/1/19*

**ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT**

**RECEIVED**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

**TRANSFER FROM:**

APR 03 2019  
**ELLIS COUNTY  
AUDITOR**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50807-00000-000	General Misc	\$ 481.69

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50803-00000-000	Furniture-Fixtures	\$ 481.69

  
Signature of Department Head

March 28, 2019  
Date Signed

015 / Jail  
Department

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

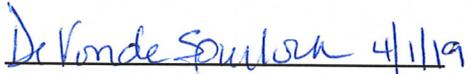
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECEIVED**  
APR - 3 2019  
**COUNTY JUDGE**

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

Approved by County Auditor's Office:

  
DeVonde Spulson 4/1/19

**ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-303020	Fund Balance	5,087.95

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-508020	Equipment	5,087.95

	March 27, 2019	010 / SO
<i>Signature of Department Head</i>	<i>Date Signed</i>	<i>Department</i>

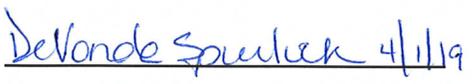
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018/2019

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Approved by County Auditor's Office:



**RECEIVED**  
MAR 29 2019  
ELLIS COUNTY  
AUDITOR

**RECEIVED**  
APR - 3 2019  
COUNTY JUDGE

**ELLIS COUNTY BUDGET  
2018-2019 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

**TRANSFER FROM:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0430-50808-00000-000	GAS	\$200.00

**TRANSFER TO:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0430-50801-00000-000	SUPPLIES	\$200.00

  
**Samantha Pickett**  
*Signature of Department Head*

**04.03.2019**  
*Date Signed*

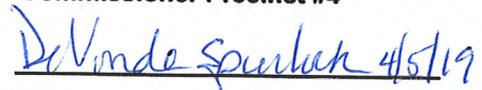
**EMERGENCY MANAGEMENT**  
*Department*

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

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

Approved by County Auditor's Office:

 4/5/19

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

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

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-505580	Contingencies Reserve	(\$35,250.00)

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-509420	Election Expenses	\$14,000.00
001-0210-508480	Holding Salary	\$20,000.00
001-0210-508230	Legal Notices	\$1,250.00

  
Signature of Department Head

2-28-19  
Date Signed

Elections /  
Department

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECEIVED**  
APR - 5 2019  
**COUNTY JUDGE**

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

Approved by County Auditor's Office: 



**CONSENT AGENDA ITEM SP-1**  
Ellis County Commissioners' Court  
April 9, 2019



**SHORT TITLE:**

Simplified Plat – Martinez Estates  
Parcel ID – 273958

**LEGAL CAPTION:**

**Consider & act upon a simplified plat of Martinez Estates, Lots 1-3.** The property contains ± 15.046 acres of land in the J. Barker Survey, Abstract No. 35 located on the north side of Wester Road ± 4,350 feet east of Palmyra Road, Ferris, Road & Bridge Precinct No. 1.



**APPLICANT:**

Gorge Martinez



**PURPOSE:**

The applicant is requesting to subdivide this property into three (3) lots for proposed residential use.



**HISTORY:**

No subdivision history exists for this site.



**OTHER RELEVANT INFORMATION:**

Thoroughfare Plan: N/A

Water Provider: Rockett SUD

There is currently a 12-inch line along Wester Road that can support the creation of these lots.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)

: 972-825-5200

: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)

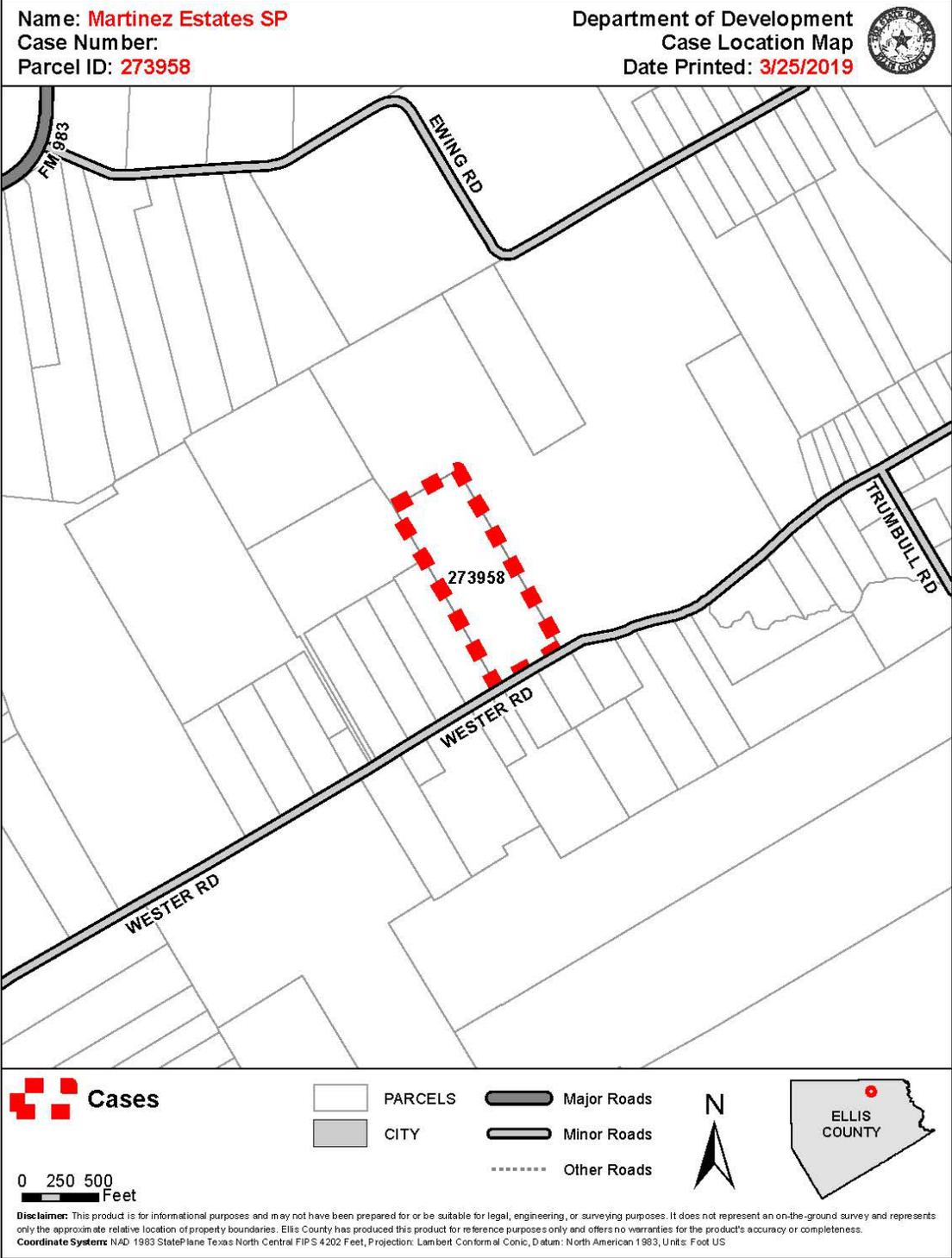


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – LOCATION MAP**







**AGENDA ITEM NO. CA-2**  
Ellis County Commissioners' Court  
April 9, 2019



**SHORT TITLE:**

Contract approval for Thoroughfare Plan update with Freese & Nichols, Inc.

**LEGAL CAPTION:**

**Request pre-approval for expenditures for the last meeting of the Thoroughfare Plan Technical Advisory Committee in an amount not to exceed \$300.** Expenditures for this request will come from the Permanent Improvement Account Line Item No. 018-0908-507130 (Thoroughfare Plan).



**PURPOSE:**

The Department of Development staff would like to provide a light meal for the final review meeting for the first draft of the 2019 Ellis County Master Thoroughfare Plan update by the Technical Advisory Committee and as a thank you for their input. The kick-off meeting occurred on Thursday, October 4, 2018, and the second meeting occurred on Thursday, December 6, 2018. This last meeting is scheduled for Wednesday, April 24, 2019.



The proposed amount will cover food, drinks, plates, and utensils for ten (10) committee members, consultants, and staff. If approved, staff will look for local establishments to provide the best meal at the best price.

**OTHER RELEVANT INFORMATION**

Once completed, a draft will be prepared for review and consideration by the general public through three (3) public informational meetings. These meetings are tentatively scheduled for the week of May 6 and May 13 in the cities of Midlothian, Waxahachie, and Ennis. As of the writing of this report, staff is still working on securing facilities and finalizing dates based on the availability of facilities. Staff will advertise these public informational meetings through social media, email addresses obtained during the informational meetings in December, and through an article in the local newspapers.

Once the committee and the general public have vetted the draft, staff will recommend a workshop dedicated solely for the Thoroughfare Plan with the consultants, Freese & Nichols to make a presentation and answer any questions the Commissioners' Court may have. Staff expects this to occur in the summer and maybe in conjunction with one of the two (2) scheduled public hearings for this update. To date, the August/September completion and adoption timeframe is still on schedule.



**AGENDA ITEM NO. 1.1**

Ellis County Commissioners' Court  
April 9, 2019



**SHORT TITLE:**

Ratify Variance – Peaceful Prairie Estates, Lots 1 & 2  
Parcel ID – 256277 & 252892.

**LEGAL CAPTION:**

**Consider & act upon a request to grant a one-time variance for Peaceful Prairie Estates, Lots 1 & 2 from Section IV (B)(5) (Lot Width and Depth) of the Subdivision Development Standards.** The properties contain ± 6.038 acres of land in the J. Barker Survey, Abstract No. 40 located on the east side of Lone Elm Road ± 800 feet south of East FM 875, in the ETJ of the City of Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT:**

Michael James



**PURPOSE:**

Staff inadvertently forgot to place a variance request with the simplified plat item on the last Court agenda. The department staff discovered this oversight shortly after the Commissioners' Court hearing and worked quickly to correct it. This "minor" variance request rectifies that oversight to legitimize the plat approval.

While each lot exceeds the minimum 1-acre requirement and meets the minimum road frontage requirement, Lots 1 & 2 do not meet the 150-foot by 150-foot "box" requirement due to an existing residential structure. There is a 5-foot offset that occurs 100 feet into the depth of each lot for about 75 feet to reflect the offset. Overall, this does not affect the overall layout of the approved plat. (see Draft Order, Exhibit B).

The 150'x150' requirement was established many years ago to prevent irregular-shaped lots and flag lots from getting approved.



**HISTORY:**

Previously the two (2) parcels were illegally subdivided. Waxahachie City Council approved the plat on this property on March 4, 2019. Ellis County Commissioners' Court approved the plat on March 26, 2019. No other subdivision history exists on this site.



**OTHER RELEVANT INFORMATION:**

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

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



2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,*
3. *That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,*
4. *That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*
5. *That the situation causing the hardship or difficulty is neither self-imposed or self-created.*

*Section VIII (A) (1) (i) requires notice to be sent to property owners within 200 feet of the property with the requested variance at least fifteen (15) days before the meeting date. Staff sent out seven (7) notices via regular mail on March 26, 2019 to satisfy this requirement. To date, staff has not received any inquiries on this plat.*



**ATTACHMENTS:**

1. Location Map
2. Draft Order



**RECOMMENDATION:**

The variance request meets all the criteria outlined in the Ellis County Subdivision and Development Standards, and therefore, staff recommends **approval** of this request, as presented.



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – DRAFT ORDER**

**COMMISSIONERS COURT OF ELLIS COUNTY**  
**ORDER NO. \_\_\_\_\_**

On this the 9th day of April 2019, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

**COUNTY JUDGE:**

- Judge Todd Little

**COMMISSIONERS:**

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

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

**AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS GRANTING A ONE-TIME VARIANCE FOR PEACEFUL PRAIRIE ESTATES, LOTS 1 & 2 FROM SECTION IV (B)(5) (LOTS) OF THE SUBDIVISION DEVELOPMENT STANDARDS. THE PROPERTIES CONTAIN ± 6.038 ACRES OF LAND IN THE J. BARKER SURVEY, ABSTRACT NO. 40 LOCATED ON THE EAST SIDE OF LONE ELM ROAD ± 800 FEET SOUTH OF EAST FM 875, IN THE ETJ OF THE CITY OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 3, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “B”, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**SECTION 1. GRANTING OF A VARIANCE.**

The Commissioners’ Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and are set forth above are incorporated into the body of this order as if fully set forth herein and the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.



**SECTION 2. CONDITIONS OF APPROVAL.**

The variance for the above-described property is hereby granted a one-time variance from the Ellis County Rules for relief on the 150 feet by 150 feet requirement as stated in Section IV (B) (5) as presented.

**SECTION 3. CONFLICTS.**

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

**SECTION 4. SEVERABILITY CLAUSE**

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

**SECTION 5. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 9<sup>TH</sup> DAY OF APRIL, 2019.**

---

Todd Little, County Judge

---

Commissioner Randy Stinson, Precinct No. 1

---

Commissioner Lane Grayson, Precinct No. 2

---

Commissioner Paul Perry, Precinct No. 3

---

Commissioner Kyle Butler, Precinct No. 4

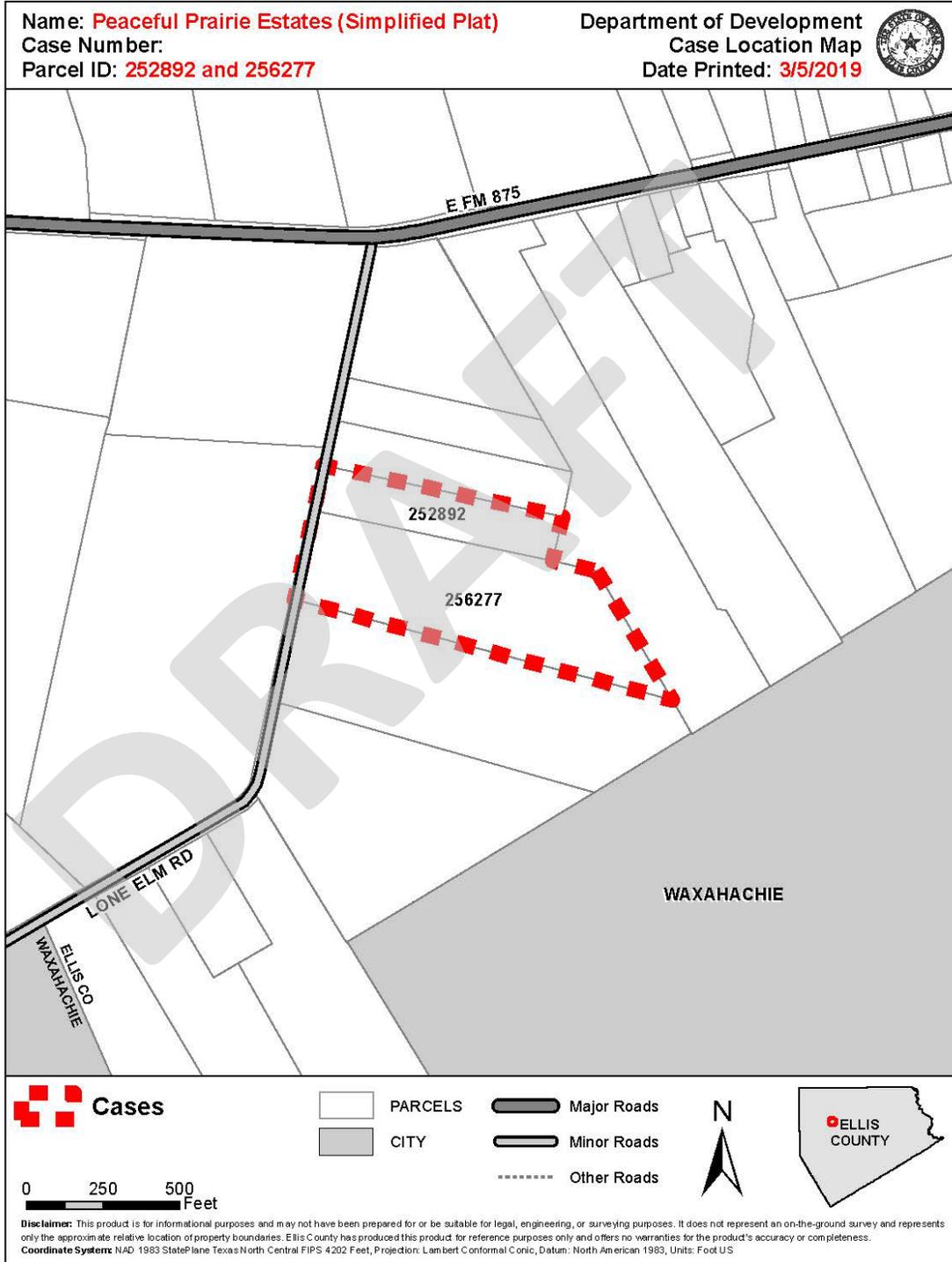
**ATTEST:**

---

Krystal Valdez, County Clerk

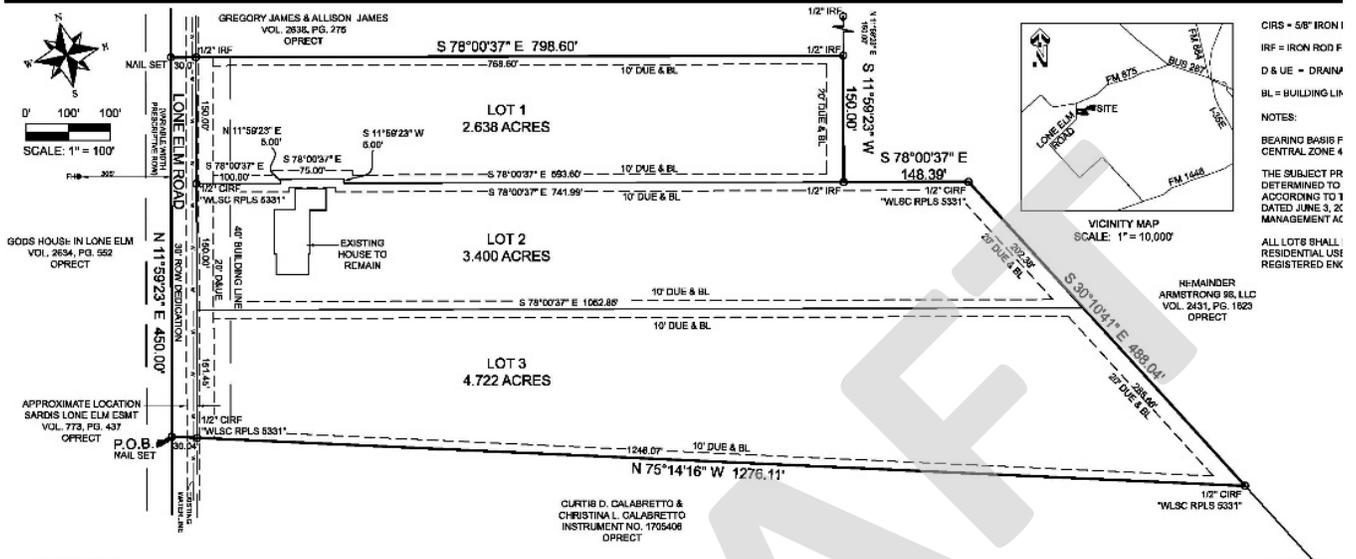


**EXHIBIT A**  
**Location Map**





**EXHIBIT B**  
**Sample Plat**



DRAFT



**AGENDA ITEM NO. 1.2**  
Ellis County Commissioners Court  
April 9, 2019



**SHORT TITLE:**

Road frontage variance for Parcel ID No. 179593 on Andrea Road.

**LEGAL CAPTION:**

**Consider & act upon a request to grant a one-time variance for Parcel ID No. 179593 from Section IV (B)(2) (Residential Lots) of the Subdivision Development Standards to allow one (1) lot without meeting the minimum public road frontage.** The property contains ± 1.124 acres of land on the west side of Andrea Road, ± 305 feet south of Shannon Court in the ETJ of the City of Waxahachie, Road & Bridge Precinct No. 4. *This request was previously tabled on March 26, 2019.*



**APPLICANT(S):**

John and Trina Harkins



**PURPOSE:**

The applicant wishes to plat his property for future residential use. However, before applying for a plat, a variance is required. The proposed lot will not meet the minimum public road frontage requirement of 150 feet as the applicant's property has ± 56 feet and falls ± 94 feet short of the public road frontage requirement.



**HISTORY:**

There is no previous subdivision history associated with this property. A portion of Andrea Road is public and maintained by the County, but another portion is considered private. The legal description on the deed of the adjacent property owner shows a large portion of Andrea Road to be within the boundaries of their property and therefore private. However, no record of official road abandonment request or official Court Order has been found indicating where and when Andrea Road became private. The latest road list adopted by the Court in 2005 showed Andrea Road as a public street but did not mention an exact road length. Subsequent road reports state Andrea Road publicly maintained for about 300 feet. The applicant acknowledges that a portion of Andrea Road has been inaccessible past a certain point for two (2) decades.



**OTHER RELEVANT INFORMATION:**

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

1. *That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*
2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,*



3. *That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,*
4. *That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*
5. *That the situation causing the hardship or difficulty is neither self-imposed or self-created.*

*Section VIII (A) (1) (i) requires notice to be sent to property owners within 200 feet of the property with the requested variance at least fifteen (15) days before the meeting date. Staff sent out seven (7) notices via regular mail on March 11, 2019 to satisfy this requirement. As the case was tabled on March 26, 2019, there was no need to re-notify the surrounding property owners as the notice was still in effect.*



**ANALYSIS:**

Although the applicant has the minimum 150 feet road frontage required, only a portion of Andrea Road is considered a public road. The length of the public portion of the road does not extend to the entire front of his property, thereby meeting the criteria for granting a variance. Due to the lack of clarity of whether this road is public or private and the applicant having public road frontage of ± 56 feet, staff supports this variance request.



**RECOMMENDATION:**

Staff recommends **approval** of this variance to Section IV (B) (2) (Lots) of the Subdivision & Development Standards, subject to the following conditions:

- 1) An application for a simplified shall be submitted for review that closely mirrors Exhibit B in the attached order.



**ATTACHMENTS:**

1. Applicant's Request
2. Draft Order



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



**APPROVED AND PRESENTED BY:**

Alberto Mares, AICP, DR  
Director of Planning & Development



**ATTACHMENT NO. 1 – REQUEST FROM APPLICANT**

3/6/19

TO: Commissioners' Court of Ellis County

RE: Lot width variance

I am requesting a variance for lot width along for a proposed 2-lot subdivision along Andrea Road due to the lack of clarity of ownership along this road. Please consider this request.

John Harkins



**ATTACHMENT NO. 2 – DRAFT ORDER**

**COMMISSIONERS COURT OF ELLIS COUNTY**  
**ORDER NO. \_\_\_\_\_**

On this the 9th day of April 2019, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

**COUNTY JUDGE:**

- Judge Todd Little

**COMMISSIONERS:**

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

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

**AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS GRANTING A ONE-TIME VARIANCE FROM SECTION IV (B) (2) (LOTS) OF THE SUBDIVISION & DEVELOPMENT STANDARDS, TO ALLOW ONE (1) LOT WITHOUT MEETING THE MINIMUM ROAD FRONTAGE REQUIREMENT. THE PROPERTY CONTAINS ± 1.124 ACRES OF LAND AT PARCEL ID NO. 17959 LOCATED ON THE WEST SIDE OF ANDREA ROAD, ± 305 FEET SOUTH OF SHANNON COURT IN THE ETJ OF THE CITY OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 4, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “B,” PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**SECTION 1. GRANTING OF A VARIANCE.**

The Commissioners’ Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and are set forth above are incorporated into the body of this order as if fully set forth herein and the granting of relief in the form of a lesser standard will not impact adversely



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

**SECTION 2. CONDITIONS OF APPROVAL.**

The variance for the above-described property is hereby granted a one-time variance from the Ellis County Rules for relief on the 150 feet of public road frontage requirement, subject to the following conditions:

- 1) An application for a simplified plat shall be submitted for review that closely mirrors Exhibit B.

**SECTION 3. CONFLICTS.**

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

**SECTION 4. SEVERABILITY CLAUSE**

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

**SECTION 5. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 9<sup>TH</sup> DAY OF APRIL, 2019.**

\_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

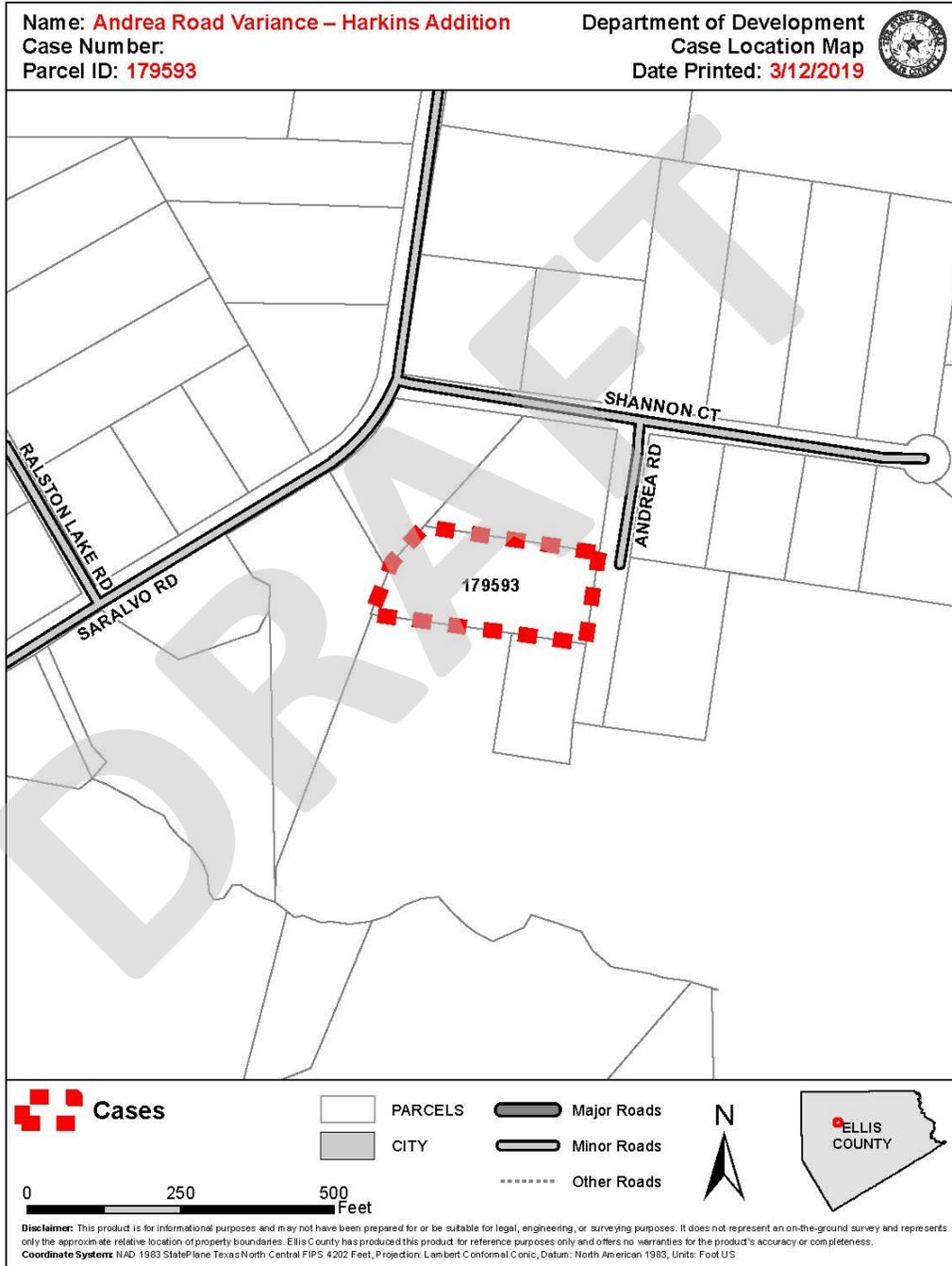
\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk



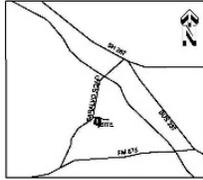
**EXHIBIT A**  
**Location Map**



-96.907855 32.420400 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 3/12/2019 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\00 Case Location.mxd



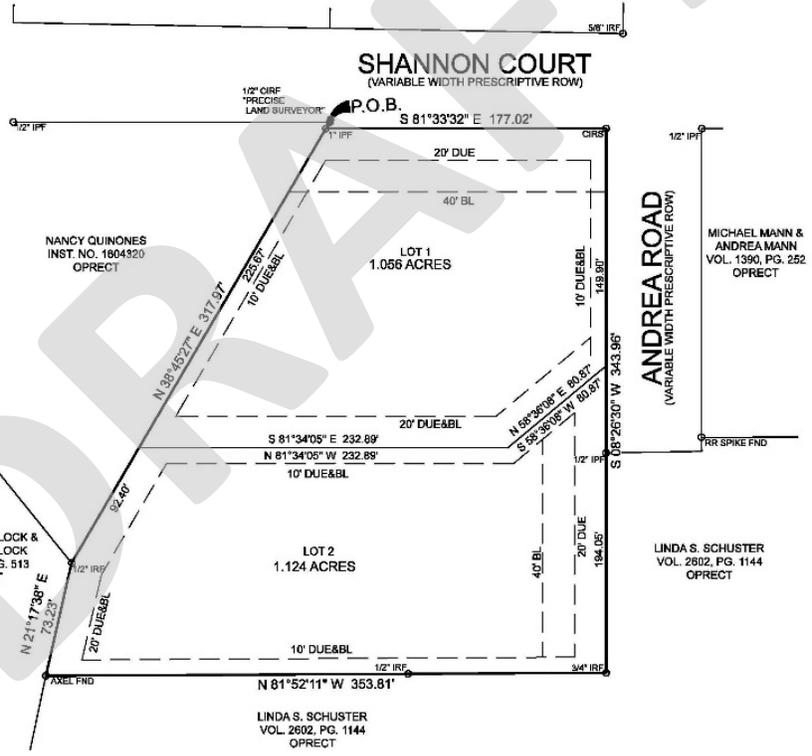
**EXHIBIT B**  
**Sample Plat**



VICINITY MAP 1" = 5000'

CIRB = 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "TXRCS" SET  
 IRF = IRON ROD FOUND  
 DUE = DRAINAGE AND UTILITY EASEMENT  
 BL = BUILDING LINE

**NOTES:**  
 BEARING BASIS FOR THIS SURVEY IS TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD 83, PER GPS OBSERVATIONS  
 THE SUBJECT PROPERTY LIES WITHIN ZONE "X" - DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48138C0175F, DATED JUNE 3, 2013, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.  
 ALL LOTS SHALL BE SERVICED BY AN ON-SITE SEWAGE FACILITY SYSTEM FOR RESIDENTIAL USE. AN ON-SITE EVALUATION SHALL BE PERFORMED BY A REGISTERED ENGINEER AND/OR A REGISTERED SANITARIAN.





**AGENDA ITEM NO. 1.3**

Ellis County Commissioners' Court  
April 9, 2019



**SHORT TITLE:**

Replat of Second Installment Yale Farm, Tract 6A and Tract 6B  
Parcel ID No. 157541.

**LEGAL CAPTION:**

**Consider and act upon a request to replat of the Second Installment of Yale Farm, Tract 6A and Tract 6B.** The property contains a total of ± 4.191 acres located on the north side of W Pecan Tree Road, ± 1,574 feet south and east of Hight Road in Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT:**

Edward Martinez, on behalf of Jack W. and Shirley A. Page



**PURPOSE:**

The applicant is requesting the replat to create an additional lot from the previously-approved Lot 6. The proposed Tract 6A will have ± 1.0 acre, and the proposed Tract 6B will have ± 2.984 acres.



**HISTORY:**

The Commissioners' Court approved a final plat of the Second Installment of Yale Farm consisting of 14 lots on March 18, 1983.



**OTHER RELEVANT INFORMATION:**

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on March 8, 2019, and the Waxahachie Daily Light on March 10, March 13, and March 24, 2019.

A total of 14 property owner notifications were sent. The department staff has received multiple inquiries about this request, mostly related to the subdivision of property. All legal notification requirements have been met.

Thoroughfare Plan: n/a

Water Provider: Buena Vista Bethel SUD

Waterline Size: 3-inch line along West Pecan Tree Rd.



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
: 972-825-5200  
: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**ATTACHMENTS:**

1. Location Map
2. Plat
3. Newspaper Notice



**RECOMMENDATION:**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

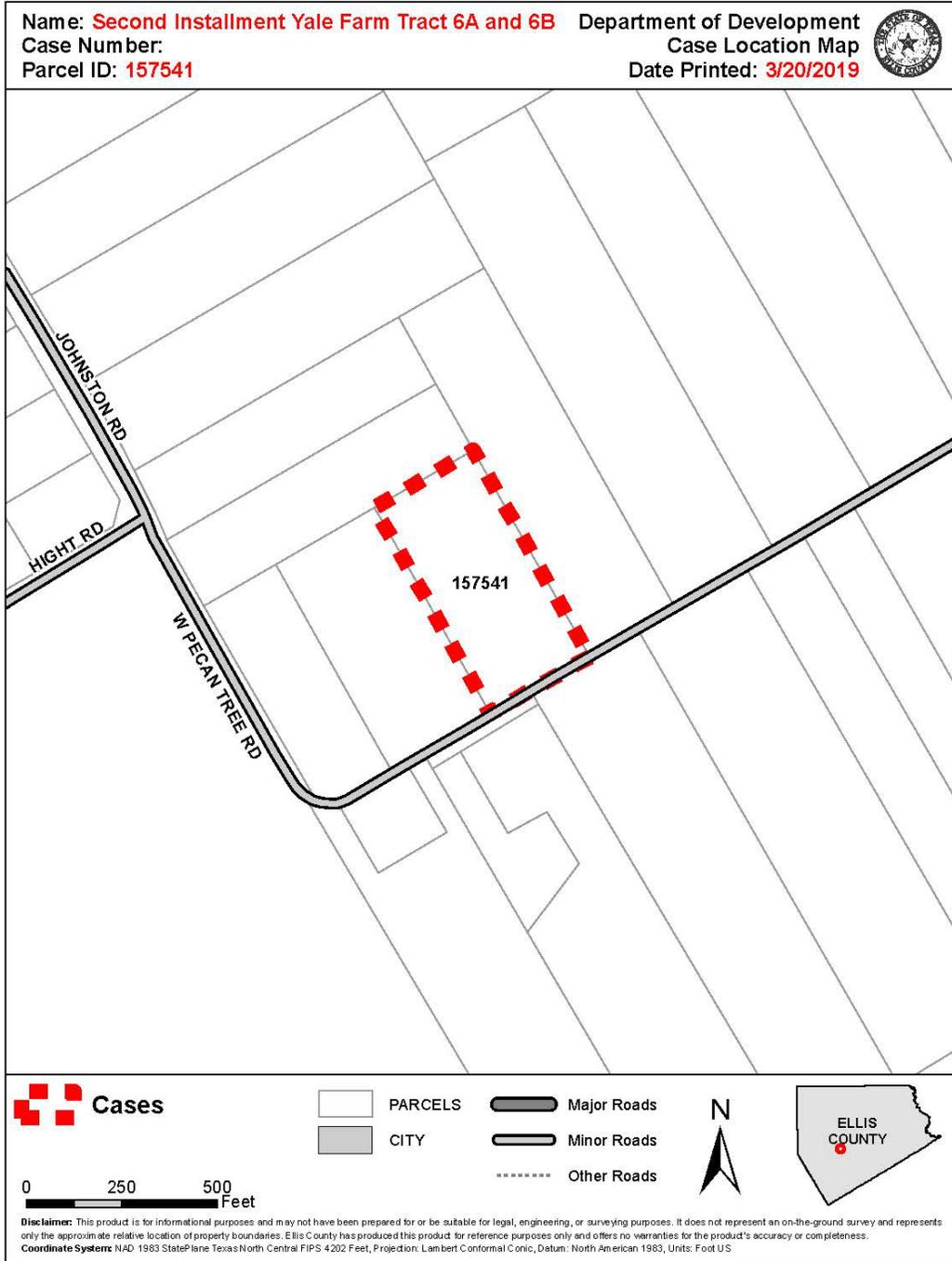


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**



-96.875732 32.286913 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 3/20/2019 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\000 Case Location.mxd



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

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

**ATTACHMENT NO. 2 - Plat**

**STATE OF TEXAS**  
**COUNTY OF ELLIS**

WHEREAS, JACK W. PAGE and SHIRLEY A. PAGE, the owners of the tract of land situated in the Acker McCallum Survey, Acker McCallum, Tracts and being more or less Second Installment, Yale Farm, a subdivision in Ellis County, Texas, as described in the Public Records, Ellis County, Texas, and being more particularly described by the instrument recorded in the Public Records, Ellis County, Texas (O.P. R.E.C.T.), and being more particularly described by the instrument recorded in the Public Records, Ellis County, Texas (O.P. R.E.C.T.), and being more particularly described by the instrument recorded in the Public Records, Ellis County, Texas (O.P. R.E.C.T.);

INCORPORATING as a bridge across the center of Pecan Tree Road, a subdivision in Ellis County, Texas, according to the plat thereof recorded in O.P.R.E.C.T. 30823-34, PUBLIC UTILITY;

THENCE S 30°00'00" W, along the center of said Road and with the southerly line of said Tract 6 and northwesterly line of Third Installment, Second Installment, Yale Farm, a subdivision in Ellis County, Texas, to a point of beginning, thence S 30°00'00" W, 200.00 feet to a single corner of the common south corner of said Tracts 6 and Tract 5 of said Yale Farm;

THENCE N 30°00'00" W, with the common line of said Tracts 5 and 6 for 610.45 feet (call N 30° E, 300.00 feet) to a 1/4 inch steel rod with plastic cap stamped "PLS 4469" set at the common north corner of said Tracts 5 and 6 and on the southeast line of tract 3 of said Yale Farm;

THENCE N 60°00'00" E, with the common line of said Tracts 3 and 6 for 300.00 feet (call E 30° E, 300.00 feet) to a 1/4 inch steel rod with plastic cap stamped "PLS 4469" set at the common east corner of said Tracts 3 and 6 and on the southeasterly line of said Tract 7;

THENCE S 30°00'00" W, with the common line of said Tracts 6 and 7 for 610.45 feet (call S 30° E, 300.00 feet) to the point of beginning and containing approximately 4.191 acres of land.

**STATE OF TEXAS**  
**COUNTY OF ELLIS**

KNOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, JACK W. PAGE and SHIRLEY A. PAGE, do hereby certify and adopt this plat designating the herein above described property as REPLAT Second Installment, Yale Farm, a subdivision in Ellis County, Texas, and being more particularly described by the instrument recorded in the Public Records, Ellis County, Texas, and being more particularly described by the instrument recorded in the Public Records, Ellis County, Texas (O.P. R.E.C.T.), and being more particularly described by the instrument recorded in the Public Records, Ellis County, Texas (O.P. R.E.C.T.), and being more particularly described by the instrument recorded in the Public Records, Ellis County, Texas (O.P. R.E.C.T.);

- The streets and alleys are delineated in feet except for street and alley purposes;
- All public improvements and dedications shall be free and clear of all dedications, liens, and/or encumbrances;
- No building, fence, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown;
- Any improvements or growths shall be subject to the removal, maintenance, or replacement by the public utility company or other public utility company;
- SHIRLEY A. PAGE, my wife, do hereby certify and adopt this plat designating the herein above described property as REPLAT Second Installment, Yale Farm, a subdivision in Ellis County, Texas, and being more particularly described by the instrument recorded in the Public Records, Ellis County, Texas (O.P. R.E.C.T.), and being more particularly described by the instrument recorded in the Public Records, Ellis County, Texas (O.P. R.E.C.T.), and being more particularly described by the instrument recorded in the Public Records, Ellis County, Texas (O.P. R.E.C.T.);
- Ellis County and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of the installation, maintenance, or replacement of their respective systems, without the necessity of any time, delay, or restriction from adjoining owners, residing owners, or other persons, and
- All modifications to this document shall be by means of plat and approved by Ellis County.

The plat is approved subject to all platting ordinances, laws, regulations and resolutions of the Ellis County, Texas.

WITNESS, my hand, this 26th day of March, 2019.

JACK W. PAGE  
COUNTY OF ELLIS

SHIRLEY A. PAGE  
COUNTY OF ELLIS

EDWARD MARTINEZ FOR JACK W. PAGE  
COUNTY OF ELLIS

SHIRLEY A. PAGE  
COUNTY OF ELLIS

EDWARD MARTINEZ FOR SHIRLEY A. PAGE  
COUNTY OF ELLIS

Given under my hand and seal of office, this 26th day of March, 2019.

MY Commission Expires on 12/31/2023

WITNESS, my hand, this 26th day of March, 2019.

MY Commission Expires on 12/31/2023

Given under my hand and seal of office, this 26th day of March, 2019.

MY Commission Expires on 12/31/2023

WITNESS, my hand, this 26th day of March, 2019.

MY Commission Expires on 12/31/2023

**REPLAT**  
**Second Installment**  
**Yale Farm**  
**Tract 6A and Tract 6B,**  
**Ellis County, Texas**  
**and being approximately**  
**4.191 acres of land**

Owners: JACK W. and SHIRLEY A. PAGE  
6105 EVANSTON LUBBOCK, TX 79424  
Telephone No. 214-395-3137

Job Number: C-18230  
ELLIS ASSOCIATES  
2100 North Central Expressway, Suite 1000, Dallas, TX 75201-2001  
P.O. Box 1000, Dallas, TX 75201



ATTACHMENT NO. 3 – Public Notice Ad

Legal Notices

**TO Be Published 3 Times  
in the Waxahachie Daily  
Light on Sunday, March  
10, Wednesday, March 13,  
and Sunday, March 24,  
2019:**

**Public Notice**

The Ellis County Commissioners' Court will consider & act upon a **Replat application of Second Installment Yale Farm Tract 6A and Tract B** to create an additional lot from a previously-platted lot. The property contains a total of ± 4.191 acres located on the north side of W Pecan Tree Rd ± 1, 574 feet south east of Hight Road in Waxahachie, Road and Bridge Precinct No. 3. The replat will be presented before the Commissioners' Court on **Tuesday, April 9, 2019, at 2:00 PM** on the 2nd floor of the historic Ellis County Courthouse, 101 W. Main St. Waxahachie, TX. Direct any questions to the Department of Development at 972-825-5200.



**AGENDA ITEM NO. 1.4**

Ellis County Commissioners' Court  
April 9, 2019



**SHORT TITLE:**

Replat of Suburban Estates Lots 88R & 91R  
Parcel ID No. 156403 & 156406

**LEGAL CAPTION:**

**Consider and act upon a request to replat of Suburban Estates, Lots 88R & 91R.** The properties contain a total of ± 3.406 acres of land located on the west side of Epps Rd. ± 670 feet north of Goliad Circle, Palmer, Road & Bridge Precinct No. 1.



**APPLICANT:**

Francisco Gonzales and Roberto Gutierrez



**PURPOSE:**

The applicant (Mr. Gonzales, Parcel ID No. 156406) is requesting the replat to include the purchase of additional property from the adjacent owner to make Lot 91R a legal lot of record. Previously, the original lots were illegally subdivided without going through the platting process. The proposed Lot 88R will have ± 2.412 acres, and the proposed Lot 91R will have ± 0.994 acres.



**HISTORY:**

Suburban Estates was filed with the Ellis County Clerk on September 17, 1970.

The Commissioners' Court granted variances for lot size variance and road frontage on January 29, 2019 (Minute Order 121.19) for the proposed Lot 91R as it fell ± 262 square feet short of the one-acre requirement and fell ± 3.15 feet short of the required minimum 150 feet of public road frontage.



**OTHER RELEVANT INFORMATION:**

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on March 8, 2019, and the Waxahachie Daily Light on March 10, March 13, and March 24, 2019.

A total of 125 property owner notifications were sent regarding this replat request. To date, the department staff has not had any inquiries. All legal notification requirements have been met.

Thoroughfare Plan: n/a  
Water Provider: Rockett SUD – existing meter on property.  
Waterline Size: 4-inch line along Epps Rd.



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

: dod@co.ellis.tx.us

: 972-825-5200

: co.ellis.tx.us/dod



**ATTACHMENTS:**

1. Location Map
2. Plat
3. Newspaper Notice



**RECOMMENDATION:**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

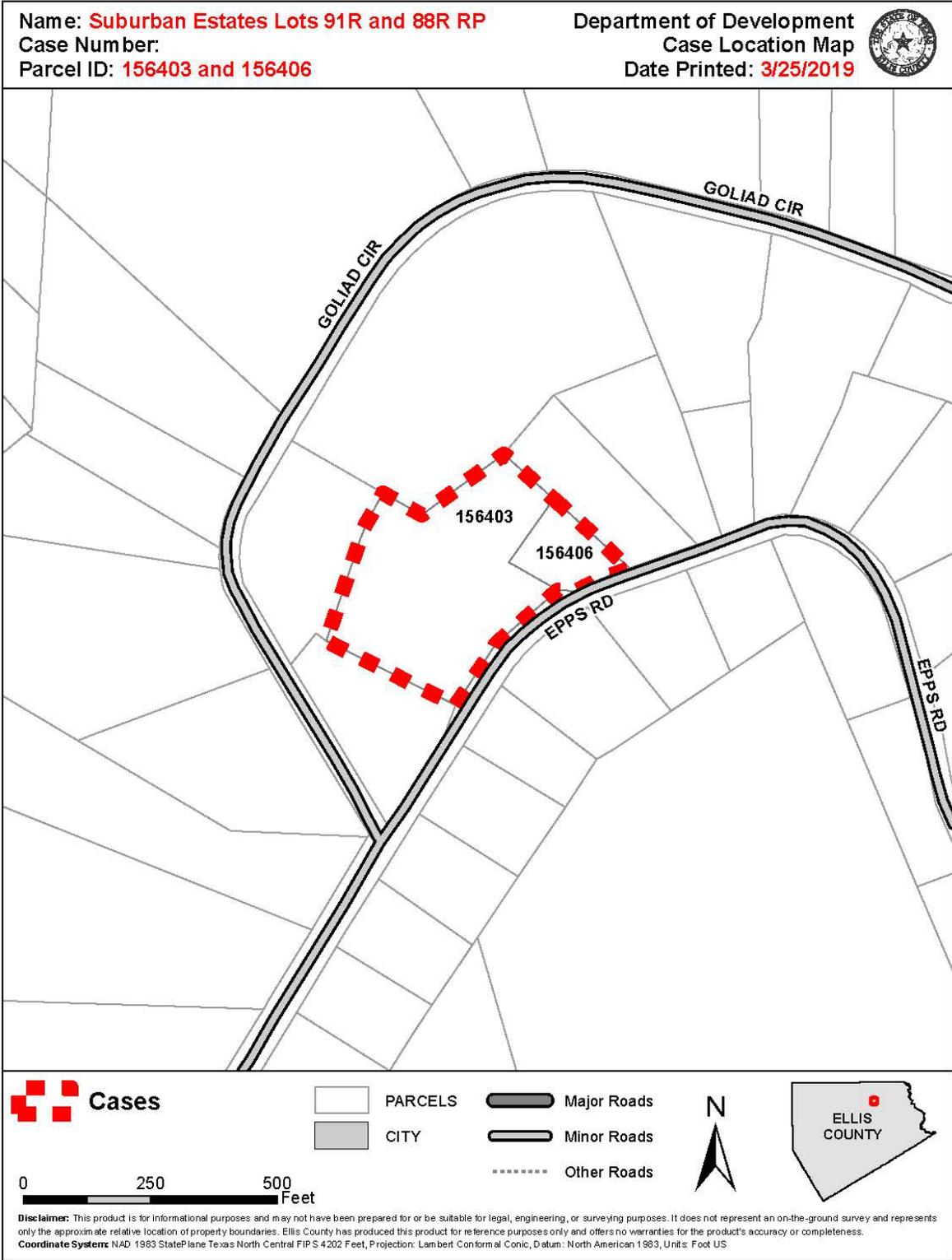


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**







**TO Be Published 3 Times  
in the Waxahachie Daily  
Light on Sunday, March  
10, Wednesday, March 13,  
and Sunday, March 24,  
2019:**

**Public Notice**

The Ellis County Commissioners' Court will consider & act upon a **Replat application of Suburban Estates Lots 91R and 88R** to include the purchase of additional property. The property contains a total of ± 3.406 acres of land, ± 668 feet north of Goliad Circle in Palmer, Road & Bridge Precinct No. 1. The replat will be presented before the Commissioners' Court on **Tuesday, April 9, 2019**, at 2:00 PM on the 2nd floor of the historic Ellis County Courthouse, 101 W. Main St. Waxahachie, TX. Direct any questions to the Department of Development at 972-825-5200.



**AGENDA ITEM NO. 1.5**  
Ellis County Commissioners' Court  
April 9, 2019



**SHORT TITLE:**

Accept Performance Bond for Eyrie Meadows

**LEGAL CAPTION:**

**Consider and act upon a request to accept a performance bond for Eyrie Meadows Subdivision** issued by NGM Insurance Company located in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Road & Bridge Precinct No. 3.



**APPLICANT(S):**

Ben Shanklin, in care of Bob & Joy Fox



**PURPOSE:**

The applicant is requesting the County to accept a performance bond for Eyrie Meadows Subdivision. The Commissioners' Court approved a preliminary plat for this 53-lot subdivision at its meeting on July 31, 2018. The amount of the performance bond is \$994,682.40, which is 100% of the associated construction costs. The bond is for the construction of all infrastructure, including streets, roads, and drainage.



**ANALYSIS:**

The bond will ensure all infrastructure will meet County requirements during the construction phase in a timely manner. Upon satisfaction, the applicant can request to release the performance bond and replace it with a 2-year maintenance bond.

There was a delay in getting this bond to Commissioners' Court as the developer had to negotiate and secure an off-site drainage easement from the adjacent property owner to make the drainage flow work for this development.



**RECOMMENDATION:**

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

- 1) **Approve** this request to accept Performance Bond No. 317694 issued by The NGM Insurance Company for Eyrie Meadows Subdivision, in the amount of nine hundred ninety-four thousand six hundred eighty-two and 40/100 (\$994,682.40), as presented.



**ATTACHMENTS:**

1. Copy of Maintenance Bond
2. Draft Order



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
: 972-825-5200  
: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1**

**BOND#317694**

**PERFORMANCE BOND**

**KNOWN ALL MEN BY THESE PRESENTS:**

**THAT**, Fox Development, LP, (hereinafter called the Principal), as Principal, and, NGM Insurance Company, (hereinafter called the Surety), a corporation organized and existing under the laws of the State of Florida licensed to do business in the State of Texas and admitted to write bonds, as Surety in the State of Texas, are held and firmly bound unto, Judge Carol Bush, Ellis County Judge, or her successors in office (hereinafter called the Obligee), in the amount of Nine hundred ninety four thousand six hundred eighty two & 40/100 Dollars (**\$994,682.40**) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

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

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

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this 27th\_ day of September, 2018\_.

PRINCIPAL: Fox Development, LP

BY: Jay Fox

SURETY: NGM Insurance Company

BY: Shree Ralla  
Attorney-in-Fact





**ATTACHMENT NO. 2**

**COMMISSIONERS COURT OF ELLIS COUNTY**  
**ORDER NO. \_\_\_\_\_**

On this the 9th day of April 2019, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

**COUNTY JUDGE:**

- Judge Todd Little

**COMMISSIONERS:**

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

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

**AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ACCEPTING PERFORMANCE BOND NO. 317694 ISSUED BY THE NGM INSURANCE COMPANY, IN THE AMOUNT OF NINE HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED EIGHTY-TWO AND 40/100 (\$994,682.40) FOR EYRIE MEADOWS SUBDIVISION, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MAYPEARL, ROAD AND BRIDGE PRECINCT NO. 3, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "A", PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE ACCEPT PERFORMANCE BOND NO. FOR EYRIE MEADOWS SUBDIVISION, AS PRESENTED.**

**WHEREAS**, the Commissioners Court of Ellis County, Texas adopted the "Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on December 4, 2018, pursuant to Minute Order 489.18, hereinafter referred to as "Development Regulations"; and,

**WHEREAS**, "Development Regulations," Section VII (B) (1) states, "Prior to construction and to ensure roads, streets, signs, underground utilities and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations, the developer shall file a Construction Bond, executed by a surety company authorized to do business in the State of Texas, and made payable to the County Judge of Ellis County, Texas or their successor in office." ; and,

**WHEREAS**, "Development Regulations," Section VII (B) (2) states, "The bond amount shall be equal to one hundred percent (100%) of any and all contracts, agreements, and bids for the construction of roads, streets, street signs, underground utilities, required drainage structures, erosion control, and all other construction."



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

**SECTION 1. ACCEPTANCE OF PERFORMANCE BOND**

The Commissioners' Court finds that the Performance Bond criteria outlined in Section VII (B) of the adopted Development Regulations apply and hereby accept Performance Bond No. 317694 issued by the NGM Insurance Company, in the amount of nine hundred ninety-four thousand six hundred eighty-two and 40/100 (\$994,682.40) for Eyrle Meadows Subdivision, located in the ETJ of the City of Maypearl, Road and Bridge Precinct No. 3.

**SECTION 2. CONFLICTS.**

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

**SECTION 3. SEVERABILITY CLAUSE**

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

**SECTION 4. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 9TH DAY OF APRIL 2019.**

\_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk





4/3/2019

Sent via: Email [jodi.platt@co.ellis.tx.us](mailto:jodi.platt@co.ellis.tx.us)

Ellis County TX

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: Ellis County TX
3. Equipment Description: 2019 Mack Granite GR64F Dump Truck
4. Equipment Cost: \$133,515.48
5. Lease Term: 13 months
6. Lease Payments:  
(These are approximate payment amounts. The actual payment will be determined at funding date.)  
  
1 payment in 13 months of \$139,327.99  
**Arrears**
7. Lease Rate:  
**13 – 3.94%**  
**\*Rate indexed to 5.50% current prime rate**  
Rate will increase if prime rate increases before closing  
  
**(Payment would be (4.14%) \$139,629.19 with  
with prime rate at 5.75%)**
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to \*6/15/2019. If the equipment is not delivered and the lease funded prior to 6/15/2019, this proposal is null and void. Any extension of the funding date must be in writing.

9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

This proposal expires as of the close of business on 4/30/2019. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

*Bob Lee*  
Bob Lee  
Municipal Finance Manager

**ACKNOWLEDGMENT AND ACCEPTANCE**

By: \_\_\_\_\_  
Title

Date: \_\_\_\_\_



**1. PARTIES**

**LESSOR ("we", "us", or "our"):**  
CATERPILLAR FINANCIAL SERVICES CORPORATION  
2120 West End Avenue  
Nashville, TN 37203

**LESSEE ("you" or "your"):**  
ELLIS COUNT  
101 W MAIN STREET  
WAXAHACHIE, TX 75165

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.

**2. DESCRIPTION OF THE UNITS**

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) Used 140M3 Caterpillar Motor Grader	N9D00579	\$67,338.31	\$1.00	

**TERMS AND CONDITIONS**

**3. Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of \$67,338.31 will be paid in advance and the balance of the Lease Payments is payable in 4 successive annual payments of which the first 3 payments are in the amount of \$67,338.31 each, and the last payment is in the amount of \$1.00 plus all other amounts then owing under this Lease, with the first Lease Payment due on the date that we sign this Lease and subsequent Lease Payments due on a like date of each year thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; P.O. Box 730681; Dallas, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 4.95% per annum.

**4. Late Charges** If we do not receive a Payment on the date it is due, you will

pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

**5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

**6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.

**7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will



return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.
12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any

Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
14. **Title; Return of Units** Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.
15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.
16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

## SIGNATURES

LESSOR  
CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

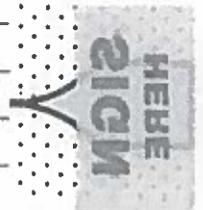
LESSEE  
ELLIS COUNTY

Signature \_\_\_\_\_

Name (print) Todd Little

Title County Judge

Date April 9, 2019



**GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE**

**WHEREAS**, the laws of the State of Texas (the "State") authorize ELLIS COUNTY (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

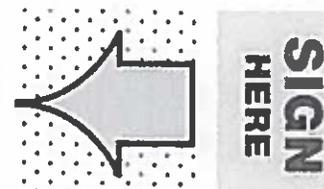
the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

**RESOLVED**, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)	Title (Print or Type)
<u>Todd Little</u>	<u>County Judge</u>
<u>Kyle Butler</u>	<u>Commissioner, Pct 4</u>
<u>Jodi Platt</u>	<u>Purchasing Agent</u>



be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

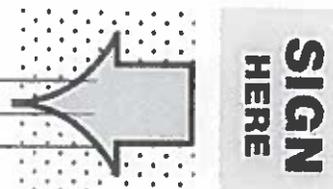
that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, Todd Little of ELLIS COUNTY, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: \_\_\_\_\_  
Title: County Judge  
Date: April 9, 2019





Verification of Insurance

Lessee:

LESSOR (we):

LESSEE (you):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

ELLIS COUNTY
101 W MAIN STREET
WAXAHACHIE, TX 75165

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 3655233 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: Hibbs Hallmark
Address: 501 Shelley, Tyler, TX 75701
Phone No: 800-765-6767
Agent's Name: Lori Nelson

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

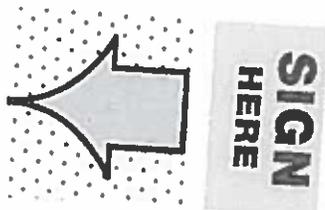
Table with 5 columns: Model #, Equipment Description, Serial #, VIN #, Value Including Tax. Row 1: 1. 140M3, Caterpillar Motor Grader, N9D00579, VIN #, \$250,000.00

SIGNATURES

LESSEE

ELLIS COUNTY

Signature: [Handwritten Signature]
Name (print): Todd Little
Title: County Judge
Date: April 9, 2019



Opinion of Counsel

Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3655233) (the "Lease") Between ELLIS COUNTY ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

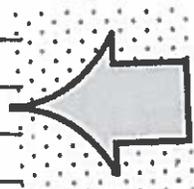
Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Texas (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

Name (PRINT): \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



SIGN HERE

Ellis County will submit minute order in place of attorney letter



This Amendment (the "Amendment"), dated \_\_\_\_\_ (the "Effective Date"), to the Governmental Lease-Purchase Agreement (the "Agreement") for the Transaction Number set out above is by and between the parties identified below.

**1. PARTIES**

LESSOR:

LESSEE:

CATERPILLAR FINANCIAL SERVICES CORPORATION  
2120 West End Avenue  
Nashville, TN 37203-0001

ELLIS COUNTY  
101 W MAIN STREET  
WAXAHACHIE, TX 75165

**2. TERMS AND CONDITIONS**

- a) Capitalized terms used but not defined herein will have the meaning given them in the Agreement.
- b) Except as provided herein, the Agreement will remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein will be deemed to be a waiver or amendment of any other provision contained in the Agreement or any of our rights or remedies under the Agreement.
- c) As of the Effective Date, the Agreement is amended as set forth below.

**3. AMENDMENT**

Section 7 of the Agreement is amended and restated in its entirety as follows:

"7. Annual Right of Termination. You may terminate this Agreement as of the last day of any fiscal year during the term hereof by giving us sixty (60) days prior written notice (although the failure to give such notice will not affect your right to terminate this Agreement as provided herein). In the event you terminate this Agreement during the term hereof pursuant to this Section, you will, no later than the last day of such fiscal year, return to us all, but not less than all, of the Units, at your sole expense and in accordance with the terms of this Agreement. Upon such return, this Agreement will terminate as of the last day of such fiscal year (the "Termination Date"). Thereafter, you will not incur any additional obligations under this Agreement, provided, however, that you must pay all Lease Payments and other Payments due prior to the Termination Date or attributable to such period, and provided, further, that you must pay month to-month lease payments at the rate set forth in this Agreement for each month or part thereof that you fail to return the Units."

**SIGNATURES**

CATERPILLAR FINANCIAL SERVICES CORPORATION

ELLIS COUNTY

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

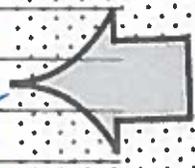
Date \_\_\_\_\_

Signature \_\_\_\_\_

Name (print) Todd Little

Title County Judge

Date April 9, 2019



**SIGN  
HERE**





## CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

*Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).*

### CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

#### Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

#### Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

#### Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

#### Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

#### Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

#### Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:  
\$5,000 deductible all logging Equipment

#### Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**. You may also e-mail CIC at [physicaldamage@cat.com](mailto:physicaldamage@cat.com)

#### POLICYHOLDER DISCLOSURE

##### NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: **\$0.00**



**APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE**

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
R 140M3	Caterpillar Motor Grader	N9D00579		\$250,000.00	\$10,080.00	\$2,775.69

*Marsha Blaisdell*

Marsha Blaisdell, Authorized Insurance Producer

**Arranged by Caterpillar Insurance Services Corporation**

I understand that the total insurance premium for 48 months will be \$10,080.00, which is \$2,520.00 per year based upon the total equipment value of \$250,000.00.

Method 1  I will finance the insurance premium, including finance charges, of \$2,775.69 per scheduled equipment payment. The finance charge is calculated at 4.95% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.

Method 2  I desire coverage for an initial 12 month term. I will pay the \$2,520.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 3  I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 4  I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

**SIGN  
HERE**

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: ELLIS COUNTY  
Dealer Name: HOLT TEXAS, LTD

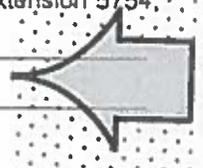
Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: \_\_\_\_\_

Title: County Judge

Name (PRINT): Todd Little

Date: April 9, 2015



**SIGN  
HERE**



## Fraud Warning:

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.



Caterpillar Financial Services Corporation

**INVOICE**

Page	Date	Invoice No.
1	03/25/2019	LSAP-416186858-1

ELLIS COUNTY  
 101 W MAIN STREET  
 WAXAHACHIE, TX 75165

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 140M3 Caterpillar Motor Grader	N9D00579		Upon Receipt.	1	\$67,338.31
Sales and Use Tax					\$0.00
Document Fee					\$0.00
Filing Fee					\$0.00
Stamp Fee					\$0.00
Other Fees					\$0.00
Freight Fee					\$0.00

WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.

PLEASE PAY THIS AMOUNT \$ \$67,338.31

Invoice No.	Total Enclosed
LSAP-416186858-1	\$

ELLIS COUNTY  
 101 W MAIN STREET  
 WAXAHACHIE, TX 75165

Remit To: Caterpillar Financial Services Corporation  
 5th Floor Document Services  
 Doc Specialist: HOLT TEXAS, LTD  
 2120 West End Ave.  
 Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.



**Meeting Minutes**

---

HOLT TEXAS, LTD  
HOLT AVE @ SOUTH W W WHITE RD  
P.O. BOX 207916  
SAN ANTONIO TX 782207916

**Reference:**

ELLIS COUNTY

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION  
DOCUMENTATION DEPARTMENT



**Caterpillar Financial Services Corporation**

**Finance Proposal**

**CUSTOMER**

Name: ELLIS COUNTY

Address ..... 101 W MAIN STREET  
 City ..... WAXAHACHIE  
 State ..... TX  
 Zip code ..... 75165  
 County ..... ELLIS

Good if:

Acknowledged by ..... Apr-06-19  
 Funded by ..... Apr-06-19

**DEALER**

HOLT TEXAS, LTD

Sales person .....  
 Dealer contact .....  
 Telephone .....

Quote number ..... 618-6858  
 Fax number .....  
 Quote date ..... 03/25/2019  
 Quote time ..... 14:32:09

**FINANCE PROPOSAL**

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL  
 Number of payments ..... 4 Annual  
 Payments ..... in Advance

Quoted by ..... banneld  
 Report created by ..... e140tic

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
USED	140M3	1000	1	250,000.00	250,890.00	67,338.31	1.00	4.9500

Special Conditions:

140M3

Serial Number - N9D00579, Model Year - 2016, Standard Environment; Major Attachments-Cab, Air Conditioning, Tires; Blades/Buckets/Rippers-Autoshift Transmission, Push Plate, Ripper, Joystick

	Model	Insurance	Payment w/Insurance
USED	140M3	2,775.69	70,114.00

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

**CONDITIONS**

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

**Caterpillar Financial Services Corporation  
Finance Proposal**

April 9, 2019



\_\_\_\_\_  
Caterpillar Financial Services Corporation

\_\_\_\_\_  
ELLIS COUNTY

Date

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

**Part I Reporting Authority**

If Amended Return, check here

1 Issuer's name		2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail is not delivered to street address)		Room/suite	4 Report number (For IRS Use Only) <b>3</b>
5 City, town, or post office, state, and ZIP code		6 Date of issue	
7 Name of issuer		8 CUSIP number	
9 Name and title of officer of the issuer or other person whom the IRS may call for more information		10 Telephone number of officer or other person ( )	

**Part II Type of Issue (enter the issue price) See instructions and attach schedule**

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
if obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

**Part III Description of Obligations. Complete for the entire issue for which this form is being filed.**

Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

**Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)**

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

SIGN HERE





**NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF ELLIS

**KNOW ALL MEN BY THESE PRESENTS THAT:**

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Chris Moretti, who after being duly sworn on oath stated the following:

My name is Chris Moretti. My title is Contract Sales.  
I am aware that the Ellis County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

**Sole-source items include:**

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Ellis County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: SuperSlurry.  
I am the sole-source supplier of this item because: SuperSlurry is a patented product and property of Martin Marietta. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Ellis County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 8 day of February, 2019.

[Signature]  
[Signature]

Chris Moretti - Contract Sales  
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on February 8, 2019, by Chris Moretti.  
[Printed Name]



[Signature] Notary Public  
State of Texas  
My Commission expires on 02/26/2019



Cement Treated Materials

10615 Spangler Road Dallas TX 75220 972-409-3240



www.SuperSlurry.com
www.MartinMarietta.com

Quotation and Sales Contract

Customer: Ellis County, Attention: Jodi Platt, Date: 2/8/2019, Email: jodi.platt@co.ellis.tx.us, Phone #: 972-825-5117

Subject to the terms and conditions, we are pleased to quote the following for use in the construction of:

Project Name: Hydrated Cement & CemLime SuperSlurry Annual Price
Located at: Various Locations - Ellis County, TX
Plant: Slurry Plant 210
Pricing Expires on: 2/28/20
Escalation Date & Amount: N/A

Table with 3 columns: Quantity, U.O.M. Description - Material, Unit Price. Rows include Hydrated Cement 'SuperSlurry' and Hydrated CemLime 'SuperSlurry' with unit prices of \$200.00/dry ton and \$185.00/dry ton respectively.

- 1) Prices are valid for the above mentioned project only during normal working hours. Normal working hours are 7 am - 4 pm, Mon - Fri excluding holidays.
2) Sales tax is not included. Tax Exempt jobs require proper tax exemption form prior to job start.
3) Slurry loads are a minimum of 8 dry tons to a maximum of 15 dry tons per load.
4) On the job site, we require the means to put at least 250 gallons of water into tanker after slurry discharge is complete.
5) Truck demurrage is \$75.00 per hour, beginning 1 hour after arrival (1st hour is free).
6) Martin Marietta is not responsible for the mixing or compaction of cement or cemlime.
7) Contractor is responsible for verifying product application rates according to project requirements and
8) Trucking is available but not guaranteed; please call in advance for availability.
9) Due to state and federal highway weight restrictions, Martin Marietta may limit maximum load size to 13 tons if route to project requires extensive highway travel.
10) This quote and pricing has a firm expiration date of February 28, 2020.



## **ELLIS COUNTY PURCHASING**

Jodi Platt, CPP  
Purchasing Agent

101 W. Main St., Suite 203  
Waxahachie, TX 75165  
Bus. (972) 825-5117  
Fax (972) 825-5119

April 3, 2019

RE: Sole Source Acknowledgment  
Martin Marietta

Request for Sole Source Acknowledgement has been brought to Ellis County Purchasing by Commissioner Kyle Butler for the Hydrated Cement "Super Slurry" product from Martin Marietta.

It is the recommendation of Ellis County Purchasing and the Purchasing Agent to approve Martin Marietta's Hydrated Cement "Super Slurry" as a sole source.

Sincerely,

A handwritten signature in blue ink that reads "Jodi Platt".

Jodi Platt, CPP  
Purchasing Agent  
Ellis County



**GRAYSON COUNTY COMMISSIONERS COURT  
RESOLUTION IN OPPOSITION TO REMOVING COUNTY  
FIREWORKS REGULATION AUTHORITY**

**WHEREAS**, the Texas Legislature is considering proposals to add extra fireworks seasons to the periods during which fireworks retailers can sell fireworks without an order from a county commissioners court; and

**WHEREAS**, home, property damage, injuries and wildfires increase during use and sale periods. The expansion of fireworks seasons could endanger the health, safety, and welfare of residents by eliminating the county authority to prohibit the sale of fireworks; and

**WHEREAS**, counties currently have limited authority to regulate fireworks; and

**WHEREAS**, due to dry weather and concern for public safety, such regulations are necessary to protect life and property; and

**WHEREAS**, county officials can best determine the weather and potential fire status of a Grayson County;

**WHEREAS**, county governments are a critical link for emergency services. Without increased state funding to offset the increase in response from all emergency service resulting from increased times when fireworks can be sold and used, resources for emergency services will be further and dramatically taxed;

**THEREFORE**, having received concerns from the Grayson County Sheriff, county and municipal fire officials, the County Fire Marshal, and the County Director of Emergency Management/County Emergency Management Coordinator, the Court

**RESOLVES** that the Commissioners Court of Grayson County, Texas is opposed to any legislative action that would remove current county authority to regulate fireworks.

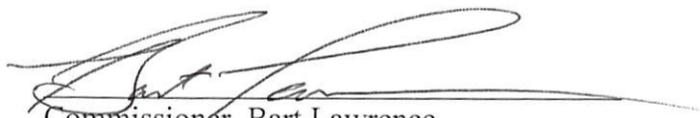
Adopted this the 26<sup>th</sup> day of March, 2019, at a regular meeting of the Commissioners Court.

  
\_\_\_\_\_  
County Judge, Bill Magers

  
\_\_\_\_\_  
Commissioner, Jeff Whitmire  
Precinct 1

\_\_\_\_\_  
Commissioner, David Whitlock  
Precinct 2

  
\_\_\_\_\_  
Commissioner, Phyllis James  
Precinct 3

  
\_\_\_\_\_  
Commissioner, Bart Lawrence  
Precinct 4

Attest:   
County Clerk, Wilma Bush



**ELLIS COUNTY COMMISSIONERS COURT  
RESOLUTION IN OPPOSITION TO REMOVING COUNTY  
FIREWORKS REGULATION AUTHORITY**

**WHEREAS**, the Texas Legislature is considering proposals to add extra fireworks seasons to the periods during which fireworks retailers can sell fireworks without an order from a county commissioners court; and

**WHEREAS**, home, property damage, injuries and wildfires increase during use and sale periods. The expansion of fireworks seasons could endanger the health, safety, and welfare of residents by eliminating the county authority to prohibit the sale of fireworks; and

**WHEREAS**, counties currently have limited authority to regulate fireworks; and

**WHEREAS**, due to dry weather and concern for public safety, such regulations are necessary to protect life and property; and

**WHEREAS**, county officials can best determine the weather and potential fire status of Ellis County;

**WHEREAS**, county governments are a critical link for emergency services. Without increased state funding to offset the increase in response from all emergency service resulting from increased times when fireworks can be sold and used, resources for emergency services will be further and dramatically taxed;

**THEREFORE**, having received concerns from the Ellis County Sheriff, County and Municipal fire officials, the County Fire Marshal, and the County Director of Emergency Management/County Emergency Management Coordinator, the Court

**RESOLVES** that the Commissioners Court of Ellis County, Texas is opposed to any legislative action that would remove current county authority to regulate fireworks.

Adopted this the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2019, at a regular meeting of the Commissioners Court.

\_\_\_\_\_  
County Judge, Todd Little

\_\_\_\_\_  
Commissioner, Randy Stinson  
Precinct 1

\_\_\_\_\_  
Commissioner, Lane Grayson  
Precinct 2

\_\_\_\_\_  
Commissioner, Paul Perry  
Precinct 3

\_\_\_\_\_  
Commissioner, Kyle Butler  
Precinct 4

Attest: \_\_\_\_\_  
County Clerk, Krystal Valdez



# Agenda Item MEMO

**SUBJECT:** Request for Budget Amendment

**MEETING DATE:** Tuesday, April 9, 2019

**DEPARTMENT:** Audit Department

**CONTACT:** Miykael Reeve, CGFO  
County Auditor

RECEIVED  
APR - 3 2019  
COUNTY JUDGE

---

## SUMMARY

Last Commissioners Court budget amendment was tabled pending further review and information

## SUPPORTING MATERIALS:

Attached is the Follow:

1. The minutes from July 31, 2018 containing Minute order 334.18 where the original vehicles were approved for purchase. (2 pages)
2. The minutes from October 8, 2018 containing Minute order 428.18 approving the purchase of different vehicle as interceptors were no longer available with the difference to be made up from the Sherriff Budget.
3. The original purchase order S003235 for \$74,204.00 for the Interceptors. (2 Pages)
4. The amended purchase order S003235 Printed from GEMS for the Tahoe's.
5. The incorrect invoices and purchase order submitted for payment. (13 Pages)  
Reliable invoice Ellis Ch-1/2  
Reliable Invoice Ellis Ch-2/2
6. The correct invoices submitted for payment (2 pages)  
Reliable invoice Ellis CO-. 1 /2  
Reliable invoice Ellis Co- 2/2
7. Item summary prepared by Sherriff office.
8. Item summary prepared by Auditors office.
9. Budget amendment request prepared by Auditors office.
10. Expenditure Statement from Sheriffs line items

## **BACKGROUND INFORMATION:**

To make this less confusing these items were broken up into separate items. For the 2018 vehicles attached is the original invoices submitted for payment to the auditor's office with all the notes and the corrected invoices submitted for payment along with the purchase orders. The amount of \$74,205 was approved for payment in the Fleet line 001-0420-50811-00000-000 in 2018 budget the expenditures rolled into fund balance. Per the minutes, the Sherriff agreed to make up the additional expenses from his Budget. The Sheriff had \$4,761 remaining in his Auto Repairs line item 001 that he intended to use to cover this from 2018 Budget that has rolled into Fund Balance. I am requesting that these fund be placed into the 2019 budget to cover the payments.

**MINUTE ORDER 329.18 (3.5) APPROVING WORK ORDER FOR THE CITY OF PALMER INTERLOCAL MINUTE NO. 111.18. WORK INCLUDES – RECLAIM AND RESURFACE VARIOUS ROADS: HALIFAX, PALOMINO, HAMBLEN, PALMER VIEW. – RANDY STINSON, COMMISSIONER, PCT. 1**

**MOTION TO APPROVE BY COMMISSIONER STINSON, SECOND BY COMMISSIONER GRAYSON CARRIES UNANIMOUSLY**

**MINUTE ORDER 330.18 (3.6) APPROVING COUNTY’S PARTICIPATION IN THE 2018 TAC RISK MANAGEMENT PROGRAM SAFETY EQUIPMENT PROGRAM. TAC HAS PROVIDED \$2,626.47 FOR PURCHASE OF SAFETY RELATED EQUIPMENT FOR ROAD & BRIDGE / MAINTENANCE & JANITOR NEEDS AND AN ADDITIONAL \$8,660.25 FOR SAFETY RELATED EQUIPMENT FOR THE SHERIFF’S OFFICE. ALL FUNDS MUST BE SPENT THROUGH THEIR DESIGNATED STORE WEBSITE. THERESA TAYLOR IS THE DESIGNATED PURCHASER FOR ROAD & BRIDGE AND MAINTENANCE, AND SHERIFF IS THE DESIGNATED PURCHASER FOR SHERIFF’S OFFICE (AS ASSIGNED BY TAC).**

**MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON CARRIES UNANIMOUSLY**

**MINUTE ORDER 331.18 (3.7) AUTHORIZING RESURFACING OF THE FOLLOWING STREETS WITHIN THE CITY LIMITS OF MAYPEARL UNDER INTERLOCAL AGREEMENT:**

1. WEST FIFTH FROM PHILLIPS TO TRICE.
2. EAST FIFTH FROM MAIN TO ITS END.
3. NOBLE FROM FIRST TO FIFTH.
4. REAGAN FROM EAST FIRST TO EAST SECOND. AND EAST THIRD TO EAST FOURTH.
5. BOWERS FROM EAST THIRD TO EAST FOURTH.
6. CLAUNCH FROM THIRD TO FOURTH. – PAUL PERRY, COMMISSIONER, PCT. 3

**MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER CARRIES UNANIMOUSLY**

**MINUTE ORDER 332.18 (3.8) APPROVING CONSULTATION FOR PROFESSIONAL SERVICES CONCERNING ACCOUNTING, NOT TO EXCEED \$1,000.00.**

**MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON CARRIES UNANIMOUSLY**

**MINUTE ORDER 333.18 (3.10) APPROVING TO ACCEPT AND EXECUTE THE MASTER SERVICE ORDER FORM AND ON DEMAND SERVICE AGREEMENT FOR DATA MANAGEMENT INC, TO PROVIDE SUBSCRIPTION LICENSES FOR USE OF ITS CLOUD BASED COMPUTER SOFTWARE PROGRAM (TIMECLOCKS PLUS) TO THE ELLIS COUNTY AND DISTRICT ATTORNEY’S OFFICE AT A COST OF APPROXIMATELY \$1,600 PER YEAR PAID FROM DA FUNDS**

**MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER BUTLER CARRIES UNANIMOUSLY**

**MINUTE ORDER 334.18 (3.9) AUTHORIZING PURCHASE OF COUNTY VEHICLES IN AN AMOUNT NOT TO EXCEED \$227,000.00. 5 – 2018 NISSAN ROGUE SPORT, 1 – 2018 DODGE CARAVAN, 2 – 2018 FORD PI UTILITY. ALLOCATION FOR JUVENILE SERVICES, DISTRICT ATTORNEY, AND SHERIFF’S OFFICE**

**MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON CARRIES UNANIMOUSLY**

**MINUTE ORDER 335.18 (3.3) APPROVING TO DRAW ADDITIONAL PUBLIC MEMBERS TO THE SALARY GRIEVANCE COMMITTEE PURSUANT TO LOCAL GOVERNMENT CODE §152.014.**

— CINDY POLLEY, COUNTY CLERK

William Robert Taylor  
Richard Bryant Wray  
Kevin David Swalberg  
Ronald Buchanan

Anton Webber  
Christopher Lynn Lemarr  
Carolyn Holmes Benham  
Daniel James Burgess, Sr

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON CARRIES UNANIMOUSLY

**ADJOURN**

MOTION TO ADJOURN BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON CARRIES UNANIMOUSLY

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT JULY 31, 2018 ARE HEREBY APPROVED.

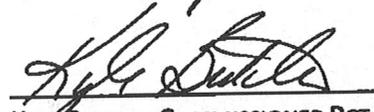
PRESIDING OFFICER:

  
\_\_\_\_\_  
CAROL BUSH, COUNTY JUDGE

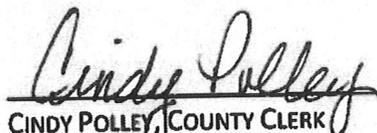
  
\_\_\_\_\_  
RANDY STINSON, COMMISSIONER PCT 1

  
\_\_\_\_\_  
LANE GRAYSON, COMMISSIONER PCT 2

  
\_\_\_\_\_  
PAUL PERRY, COMMISSIONER PCT 3

  
\_\_\_\_\_  
KYLE BUTLER, COMMISSIONER PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS NOVEMBER 20, 2018

  
\_\_\_\_\_  
CINDY POLLEY, COUNTY CLERK



**PURCHASING**

**MINUTE ORDER 427.18 (2.1) APPROVING THE SIGNING OF A LEASE AGREEMENT FOR AN UPGRADE OF TWO XEROX MULTIPURPOSE MACHINES AT THE SHERIFF'S OFFICE. NEW MONTHLY AMOUNT WILL BE \$208.02 FOR EACH MACHINE.**

**MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON CARRIES UNANIMOUSLY**

**MINUTE ORDER 428.18 (2.2) REALLOCATING \$74,000 FOR PURCHASE OF A VEHICLE FOR THE SHERIFF'S DEPARTMENT ... PREVIOUSLY APPROVED FOR PURCHASE OF 2018 FORD POLICE INTERCEPTORS WHICH ARE NO LONGER AVAILABLE. SHERIFF TO COVER ADDITIONAL EXPENSE FROM HIS BUDGET**

**MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER PERRY CARRIES UNANIMOUSLY**

**(TO 3.4)**

**ADMINISTRATIVE**

**MINUTE ORDER 429.18 (3.4) ALLOWING WAXAHACHIE DOWNTOWN MERCHANTS ASSOCIATION TO ILLUMINATE THE HISTORIC COURTHOUSE IN PINK DURING THE MONTH OF OCTOBER, 2018 IN SUPPORT OF BREAST CANCER AWARENESS MONTH.**

**MOTION TO APPROVE BY JUDGE BUSH, SECOND BY COMMISSIONER GRAYSON CARRIES UNANIMOUSLY**

**NO ACTION 3.5 BURN BAN FOR ELLIS COUNTY. – TIM BIRDWELL, FIRE MARSHAL**

**MINUTE ORDER 430.18 (3.6) REAPPOINTING LISA HEINE AS A BOARD OF TRUSTEE MEMBER OF LAKES REGIONAL COMMUNITY CENTER FOR A 2 YEAR TERM.**

**MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON CARRIES UNANIMOUSLY**

**(TO 3.11)**

**MINUTE ORDER 431.18 (3.11) ACCEPTING BULLETPROOF VEST PARTNERSHIP 2018 AWARD IN THE AMOUNT OF \$12,315.37.**

**MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER PERRY CARRIES UNANIMOUSLY**

**(TO 3.13)**

**MINUTE ORDER 432.18 (3.13) APPROVING INITIAL PAYMENT OF \$75,000 FOR AGREEMENT WITH TXDOT TO CONTRIBUTE RIGHT OF WAY FUNDS FOR LOOP 9, ROW CSJ #2964-12-003 & ROW CSJ #2964-12-004 PENDING LEGAL REVIEW REGARDING FUTURE PAYMENTS . . . TO BE PAID FROM ROAD IMPROVEMENT FUND. (APPROXIMATE COST \$486,000) – TED KANTOR, COUNTY ENGINEER**

**MOTION BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON TO APPROVE PAYMENT OF \$75,000 PENDING LEGAL REVIEW FOR ARRANGEMENT AT A LATER DATE, CARRIES UNANIMOUSLY**

**(TO 3.7)**

**MINUTE ORDER 433.18 (3.7) APPROVING ELLIS COUNTY RESOLUTION AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF 2019 THE INDIGENT DEFENSE GRANT FOR 2019. – MIYKAEL REEVE, AUDITOR**

**MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER PERRY CARRIES UNANIMOUSLY**

ORIGINAL Purchase Order

3

ELLIS COUNTY PURCHASING  
101 W. MAIN ST.  
SUITE 203  
WAXAHACHIE, TX 75165  
972-825-5117

S003235

09/05/18

05504 0 09/05/18

CALDWELL COUNTRY FORD, LLC  
ROCKDALE COUNTRY FORD  
PO BOX 72  
ROCKDALE, TX 76567

ELLIS COUNTY PURCHASING  
101 W. MAIN ST.  
SUITE 203  
WAXAHACHIE, TX 75165

ELLIS COUNTY PURCHASING

972-825-5117

SO - QTY 2 - 2018 FORD POLICE INTERCEPTOR PER QUOTE ATTACHED - ECOBOOST AND RADAR REMOVED PER SHERIFF EDGE'S INSTRUCTION 74204.00 74204.00

TAX EXEMPT  
30DAY NET TERMS  
REFERENCE PO S003235 ON INVOICE

DELIVER TO AND PAPERWORK TO:  
ELLIS COUNTY  
101 W. MAIN ST., SUITE 203  
WAXAHACHIE, TX 75165

MUST MAKE APPOINTMENT FOR DELIVERY. CALL 972-825-5370 JODI SPILLERS OR 972-825-5117 JODI PLATT.

ACCOUNT DISTRIBUTION:  
001-0140-50811-00000-000 74204.00

SUB-TOTAL 74204.00  
TAX 0.00  
SHIPPING AND HANDLING CHARGE 0.00

AREA : PURCHASING AGENT

74204.00

Jodi Platt

Jodi Platt

**CALDWELL COUNTRY FORD**  
 DBA ROCKDALE COUNTRY FORD  
 BUYBOARD BID 521-16

End User: ELLIS COUNTY Caldwell Rep: AARON WILEY  
 Contact: CAPT. CHRIS HAMILTON Phone/fax: 254-773-8824 / 254-773-8802  
 Phone/email: 972-825-4901/chris.hamilton@co.ellis.tx.us Date: Friday, May 04, 2018  
 Product Description: FORD PI UTILITY email: aaron@caldwellcountry.com

A. Bid Series: 124

A. Base Price: \$ **26,863.00**

B. Published Options (Itemize each below)

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2018 PI UTILITY	INCL	86P	FRONT HEADLAMP HOUSING	\$ 112.00
	3.7L FFV V6, 6 SPD AUTOMATIC	INCL	86T	REAR TAILLIGHT HOUSING	\$ 57.00
	A/C & HEAT: AM/FM/CD	INCL	60A	GRILL WIRING PACKAGE	\$ 47.00
	CRUISE, RUBBER FLOOR	INCL	51Y	DRIVER SIDE SPOT LIGHT	\$ 375.00
	POWER WINDOWS AND LOCKS	INCL	17A	AUX REAR A/C & HEAT	\$
	CLOTH BUCKETS FRONT	INCL	43D	COURTESY LAMP DISABLED	\$ 19.00
	VINYL 2ND ROW SEAT	INCL	99T	3.5L ECOBOOST	\$ 3,130.00
	REVERSE CAMERA	INCL	55F	KEYLESS ENTRY PACKAGE	\$ 323.00
	4 KEYS	INCL	53M	SYNC	\$ 280.00
			37948	CAP FLEET UPFITTERS	\$ 11,276.00
				SEE ATTACHED QUOTE	
Total of B. Published Options:					\$ 15,619.00

C. Unpublished Options (Itemize each below, not to exceed 25%)

Options	Bid Price	Options	Bid Price
		WHITE	COLOR
		ESTIMATED 90-120 DAYS TO CAP FLEET	DELIVERY
		2018 ORDERS CUT-OFF 6-8-18	
Total of C. Unpublished Options:			\$ -

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ -
- F. Manufacturer Destination/Delivery: \$ -
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustment: ECOBOOST CREDIT \$ (500.00)
- J. Additional Delivery Charge: 0 miles \$ -
- K. Subtotal: \$ 41,982.00
- L. Quantity Ordered 1 x K = \$ 41,982.00
- M. Trade In: \$ -
- N. BUYBOARD FEE PER PURCHASE ORDER: \$ 400.00
- O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE: \$ 42,382.00

*- \$5280.00 Eco Boost +  
 Rddan  
 Remnlp,*

*\$37,102.00*

CORRECTED PURCHASE ORDER  
Printed From GEMS

4

60S DC-EA=001-000-00000-00000-000  
60S DC-EA=001-0020-50601-00000-000  
60S DC-EA=001-0020-50884-00000-000  
60S DC-EA=1  
60S DC-EA=999-999-99999-99999-999  
60S DC-EA=N  
\$DEPHDR\$ EMAIL 093018 123118  
60S DC-ES=WRITEPOS - REPORT INITIATED BY Staci Parr  
60S DC-EX= 100

ELLIS COUNTY PURCHASING  
101 W. MAIN ST.  
SUITE 203  
WAXAHACHIE, TX 75165  
972-825-5117

S003235

COPY

09/05/18

04876 0 09/05/18

RELIABLE CHEVROLET II LP  
800 NORTH CENTRAL EXPRESSWAY  
RICHARDSON, TX 75080  
USA

ELLIS COUNTY PURCHASING  
101 W. MAIN ST.  
SUITE 203  
WAXAHACHIE, TX 75165

FAX:972-952-8172

ELLIS COUNTY PURCHASING

972-825-5117

1 SO - QTY 2 - 2019 CHEVROLET 65306.88 65306.88  
TAHOE PER THE ATTACHE QUOTE

TAX EXEMPT  
30DAY NET TERMS  
REFERENCE PO S003235 ON INVOICE

DELIVER TO AND PAPERWORK TO:  
ELLIS COUNTY  
101 W. MAIN ST., SUITE 203  
WAXAHACHIE, TX 75165

MUST MAKE APPOINTMENT FOR  
DELIVERY. CALL 972-825-5370 JODI  
SPILLERS OR 972-825-5117 JODI  
PLATT.

ACCOUNT DISTRIBUTION:  
001-0140-50811-00000-000 65306.88

SUB-TOTAL 65306.88  
TAX 0.00  
SHIPPING AND HANDLING CHARGE 0.00

AREA : PURCHASING AGENT 65306.88

Old

1 MAR 2:55 PM

PO NO.	?	PLEASE CONTACT DOUG ADAMS FOR QUESTIONS AND CONCERNS. 972-952-1561 dadams@reliablechevrolet.com	DATE	12/29/2018
DEAL NUMBER	347227		STOCK NO	KR251661
DEL	038		SOLD BY	ADAMS
UNDER	813023		INVOICE NO.	ELLIS- CH-1/2

SOLD TO	ELLIS COUNTY		VEHICLE INVOICE	
ADDRESS	301 W. MAIN STREET SUITE 203		FACTORY INVOICE AMOUNT	
CITY	WAXAHACHIE			
STATE	TEXAS	ZIP	75165	DEALER INSTALLED OPTIONS
TITLE INSTRUCTIONS			DEALER ADD LED SPOT	
NAME				
ADDRESS				
CITY				
STATE		ZIP		DEALER MARK UP
VEHICLE DESCRIPTIONS			SUBTOTAL	
MODEL	CC15706		\$32,476.44	
COLOR	WHITE		LESS - TRADE IN ALLOWANCE	
YEAR	2019		TOTAL	
VIN	1GNLCDECBKR251661		\$32,476.44	
LICENSE NO.			STATE SALES TAX	
KEY NO.	V0700		TITLE FEE	
TRUNK			LICENSE FEE	
DESCRIPTION OF TRADE IN			DOCUMENTARY FEE	
YEAR			STATE INSPECTION	
MAKE			\$7.00	
MODEL			DELIVERY EXPENSE	
VIN			BRIDGE AND ROAD TAX	
LICENSE NO.				
STOCK NO.				
ACV				



TOTAL DUE TO RELIABLE CHEVROLET \$32,488.44



THE NORTH TEXAS CHEVY STORE  
A BERKSHIRE HATHAWAY COMPANY

SPECIAL INSTRUCTIONS

SEND TO CH

*Attached*  
*Received @ 50 - Need signature*

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other to assume for it any liability in connection with sale or paid product.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW. BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. BUYERS MAY AVOID PAYMENT OF THE FEE TO THE SELLER BY HANDLING THE DOCUMENTS AND PERFORMING THE SERVICES RELATING TO THE CLOSING OF THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$25. THIS NOTICE IS REQUIRED BY LAW.

RELIABLE CHEVROLET RICHARDSON, TEXAS  
800 N. CENTRAL EXPRESSWAY, RICHARDSON, TX 75080  
972-952-1500 WWW.RELIABLECHEVY.COM

*\* upfit not included on @ 11/1/18*

*Replacement for Interceptor*

PO NO.	?	PLEASE CONTACT DOUG ADAMS FOR QUESTIONS AND CONCERNS. 972-952-1561 dadams@reliablechevrolet.com	DATE	12/29/2018
DEAL NUMBER	347228		STOCK NO	KR251614
DEL	038		SOLD BY	ADAMS
UNDER	813023		INVOICE NO.	ELLIS- CH-2/2

SOLD TO	ELLIS COUNTY		VEHICLE INVOICE	
ADDRESS	101 W. MAIN STREET SUITE 203		FACTORY INVOICE AMOUNT	
CITY	WAXAHACHIE			
STATE	TEXAS	ZIP	75165	DEALER INSTALLED OPTIONS
TITLE INSTRUCTIONS			DEALER ADD LED SPOT	
NAME				
ADDRESS				
CITY				
STATE		ZIP		DEALER MARK UP
VEHICLE DESCRIPTIONS			SUBTOTAL	
MODEL	CC15706		\$32,476.44	
COLOR	WHITE		LESS - TRADE IN ALLOWANCE	
YEAR	2019		TOTAL	
VIN	1GNLCDEC8KR251661		\$32,476.44	
LICENSE NO.			STATE SALES TAX	
KEY NO.	V0700		TITLE FEE	
TRUNK			LICENSE FEE	
DESCRIPTION OF TRADE IN			DOCUMENTARY FEE	
YEAR			STATE INSPECTION	
MAKE			\$7.00	
MODEL			DELIVERY EXPENSE	
VIN			BRIDGE AND ROAD TAX	
LICENSE NO.				
STOCK NO.				
ACV				

TOTAL DUE TO RELIABLE CHEVROLET \$32,488.44



CHEVROLET THE NORTH TEXAS CHEVY STORE

A BERKSHIRE HATHAWAY COMPANY

SPECIAL INSTRUCTIONS

SEND TO CH

*Received @ 50 - Need signature*

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other to assume for it any liability in connection with sale or sold product.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW. BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. BUYERS MAY AVOID PAYMENT OF THE FEE TO THE SELLER BY HANDLING THE DOCUMENTS AND PERFORMING THE SERVICES RELATING TO THE CLOSING OF THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$25. THIS NOTICE IS REQUIRED BY LAW.



**ELLIS COUNTY  
PURCHASING DEPARTMENT**

PHONE: (972) 825-5115  
FAX: (972) 825-5119

**PURCHASE ORDER  
PAGE NO. 2 of 2**

**No. 19-000005**

THIS NUMBER MUST APPEAR ON ALL  
INVOICES, PACKAGES, SHIPPING  
PAPERS AND CORRESPONDENCE.

DATE OF ORDER: 01/01/2019

**TERMS AND CONDITIONS**

The following terms and conditions are applicable to this order entered into by and between the Ellis County (referred to as Buyer) and Vendor (referred to as Seller).

**MODIFICATIONS** No modifications or changes may be made to this order without written authorization of the Buyer. No variation in the quantity of any item called for by this Purchase Order shall be allowed, unless such variation is caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, set forth herein. Goods shipped in excess of quantity designated may be returned at Seller's expense.

**TERMINATION** Buyer reserves the right to terminate this order in whole or in part for default if Seller fails to perform in accordance with any of the requirements of this order. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer.

**F.O.B.** In those cases where prices stated are not F.O.B. destination, Seller is required to prepay shipping charges and add charges onto the invoice.

**TERMS** By accepting this order, the Seller agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in arrears, in accordance with laws of the state of Texas.

**INVOICING** Submit all claims for payment/invoices via email if possible to: [purchasing@co.ellis.tx.us](mailto:purchasing@co.ellis.tx.us)  
If you cannot submit the invoice via email, send to:

Ellis County  
Purchasing Department  
109 S. Jackson St.  
Waxahachie, TX 75165

**TAX** Buyer is exempt from Federal Taxes, State of Texas Sales Taxes, Excise and Use Taxes and State taxes for tangible personal property.

**PURCHASE ORDER NUMBER** Purchase Order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order.

**INSPECTION** All commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at Seller's expense.

**PAYMENT CHANGES** Payments will only be made to the company name as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

**GOVERNING LAW** This order shall be governed by the laws of the State of Texas.

**INDEMNIFICATION** The Seller agrees to indemnify the County and hold him harmless from and against all claims, liability, loss, damage or expense, including attorneys' fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County. Further, Seller acknowledges that Buyer does not waive any rights set forth in the laws of the state of Texas.

**OCCUPATION SAFETY AND HEALTH** Seller compliance required under the laws of the state of Texas, that any toxic substance delivered as a part of this order must be accompanied by an OSHA compliant Material Safety Data Sheet (MSDS).

**REPRESENTATIVES** All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.



**ELLIS COUNTY  
PURCHASING DEPARTMENT**

PHONE: (972) 825-5115  
FAX: (972) 825-5119

**PURCHASE ORDER  
PAGE NO. 1 of 2**

**No. 19-000005**

THIS NUMBER MUST APPEAR ON ALL  
INVOICES, PACKAGES, SHIPPING  
PAPERS AND CORRESPONDENCE.

DATE OF ORDER: 01/01/2019

VENDOR NO: 04876

VENDOR: RELIABLE CHEVROLET II LP  
800 NORTH CENTRAL EXPRESSWAY  
RICHARDSON TX 75080

SHIP TO: SHERIFF'S OFFICE  
300 S. JACKSON ST  
WAXAHACHIE, TX 75165

CONTRACT #:

REQUIRED DATE	SHIP VIA	FOB	TERMS	BUYER	
01/11/2019	BESTWAY	SHIPPING	NET30	JODI PLATT	
LINE NO	QUANTITY	UOM	ITEM NO. & DESCRIPTION	UNIT COST	EXTENSION
1	1.00	EA	2019 CHEVROLET TAHOES - QTY 2 001-0140-508110	\$64,976.88	\$64,976.88
				<b>TOTAL</b>	<b>\$ 64,976.88</b>

*Jodi Platt*  
Ellis County

TAX EXEMPTION NO. 75-6000935

NOTE: SEE PURCHASE ORDER TERMS - LAST PAGE

**SUBMIT ALL CLAIMS FOR PAYMENTS BY**

EMAIL: [purchasing@co.ellis.tx.us](mailto:purchasing@co.ellis.tx.us)

OR

US MAIL: Ellis County  
Purchasing Department  
109 S. Jackson St.  
Waxahachie, TX 75165  
FAX: (972) 825-5119

By:

*Jodi Platt*

**PURCHASING AGENT**

**PURCHASE ORDER NUMBER MUST APPEAR ON YOUR INVOICE**



Del 038 under 813023

(972) 952-1561 (Direct)  
(972) 952-1500

# RELIABLE

RICHARDSON, TEXAS  
800 N. CENTRAL EXPY. • RICHARDSON, TX 75080  
972-952-1500 • WWW.RELIABLECHEV.COM

DATE 12/29/18  
STOCK # KR251661  
SOLD BY Adams  
INVOICE # ELLS-CH-1/2

SOLE TO: Ellis County  
ADDRESS: 101 W. Main Street Suite 203  
CITY: Waxahachie TX 75165  
PO NO: ? FLEET NO: \_\_\_\_\_

TITLE INSTRUCTIONS  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

VEHICLE DESCRIPTION  
MODEL: CC15706 COLOR: White YEAR: 19  
VIN: 1GNLCDEC8KR251661 LICENSE NO: \_\_\_\_\_  
KEY NO: 00700 TRIP MK: \_\_\_\_\_

DESCRIPTION OF TRADE-IN  
YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
VIN: \_\_\_\_\_ LICENSE NO: \_\_\_\_\_  
STOCK #: \_\_\_\_\_ ACV: \_\_\_\_\_

DRAFT  LIEN  
LIEN HOLDER: \_\_\_\_\_

DRAFT AMOUNT: \_\_\_\_\_ DATE OF LFN: \_\_\_\_\_  
DRAFT TERM: \_\_\_\_\_

DELIVER CAR TO:  
CONTACT: Chris Hamilton to pick-up

DISCLAIMER OF WARRANTIES  
Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other to assume for any liability in connection with the sale of said products.

## VEHICLE INVOICE

FACTORY INVOICE AMOUNT \$ \_\_\_\_\_  
DEALER INSTALLED OPTIONS  
Dealer add LED spot

DEALER MARK UP  
SUB TOTAL \$ 32476.44  
LESS - TRADE-IN ALLOWANCE  
TOTAL \$ 32476.44

STATE SALES TAX  
TITLE FEE  
LICENSE FEE 5  
DOCUMENTARY FEE  
STATE INSPECTION 7  
DELIVERY EXPENSE  
BRIDGE AND ROAD TAX

TOTAL DUE RELIABLE CHEVROLET .... \$ 32489.44

BILLING INSTRUCTIONS:  
COPIES OF FACTORY INVOICE  
COPIES OF DEALER INVOICE  
SPECIAL INSTRUCTIONS:  
send to CH

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. BUYERS MAY AVOID PAYMENT OF THE FEE TO THE SELLER BY HANDLING THE DOCUMENTS AND PERFORMING THE SERVICES RELATING TO THE CLOSING OF THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$25 THIS NOTICE IS REQUIRED BY LAW.

PO NO.	?	PLEASE CONTACT DOUG ADAMS FOR QUESTIONS AND CONCERNS. 972-952-1561 dadams@reliablechevrolet.com	DATE	12/29/2018
DEAL NUMBER	347227		STOCK NO	KR251661
DEL	038		SOLD BY	ADAMS
UNDER	813023		INVOICE NO.	ELLIS- CH-1/2

SOLD TO	ELLIS COUNTY		VEHICLE INVOICE	
ADDRESS	101 W. MAIN STREET SUITE 203		FACTORY INVOICE AMOUNT	
CITY	WAXAHACHIE			
STATE	TEXAS	ZIP	75165	DEALER INSTALLED OPTIONS

TITLE INSTUCTIONS			DEALER ADD LED SPOT	
NAME				
ADDRESS				
CITY				
STATE		ZIP		DEALER MARK UP

VEHICLE DESCRIPTIONS			SUBTOTAL	\$32,476.44
MODEL	CC15706		LESS - TRADE IN ALLOWANCE	
COLOR	WHITE		TOTAL	\$32,476.44
YEAR	2019		STATE SALES TAX	
VIN	1GNLCDEC8KR251661		TITLE FEE	
LICENSE NO.			LICENSE FEE	\$5.00
KEY NO.	V0700		DOCUMENTARY FEE	
TRUNK			STATE INSPECTION	\$7.00

DESCRIPTION OF TRADE IN			DELIVERY EXPENSE	
YEAR			BRIDGE AND ROAD TAX	

MAKE		
MODEL		
VIN		
LICENSE NO.		
STOCK NO.		
ACV		
DRAFT		LIEN
LIENHOLDER		
DRAFT AMOUNT		
DATE OF LIEN		
DRAFT THRU		
DELIVER CAR TO		
CONTACT	CHRIS HAMILTON TO PICK UP	

TOTAL DUE TO RELIABLE CHEVROLET \$32,488.44



CHEVROLET THE NORTH TEXAS CHEVY STORE  
A BERKSHIRE HATHAWAY COMPANY

SPECIAL INSTRUCTIONS

SEND TO CH

*Received @ 50 - Need Signature*

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other to assume for it any liability in connection with sale or said product.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW. BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. BUYERS MAY AVOID PAYMENT OF THE FEE TO THE SELLER BY HANDLING THE DOCUMENTS AND PERFORMING THE SERVICES RELATING TO THE CLOSING OF THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$25. THIS NOTICE IS REQUIRED BY LAW.

PO NO.	?	PLEASE CONTACT DOUG ADAMS FOR QUESTIONS AND CONCERNS. 972-952-1561 dadams@reliablechevrolet.com	DATE	12/29/2018
DEAL NUMBER	347228		STOCK NO	KR251614
DEL	038		SOLD BY	ADAMS
UNDER	813023		INVOICE NO.	ELLIS- CH-2/2

SOLD TO	ELLIS COUNTY		VEHICLE INVOICE	
ADDRESS	101 W. MAIN STREET SUITE 203		FACTORY INVOICE AMOUNT	
CITY	WAXAHACHIE			
STATE	TEXAS	ZIP	75165	DEALER INSTALLED OPTIONS

TITLE INSTUCTIONS		DEALER ADD LED SPOT	
NAME			
ADDRESS			
CITY			
STATE		ZIP	
VEHICLE DESCRIPTIONS		DEALER MARK UP	

VEHICLE DESCRIPTIONS		SUBTOTAL		\$32,476.44
MODEL	CC15706	LESS - TRADE IN ALLOWANCE		
COLOR	WHITE	TOTAL		\$32,476.44
YEAR	2019	STATE SALES TAX		
VIN	1GNLCDEC8KR251661	TITLE FEE		
LICENSE NO.		LICENSE FEE		\$5.00
KEY NO.	V0700	DOCUMENTARY FEE		
TRUNK		STATE INSPECTION		\$7.00
DESCRIPTION OF TRADE IN		DELIVERY EXPENSE		
YEAR		BRIDGE AND ROAD TAX		

MAKE			
MODEL			
VIN			
LICENSE NO.			
STOCK NO.			
ACV			
DRAFT		LIEN	
LIENHOLDER			
DRAFT AMOUNT			
DATE OF LIEN			
DRAFT THRU			
DELIVER CAR TO			
CONTACT	CHRIS HAMILTON TO PICK UP		

TOTAL DUE TO RELIABLE CHEVROLET **\$32,488.44**



**RELIABLE**  
CHEVROLET THE NORTH TEXAS CHEVY STORE  
A BERKSHIRE HATHAWAY COMPANY

SPECIAL INSTRUCTIONS

SEND TO CH

*Received @ 50 - Need signature*

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other to assume for it any liability in connection with sale or said product.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW. BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. BUYERS MAY AVOID PAYMENT OF THE FEE TO THE SELLER BY HANDLING THE DOCUMENTS AND PERFORMING THE SERVICES RELATING TO THE CLOSING OF THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$25. THIS NOTICE IS REQUIRED BY LAW.



**ELLIS COUNTY  
PURCHASING DEPARTMENT**

PHONE: (972) 825-5115  
FAX: (972) 825-5119

**PURCHASE ORDER  
PAGE NO. 1 of 2**

**No. 19-000005**

THIS NUMBER MUST APPEAR ON ALL  
INVOICES, PACKAGES, SHIPPING  
PAPERS AND CORRESPONDENCE.

DATE OF ORDER: 01/01/2019

VENDOR NO: 04876

SHIP TO: SHERIFF'S OFFICE

VENDOR: RELIABLE CHEVROLET II LP  
800 NORTH CENTRAL EXPRESSWAY  
RICHARDSON TX 75080

300 S. JACKSON ST  
WAXAHACHIE, TX 75165

CONTRACT #:

REQUIRED DATE		SHIP VIA		F.O.B.		TERMS		BUYER	
01/11/2019		BESTWAY		SHIPPING		NET30		JODI PLATT	
LINE NO.	QUANTITY	UOM	ITEM NO. & DESCRIPTION				UNIT COST	EXTENSION	
1	1.00	EA	2019 CHEVROLET TAHOES - QTY 2 001-0140-508110				\$64,976.88	\$64,976.88	
							<b>TOTAL</b>	<b>\$ 64,976.88</b>	

TAX EXEMPTION NO. 75-6000935

NOTE: SEE PURCHASE ORDER TERMS - LAST PAGE

**SUBMIT ALL CLAIMS FOR PAYMENTS BY**

**EMAIL:** purchasing@co.ellis.tx.us

**OR**

**US MAIL:** Ellis County  
Purchasing Department  
109 S. Jackson St.  
Waxahachie, TX 75165  
FAX: (972) 825-5119

By:

PURCHASING AGENT

**PURCHASE ORDER NUMBER MUST APPEAR ON YOUR INVOICE**



**ELLIS COUNTY  
PURCHASING DEPARTMENT**

PHONE: (972) 825-5115  
FAX: (972) 825-5119

**PURCHASE ORDER  
PAGE NO. 2 of 2**

**No. 19-000005**

THIS NUMBER MUST APPEAR ON ALL  
INVOICES, PACKAGES, SHIPPING  
PAPERS AND CORRESPONDENCE.

DATE OF ORDER: 01/01/2019

**TERMS AND CONDITIONS**

The following terms and conditions are applicable to this order entered into by and between the Ellis County (referred to as Buyer) and Vendor (referred to as Seller).

**MODIFICATIONS** No modifications or changes may be made to this order without written authorization of the Buyer. No variation in the quantity of any item called for by this Purchase Order shall be allowed, unless such variation is caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, set forth herein. Goods shipped in excess of quantity designated may be returned at Seller's expense.

**TERMINATION** Buyer reserves the right to terminate this order in whole or in part for default if Seller fails to perform in accordance with any of the requirements of this order. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer.

**F.O.B.** In those cases where prices stated are not F.O.B. destination, Seller is required to prepay shipping charges and add charges onto the invoice.

**TERMS** By accepting this order, the Seller agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in arrears, in accordance with laws of the state of Texas.

**INVOICING** Submit all claims for payment/invoices via email if possible to: [purchasing@co.ellis.tx.us](mailto:purchasing@co.ellis.tx.us)  
If you cannot submit the invoice via email, send to:

Ellis County  
Purchasing Department  
109 S. Jackson St.  
Waxahachie, TX 75165

**TAX** Buyer is exempt from Federal Taxes, State of Texas Sales Taxes, Excise and Use Taxes and State taxes for tangible personal property.

**PURCHASE ORDER NUMBER** Purchase Order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order.

**INSPECTION** All commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at Seller's expense.

**PAYMENT CHANGES** Payments will only be made to the company name as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

**GOVERNING LAW** This order shall be governed by the laws of the State of Texas.

**INDEMNIFICATION** The Seller agrees to indemnify the County and hold him harmless from and against all claims, liability, loss, damage or expense, including attorneys' fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County. Further, Seller acknowledges that Buyer does not waive any rights set forth in the laws of the state of Texas.

**OCCUPATION SAFETY AND HEALTH** Seller compliance required under the laws of the state of Texas, that any toxic substance delivered as a part of this order must be accompanied by an OSHA compliant Material Safety Data Sheet (MSDS).

**REPRESENTATIVES** All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.



Del 038 under 813023

(972) 952-1561 (Direct)  
(972) 952-1500

# RELIABLE

RICHARDSON, TEXAS  
800 N. CENTRAL EXPY. • RICHARDSON, TX 75080  
972-952-1500 • WWW.RELIABLECHEV.COM

DATE: 12/29/18  
SALES NO: KR251661  
SOLD BY: Adams  
INVOICE NO: ELUS-CH-1/2

SOLD TO: Ellis County  
ADDRESS: 101 W. Main Street Suite 203  
CITY: Waxahachie TX STATE: TX ZIP: 75165  
PO NO: ? FLEET NO: ?

TITLE INSTRUCTIONS  
NAME:  
ADDRESS:  
CITY: STATE: ZIP:

VEHICLE DESCRIPTION  
MODEL: CC15706 COLOR: White YEAR: 19  
VIN: 1GNLCDEC8KR251661 LICENSE NO:  
KEY NO: V0700 IGNITION: TRIPK:

DESCRIPTION OF TRADE-IN  
YEAR: MAKE: MODEL:  
VIN: LICENSE NO:  
STOCK #: ACV:

DRAFT  LIEN  
LIEN HOLDER:  
DRAFT AMOUNT: DATE OF LIEN:  
DRAFT TITLE:

DELIVER CAR TO:  
CONTACT: Chris Hamilton to pick-up

DISCLAIMER OF WARRANTIES  
Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other to assume for any liability in connection with the sale of said products

## VEHICLE INVOICE

FACTORY INVOICE AMOUNT	\$
DEALER INSTALLED OPTIONS	
Dealer add LED spot	
DEALER MARK UP	
SUB TOTAL	\$ 32476.44
LESS - TRADE-IN ALLOWANCE	
TOTAL	\$ 32476.44
STATE SALES TAX	
TITLE FEE	
LICENSE FEE	5
DOCUMENTARY FEE	
STATE INSPECTION	7
DELIVERY EXPENSE	
BRIDGE AND ROAD TAX	

TOTAL DUE RELIABLE CHEVROLET .... \$ 32488.44

BILLING INSTRUCTIONS:  
..... COPIES OF FACTORY INVOICE  
..... COPIES OF DEALER INVOICE  
SPECIAL INSTRUCTIONS:  
Send to CH

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE A DOCUMENTARY FEE IS NOT REQUIRED BY LAW. BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE BUYERS MAY AVOID PAYMENT OF THE FEE TO THE SELLER BY HANDLING THE DOCUMENTS AND PERFORMING THE SERVICES RELATING TO THE CLOSING OF THE SALE A DOCUMENTARY FEE MAY NOT EXCEED \$25 THIS NOTICE IS REQUIRED BY LAW

Del 038 under 813023

# RELIABLE

RICHARDSON, TEXAS  
800 N. CENTRAL EXPY. • RICHARDSON, TX 75080  
972-952-1500 • WWW.RELIABLECHEV.COM

(972) 952-1561 (Direct)  
(972) 952-1500

DATE 12/29/18  
STOCK # KR251614  
SOLD BY Adams  
INVOICE # ELUS-CH-2

SOLD TO: <b>Ellis County</b> ADDRESS: <b>101 W. Main Street Suite 203</b> CITY: <b>Waxahachie TX</b> STATE: <b>TX</b> ZIP: <b>75165</b> P.O. NO: <b>?</b> FLEET NO: _____ TITLE INSTRUCTIONS NAME ADDRESS CITY STATE ZIP VEHICLE DESCRIPTION MAKE: <b>CC15706</b> COLOR: <b>White</b> YEAR: <b>19</b> VIN: <b>1GNLCDECXKR251614</b> LICENSE NO: KEY NO. → <b>10700</b> TRUNK: DESCRIPTION OF TRADE-IN YEAR MAKE MODEL VIN LICENSE NO STOCK # ACV <input type="checkbox"/> DRAFT <input type="checkbox"/> LIEN LIEN HOLDER DRAFT AMOUNT DATE OF LIEN DRAFT TERM DELIVER CAR TO: CONTACT: <b>Chris Hamilton to pick-up</b> DISCLAIMER OF WARRANTIES Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other to assume for it any liability in connection with the sale of said products.		<b>VEHICLE INVOICE</b> FACTORY INVOICE AMOUNT \$ _____ DEALER INSTALLED OPTIONS _____ <b>Dealer add LED spot</b> DEALER MARK UP _____ SUB TOTAL \$ <b>32476<sup>44</sup></b> LESS - TRADE-IN ALLOWANCE _____ TOTAL \$ <b>32476<sup>44</sup></b> STATE SALES TAX _____ TITLE FEE _____ LICENSE FEE <b>5</b> DOCUMENTARY FEE _____ STATE INSPECTION <b>7</b> DELIVERY EXPENSE _____ BRIDGE AND ROAD TAX _____ <b>TOTAL DUE RELIABLE CHEVROLET .... \$32489<sup>44</sup></b> BILLING INSTRUCTIONS: . . . . COPIES OF FACTORY INVOICE _____ COPIES OF DEALER INVOICE SPECIAL INSTRUCTIONS: <b>Send to CH</b> A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE A DOCUMENTARY FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE BUYERS MAY AVOID PAYMENT OF THE FEE TO THE SELLER BY HANDLING THE DOCUMENTS AND PERFORMING THE SERVICES RELATING TO THE CLOSING OF THE SALE A DOCUMENTARY FEE MAY NOT EXCEED \$25 THIS NOTICE IS REQUIRED BY LAW	
--	--	--	--

6

PO NO.	5003235	PLEASE CONTACT DOUG ADAMS FOR QUESTIONS AND CONCERNS. 972-952-1561 dadams@reliablechevrolet.com	DATE	10/29/2018
DEAL NUMBER	346025		STOCK NO	KR147231
DEL	38		SOLD BY	ADAMS
UNDER	813023		INVOICE NO.	ELLIS CO. 1/2

SOLD TO	ELLIS COUNTY		VEHICLE INVOICE	
ADDRESS	101 W. MAIN STREET STE. 203		FACTORY INVOICE AMOUNT	
CITY	WAXAHACHIE			
	TEXAS	ZIP	75165	DEALER INSTALLED OPTIONS
TITLE INSTUCTIONS			INSTALL LH SPOT WITH LED BULB	
NAME				
ADDRESS				
CITY				
STATE		ZIP		DEALER MARK UP
VEHICLE DESCRIPTIONS			SUBTOTAL	
MODEL	CC15706		\$32,641.44	
COLOR	WHITE		LESS - TRADE IN ALLOWANCE	
YEAR	19		TOTAL	
VIN	1GNLCDEC0KR147231		\$32,641.44	
LICENSE NO.			STATE SALES TAX	
KEY NO.	V0700		TITLE FEE	
TRUNK			LICENSE FEE	
DESCRIPTION OF TRADE IN			DOCUMENTARY FEE	
YEAR			STATE INSPECTION	
MAKE			\$7.00	
MODEL			DELIVERY EXPENSE	
VIN			BRIDGE AND ROAD TAX	
LICENSE NO.				
STOCK NO.			TOTAL DUE TO RELIABLE CHEVROLET	
ACV			\$32,653.44	
DRAFT		LIEN		
LIENHOLDER				
DRAFT AMOUNT				
DATE OF LIEN				
DRAFT THRU				
DELIVER CAR TO				
CONTACT	CHRIS HAMILTON 972-268-0155			



A BERKSHIRE HATHAWAY COMPANY

SPECIAL INSTRUCTIONS

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other to assume for it any liability in connection with sale or said product.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW. BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. BUYERS MAY AVOID PAYMENT OF THE FEE TO THE SELLER BY HANDLING THE DOCUMENTS AND PERFORMING THE SERVICES RELATING TO THE CLOSING OF THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$25. THIS NOTICE IS REQUIRED BY LAW.

6

PO NO.	5003235	PLEASE CONTACT DOUG ADAMS FOR QUESTIONS AND CONCERNS. 972-952-1561 dadams@reliablechevrolet.com	DATE	10/29/2018
DEAL NUMBER	346024		STOCK NO	KR146366
DEL	38		SOLD BY	ADAMS
UNDER	813023		INVOICE NO.	ELLIS CO. 2/2

SOLD TO	ELLIS COUNTY		VEHICLE INVOICE	
ADDRESS	101 W. MAIN STREET STE. 203		FACTORY INVOICE AMOUNT	
CITY	WAXAHACHIE			
	TEXAS	ZIP	75165	DEALER INSTALLED OPTIONS
TITLE INSTUCTIONS			INSTALL LH SPOT WITH LED BULB	
NAME				
ADDRESS				
CITY				
STATE		ZIP		DEALER MARK UP
VEHICLE DESCRIPTIONS			SUBTOTAL	\$32,641.44
MODEL	CC15706		LESS - TRADE IN ALLOWANCE	
COLOR	WHITE		TOTAL	\$32,641.44
YEAR	19		STATE SALES TAX	
VIN	1GNLCDEC7KR146366		TITLE FEE	
LICENSE NO.			LICENSE FEE	\$5.00
KEY NO.	V0700		DOCUMENTARY FEE	
TRUNK			STATE INSPECTION	\$7.00
DESCRIPTION OF TRADE IN			DELIVERY EXPENSE	
YEAR			BRIDGE AND ROAD TAX	
MAKE			<p><b>TOTAL DUE TO RELIABLE CHEVROLET \$32,653.44</b></p>  <p><b>RELIABLE</b> CHEVROLET THE NORTH TEXAS CHEVY STORE A BERKSHIRE HATHAWAY COMPANY</p> <p>SPECIAL INSTRUCTIONS</p>	
MODEL				
VIN				
LICENSE NO.				
STOCK NO.				
ACV				
DRAFT		LIEN		
LIENHOLDER				
DRAFT AMOUNT				
DATE OF LIEN				
DRAFT THRU				
DELIVER CAR TO				
CONTACT	CHRIS HAMILTON 972-268-0155			

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other to assume for it any liability in connection with sale or said product.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW. BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. BUYERS MAY AVOID PAYMENT OF THE FEE TO THE SELLER BY HANDLING THE DOCUMENTS AND PERFORMING THE SERVICES RELATING TO THE CLOSING OF THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$25. THIS NOTICE IS REQUIRED BY LAW.

### 17-18 Budget Vehicles

Approved \$74,204.00

Original for 2 Ford Interceptors - unable to get and was replaced with 2 Chevy Tahoes  
Interceptors PO included upfit - Chevy Tahoes had upfit added

PO #SO03235 was for 2 Chevy Tahoes -	\$65,306.88	Invoice ELLIS CO 1/2, 2/2 dated 10/29/2018 for \$32,653.44 each
Upfit for 2 Tahoes -	<u>\$12,136.40</u>	Invoice CAPQ43470 dated 12/14/2018 for \$12,136.40
	\$77,443.28	

Difference owed between \$77,443.28 and \$74,204.00 is \$3,239.28

### 18-19 Budget Vehicles

Approved \$320,000.00

PO #SO03263 was for 5 Chevy Tahoes -	\$162,692.20	Invoice ELLIS CO 1/5, 2/5, 3/5, 4/5, 5/5 dated 10/29/2018 for \$32,538.44 each
PO #SO03271	\$85,751.61	No invoice yet
PO #19-000010 Cabinets for 5 Tahoes -	<u>\$7,708.28</u>	Invoice 39148 dated 2/22/2019 for \$7,708.28
	\$256,152.09	
PO #19-000005 2 Chevy Tahoes -	<u>\$ 64,976.88</u>	Invoice ELLIS-CH 1/2, 2/2 dated 12/29/2018 for \$32,488.44 each
	\$ 64,976.88	
Total 7 Chevy Tahoes -	\$321,128.97	

Difference owed between \$321,128.97 and \$320,000.00 is \$1,128.97

**Replace Hamilton vehicle lost in flood**

Purchase Requisition sent to get PO cut

No money will need to be moved for this

Insurance money will be moved into Fleet line item and difference will be moved into Fleet line from Seizure

8

Correct invoice relating to

**Fiscal Year 2018 Invoices Paid in 2019**

	Outfitting of Vehicle	CapFleet outfitting	SHERIFF		Innoprise 19-000690	
9/5/2018	100160	2019 CHEVROLET TAHOE 1GNLDEC0KR147231	SHERIFF	\$ 32,653.44	ellisco1/2 KR147231	65,306.88 PO #003235
	100161	2019 CHEVROLET TAHOE 1GNLDEC7KR146366	SHERIFF	\$ 32,653.44	ellisco2/2 KR146366	32,653.44

**\$77,443.28**

original cost of Vehicle \$ 74,204.00

Amount Due \$3,239.28

9

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED  
APR - 3 2019  
COUNTY JUDGE

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0000-303020	Fund Balance	74,204.00
001-0000-303020	Sheriffs Portion	3,239.28

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-508110	Fleet Purchase	74,204.00
001-0140-508110	Fleet Purchase	3,239.28

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 \_\_\_\_\_, 2018/2019

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Approved by County Auditor's Office:



10

QuickReport

001-0010-50806-00000-000	OFFICIAL BOND/DUES	3,450.00	2,553.64	2,580.64	2,580.64	0.00	(27.00)	(1.06%)
001-0010-50807-00000-000	GENERAL MISC	5,000.00	5,000.00	5,145.28	5,145.28	0.00	(145.28)	(2.91%)
001-0010-50808-00000-000	AUTO GAS/OIL	225,000.00	261,034.00	255,942.70	255,942.70	0.00	5,091.30	1.95%
001-0010-50809-00000-000	AUTO REPAIRS	54,000.00	62,395.56	57,634.40	57,634.40	0.00	4,761.16	7.63%
001-0010-50810-00000-000	AUTO TIRES/TIRE RPS	21,500.00	28,288.76	28,288.76	28,288.76	0.00	0.00	0.00%
001-0010-50812-00000-000	RADIO	5,000.00	5,000.00	3,404.10	3,404.10	0.00	1,595.90	31.92%
001-0010-50815-00000-000	MONTHLY DEPUTIES UNIFORM ALLOWANCE	79,680.00	79,680.00	76,240.00	76,240.00	0.00	3,440.00	4.32%
001-0010-50819-00000-000	COMPUTER	29,600.00	31,783.22	31,783.22	31,783.22	0.66	(0.66)	0.00%
001-0010-50820-00000-000	LEOSE TRAINING	0.00	70,242.51	23,060.00	23,060.00	0.00	47,182.51	67.17%
001-0010-50821-00000-000	UNIFORM EXPENSE	3,925.00	3,987.18	4,192.93	4,192.93	0.00	(205.75)	(5.16%)
001-0010-50824-00000-000	COLLISION REPAIR	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00%
001-0010-50834-00000-000	CRIME SCENE	20,000.00	20,000.00	18,904.43	18,904.43	0.00	1,095.57	5.48%

QuickReport Report

001-0010-50835-00000-000	EMPLOYEE TRAINING	15,500.00	15,308.78	<u>15,138.78</u>	<u>0.00</u>	170.00	1.11%
001-0010-50840-00000-000	IMPREST FUNDS	15,000.00	15,000.00	<u>12,500.00</u>	<u>0.00</u>	2,500.00	16.67%
001-0010-50847-00000-000	PROMOTIONAL & PRINTING	2,250.00	911.88	<u>911.88</u>	<u>0.00</u>	0.00	0.00%
001-0010-50865-00000-000	PRE-EMPLOYMENT SCREENING	6,500.00	1,460.00	<u>1,460.00</u>	<u>0.00</u>	0.00	0.00%
001-0010-50868-00000-000	CONTRACT SERVICES	92,240.00	100,899.29	<u>98,833.37</u>	<u>0.00</u>	2,065.92	2.05%
001-0010-50870-00000-000	ESTRAY	2,500.00	(10,589.30)	<u>(10,589.30)</u>	<u>0.00</u>	0.00	0.00%
001-0010-50884-00000-000	AUTO INSURANCE	32,000.00	26,284.00	<u>26,284.00</u>	<u>0.00</u>	0.00	0.00%
001-0010-50885-00000-000	SALES TAX	100.00	100.00	<u>(15.31)</u>	<u>0.00</u>	115.31	115.31%
001-0010-50888-00000-000	COMPUTER SERVICE	92,950.00	166,610.49	<u>170,347.21</u>	<u>0.00</u>	(3,736.72)	(2.24%)
001-0010-50889-00000-000	TRANSPORT EXPENSE	11,500.00	12,886.57	<u>12,529.49</u>	<u>0.00</u>	357.08	2.77%
001-0010-50901-00000-000	K-9 SUPPLIES	10,500.00	10,500.00	<u>2,366.80</u>	<u>0.00</u>	8,133.20	77.46%

QuickReport Report

14500010

001-0010-50902-00000-000	CRIME PREVENTION	5,000.00	4,721.80	4,721.80	4,721.80	0.00	0.00	0.00%	
001-0010-50904-00000-000	ANIMAL CONTROL	3,000.00	2,645.44	2,645.44	2,645.44	0.00	0.00	0.00%	
001-0010-50905-00000-000	JAIL PETTY CASH	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00%	
001-0010-50938-00000-000	DWI WARRENT REVIEWS	10,000.00	10,000.00	2,550.00	2,550.00	0.00	7,450.00	74.50%	
001-0010-50946-00000-000	DISPATCH EQUIPMENT	2,750.00	2,750.00	2,742.83	2,742.83	0.00	7.17	0.26%	
001-0010-50947-00000-000	DISPATCH SUPPLIES	2,000.00	2,000.00	1,564.46	1,564.46	0.00	435.54	21.78%	
Total Expenditures		\$9,537,671.00	\$9,691,521.59	\$9,335,545.14	\$9,335,545.14	\$	0.67	\$355,975.78	3.67%
Total for DEPT 0010: SHERIFF		\$9,537,671.00	\$9,691,521.59	\$9,335,545.14	\$9,335,545.14	\$	0.67	\$355,975.78	3.67%

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

Account Number	Account Name	CYTD Original Budget	CYTD Revised Budget	P-T-D Expenditures	Y-T-D Expenditures	ITD Encumbrances	Available Budget	CYTD Percent of Budget Remaining
FUND 001: GENERAL FUND								
DEPT 0010: SHERIFF								
<b>EXPENDITURES</b>								
001-0010-50501-00000-000	SHERIFF'S SALARY	\$ 90,780.00	\$ 90,780.00	\$ 90,780.04	\$ 90,780.04	\$ 0.00	\$ (0.04)	0.00%
001-0010-50502-00000-000	SHERIFF'S STAFF SALARIES	6,074,322.00	6,074,322.00	5,870,117.42	5,870,117.42	0.00	204,204.58	3.36%
001-0010-50503-00000-000	CERTIFICATION PAY	46,800.00	46,800.00	45,800.00	45,800.00	0.00	1,000.00	2.14%
001-0010-50505-00000-000	LONGEVITY	19,800.00	19,800.00	17,130.00	17,130.00	0.00	2,670.00	13.48%
001-0010-50550-00000-000	HOSPITALIZATION/HEALTH	1,166,000.00	1,166,000.00	1,166,000.00	1,166,000.00	0.00	0.00	0.00%
001-0010-50553-00000-000	SOCIAL SECURITY	482,821.00	482,821.00	443,886.34	443,886.34	0.00	38,934.66	8.06%
001-0010-50554-00000-000	RETIREMENT	707,506.00	707,506.00	680,606.36	680,606.36	0.00	26,899.64	3.80%
001-0010-	MILEAGE REIMBURSEMENT	327.00	0.00	0.00	0.00	0.00	0.00	0.00%





# Agenda Item MEMO

**SUBJECT:** Request for Budget Amendment

**MEETING DATE:** Tuesday, April 9, 2019

**DEPARTMENT:** Audit Department

**CONTACT:** Miykael Reeve, CGFO  
County Auditor

RECEIVED  
APR - 3 2019  
COUNTY JUDGE

---

## SUMMARY

And invoice was submitted for payment that was budgeted in prior year.

## SUPPORTING MATERIALS:

Attached is the Follow:

1. The minutes from August 28, 2018 containing Minute order 372.18 where the original repairs were approved. (2 pages)
2. The purchase order issued 9/7/18 S003240 for \$110,000 for the Radio Tower Project.
3. The invoice submitted for payment  
Crosspoint \$107,100.70
4. Budget amendment request prepared by Auditors office.

## BACKGROUND INFORMATION:

This was approved for additional repairs to the Tower. This is the first invoice on the \$110,000. We are requesting that we move the funding from prior year to current to pay the invoice. Please see the attached documentation.

**MINUTE ORDER 368.18 (3.13) APPROVING INTERLOCAL WORK ORDER FOR THE CITY OF PALMER ON WILSON ROAD, TO INCLUDE RECLAIMING AND RESURFACING WITH 2 COATS OF CHIPSEAL. – RANDY STINSON, COMMISSIONER PCT 1**

**MOTION TO APPROVE BY COMMISSIONER STINSON, SECOND BY COMMISSIONER GRAYSON CARRIES UNANIMOUSLY**

**MINUTE ORDER 369.18 (3.14) APPROVING COUNTY JUDGE TO SIGN THE TEXAS WORKFORCE INFORMATION RELEASE CONTRACT FOR THE ELLIS COUNTY AND DISTRICT ATTORNEY'S OFFICE FOR ONLINE ACCESS TO CONFIDENTIAL INFORMATION CONTAINED IN UNEMPLOYMENT INSURANCE RECORDS. THE CONTRACT COST IS \$1,500.00 A YEAR FOR THREE YEARS, FOR A TOTAL OF \$4,500.00, BEGINNING SEPTEMBER 1, 2018. – VANCE HINDS, ASSISTANT COUNTY & DISTRICT ATTORNEY**

**MOTION TO APPROVE BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY CARRIES UNANIMOUSLY**

**AGENDA ITEMS 3.15&3.16...MINUTE ORDERS 370.18 – 371.18...LANE GRAYSON COMMISSIONER PCT 2**

**MINUTE ORDER 370.18 (3.15) AUTHORIZING FUNDING FOR STRUCTURAL REPAIRS TO CHAMBERS CREEK FRS NO. 126 PURSUANT TO THE EXISTING AGREEMENT BETWEEN ELLIS COUNTY AND THE ELLIS PRAIRIE SOIL AND WATER CONSERVATION DISTRICT (ECPWSCD) IN EXCHANGE FOR PROJECT ADMINISTRATION. THE EPSWCD AGREES TO TRANSFER THE TECHNICAL ADMINISTRATION FUNDS FOR THE PROJECT AT THE COMPLETION OF CONSTRUCTION TO ELLIS COUNTY. – TED KANTOR, COUNTY ENGINEER**

**MINUTE ORDER 371.18 (3.16) APPROVING TRANSFER OF ADMINISTRATION DUTIES AND ADMINISTRATION FEE FROM THE ELLIS PRAIRIE SOIL AND WATER CONSERVATION DISTRICT TO THE ELLIS COUNTY ENGINEERING DEPARTMENT FOR THE STRUCTURAL REPAIR PROJECT ON CHAMBERS CREEK FRS NO. 126. – TED KANTOR, COUNTY ENGINEER**

**MOTION TO APPROVE 3.15 AND 3.16 BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER PERRY CARRIES UNANIMOUSLY**

**MINUTE ORDER 372.18 (3.17) APPROVING REPAIRS AND UPGRADES TO THE CURRENT RADIO SYSTEM, AUTHORIZING EXPENDITURE OF UP TO \$110,000 – CHUCK EDGE, SHERIFF**

**MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON CARRIES UNANIMOUSLY**

**NO ACTION (3.18) APPROVAL OF AGREEMENT BETWEEN ELLIS COUNTY AND ITALY ISD ALLOWING ECSO TO UTILIZE A ROOM AT THE ITALY HIGH SCHOOL. REQUEST IS FOR APPROVAL TO FINALIZE THE DOCUMENT, AND THEN AUTHORIZE COUNTY JUDGE TO SIGN THE AGREEMENT. – CHUCK EDGE, SHERIFF**

**MINUTE ORDER 373.18 (3.19) DECLARING UNSERVICEABLE BLANKETS AS SURPLUS AND AUTHORIZING DONATION OF THE BLANKETS TO ELLIS COUNTY SPCA. – CHUCK EDGE, SHERIFF**

**MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER BUTLER CARRIES UNANIMOUSLY**

**MINUTE ORDER 374.18 (3.20) APPROVING CHANGE ORDERS FOR INNOPRISE SOFTWARE IN THE AMOUNT OF \$17,480. – MIYKAEL REEVE, AUDITOR**

**MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON CARRIES UNANIMOUSLY**

**ELLIS COUNTY COMMISSIONERS COURT  
OFFICIAL MINUTES // AUGUST 28, 2018**

THE ELLIS COUNTY COMMISSIONERS' COURT MET ON TUESDAY, AUGUST 28, 2018, 10:00 A.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2ND FLR), 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING DISCUSSED AND CONSIDERED, TO-WIT:

**COUNTY JUDGE: CAROL BUSH**

**COUNTY CLERK: TINA CHAMBERS**

**COMMISSIONERS:**

**ASSISTANT COUNTY ATTORNEY: VANCE HINDS**

**RANDY STINSON, COMMISSIONER PCT 1**

**LANE GRAYSON, COMMISSIONER PCT 2**

**PAUL PERRY, COMMISSIONER PCT 3**

**KYLE BUTLER, COMMISSIONER PCT 4**

**OPENING COURT**

THE COUNTY JUDGE CALLS MEETING TO ORDER, DECLARES QUORUM AND DECLARES NOTICES LEGALLY POSTED PURSUANT TO OPEN MEETINGS ACT.

MOTION TO OPEN COURT BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER PERRY CARRIES UNANIMOUSLY

INVOCATION AND PLEDGE OF ALLEGIANCE – COMMISSIONER PAUL PERRY

PUBLIC COMMENT\*- MEMBERS OF THE PUBLIC WILL HAVE THE OPPORTUNITY TO MAKE THEIR COMMENTS AT THE TIME THE AGENDA ITEM IS BEING ADDRESSED.

**MINUTE ORDER NO 350.18 APPROVING CONSENT AGENDA**

**ADMINISTRATIVE:**

**A1 APPROVING REGULAR BILLS, PAYROLL, AND OFFICERS' REPORTS**

**A2 ACCEPTING BOND OF THE PURCHASING AGENT.**

**FINANCIAL:**

**F1 FROM 001-0210-40719 CHAPTER 19 FUNDING \$946.50 To 001-0210-50800 CHAPTER 19 EXPENSES \$946.50. – JANA ONYON, ELECTIONS ADMINISTRATOR**

**F2 FROM 001-0380-50801 SUPPLIES \$457.00 To 001-0380-50806 OFFICIAL BOND/DUES \$457.00. – JUDGE JIM CHAPMAN, COUNTY COURT AT LAW #1**

**F3 FROM 005-0703-50807 GEN/Misc \$2,000.00 To 005-0703-50913 CHEMICALS \$2,000.00. – PAUL PERRY, COMMISSIONER PCT 3**

**F4 FROM 001-0050-50802 EQUIPMENT \$170.00; 001-0050-50809 AUTO REPAIR \$500.00 To 001-0050-50803 FURNITURE/FIXTURES \$170.00; 001-0050-50843 4H TRAVEL \$500.00. – MARK ARNOLD, AG EXTENSION OFFICE**

**F5 FROM 010-0653-50906 FM2 CULVERTS \$6,000.00 To 010-0653-50909 FM2 REPAIRS PARTS \$6,000.00. – LANE GRAYSON, COMMISSIONER PCT 2**

SHERIFFS OFFICE  
300 S. JACKSON  
WAXAHACHIE, TX 75165

S003240

972-825-4901

09/07/18

03247            0        09/07/18

DFW COMMUNICATIONS, INC.  
CROSSPOINT COMMUNICATIONS  
501 DUNCAN PERRY RD.  
ARLINGTON, TX 76011  
USA

SHERIFFS OFFICE  
300 S. JACKSON  
WAXAHACHIE, TX 75165

**RECEIVED**  
**APR - 3 2019**  
**COUNTY JUDGE**

SHERIFFS OFFICE

972-825-4901

1	RADIO TOWER PROJECT FOR REPAIRS AND UPGRADES ACCOUNT DISTRIBUTION: 001-0140-50887-00000-000	39000.00  39000.00	39000.00
2	RADIO ACCOUNT DISTRIBUTION: 001-0140-50859-00000-000	71000.00  71000.00	71000.00

	SUB-TOTAL	110000.00
	TAX	0.00
	SHIPPING AND HANDLING CHARGE	0.00

AREA : PURCHASING AGENT

110000.00

Jodi Platt



# Invoice #1000588

501 Duncan Perry Rd.  
Arlington TX 76011  
United States

3/27/2019

## TOTAL

# \$107,100.70

Due Date: 4/26/2019

Terms	Due Date	PO #	Sales Rep	Shipping Method
Net 30	4/26/2019	Chris Hamilton	SHAWN SCOTT	

Bill To  
Sheriff's Office  
Ellis County Sheriffs Office  
109 S. Jackson St.  
Waxahachie TX 75165  
United States

**RECEIVED**  
**APR - 3 2019**  
**COUNTY JUDGE**

Quantity	Item	Options	Rate	Amount
1	<b>Labor Install</b> Install Cathodic Protection		\$18,000.00	\$18,000.00
1	<b>Labor Install</b> Remove Items not in use on Tower Site		\$5,880.00	\$5,880.00
1	<b>Labor Install</b> Repair & Re-lamp Tower Red Light System		\$4,140.00	\$4,140.00
1	<b>Labor Install</b> Replace Existing Wires & Hardware		\$55,680.70	\$55,680.70
1	<b>Labor Install</b> Tower Structure in FAA Guidelines & Hale Chart		\$18,900.00	\$18,900.00
1	<b>Tower Crew</b> Tower Crew		\$4,500.00	\$4,500.00

Ship To  
Sheriff's Office  
Ellis County Sheriffs Office  
109 S. Jackson St.  
Waxahachie TX 75165  
United States

**Subtotal** \$107,100.70  
**Tax Total (%)** \$0.00

**Total** \$107,100.70

Remit To:  
Crosspoint Communications  
501 Duncan Perry Rd  
Arlington, TX 76011



**ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT**

**RECEIVED**  
**APR - 3 2019**  
**COUNTY JUDGE**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

**TRANSFER FROM:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0000-303020	Fund Balance	110,000.00

**TRANSFER TO:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0140-508870	Radio Tower Project	110,000.00

\_\_\_\_\_  
*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 \_\_\_\_\_, 2018/2019

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Approved by County Auditor's Office: 

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

March 18, 2019

Mr. Byron Gentry  
Ellis County RB Precinct #3  
933 College Street  
Italy, Texas 76651

Re: Emissions Reduction Incentive Grants (ERIG) Contract Number 582-19-93086-0249

Dear Mr. Gentry:

Your application for a Texas Emissions Reduction Plan (TERP) ERIG grant has been approved. The Texas Commission on Environmental Quality (TCEQ) is pleased to provide you with two (2) copies of a grant contract for acceptance and signature by the Authorized Official.

If you accept the grant, return the signed copies to us within seven (7) days. If you need more time, please contact us to arrange for an extension to this deadline. Notify us immediately in writing if you wish to decline the grant.

We have a short timeframe to execute our grant contracts. Therefore, we will not be able to consider any changes at this time. However, during the contract term we will consider requests for minor changes to the extent to which the project can be changed from the original proposal.

Please return **BOTH** original contracts, signed and dated in **BLUE** ink by the **AUTHORIZED OFFICIAL**, to:

Attn: Ms. Debbie Horseman  
Air Quality Division, MC-204  
Texas Commission on Environmental Quality  
12100 Park 35 Circle  
Austin, TX 78753

When we receive the signed contracts, we will sign for TCEQ and provide you with an original executed copy. The contract will then be in effect. Thank you for your participation in this important program. If you have any questions about your grant contract, please contact TCEQ at (800) 919-TERP (8377).

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Walton".

Joe Walton, Manager  
Implementation Grants Section  
Air Quality Division  
Texas Commission on Environmental Quality

JW/ji

Enclosures



**Texas Commission on Environmental Quality  
Grant Agreement for  
EMISSIONS REDUCTION INCENTIVE GRANTS PROGRAM  
CONTRACT SIGNATURE PAGE**

<b>Contract Name</b>	<b>Emissions Reduction Incentive Grants Program</b>
<b>Contract No.</b>	582-19-93086-0249
<b>PERFORMING PARTY Name</b>	Ellis County RB Precinct #3
<b>Total Contract Amount Not To Exceed</b>	\$40,000.00

Contract Effective Date	Purchase Expiration Date	Request for Reimbursement Deadline	Contract Expiration Date
The Effective Date of this Contract is the date on which the Contract is signed by the last of the parties to sign.	April 30, 2021	Forty-five (45) days after the Purchase Expiration Date	August 31, 2028

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas and the named PERFORMING PARTY enter this Agreement (Contract) for the purpose of providing financial assistance for emissions reduction projects as authorized by Texas Health and Safety Code Chapter 386. The Parties agree: the PERFORMING PARTY will conduct the Grant Activities required by the Contract; and the TCEQ will reimburse authorized Allowable Costs in accordance with the Texas Uniform Grant Management Standards and the Contract.

<b>Authorized Official</b>	<b>Texas Commission on Environmental Quality (TCEQ)</b>	<b>Ellis County RB Precinct #3 (PERFORMING PARTY)</b>
By (Authorized Signature):		
Printed name:	Joe Walton	Mr. Todd Little
Title:	Manager, Implementation Grants Section	Judge
Date of Signature:		

<b>Project Representative</b>	<b>Texas Commission on Environmental Quality (TCEQ)</b>	<b>Ellis County RB Precinct #3 (PERFORMING PARTY)</b>
Grant Manager Name:	Joe Walton	Mr. Byron Gentry
Contact Numbers:	(512) 239-4143	(972) 825-5340
Contact and Address for Notices:	TCEQ P.O. Box 13087 (MC-204) Austin, TX 78711-3087	Ellis County RB Precinct #3 P.O. Box 396 Italy, TX 76651

This page intentionally left blank.

## GENERAL CONDITIONS

for

### EMISSIONS REDUCTION INCENTIVE GRANTS PROGRAM (ERIG)

#### ARTICLE 1. DEFINITIONS

Unless defined herein, terms in this Agreement and Contract Documents will have the meanings provided in the Texas Uniform Grant Management Standards (UGMS) or the *Guidelines for Emissions Reduction Incentive Grants (RG-388)*. The following terms have the meanings indicated.

1.1 Activity Life - the time period established by the TCEQ and designated in the Scope of Work that is used to determine the emissions reductions and cost effectiveness of the activity. The start date for the Activity Life will be established by the TCEQ. The TCEQ will notify the PERFORMING PARTY in writing of the Activity Life start and end dates for each activity upon completion of all reimbursements under this Agreement, submission by the PERFORMING PARTY and acceptance by TCEQ of the final disposition verification forms if required, and confirmation of initiation of TERP GPS Monitoring Service (TGMS) service if required. For replacement and repower activities, the Activity Life usually begins on the date the TCEQ has verified that proper disposition of the vehicle, equipment, or engine has occurred. For other types of activities, the start date will normally be set as the date on which the grant-funded purchases are completed and the reduced-emissions vehicle, equipment, engine, retrofit device, and/or infrastructure were placed into service.

1.2 Annual Usage - the use factor designated by the TCEQ in the Scope of Work based on the hours of operation, miles traveled, or fuel consumption. The PERFORMING PARTY's performance and accurate reporting of Annual Usage requirements is material to achieving the emissions reductions calculated in awarding the grant.

1.3 Application - the application for an ERIG grant submitted by the PERFORMING PARTY including any amendments or supplemental conditions added to the application. An Application may include one or more Supplemental Forms, which pertain to the individual activities to be conducted under the grant. The Application is used to develop the Scope of Work of this contract. In case of conflict between the Application and Scope of Work, the Scope of Work will take precedence.

1.4 Authorized Official - the Authorized Official of the TCEQ and the PERFORMING PARTY, as designated in writing elsewhere in the Agreement. The individual authorized to sign legal documents on behalf of the TCEQ and the PERFORMING PARTY.

1.5 Baseline Cost - an amount designated by the TCEQ in the Approved Application to reflect the costs that would otherwise be incurred by the PERFORMING PARTY in the normal course of business, as determined according to the provisions of the *Guidelines for the Emissions Reduction Incentive Grants (RG-388)*.

1.6 Effective Date of the Agreement - the date indicated in the Agreement on which the Agreement becomes effective; but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign and deliver.

1.7 Eligible Counties - the counties designated as affected counties in 386.001(2), Texas Health and Safety Code, and the additional counties included in a non-attainment area designated by the TCEQ. The TCEQ may designate a sub-set of these counties as eligible counties for each grant round. The eligible counties applicable to this contract are listed in the ERIG Request for Grant Applications and in the ERIG Application.

1.8 Final Completion - the Grant Activities are completed in the judgment of the TCEQ. This will usually occur upon the completion of the longest-running Activity Life of the Grant Activities under this Agreement.

1.9 Global Positioning System (GPS) - a space-based, radio-positioning system nominally consisting of a minimum 24-satellite constellation that provides navigation and timing information to military and civilian users worldwide.

1.10 Grant Activity/Activities - activities the PERFORMING PARTY has agreed to perform under this Contract that are detailed in the Scope of Work.

- 1.11 Grant Agreement - means the agreement between TCEQ and the PERFORMING PARTY in writing, consisting of the documents listed in Article 9, Contract Documents. The term Grant Agreement shall be used interchangeably as "Agreement", "Contract", or "grant".
- 1.12 Grant Equipment - the equipment, real property, vehicles, qualifying fuel, infrastructure, processes and technology, and the related goods and services in a Grant Activity for which the cost of purchase, lease, or utilization is reimbursed by the TCEQ under the Agreement. The term includes replacements for the Grant Equipment which is lost, stolen, or irreparably damaged.
- 1.13 Incremental Costs - the cost of an approved activity less a baseline cost that would otherwise be incurred by the PERFORMING PARTY in the normal course of business, as determined according to the provisions of the *Guidelines for the Emissions Reduction Incentive Grants (RG-388)*.
- 1.14 Intracoastal Waterway - the intracoastal waterway of Texas, as designated by official maps and charts published by the State of Texas.
- 1.15 Minor Change - a written document which provides for minor changes in the work in accordance with these General Conditions, but which does not involve a change in the Contract Amount or the Contract Period.
- 1.16 Monitoring Report - periodic written reports required during the Activity Life of a grant project to verify compliance with the Annual Usage requirements of the Scope of Work.
- 1.17 NO<sub>x</sub> - nitrogen oxides (NO<sub>x</sub>) are a class of pollutants formed when fuel is burned at a very high temperature (above 1200° F), such as in automobiles and power plants. For air pollution purposes, it is composed primarily of nitric oxide (NO), nitrogen dioxide (NO<sub>2</sub>), and other oxides of nitrogen, and it plays a major role in the formation of ground-level ozone in the atmosphere through a complex series of reactions with volatile organic compounds (VOCs).
- 1.18 Optimum Performance - the level of performance at which Grant Equipment functions in order to achieve the anticipated emissions reductions.
- 1.19 PERFORMING PARTY - the grant recipient indicated on the signature page of this Agreement, also referred to in this agreement as the "grantee".
- 1.20 Period of Funds Availability - time period by the end of which the costs for Grant Equipment must be incurred and paid. This date is identified on the Signature Page as the Purchase Expiration Date.
- 1.21 Project Representative - the Project Representative of the TCEQ and the PERFORMING PARTY, as designated in writing elsewhere in the Agreement. All communications, original contracts and related documents, and written correspondence to either party will be addressed and delivered to the party's Project Representative or his or her designee.
- 1.22 Repower - replacement of an existing diesel engine with a different engine, according to the criteria of the *Guidelines for the Emissions Reduction Incentive Grants (RG-388)*.
- 1.23 Scope of Work - the contract document detailing the requirements of the Grant Activities.
- 1.24 State - means the State of Texas.
- 1.25 Termination - means a permanent end and cessation of the Agreement because: the Period of Funds Availability has expired without completion of purchases eligible for reimbursement; all requirements of this Agreement are completed within the sole discretion of the TCEQ; the PERFORMING PARTY has requested termination and repaid funds as allowed by Section 21.7; or the Agreement is ended by action of the TCEQ for cause or for convenience. The Date of Termination is the date of expiration of the period of funds availability, or the date of completion of all requirements of this Agreement, or the effective date of action by the TCEQ ending the Agreement for cause or for convenience, as applicable.
- 1.26 TERP GPS Monitoring Service (TGMS) - equipment and services used to aid TCEQ and the PERFORMING PARTY in recording usage data.
- 1.27 TERP GPS Monitoring Service (TGMS) Contractor - the company, selected by TCEQ through the competitive bid process, which furnishes equipment, installation/removal, and report services, both online and by report generation, to aid TCEQ and the PERFORMING PARTY in recording usage data.
- 1.28 TCEQ - the Texas Commission on Environmental Quality.

1.29 Written Amendment - a document signed by the PERFORMING PARTY and the TCEQ which authorizes an addition, deletion, or revision of the Grant Activities, or an adjustment in the Contract Amount or the Contract Period, issued on or after the Effective Date of the Agreement.

## ARTICLE 2. GOVERNING STANDARDS

This Agreement is subject to: (1) Chapter 386, Texas Health and Safety Code; (2) the Uniform Grant and Contract Management Act, Texas Government Code, Section 783.001 et seq., and the Texas Uniform Grant Management Standards (UGMS); (3) the *Guidelines for the Emissions Reduction Incentive Grants (RG-388)*; (4) 30 Texas Administrative Code Sections 114.620-114.629; (5) Appropriations Act of the 85th Texas Legislature pertaining to appropriation of funds to TCEQ for grants, etc. and grants by state agencies; (6) Texas Government Code Chapter 2261 (pertaining to cost reimbursement contracts); (7) Local Government Code Chapter 391 and implementation rules of the Governor's Office of Budget, Planning, and Policy (pertaining to costs for entities defined as Councils of Government, etc.); (8) Texas Government Code Section 556.0055 (pertaining to lobbying); (9) TCEQ rules and policies (pertaining to TCEQ contracts and grants); and (10) other applicable Federal and State rules and statutes.

## ARTICLE 3. PURPOSE

The purpose of this Agreement is to provide a grant to financially assist the PERFORMING PARTY in implementing the Grant Activities, thereby creating verifiable emissions reductions through monitored, enforceable performance of activities detailed in the Scope of Work. Incentive funding is available for activities that will reduce the emissions of nitrogen oxides (NO<sub>x</sub>) in designated eligible counties in Texas.

## ARTICLE 4. FUNDS

4.1 **Amount Limits on Funds.** The TCEQ will reimburse the PERFORMING PARTY for the costs of the conforming Grant Activities. The maximum TCEQ reimbursement amount is shown on the Signature Page. Eligibility for reimbursement is subject to a fully-executed Grant Agreement. There is no guaranteed minimum amount of reimbursement.

4.2 Section 386.106, Texas Health and Safety Code, sets limits on the amount of grant awards. To ensure these limits are not exceeded, the TCEQ may reduce reimbursement amounts as necessary.

4.3 **Time Limits on Funds (Period of Funds Availability).** Costs to be reimbursed under this Contract must be incurred and paid by the Purchase Expiration Date as identified on the Signature Page of this Contract.

4.4 Reimbursement is limited to costs determined by the TCEQ in its sole discretion as eligible.

4.5 The maximum TCEQ reimbursement amount is not a guarantee of payment. The actual amount of reimbursement may be less than the maximum and will be determined by the TCEQ.

## ARTICLE 5. CONTRACT PERIOD

5.1 This Contract will commence on the Effective Date of the Contract.

5.2 The PERFORMING PARTY may begin the Grant Activities at its own risk prior to receiving a fully executed Grant Agreement.

5.3 The Contract Period shall be the period of time from the Contract Effective Date through the Contract Expiration Date listed on the Signature Page of this Contract, or the completion of the Reporting Period as specified in the Scope of Work, whichever is earlier; unless the Contract is otherwise terminated or extended in accordance with its terms.

5.4 Due to the time limitations on availability of the grant funds, the TCEQ's obligation to reimburse the PERFORMING PARTY's allowable costs incurred and paid during this Period of Funds Availability shall expire forty-five (45) days after the Period of Funds Availability. If no reimbursement has been requested as of this date, this Contract will terminate without any further obligations to either party.

5.5 This Contract shall immediately terminate at the end of any state fiscal year for which the Texas Legislature fails to appropriate and/or to provide sufficient funds in the subsequent fiscal year necessary to perform this Contract.

## ARTICLE 6. ELIGIBLE ACTIVITIES

6.1 Subject to the provisions of this Article, the PERFORMING PARTY agrees to complete all Grant Activities as described in the Scope of Work and in accordance with the Contract Documents.

6.2 The TCEQ may accept performance of a reduced number of the individual Grant Activities listed in the Scope of Work, at its sole discretion, and reimburse the PERFORMING PARTY for only those Grant Activities for which eligible purchases are completed. This does not affect or waive the usage or reporting requirements for the reimbursed Grant Activities.

6.3 For replacement activities, the vehicle or piece of equipment being acquired under a grant may not have been acquired prior to the opening of the grant application period, unless otherwise approved by the TCEQ.

6.4 For activities other than replacement activities, eligible costs submitted for reimbursement under a grant may not have been incurred prior to 12 months before the end date of the application period, unless otherwise expressly authorized in writing by the TCEQ.

## ARTICLE 7. FUNDING, LEGAL AUTHORITY, AND LIABILITY

7.1 This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to and limited to those funds which are both: 1) appropriated by the Texas Legislature for the purposes of this Agreement and 2) actually received and deposited into an account of the treasury dedicated to the TCEQ for the purposes of this Agreement.

7.2 Any state funds provided are appropriated to TCEQ under the Appropriations Act (Senate Bill 1) of the 85th Texas Legislature and expenditure is authorized by Chapter 386, Texas Health and Safety Code.

7.3 This Agreement is entered into by and between the TCEQ and the PERFORMING PARTY pursuant to Chapter 386, Texas Health and Safety Code. Further authority is contained in the Texas Water Code, Chapter 5, Subchapter D, Section 5.124 (Authority to Award Grants) and Section 5.229, pertaining to the TCEQ's general authority to enter contracts.

## ARTICLE 8. REPRESENTATIONS

The PERFORMING PARTY hereby ratifies and attests to all representations and certifications in the Application and agrees to give prompt written notice to the TCEQ if there is any material change in these representations or certifications.

## ARTICLE 9. CONTRACT DOCUMENTS

9.1 The Contract Documents which comprise the entire Agreement between TCEQ and the PERFORMING PARTY are (in order of precedence in the event of conflicts):

- 9.1.1. Contract Signature Page.
- 9.1.2. The Scope of Work.
- 9.1.3. The ERIG Special Conditions.
- 9.1.4. The ERIG General Conditions.
- 9.1.5. The *Guidelines for the Emissions Reduction Incentive Grants (RG-388)*.
- 9.1.6. The TCEQ Request for Grant Applications, incorporated herein by reference.
- 9.1.7. The PERFORMING PARTY's Original ERIG Application, and any supplemental documentation submitted by the PERFORMING PARTY in support of the Application or grant award, incorporated herein by reference.
- 9.1.8. The following which may be delivered or issued after the Effective Date of the Contract and are not attached: all written Notices to Proceed, Amendments, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

9.2 The information and data provided in the Application submitted by the PERFORMING PARTY may have been altered after submittal to the TCEQ, to ensure that the information in the application is accurate. The

PERFORMING PARTY has reviewed the Scope of Work (a Contract Document) and hereby ratifies, adopts, and agrees to all such alterations contained within the Scope of Work.

9.3 There are no Contract Documents other than those listed above in this Article. The Contract Documents may be amended, modified, or supplemented only as provided in the General Conditions.

9.4 A listed document includes all amendments to the document.

## **ARTICLE 10. ELIGIBILITY FOR COST REIMBURSEMENT**

10.1 The TCEQ will reimburse the PERFORMING PARTY for those costs which are eligible for reimbursement in accordance with all requirements. Costs are considered eligible for reimbursement when the TCEQ, in its sole discretion, determines that the costs are the reasonable, necessary, actual, and allowable costs of implementing the Grant Activities listed in the Scope of Work. Costs must be included in the Scope of Work to be eligible for reimbursement. Determinations of eligibility for reimbursement are solely within the discretion of the TCEQ.

10.2 For any Grant Activity where the Grant Equipment will be acquired and used under a lease or lease-purchase agreement, the period of the lease agreement must extend for the Activity Life for each Grant Activity, or, if the lease terminates earlier, the lease must contain a binding commitment for the PERFORMING PARTY to pay any remaining costs and to take ownership of and title to the Grant Equipment. An option to buy at the end of the lease term, without a binding commitment on the part of the PERFORMING PARTY, shall not be sufficient to satisfy this provision.

### ***Procurement***

10.3 The PERFORMING PARTY agrees to follow all the requirements of the Texas Uniform Grant Management Standards (UGMS) just as if the PERFORMING PARTY were a covered local government grantee (except that the applicable cost principles are those listed as corresponding to the PERFORMING PARTY's classification in UGMS, Part III State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C, \_\_\_\_22 Allowable Costs, e.g., for-profit organization, private non-profit, etc.). The UGMS document is located on the internet at the following address:

<https://comptroller.texas.gov/purchasing/docs/ugms.pdf>

### ***Reasonable Costs***

10.4 Reasonableness of costs depends upon a variety of considerations and circumstances, including:

- 10.4.1. whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the PERFORMING PARTY's business or the contract performance;
- 10.4.2. generally accepted sound business practices, arm's length bargaining, and federal and state laws and regulations;
- 10.4.3. the PERFORMING PARTY's responsibilities to the TCEQ, other customers, the owners of the business, employees, and the public at large; and
- 10.4.4. any significant deviations from the PERFORMING PARTY's established practices.

### ***Necessary Costs***

10.5. Necessary costs include costs which are directly attributable to the implementation of the Grant Activities and must be included in the Scope of Work.

10.6. Unless expressly authorized by the TCEQ, necessary costs do not include:

- 10.6.1. the cost of money; or
- 10.6.2. the interest charges on a purchase money loan or on a deferred payment purchase agreement;  
or
- 10.6.3. the cost of converting from a lease to a purchase at the end of the lease period.

### ***Actual Costs***

10.7 The criteria for actual costs include:

- 10.7.1. the direct Incremental Costs of implementing the Grant Activities; or

10.7.2. the true price charged by a vendor/contractor to the PERFORMING PARTY for implementing the Grant Activities.

10.8 Unless expressly authorized by the TCEQ, actual costs do not include:

10.8.1. amounts deducted from the true price of the purchase or lease acquisition of Grant Equipment whether as discounts, rebates, refunds or otherwise;

10.8.2. amounts which the PERFORMING PARTY owes or agrees to pay a vendor or contractor for any purpose other than the implementation of Grant Activities;

10.8.3. amounts in the charges which a vendor/contractor intends to return to PERFORMING PARTY in the form of cash, goods, services, gifts, intangibles, discounts or any other items of value;

10.8.4. baseline costs designated by the TCEQ in the Application reflecting the costs that would otherwise be incurred by the PERFORMING PARTY in the normal course of business; or

10.8.5. amounts which are reimbursed by other public sources or for which tax credits or other public financial incentives are, or will be, received by the PERFORMING PARTY.

10.9 The PERFORMING PARTY's documentation of expenses is required under Article 19 of these General Conditions.

#### ***Allowable Costs***

10.10 In order to be allowable, costs must be included in the Scope of Work, and must satisfy the requirements of: this Agreement, the UGMS, state agency rules, and all applicable state and federal laws.

#### ***Consulting (Application Assistance) Fees***

10.11 Any fees charged by a consultant for preparation of the Application, either directly or as an addition to the cost basis of the grant-funded vehicle, equipment, or engine, are the sole responsibility of the PERFORMING PARTY or the vendor and are not an allowable cost under this Agreement. All purchase decisions must be based on sound business practices and arm's length bargaining. It is generally considered acceptable for an applicant to accept assistance from a vendor or an agent of a vendor in preparing the Application, as long as any decision by the applicant to purchase the grant-funded vehicle or equipment from that vendor is made independently and meets the other reasonableness provisions in the grant contract. However, if the consultant is paid directly by the applicant to complete the Application or to act as the PERFORMING PARTY's agent for the grant process, purchases of Grant Equipment from an entity in which the consultant has an interest will not normally be considered appropriate by the TCEQ under the reasonableness requirements of this Agreement.

10.12 Unless otherwise approved in advance by the TCEQ, fees for a third-party consultant hired by the PERFORMING PARTY to manage and administer the grant-funded activities, including coordination of the work and submission of reports and paperwork to the TCEQ, will be considered administrative costs of the PERFORMING PARTY and are not allowable under this Agreement. This provision does not limit the ability of an equipment vendor or installer to include ordinary, reasonable, and necessary operational costs in the price of the vehicle, equipment, or installation services.

#### ***Preapproval of Costs***

10.13 The TCEQ may request additional details regarding costs listed in the Scope of Work and may require that the PERFORMING PARTY obtain preapproval of specific costs from the TCEQ prior to incurring those costs.

#### ***Purchase Agreements and Subcontracts***

10.14 If requested by the TCEQ, the PERFORMING PARTY must provide the TCEQ with copies of purchase agreements or subcontracts for cost items to be reimbursed under this Agreement for approval, prior to the PERFORMING PARTY entering into a final purchase agreement and/or subcontract.

#### ***Additional Evidence***

10.15 The TCEQ may at any time before or after reimbursement, as necessary in its sole discretion, request additional evidence concerning costs.

### ***Additional Criteria for Reimbursement***

10.16 The TCEQ may at any time, in its sole discretion, establish additional criteria and requirements for reimbursement of costs as serves the best interests of the State.

### ***Costs in Scope of Work are Maximum Amounts, Not a Guarantee***

10.17 Amounts of costs stated in the Scope of Work are maximum amounts of reimbursement. By stating the amounts, TCEQ does not 1) guarantee payment of those amounts or 2) waive the requirements for reimbursement which must subsequently and continually be satisfied by the PERFORMING PARTY. The amount of costs for which reimbursement may be requested is the lesser of 1) the costs stated in the Scope of Work or 2) the actual eligible costs.

### ***No Entitlement to Funds***

10.18 The PERFORMING PARTY has a continuing obligation to satisfy the requirements for reimbursement. Neither a request for reimbursement nor TCEQ's payment of reimbursement nor any other action will establish an entitlement in the PERFORMING PARTY to payment from the TCEQ.

10.19 By paying a request for reimbursement, the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after reimbursement, in its sole discretion, request additional evidence concerning costs. The TCEQ may audit the records of the PERFORMING PARTY and may also audit the PERFORMING PARTY's performance as to the Grant Activities, and the administrative requirements. The PERFORMING PARTY shall return grant funding reimbursed for expenses that are later determined to be unallowable under the terms of this Agreement.

### ***Offsets for debts owed to the State***

10.20 The TCEQ may offset against reimbursement payments, any amounts owed by the PERFORMING PARTY or its principals to the TCEQ or the State of Texas, whether owed under this program or otherwise.

### ***Tax Credits and Other Incentives***

10.21 Throughout the performance of the grant the PERFORMING PARTY shall notify the TCEQ of any financial incentive received by the PERFORMING PARTY which was not included in the Application, if that incentive will offset the cost of the proposed project. This includes tax credits or deductions, other grants, or any other public financial assistance. The combination of this grant and other financial incentives may not exceed the incremental cost to the applicant for the purchase of a grant-funded vehicle. The TCEQ, in reimbursing the PERFORMING PARTY, may reduce the amount of authorized incremental costs eligible for reimbursement, by the value of any additional financial incentive received by the PERFORMING PARTY without a Written Amendment or Minor Change to this Agreement.

### ***Child Support***

10.22 Under Section 231.006 of the Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive a state-funded grant or loan. By executing this Grant Agreement, the PERFORMING PARTY certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

## **ARTICLE 11. REQUEST FOR REIMBURSEMENT**

11.1 Eligible expenses must have been incurred by the PERFORMING PARTY prior to the expiration of the Period of Funds Availability. In order to receive reimbursement for eligible expenses, the PERFORMING PARTY shall submit no more frequently than monthly, a completed TCEQ Request for Reimbursement form, to be made available to the PERFORMING PARTY by the TCEQ. The forms shall be mailed or delivered to:

Texas Commission on Environmental Quality  
Implementation Grants Section, MC-204  
Air Quality Division  
P.O. Box 13087  
Austin, TX 78711-3087

11.2 The PERFORMING PARTY will indicate on the Request for Reimbursement whether any additional financial incentives have been received, or are expected to be received, by the PERFORMING PARTY that offsets the grant activity costs, including tax credits or deductions, other grants, or any other public financial assistance.

11.3 Except as provided for under Article 11.5 below, to be eligible for reimbursement under this Agreement, a cost must have been incurred and paid by the PERFORMING PARTY during the Period of Funds Availability and prior to claiming reimbursement from TCEQ. A cost may not be considered incurred until the Grant Equipment and/or goods and services included under the cost have been received and accepted by the PERFORMING PARTY. The cost must have been paid by the PERFORMING PARTY prior to claiming reimbursement.

#### ***Project Costs***

11.4 The TCEQ will reimburse the PERFORMING PARTY for no more than the amount specified for each Activity in the Scope of Work. This amount may be adjusted downward in accordance with the Grant Agreement and statutory limits on reimbursement.

11.5 If the PERFORMING PARTY has paid eligible expenses that are equal to or greater than the grant amount with cash-on-hand, the reimbursement may be paid directly to the PERFORMING PARTY. In the event the PERFORMING PARTY finances the Grant Equipment, TCEQ may not pay the PERFORMING PARTY directly unless the PERFORMING PARTY has paid an amount equal to or greater than the grant amount; however, the TCEQ may assign payment directly to the financing company. Supporting documentation must be submitted to establish that the goods or services were received, and that the payment amount is owed to the financing company indicated by the PERFORMING PARTY.

11.5.1. If an assignment is requested, the PERFORMING PARTY must complete the Assignment Request and Acceptance section on the Request for Reimbursement.

11.6 A final Request for Reimbursement Form, indicating in the appropriate box that it is the final request, shall be submitted to the TCEQ by no later than forty-five (45) days after the date listed in Article 4 of this Contract.

11.7 All Request for Reimbursement forms shall contain sufficient identification of and information concerning the costs incurred or obligated under a lease or financing agreement and paid so as to enable the TCEQ to ascertain the eligibility of a particular cost and to enable subsequent audit thereof. Supporting documentation materials, as directed by the TCEQ in the instructions accompanying the forms, shall be attached to the report forms to clearly show that the cost was incurred and, except where the payment is assigned to another entity, paid.

11.8 Unless otherwise approved by the TCEQ, all work on the Grant Equipment must be completed and the Grant Equipment ready for operation and delivered in final form before reimbursement will be made on an Activity. The invoices and payment documents provided by the PERFORMING PARTY to support the reimbursement request must document that all work is completed and the Grant Equipment is ready for operation.

#### ***Replacement Project Costs***

11.9 For replacement projects, the TCEQ will reimburse the PERFORMING PARTY for no more than eighty (80) percent of the eligible incremental costs for the purchase of the replacement vehicle or equipment under this Agreement.

#### ***On-Site Infrastructure Project Costs***

11.10 For on-site infrastructure projects, the TCEQ will reimburse the PERFORMING PARTY for no more than fifty (50) percent of the eligible incremental costs for the purchase and installation of the infrastructure under this Agreement.

#### ***Repower Project Costs***

11.11 For repower projects, the TCEQ will reimburse the PERFORMING PARTY for no more than eighty (80) percent of the eligible incremental costs for the purchase and installation of the repower equipment.

## **Purchase/Payment Documents**

11.12 In accordance with the terms of this Agreement, for any purchase, lease, lease-purchase, deferred payment purchase, or other commercial financing arrangement, the PERFORMING PARTY must submit any supporting documentation required or requested by TCEQ. In order to receive payment for each Request for Reimbursement, the PERFORMING PARTY is specifically required to submit the following supporting documents:

- 11.12.1. canceled checks or wire transfers;
- 11.12.2. written purchase and lease agreements;
- 11.12.3. Bills of Sale or Receipts for Delivery;
- 11.12.4. for deferred payment purchases, statements of account status showing the account in good standing and the equipment is in possession of the PERFORMING PARTY;
- 11.12.5. Uniform Commercial Code (UCC) Financing Statement (Form UCC1) filing, if applicable. (The UCC allows a creditor to notify other creditors about a debtor's assets used as collateral for a secured transaction by filing a public notice (financing statement) with a particular filing office.); and
- 11.12.6. other documentation requested by TCEQ in order to support the assertions in the Request for Reimbursement.

11.13 The TCEQ may waive the requirement for submission of any supporting documents that are not applicable to the PERFORMING PARTY.

11.14 If the Request for Reimbursement does not satisfactorily demonstrate the accomplishment of the required tasks, or that costs are allowable, eligible, actual, and incurred costs, the TCEQ may reject the request, until such time as the deficiencies have been corrected. Satisfactory accomplishment of a task is within the judgment of the TCEQ; however, such judgment must be reasonable.

11.15 The TCEQ is not obligated to make payment until the Request for Reimbursement is approved by the TCEQ. Further, the TCEQ reserves the right to suspend or withhold all or part of a payment or all payments as authorized by the Contract Documents.

## **ARTICLE 12. RELEASE OF CLAIMS**

The final Request for Reimbursement shall include a signed and executed Release of Claims, releasing all claims for payment of any funds due and payable by the TCEQ, upon TCEQ's payment of the final Request for Reimbursement.

## **ARTICLE 13. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ, GENERAL**

13.1. All Grant Activities for which reimbursement is requested must be completed as set forth in the Scope of Work.

13.2 The Grant Equipment is listed in the Scope of Work. For on-road vehicle and non-road equipment replacement projects only, PERFORMING PARTY may substitute a replacement vehicle and/or engine for the unit listed in the Scope of Work; provided that the substitute unit meets all eligibility and other requirements, is certified to the same or better NO<sub>x</sub> emission standard or family emission limit (FEL) and will result in the same or better NO<sub>x</sub> emissions reductions as the unit listed. Any substitution is subject to review and approval by TCEQ. For other project types and categories, PERFORMING PARTY may not substitute different Grant Equipment for the units listed in the Approved Application without approval from the TCEQ. This provision includes conformance with the NO<sub>x</sub> emissions of the engines as listed in the Application. PERFORMING PARTY understands that, in some cases, engines of the same make, model, and model year may be certified to different NO<sub>x</sub> emissions standards, and that TCEQ's approval of the application does not constitute final verification that an engine meets the required certified NO<sub>x</sub> emissions rate.

13.3 The PERFORMING PARTY agrees to continuously own, lease, or otherwise commercially finance the Grant Equipment, continuously maintain registration of the Grant Equipment in Texas, and operate the Grant Equipment in Texas for the specified Activity Life, regardless of the financing arrangements used for the purchase of the Grant Equipment and subject to the more specific provisions contained in the General Conditions, Article 14, of this Agreement.

### ***Professional Quality***

13.4 The PERFORMING PARTY shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all Grant Activities under this Agreement.

### ***Supervision and Superintendence***

13.5 The PERFORMING PARTY is responsible for the supervision, inspection and direction of the Grant Activities in a competent and efficient manner, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Grant Activities in accordance with the Contract Documents. The PERFORMING PARTY shall be solely responsible for the means, methods, techniques, sequences, and procedures of the Grant Activities. The PERFORMING PARTY shall be responsible to see that the completed implementation of the Grant Activities complies accurately with the Contract Documents.

### ***Materials & Equipment***

13.6 Unless otherwise specified in the Contract Documents, the PERFORMING PARTY will assume full responsibility for all materials, equipment, labor, transportation, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the implementation and completion of the Grant Activities.

13.7 Unless otherwise expressly agreed by the TCEQ, all Grant Equipment will be of good quality and as provided in the Contract Documents. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned, and maintained in accordance with instructions of the applicable manufacturer and supplier, except as otherwise provided in the Contract Documents.

13.8 The PERFORMING PARTY agrees to maintain the Grant Equipment as necessary to keep the Grant Equipment in good condition and functioning at Optimum Performance during the Activity Life. Failure to maintain the Grant Equipment as necessary to achieve the required Annual Usage shall constitute a material breach of this agreement.

13.9 The PERFORMING PARTY agrees that the emissions reductions generated by each activity over the Activity Life may not be used for credit under any state or federal emissions reduction credit averaging, banking, or trading program. Emissions reductions generated may not be used as a marketable emissions reduction credit and may be used to demonstrate conformity with the state implementation plan. PERFORMING PARTY agrees that any marketable credits generated by emissions reduction measures are transferred to the TCEQ, and that the reductions are permanently retired. The PERFORMING PARTY may not combine with this grant funding from other incentive programs that require transfer of the emissions reductions to that other program.

## **ARTICLE 14. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ, INSURANCE, REPAIR, AND REPLACEMENT**

14.1 Unless otherwise expressly agreed by the TCEQ, the PERFORMING PARTY must obtain and maintain a policy of insurance for the Activity Life which is sufficient to provide for replacement of Grant Equipment which is lost, stolen, or irreparably damaged. Governmental entities may use an established self-insurance program to satisfy this requirement. If requested by the TCEQ, the PERFORMING PARTY shall provide proof of insurance coverage. The TCEQ may approve alternative forms of insurance to comply with this requirement, including evidence of self-insurance. The TCEQ may also waive this requirement, at its sole discretion, for certain types of entities. Previously submitted certificates of insurance coverage may be amended to reflect newly extended coverage. A failure to comply with this requirement is considered a material breach of the Agreement.

14.2 Upon the occurrence of a repairable malfunction of or damage to Grant Equipment which affects emissions reductions during the Activity Life, the PERFORMING PARTY will cause the Grant Equipment to be repaired and restored to the level of Optimum Performance.

14.3 Upon the occurrence of loss, theft, or irreparable damage of Grant Equipment during the Activity Life, the PERFORMING PARTY will cause the lost, stolen, or damaged Grant Equipment to be replaced with similar equipment which achieves the same Optimum Performance or better. The PERFORMING PARTY will cause the replacement Grant Equipment to be in operation no later than 60 consecutive days from the occurrence of loss, theft, or damage, unless the TCEQ expressly agrees to a longer period. Replacement Grant Equipment

must meet all eligibility requirements applicable to the original Grant Equipment and is subject to all the requirements applicable to Grant Equipment contained in this Agreement.

14.4 The PERFORMING PARTY shall fully comply with all requirements of any agreements with third parties that have a security interest or similar interest in the Grant Equipment. Repossession, seizure, or any other event where the PERFORMING PARTY loses possession of the Grant Equipment shall be considered a material breach of this Agreement and shall require the return of grant funds.

#### **ARTICLE 15. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ, GRANT ACTIVITIES**

15.1 The emissions reduction benefit supporting the award of this grant is based upon the PERFORMING PARTY's successful performance of the Grant Activities as detailed in the Scope of Work.

15.2 The provisions of Section 386.055, Texas Health and Safety Code, apply to the emissions reductions generated over the Activity Life of each activity funded under this Agreement. The PERFORMING PARTY agrees that the emissions reductions generated by each activity over the Activity Life are transferred to the state implementation plan, or to the PERFORMING PARTY as provided under Section 386.056, Texas Health and Safety Code, and those reductions are permanently retired.

15.3 The PERFORMING PARTY agrees that if the reported usage of the Grant Equipment does not meet the requirements listed in the Scope of Work, the TCEQ will be entitled to a return of the grant funds.

15.3.1. The determination of whether return of funds is required will be primarily based on whether the Annual Usage of the Grant Equipment during the Activity Life occurs within the Eligible Counties for at least the percentage of Annual Usage listed in the Scope of Work.

15.4 State law and TCEQ policy require that TCEQ remain in contractual privity with the entity operating the Grant Equipment. TCEQ must retain the ability to enforce the usage and reporting commitments contained within the Scope of Work until the termination of this Agreement. Any act by the PERFORMING PARTY that impairs the TCEQ's ability to enforce the usage and reporting commitments, including sale of the Grant Equipment, transfer of the Grant Equipment, loss of the Grant Equipment, sale of the PERFORMING PARTY's business interests, or liquidation of the PERFORMING PARTY's assets (including the Grant Equipment), shall constitute a material breach of this Agreement and shall require the return of grant funds.

15.4.1. The decision by TCEQ on whether to require return of grant funds may include consideration of whether the Grant Equipment will continue to be used in a manner consistent with the Scope of Work. If TCEQ, in its sole discretion, allows the assignment of this Agreement, the PERFORMING PARTY and proposed assignee will be required to enter a TCEQ Consent to Assignment agreement that shall include the assignee's obligation to accept this Agreement and to continue to use the Grant Equipment subject to the terms of this Agreement.

15.5 If the PERFORMING PARTY is required to return grant funds, the TCEQ, at its sole discretion, may allow for the return of a pro-rated share of the reimbursement funds reflecting a partial failure to perform the requirements of the Scope of Work. This determination shall depend on factors including, but not limited to, use of the grant equipment in a manner that maintained overall program eligibility, full completion of reimbursement and equipment disposition requirements, the PERFORMING PARTY's good-faith efforts to perform the grant activities during the Activity Life, and the PERFORMING PARTY's compliance with notification requirements of this Agreement (i.e., notification before sale of equipment).

15.6 The PERFORMING PARTY agrees to operate the Grant Equipment over the Activity Life no less than the percentage of Annual Usage in the Eligible Counties as specified in the Scope of Work.

#### **ARTICLE 16. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ, PROJECT STATUS, LONG-TERM MONITORING AND REPORTING**

16.1 If requested by the TCEQ, the PERFORMING PARTY shall provide information on the status and completion of grant activities. The PERFORMING PARTY shall provide such information on the form or in a format requested by the TCEQ, and within a reasonable time frame as may be requested by the TCEQ.

16.2 As a condition of receiving grant funds, the PERFORMING PARTY agrees to monitor the use of Grant Equipment for the Activity Life specified in the Scope of Work.

16.3 As a condition of receiving grant funds, the PERFORMING PARTY agrees to submit properly completed Monitoring Reports to the TCEQ, on forms provided by TCEQ, for the Activity Life. The Monitoring Reports shall have attached properly completed individual reports on the use of Grant Equipment for each activity, for the life of that activity (Activity Life). The PERFORMING PARTY will submit the required reports on the date specified by the TCEQ in the reporting instructions. Reports will be required annually unless an alternative schedule is approved by the TCEQ. The TCEQ may, at its discretion, authorize the PERFORMING PARTY to submit monitoring reports on a less frequent schedule or to suspend the reporting requirements, based on an assessment of compliance with the usage and reporting requirements.

16.4 Suspension of the reporting requirements under Article 16.3 does not suspend the monitoring requirements under Article 16.2.

16.5 The PERFORMING PARTY agrees that failure to adequately monitor the annual usage of Grant Equipment, failure to submit properly completed Monitoring Reports during the Activity Life, and/or submitting Monitoring Reports with false, incorrect, or incomplete information constitutes a material breach of this Agreement and the PERFORMING PARTY agrees that the TCEQ will be entitled to a return of the reimbursement grant funds.

#### **ARTICLE 17. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ, DISPOSITION OF REPLACED VEHICLES AND ENGINES**

17.1 Unless an alternative disposition method is approved by the TCEQ, the PERFORMING PARTY agrees to dispose of the vehicles, equipment, and engines being replaced by complete destruction or otherwise rendering them permanently inoperable by complete crushing of the vehicle and engine or drilling a 3-inch or larger hole through the engine block on both sides (or otherwise destroying it) and cutting both frame rails in half (or perform other structural damage to the vehicle or equipment so that repairs are not possible). Alternative disposition methods must be approved in writing by the TCEQ and documented in the Special Conditions of this Agreement. If the PERFORMING PARTY is unable to dispose of the vehicle and engine in accordance with an approved alternative disposition method, the PERFORMING PARTY agrees to dispose of the vehicle and engine using the standard disposition methods. If the TCEQ approves disposition by remanufacturing, the engine must be sent to a remanufacturing facility operated or authorized by the original engine manufacturer. The remanufacture of the engine must include removing all parts and using the old block to build a remanufactured engine with a new serial number.

17.2 The vehicles, equipment, and/or engines being replaced shall be destroyed within 90 days of the reimbursement payment being issued by the TCEQ for the replacement expenses. The TCEQ may grant an extension to this deadline without a change to this Agreement.

17.3 The PERFORMING PARTY shall submit on forms to be made available by the TCEQ information to verify the final disposition of the vehicles and engines replaced under this Agreement. PERFORMING PARTY must submit a copy of a Texas Nonrepairable Vehicle Title issued by the Texas Department of Motor Vehicles (TxDMV) for the vehicle(s) replaced under this grant contract. The Texas Nonrepairable Vehicle Title must be submitted at the same time that the required disposition documentation is submitted to the TCEQ. The final disposition information forms shall be submitted with the Request for Reimbursement or within 30 days after completion of the disposition, whichever occurs later.

17.4 The PERFORMING PARTY must submit photographs of the vehicles and engines being destroyed, both before and after the vehicles, equipment, and/or engines are destroyed or rendered inoperable. Disposition will not be deemed to have occurred until TCEQ has approved the forms and supplemental documentation submitted by the PERFORMING PARTY. Such approval is at the sole discretion of TCEQ. The PERFORMING PARTY shall provide TCEQ with any clarification and additional documentation as requested by TCEQ to approve disposition.

17.5 The PERFORMING PARTY agrees that failure to properly destroy or dispose of a vehicle replaced under this Agreement in accordance with the destruction requirements or the provisions of an alternative disposition plan approved by the TCEQ shall require the return of the grant funds. This Article shall also apply to a failure to provide properly completed documentation of final disposition of equipment as required by this Agreement.

### ***Credit for Replaced Vehicles Or Equipment***

17.6 In determining the expenses eligible for reimbursement under this Agreement, the cost of replacement or repower activities shall be reduced by the value of any credit or other financial compensation received by the PERFORMING PARTY for the sale or trade-in of the destroyed vehicles, equipment, or engines being replaced, including, the parts from those vehicles, equipment, or engines, for the sale of the scrapped vehicles, equipment, engines being replaced, trade-in of engines for remanufacture, or insurance proceeds.

17.7 For on-road vehicle and non-road equipment replacement activities, the TCEQ may use a default scrapage value of \$1,000 in lieu of the actual value and in lieu of the PERFORMING PARTY reporting the value to the TCEQ. For activities involving the repower of heavy-duty equipment the default scrapage value is \$250.

17.8 If TCEQ does not use the above default scrapage values, the actual scrapage value or other value received for the old vehicle, equipment, or engine is considered a cost of performing the Grant Activities and as such must satisfy the cost guidelines of Article 10 of the General Conditions of this Agreement. The value received for the vehicle or equipment being replaced must be the result of arms-length bargaining with the entity disposing of the replaced vehicle or equipment and must reflect actual market value.

17.9 If the default values of Section 17.7. of this Article is not used by the TCEQ, the PERFORMING PARTY must list on the financial reporting forms any financial remuneration or other items or services of value received in exchange for the replaced vehicle or equipment including, but not limited to, cash, goods, services (including the services provided by a consultant to assist in preparing and/or submitting a grant application), gifts, intangibles, discounts, insurance proceeds, or any other items of value.

### **ARTICLE 18. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ, INSTALLATION AND USE OF IDENTIFYING MARK, TRACKING DEVICE**

#### ***Identifying Mark***

18.1 Upon request by TCEQ, PERFORMING PARTY shall install, or permit TCEQ or its contractor to install, a prominently placed identifying mark on the equipment, identifying it as TERP-funded equipment, and containing such other information as TCEQ shall specify. The PERFORMING PARTY may remove the mark upon the expiration of the Activity Life.

#### ***Tracking Device - Voluntary***

18.2 PERFORMING PARTY may install a device for tracking the location and usage of the Grant Equipment and maintain monitoring services during the Activity Life. GPS equipment and installation may be considered an allowable cost if the equipment and monitoring services are obtained from the designated TERP GPS Monitoring Service (TGMS) Contractor. Monitoring service charges are not reimbursable expenses.

18.3 With the exception of activities where fuel use is the applicable usage rate factor, installation of a GPS tracking unit from the designated TGMS Contractor and maintenance of monitoring service through the designated TGMS Contractor, regardless of whether the purchase of the GPS tracking unit was reimbursed under the grant, shall waive the requirement of submission of written Monitoring Reports required under General Conditions, Article 16, of this Agreement.

18.4 For activities with fuel use as the usage factor, PERFORMING PARTY shall track and report on fuel use in accordance with General Conditions, Article 16, of this Agreement, in addition to the installation of GPS.

18.5 For voluntary installation of a tracking device, the waiver of the written Monitoring Reports shall continue for such time as the PERFORMING PARTY maintains the GPS monitoring service. Termination of the GPS monitoring for any reason shall reinstate requirements for submission of written Monitoring Reports until such time as the GPS monitoring service is restored.

18.6 PERFORMING PARTY shall not tamper with or disable the GPS equipment or allow others to tamper with or disable the GPS equipment. Evidence of tampering with or disabling the GPS equipment shall reinstate requirements for submission of written Monitoring Reports.

18.7 The PERFORMING PARTY shall review data collected by the GPS monitoring to ensure its accuracy.

18.8 On a semi-annual basis, PERFORMING PARTY shall submit to TCEQ a certification of the accuracy of collected GPS data for each Grant Activity, using a form to be provided by TCEQ. Failure to submit this certification may be considered PERFORMING PARTY's confirmation of the accuracy of the GPS data. If

PERFORMING PARTY detects data that it does not consider accurate, PERFORMING PARTY shall immediately notify TCEQ and the TGMS Contractor of the discrepancies.

18.9 If the PERFORMING PARTY voluntarily elects to utilize GPS tracking, the requirements of this section shall apply.

***Tracking Device - Mandatory as a Condition of Grant Award***

18.10 PERFORMING PARTY may be required to obtain and install GPS equipment and monitoring services through the TGMS Contractor as a condition of the grant award. This requirement will be listed in the Scope of Work.

18.11 The provisions of Sections 18.2, 18.3, 18.4, 18.7, and 18.8 of this Article shall apply to mandatory installation of a GPS system as a condition of the grant award.

18.12 PERFORMING PARTY shall not tamper with or disable the GPS equipment or allow others to tamper with or disable the GPS equipment. Evidence of tampering with or disabling the GPS equipment shall constitute a material breach of this Agreement and the PERFORMING PARTY agrees that the TCEQ will be entitled to a return of the reimbursement grant funds.

18.13 For mandatory installation of a GPS system as a condition of the grant award, and unless reporting is suspended by TCEQ or alternative reporting authorized by TCEQ, termination of the GPS monitoring under this Section for any reason shall constitute a material breach of this Agreement and the PERFORMING PARTY agrees that the TCEQ will be entitled to a return of the reimbursement grant funds.

***Tracking Device - Mandatory After Grant Award***

18.14 Under circumstances where TCEQ determines, at its sole discretion, that the PERFORMING PARTY is not meeting its commitments under this Agreement, TCEQ may require the PERFORMING PARTY to install, or permit TCEQ or its contractor to install, a device for tracking the location and usage of the Grant Equipment. The PERFORMING PARTY will be required to bear the cost for the GPS equipment, installation, and monitoring service.

18.15 If PERFORMING PARTY is required to install a tracking device under Article 18.13 above, the PERFORMING PARTY and TCEQ shall execute a separate GPS Monitoring Agreement that will specifically define the terms of usage of the tracking device and associated monitoring services.

18.16 The PERFORMING PARTY agrees that failure to install a tracking device upon TCEQ request will require the return of the reimbursement grant funds for the Grant Equipment.

***GPS Data***

18.17 TCEQ recognizes that PERFORMING PARTY may consider the information recorded and maintained by the tracking device to contain confidential trade secret information. Therefore, TCEQ shall not release any of the information submitted to TCEQ by the tracking device to any party outside TCEQ, except as required under the Public Information Act or other applicable law. TCEQ shall inform PERFORMING PARTY of any Public Information Act request for the information and refer the request to the Office of the Attorney General for a ruling on whether the information contains protected trade secret information. TCEQ is not responsible for making arguments regarding trade secret status to the Attorney General but PERFORMING PARTY may do so.

**ARTICLE 19. PERFORMING PARTY'S RESPONSIBILITIES, ADMINISTRATIVE REQUIREMENTS**

***Access to Records, Grant Equipment, and Vehicles, Equipment, and Engines Being Replaced***

19.1 State Auditor's Office. The PERFORMING PARTY understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit on investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The PERFORMING PARTY further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The PERFORMING PARTY will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the PERFORMING PARTY and the requirement to cooperate is included in any

subcontract it awards under this Agreement. The PERFORMING PARTY will include in all subcontracts for work under this Agreement a requirement that subcontractors will provide access to all relevant financial records including bank statements.

19.2 The PERFORMING PARTY shall allow access to all Grant Equipment, by the TCEQ, the State of Texas, the State Auditor's Office, and any of their authorized representatives for the purpose of review, on-site inspection, and/or audit. In addition, the PERFORMING PARTY shall allow access to all vehicles, equipment, and engines being replaced under this Agreement.

#### ***Maintenance of Records***

19.3 The PERFORMING PARTY shall maintain books, records, documents, and other evidence reasonably pertinent to performance of the Grant Activities and requirements of the Agreement, including the Agreement or amendments thereto. All financial records will be maintained in accordance with generally accepted accounting principles, the UGMS, and this Agreement. The PERFORMING PARTY shall also maintain the financial information and data used in the preparation or support of any request for reimbursement (direct and indirect), price or profit analysis for this Agreement, and a copy of any cost information or analysis submitted to the TCEQ. The PERFORMING PARTY shall allow access to all the material including bank statements and records by the TCEQ, the State of Texas, the State Auditor's Office, and any of their authorized representatives for the purpose of review, inspection, audit, excerpts, transcriptions, and/or copying during normal business hours. The PERFORMING PARTY shall provide appropriate facilities and equipment for such access and inspection.

19.4 The PERFORMING PARTY agrees to the disclosure of all information and reports resulting from access to records under this Agreement.

19.5 Records under this Article shall be maintained by the PERFORMING PARTY during performance of Grant Activities under this Agreement and for three (3) years after the termination of this Agreement. If any litigation, claim, negotiation, audit, cost recovery, or other action (including actions concerning costs of items to which an audit exception has been taken) involving such records has been started before the expiration of the three year period, such records must be retained until completion of the action or resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later.

19.6 Subject to the obligations and conditions set forth in this Agreement, title to Grant Equipment (hereafter referred to in this Article as "property") acquired under this Agreement by the PERFORMING PARTY will vest upon acquisition in the PERFORMING PARTY.

19.7 The PERFORMING PARTY may develop and use its own property management system, which must comply with all applicable federal, state, and local laws, rules, and regulations. If an adequate system for accounting for property owned by the PERFORMING PARTY is not in place or is not used properly, the *State Property Accounting Process User's Guide* (<https://fmx.cpa.state.tx.us/fmx/pubs/spaproc/index.php>) issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the PERFORMING PARTY must meet the requirements set forth in this Article.

- 19.7.1. Property records of Grant Equipment must be maintained that include a description of the property, a serial number or other identification number, the source of property, usage and mileage (separated by location of usage and mileage), who holds title, the acquisition date, and the cost of the property, percentage of TCEQ participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- 19.7.2. The PERFORMING PARTY will conduct a physical inventory of all Grant Equipment no less frequently than once every two years during the Activity Life and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the PERFORMING PARTY must include adequate safeguards to prevent loss, damage, or theft of the Grant Equipment.

#### ***Accounting Systems***

19.8 The PERFORMING PARTY shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies in all material respects with applicable State law, regulations, and policies relating to accounting standards or principles. The PERFORMING PARTY

must account for costs in a manner consistent with such standards or principles. This system shall provide for the identification, accumulation, and segregation of allowable and unallowable project costs among projects.

#### ***PERFORMING PARTY's Representative***

19.9 The PERFORMING PARTY will identify in writing a Project Representative as the person authorized to receive and respond to inquiries and requests from the TCEQ, to manage the Grant Activities being performed, and to act on behalf of the PERFORMING PARTY.

19.10 The PERFORMING PARTY agrees to make arrangements necessary to ensure that its authorized Project Representative, or someone to whom that person has delegated his or her authority, is available during regular business hours for consultation with the TCEQ. Written notice of any such delegation will be provided to the TCEQ.

#### ***Personnel***

19.11 PERFORMING PARTY shall provide competent, suitably qualified personnel, whether employees or contractors to implement the Grant Activities as required by the Contract Documents. The PERFORMING PARTY must at all times maintain good discipline and order on the location of Grant Activities.

#### ***Permits***

19.12 Unless otherwise provided in the Contract Documents, the PERFORMING PARTY shall obtain and pay for all transportation, construction, and operating permits and licenses required for this performance of this Agreement. Failure to comply with a permit or administrative order issued by the TCEQ or other state agency may result in a determination, within the sole discretion of the TCEQ, that the best interests of the state are served by withholding reimbursement or by the application of other remedies under this Agreement.

#### ***Laws and Regulations***

19.13 The PERFORMING PARTY shall give all notices and comply in all material respects with all Laws and Regulations applicable to furnishing and performance of the Grant Activities. Except where otherwise expressly required by applicable Laws and Regulations, TCEQ shall not be responsible for monitoring PERFORMING PARTY's compliance with any Laws or Regulations.

#### ***Data and Publicity***

19.14 All data and other information developed under this Agreement shall be furnished, upon request, to the TCEQ and shall be public data and information except to the extent that it is exempted from public access by the Texas Public Information Act, Texas Government Code, Chapter 552. Upon termination of this Agreement, if requested by the TCEQ, all copies of data and information developed under this Agreement, including databases for which the costs of preparation are reimbursed under this Agreement, shall be furnished at no charge to the TCEQ, and shall become the property of the TCEQ.

19.15 The PERFORMING PARTY agrees to notify TCEQ prior to releasing any information to the news media regarding the Grant Activities. The PERFORMING PARTY will acknowledge the financial support of the TCEQ whenever a Grant Activity reimbursed, in whole or part, is publicized or reported in news media or publications.

#### ***Safety and Protection***

19.16 Where applicable, the PERFORMING PARTY shall be responsible for requiring employees, contractors, and subcontractors to maintain and supervise all necessary safety precautions and programs in connection with the Grant Activities. The PERFORMING PARTY shall take all necessary safety precautions.

19.17 In performing the Grant Activities hereunder, the PERFORMING PARTY undertakes performance for its own benefit and not as agent for the TCEQ.

#### ***Lobbying Activities***

19.18 As set forth in these Contract Documents, and in accordance with the UGMS and State law, the PERFORMING PARTY shall not use funds provided under this Agreement to support lobbying or political activity either directly or indirectly.

## **ARTICLE 20. TCEQ'S RESPONSIBILITIES**

20.1 The Executive Director of the TCEQ will identify a person authorized to give direction to the PERFORMING PARTY and act on behalf of the TCEQ.

20.2 The TCEQ will not supervise, direct or have control or authority over, nor be responsible for, PERFORMING PARTY's means, methods, techniques, sequences or procedures relating to the implementation project or the Safety precautions and programs incident thereto, or for any failure of PERFORMING PARTY to comply with Laws and Regulations applicable to the furnishing or performance of the work. TCEQ will not be responsible for PERFORMING PARTY's failure to perform or furnish the work in accordance with the Agreement.

20.3 The TCEQ shall provide reimbursement funds for Grant Activities specified in the Scope of Work and performed in accordance with the requirements of this Agreement.

## **ARTICLE 21. TERMINATION**

21.1 Termination of this Agreement under any circumstances shall not constitute a waiver of any rights or remedies that TCEQ may exercise under this Agreement or otherwise as provided by law.

21.2 This Agreement may be terminated in whole or in part by the TCEQ for cause, including a material failure to comply with the requirements of the Contract Documents. Unless advance notice of intent to terminate will place funds of the state at increased risk, the TCEQ will provide written notice (delivered by certified mail, return receipt requested) of intent to terminate. The PERFORMING PARTY shall have twenty (20) calendar days from the date such notice is sent to cure performance deficiencies.

21.3 This Agreement may be terminated in whole or part by the TCEQ if any delay or failure of performance of the Grant Activities by either PERFORMING PARTY or the TCEQ is caused by a force majeure event. Neither PERFORMING PARTY nor TCEQ shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided that the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Force majeure does not include ordinary delays that are common to the industry or location. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

21.4 This Agreement may be terminated in whole or in part by the TCEQ for its convenience. Circumstances in which this may occur include without limitation the Texas Legislature's withdrawal of the appropriation for this project or the depletion of the Texas Emissions Reduction Plan Fund, which results in the unavailability of funds to complete this project. To the extent feasible, in the sole discretion of the TCEQ, the TCEQ will provide a minimum of ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

21.5 If after termination for the PERFORMING PARTY's material failure to comply with the requirements of the Contract Documents, it is determined that the PERFORMING PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the TCEQ.

21.6 In accordance with this Agreement, the PERFORMING PARTY does not have an expectation or entitlement of continued receipt of financial assistance under this Agreement. Therefore, PERFORMING PARTY waives any claim for damages arising from or resulting from TCEQ's termination of this Agreement for any reason.

21.7 If, during the performance of the Grant Activities, the PERFORMING PARTY chooses to not complete the Grant Activities and withdraw from the obligations under this Agreement, the PERFORMING PARTY may terminate this Agreement by providing ten (10) days written notice to the TCEQ and returning any reimbursements already received.

21.8 The PERFORMING PARTY acknowledges that certain requirements of this Agreement shall survive an event of termination. The PERFORMING PARTY agrees to performance of Grant Activities in accordance with

the Contract Documents beyond the termination of this Agreement and through the end of the Activity Life of each Activity included in the Scope of Work for which reimbursement has been requested. TCEQ reserves the right to assert any remedies available by law and under this contract for PERFORMING PARTY's performance of the Grant Activities for the length of the Activity Life of all Grant Activities.

## ARTICLE 22. REMEDIES AVAILABLE TO THE TCEQ

22.1. In accordance with Chapter 2261 Texas Government Code, the following Schedule of Remedies applies in the event of any breach of the requirements of this Agreement; including the substandard performance of Grant Activities or other failure, material or otherwise, to conform to the requirements of the Agreement or applicable law:

- 22.1.1. Issue notice of substandard performance or other non-conforming act or omission;
- 22.1.2. Reject substandard performance and request corrections without charge to the TCEQ;
- 22.1.3. Request and receive return of any over payments or inappropriate payments;
- 23.1.4. Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity;
- 22.1.5. Reject reimbursement request and withhold and retain all or partial payments for recovery of administrative costs;
- 22.1.6. Suspend all or part of the Work and/or payments pending accepted revision of substandard performance or non-conformity;
- 22.1.7. Terminate the contract and demand and receive return of all unexpended funds and repayment of improperly expended funds;
- 22.1.8. Demand restitution and recover payments where performance is subsequently determined non-conforming; or
- 22.1.9. Require payment of liquidated damages.

22.2. **Liquidated Damages.** The parties agree that the actual damages that might be sustained by TCEQ by reason of the breach by the PERFORMING PARTY of its obligations under this Agreement are uncertain and would be difficult of ascertainment. Therefore, the parties agree that reasonable compensation for such breach will be the sum consisting of the total of grant funds paid or obligated by TCEQ, reduced by a percentage reflecting the proportion of the total Activity Life for which the PERFORMING PARTY has submitted timely and accurate usage reporting meeting the requirements of the Scope of Work prior to the breach. Determination of timely and accurate usage reporting is in the sole discretion of TCEQ. The PERFORMING PARTY hereby promises to pay, and TCEQ hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach.

22.3. **Cumulative Remedies.** TCEQ may avail itself of any remedy or sanction provided in this contract or in law to recover any losses arising from or caused by the PERFORMING PARTY's substandard performance or any material non-conformity with the contract or the law. The remedies and sanctions available to either party in this contract shall not limit the remedies available to the parties under law.

## ARTICLE 23. INDEMNIFICATION

To the extent permitted by law, the PERFORMING PARTY agrees to indemnify and hold harmless the State of Texas and the TCEQ, including its employees and officers, against and from any and all liability, loss, or damage arising out of actions of the PERFORMING PARTY, its subcontractors, agents, officers and directors, principals and employees in the performance of this Contract.

This paragraph is not intended and shall not be construed to require the PERFORMING PARTY to indemnify or hold harmless the State or the TCEQ for any claims or liabilities resulting from the negligent acts or omissions of the TCEQ or its employees.

## ARTICLE 24. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

The Contract Documents may be amended to provide for additions, deletions, and revisions in the Scope of Work or to modify the terms and conditions of this Agreement in one or more of the following ways: a formal Written Amendment or a Minor Change.

## ARTICLE 25. STANDARDS FOR PERFORMING PARTY'S PERFORMANCE

25.1 In accordance with Texas Government Code Chapter 2261, the TCEQ is required to monitor the PERFORMING PARTY's performance under this Agreement. The PERFORMING PARTY agrees that the standards set forth below are appropriate standards for the PERFORMING PARTY's performance during the Agreement.

- 25.1.1. Quality and Accuracy. Standard: The PERFORMING PARTY's Grant Activities conform to the requirements of this Agreement.
- 25.1.2. Timeliness. Standard: The PERFORMING PARTY's Grant Activities are completed on schedule.
- 25.1.3. Reports and Administrative and Financial Operations. Standard: The PERFORMING PARTY's administrative and financial operations comply with all obligations in law and in this Agreement, including record-keeping, reimbursement requests, audits, allowable costs, payments to subcontractors, and restricted expenditures.
- 25.1.4. Communication. Standard: The PERFORMING PARTY's accessibility, responsiveness, and cooperativeness with respect to any contract-related concerns communicated by the TCEQ; and including the PERFORMING PARTY's demonstrated relationship with subcontractors.
- 25.1.5. Other. Standard: Other factors unique to the type of project, as determined by the TCEQ.

25.2 The TCEQ will monitor the PERFORMING PARTY's performance and evaluate the level of compliance with the standards utilizing the performance measures set forth below.

- 25.2.1. Exceeds Expectations. The PERFORMING PARTY fully complied with all the standards on a consistent basis.
- 25.2.2. Satisfactory Performance. The PERFORMING PARTY's performance complied with all of the standards, with only typical errors, delays, or other problems that needed to be corrected.
- 25.2.3. Marginal Performance. The PERFORMING PARTY's performance was acceptable, although a significant number of deficiencies had to be corrected before the contract requirements could be considered met.
- 25.2.4. Unsatisfactory Performance. The PERFORMING PARTY's performance was not acceptable, even after attempts to correct deficiencies.

### *Performance Evaluation*

25.3 The TCEQ may prepare a written evaluation of the performance of the PERFORMING PARTY upon the completion of the Project Life, or more frequently, as deemed necessary by the TCEQ. A copy of the evaluation will be provided to the PERFORMING PARTY and a copy retained in the TCEQ's contract files. The content of the evaluation shall be wholly within the sole discretion of the TCEQ. The PERFORMING PARTY may provide a written statement which explains or disagrees with the evaluation, which will be incorporated into the evaluation. The PERFORMING PARTY waives any claim for damages against TCEQ for the evaluation.

25.4 The performance rating on the contractor evaluations may be considered by the TCEQ in evaluating an application from the PERFORMING PARTY for additional funding under this program. The PERFORMING PARTY understands that a rating of marginal or unsatisfactory performance may have a negative impact on decisions regarding funding for additional projects applied for by the PERFORMING PARTY.

## ARTICLE 26. MISCELLANEOUS

26.1 Any notice issued pursuant to this Agreement shall be addressed to the respective party's Authorized Project Representative, or at such other address as they have theretofore specified by written notice. Such notices shall be sent by certified mail, return receipt requested, or shall be delivered in hand and a receipt provided thereof. Any notice or other written communication shall be considered delivered upon date of receipt.

26.2 In order for this Agreement to be effective, an authorized principal of an unincorporated business organization or association must sign the Agreement. An agent signing for a corporation must be authorized to sign by the corporation.

- 26.3 Unless authorized in writing by the TCEQ in accordance with this Agreement, no waiver of any obligation of the PERFORMING PARTY shall bind the TCEQ. Any such authorized waiver shall not constitute a continuing waiver of the obligation.
- 26.4 The PERFORMING PARTY is not a "vendor" of goods and services within the meaning of Texas Government Code, Chapter 2251. Therefore, the provisions for interest on payments under that statute do not apply to this Contract.
- 26.5 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a State of Texas or federal holiday, such day will be omitted from the computation.
- 26.6 A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.
- 26.7 By stating at any place in this Agreement that any particular non-compliance is a material breach, TCEQ does not limit the acts or omissions which may constitute a material breach.
- 26.8 The parties to this Agreement expressly agree that time is of the essence of this contract.
- 26.9 The terms include, included, including, includes, when used in this Agreement shall mean "includes but not limited to".
- 26.10 Notice of Claim. Should the TCEQ or the PERFORMING PARTY suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose or sovereign immunity.
- 26.11 All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Grant Activities and termination or completion of the Contract until such time as enforcement of such representations, indemnifications, warranties and guarantees is barred by the applicable statute of limitations.
- 26.12 Notwithstanding any provisions relating to assignment in the Uniform Commercial Code, no delegation by a party hereto of any duties or obligations nor assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to an extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This Agreement is not transferable or otherwise assignable by the PERFORMING PARTY without the written consent of the TCEQ and any attempted transfer without such consent is void.
- 26.13 Subject to the provisions of Article 15, General Conditions, the TCEQ and the PERFORMING PARTY each binds itself, its successors, assigns and agents to the other party hereto, successors, assigns and representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 26.14 The parties hereby agree that this Agreement does not waive the State's sovereign immunity relating to suit, liability, and the payment of damages. No TCEQ personnel or agents are authorized to waive sovereign immunity by accepting, on behalf of TCEQ, goods or services which are not required under the Contract Documents or any conforming amendment. The parties further agree that all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the availability of funds appropriated by the Texas Legislature for that respective claim, suit, or obligation.
- 26.15 The PERFORMING PARTY acknowledges and agrees that this Agreement has been executed, and will be administered in Travis County, Texas. The PERFORMING PARTY also acknowledges and agrees that any permissible cause of action involving this Agreement will arise solely in Travis County. If a legal action related to this claim is permissible and there are two (2) or more counties of proper venue under the rules of mandatory, general, or permissive venue, and one such county is Travis County, the PERFORMING PARTY hereby agrees to venue in Travis County. This provision does not waive the TCEQ's sovereign immunity.

26.16 Any provision of the Contract Documents held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon TCEQ and PERFORMING PARTY, who agree that Contract Documents are reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

26.17 Bankruptcy. If the PERFORMING PARTY files for bankruptcy, the PERFORMING PARTY shall immediately notify TCEQ in writing according to the Notice provisions AND send notification by certified mail directly to TCEQ Bankruptcy Program. The PERFORMING PARTY shall place TCEQ on distribution list for bankruptcy court documents. The PERFORMING PARTY's notice to the bankruptcy program must include the appropriate contract number(s).

**— End of General Conditions —**

This page intentionally left blank.

**AUTHORIZED REPRESENTATIVES/ LOCATION OF RECORDS**

***TCEQ Project Representative***

The individual named below is the TCEQ Project Representative, who is authorized to give and receive communications and directions on behalf of the TCEQ. All communications including all payment requests must be addressed to the TCEQ Project Representative or his or her designee.

**Mailing Address:**

Mr. Joe Walton  
TERP, MC-204  
Texas Commission on Environmental Quality  
Air Quality Division  
P.O. Box 13087  
Austin, TX 78711-3087

**Physical Address:**

Mr. Joe Walton  
TERP, MC-204  
Texas Commission on Environmental Quality  
Air Quality Division  
12100 Park 35 Circle, Bldg. F  
Austin, TX 78753

Telephone No.: (512) 239-4143

Facsimile No.: (512) 239-6161

***PERFORMING PARTY's Authorized Official***

The individual authorized to sign legal documents on behalf of the PERFORMING PARTY.

**Mailing Address:**

Mr. Todd Little  
Ellis County RB Precinct #3  
109 South Jackson  
Waxahachie, TX 75165

**Physical Address:**

Mr. Todd Little  
Ellis County RB Precinct #3  
109 South Jackson  
Waxahachie, TX 75165

Telephone No.: (972) 825-5011

Facsimile No.:

***PERFORMING PARTY's Project Representative***

The individual named in the original application is the PERFORMING PARTY Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY Project Representative or his or her designee.

**Mailing Address:**

Mr. Byron Gentry  
Ellis County RB Precinct #3  
P.O. Box 396  
Italy, TX 76651

**Physical Address:**

Mr. Byron Gentry  
Ellis County RB Precinct #3  
933 College Street  
Italy, TX 76651

Telephone No.: (972) 825-5340

Facsimile No.:

The PERFORMING PARTY agrees to make arrangements necessary to ensure that its authorized Project Representative, or someone to whom that person has delegated his or her authority, is available at all times for consultation with the TCEQ. Written notice of any such delegation will be provided to the TCEQ.

***Designated Location for Records Access and Review***

The PERFORMING PARTY designates the physical location identified in the original application for record access and review pursuant to any applicable provision of this contract.

— End of Authorized Representatives/Location of Records —

This page intentionally left blank.

**SPECIAL CONDITIONS**  
**for**  
**EMISSIONS REDUCTION INCENTIVE GRANT PROGRAM**

**ARTICLE 1. SPECIAL CONDITIONS**

The PERFORMING PARTY agrees to these Special Conditions.

*{This Article is not applicable to this project. The Article number is retained for numbering continuity.}*

**— End of Special Conditions —**

This page intentionally left blank.

**SCOPE OF WORK**  
**for**  
**Texas Emissions Reduction Plan (TERP) Program**  
**Emissions Reduction Incentive Grants (ERIG)**  
**On-Road Replacement Project**

The following Scope of Work contains information on the activities to be conducted and the expenses that will be reimbursed under this Agreement. The information and data provided in the original application submitted by the PERFORMING PARTY may have been altered after submittal to the TCEQ, to ensure that the information in the Scope of Work is accurate. The PERFORMING PARTY has reviewed the Scope of Work and, by signing this Agreement, ratifies, adopts, and agrees to all such alterations.

**ARTICLE 1. ACTIVITY NUMBERS**

1.1. The Project under this Agreement is assigned the following project number 2018-01-0893-ER. The Activities under this Agreement are assigned the following Activity Number(s):

Activity Number	Description; Identified by last 4 digits of VIN
001	Replace 1 On-Road Dump Truck, ID: 1170

1.2 The PERFORMING PARTY shall use the assigned Activity numbers when tracking and reporting to the TCEQ on each Activity.

**ARTICLE 2. EMISSIONS REDUCTIONS AND COST-EFFECTIVENESS**

2.1. For purposes of this Agreement, the emissions reduction and cost per ton projections provided in this Article shall apply.

2.2. The TCEQ has calculated the projected cost per ton of the Project as:

\$11,803.94	Project Cost Per Ton of NO <sub>x</sub> Reduced
-------------	---

2.3. The TCEQ has calculated the projected NO<sub>x</sub> emissions reductions and cost per ton for each Activity as follows:

Activity Number	Total Tons of NO <sub>x</sub> Reduced	Annual Tons of NO <sub>x</sub> Reduced	Activity Cost Per Ton
001	3.3887	0.4841	\$11,803.94

2.4. The TCEQ has calculated the projected NO<sub>x</sub> emissions reductions for the Project as:

3.3887	Total Tons of NO <sub>x</sub> Reduced
--------	---------------------------------------

0.4841	Annual Tons of NO <sub>x</sub> Reduced
--------	--

2.5 The TCEQ will assess achievement of the NO<sub>x</sub> emissions reductions listed in Section 2.4 on the PERFORMING PARTY's successful performance of the Grant Activities as set forth in the General Conditions and this Scope of Work.

This page intentionally left blank.

**ARTICLE 3. ACTIVITY LIFE**

3.1 The duration of the Activity Life for Grant Activities performed under the Grant Agreement is listed below.

Activity Number	Activity Life (Years)
001	7

3.2 The start and end date of the Activity Life for each Grant Activity will be established by the TCEQ in accordance with Article 1.1, General Conditions of this Agreement.

3.3 For on-road heavy-duty vehicle replacement activities, performance of an Activity may be completed earlier than the specified end date if the following conditions are met:

3.3.1 the duration of the Activity Life for that Activity is 5 years;

3.3.2 the Usage Factor for that Activity as listed in Article 5.1 of this Scope of Work is in miles;

3.3.3 the total usage commitment of an Activity, calculated by multiplying the Annual Usage Rate by 5 years, totals 400,000 miles or less; and

3.3.4 the actual total miles of operation of the Grant Equipment from the start date of the Activity Life reaches 400,000 miles.

This page intentionally left blank.

**ARTICLE 4. AREAS OF USE**

4.1 The designated areas of use and percentage of annual use for the Grant Equipment under each Activity are listed below.

Activity Number	Austin Area	Beaumont-Port Arthur Area	Corpus Christi Area	Dallas-Fort Worth Area	El Paso Area	Houston-Galveston-Brazoria Area	San Antonio Area	Tyler-Longview Area	Victoria Area
001	n/a	n/a	n/a	85%	n/a	n/a	n/a	n/a	n/a

4.2 The PERFORMING PARTY agrees that, unless otherwise specified in the Special Conditions of this Agreement, achievement of the NO<sub>x</sub> emissions reductions required for successful performance under this agreement includes operation of the Grant Equipment over the Activity Life for the percentage of annual use in the eligible counties where a percentage of use is listed in Section 4.1 of this Article. The PERFORMING PARTY is not required to operate the Grant Equipment for the specific percentages listed for each individual area, provided that the operation of the Grant Equipment meets the total percentage of annual use in all specified areas where a percentage is listed. Operation of the Grant Equipment in the areas without a percentage of use listed (marked n/a) may not count towards the total combined percentage of annual use unless authorized by the TCEQ, either through amendment of this Scope of Work or other authorization.

4.3 Regardless of the usage percentages for each Activity, the Grant Equipment must be operated at least 75% of Annual Usage in a combination of the designated eligible counties and eligible roadways. These minimum percentage-of-use requirements are in addition to the requirements in Section 4.2 of this Article.

This page intentionally left blank.

- 4.4 The eligible counties included in the areas identified in Section 4.1 of this Article are listed below.
  - 4.4.1 Austin Area: Bastrop, Caldwell, Hays, Travis, and Williamson Counties
  - 4.4.2 Beaumont-Port Arthur Area: Hardin, Jefferson, and Orange Counties
  - 4.4.3 Corpus Christi Area: Nueces and San Patricio Counties
  - 4.4.4 Dallas-Fort Worth Area: Collin, Dallas, Denton, Ellis, Henderson, Hood, Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant, and Wise Counties
  - 4.4.5 El Paso Area: El Paso County
  - 4.4.6 Houston-Galveston-Brazoria Area: Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller Counties
  - 4.4.6 San Antonio Area: Bexar, Comal, Guadalupe, and Wilson Counties
  - 4.4.7 Tyler Longview Area: Gregg, Harrison, Rusk, Smith, and Upshur Counties
  - 4.4.8 Victoria Area: Victoria County
  
- 4.5 The eligible roadways identified in Section 4.3 of this Article are listed below.
  - 4.5.1 Interstate Highway 10 from the Texas/New Mexico border to the Texas/Louisiana border
  - 4.5.2 Interstate Highway 20 from Interstate Highway 10 to the Texas/Louisiana border
  - 4.5.3 Interstate Highway 30 from Rockwall County to the Texas/Arkansas border
  - 4.5.4 Interstate Highway 35 from the Texas/Mexico border to the Texas/Oklahoma border
  - 4.5.5 Interstate Highway 37 from the Gulf of Mexico to Bexar County
  - 4.5.6 Interstate Highway 45 from Montgomery County to Ellis County
  - 4.5.7 U.S. Highway 59 from the Texas/Mexico border to the Texas/Arkansas border
  - 4.5.8 U.S. Highway 79 from Williamson County to the Texas/Louisiana border
  - 4.5.9 U.S. Highway 281 from the Texas/Mexico border to the Texas/Oklahoma border
  - 4.5.10 U.S. Highway 77 from the Texas/Mexico border to Ellis County
  - 4.5.11 U.S. Highway 290 from the Interstate Highway 10 to Waller County

This page intentionally left blank.

**ARTICLE 5. ANNUAL USAGE**

5.1 The table below contains the approved annual usage amount for each Grant Activity that is used to calculate the NO<sub>x</sub> emissions reductions achieved.

Activity Number	Usage Rate	Usage Factor (gallons, hours, or miles)
001	40,000	Miles

5.2 Unless otherwise stated in the Special Conditions of this Agreement, the Annual Usage Rates represent the default usage amounts accepted by the TCEQ for calculation of the emissions reductions and successful performance does not require that those usage rates be met. Alternatively, if the TCEQ has determined that the Annual Usage Rates represent a usage commitment that must be met, additional requirements and obligations for operating the Grant Equipment for annual and total usage amounts will be set forth in the Special Conditions.

This checkbox is provided to highlight for the PERFORMING PARTY if the Annual Usage Rates represent a usage commitment and as a reminder to refer to the Special Conditions for information on additional usage requirements. However, regardless of whether this box is checked, any additional requirements included in the Special Conditions shall apply.

This page intentionally left blank.

**ARTICLE 6. GRANT EQUIPMENT**

6.1 The PERFORMING PARTY as part of its responsibilities to the TCEQ as stated in the General Conditions shall acquire the Grant Equipment listed below. The Gross Vehicle Weight Rating (GVWR) listed for a haul truck tractor-trailer combination or a dump truck permanently pulling a pup trailer may represent the Gross Combined Weight Rating (GCWR), rather than just the GVWR of the vehicle by itself.

Activity Number	Vehicle Description	Vehicle Make	Vehicle Model	Vehicle Year	GVWR	Fuel Type	Engine Make	Engine Model	Engine Year	Engine Family Code	NOx Std Rate (g/bhp-hr)
001	Dump Trucks	Mack	GU713	2018	40,000	Diescl	Volvo	MP8	2017	HVPTH12.8G01	0.2

6.2 The PERFORMING PARTY may purchase a different make, model, or year of vehicle than a unit listed above if the vehicle meets the conditions for an on-road vehicle replacement project established in the General Conditions and Request for Grant Applications, and the vehicle also meets the more specific conditions below.

6.2.1 The vehicle must be the same vehicle description as stated in the table above.

6.2.2 The vehicle must be within the same heavy-duty vehicle gross vehicle weight rating (GVWR) or, for combination truck and trailer, gross combined weight rating (GCWR) category:

- a) Class 2b - 8,501 to 10,000 GVWR
- b) Class 3 - 10,001 to 14,000 GVWR
- c) Class 4 - 14,001 to 16,000 GVWR
- d) Class 5 - 16,001 to 19,500 GVWR
- e) Class 6 - 19,501 to 26,000 GVWR
- f) Class 7 - 26,001 to 33,000 GVWR
- g) Class 8a - 33,001 to 60,000 GVWR
- h) Class 8b - over 60,000 GVWR or GCWR
- i) Class BT - Transit or Urban Bus
- j) Class BS - School Bus

6.2.3 The vehicle must be manufactured for and intended to be used for the same primary function as the vehicle being replaced.

6.2.4 The model year of the replacement vehicle may not be more than three calendar years prior to the calendar year in which the grant application period was opened.

6.2.5 The engine must have the same fuel type.

6.2.6 The engine must be certified to the same or better NO<sub>x</sub> emission standard or family emission limit (FEL).

6.2.7 The vehicle must have the same cab and body type, and including the same type of bed, box, or other unit installed on the frame.

6.2.8 The vehicle size and power configuration may not differ to the extent that the type and amount of work that may be performed by the vehicle would be substantially different.

6.2.9 The vehicle must have the same number and type of axles and wheels.

6.2.10 The vehicle must have the same or similar standard features necessary for performing the primary work for which the vehicle is intended.

6.3 The PERFORMING PARTY shall request confirmation by the TCEQ of any changes to the Grant Equipment for which there is a question about conformance with the eligibility criteria.

6.4 Any changes to the Grant Equipment not meeting the criteria above, as determined by the TCEQ, requires approval by the TCEQ and a change to this Agreement. In most cases, the TCEQ will not process a Request for Reimbursement until such changes are made and PERFORMING PARTY is encouraged to request the TCEQ's review and approval of a change not meeting the criteria above before submission of the Request for Reimbursement, in order to ensure that the TCEQ will accept the change and can reimburse PERFORMING PARTY's eligible expenses.

6.5 PERFORMING PARTY shall document changes to Grant Equipment made in conformance with 6.2 above by inclusion of the equipment information as part of submission of a signed Request for Reimbursement. Upon receipt of the Request for Reimbursement, the TCEQ will review the changes to confirm the eligibility of the new equipment. The TCEQ's acceptance of an equipment change that conforms to 6.2 above will be documented through a memo-to-file document or other change acceptance document developed for that purpose by the TCEQ. A copy of the memo-to-file or other acceptance document will be provided to PERFORMING PARTY.

6.6 Nothing in this Article shall alleviate the responsibility of PERFORMING PARTY to purchase Grant Equipment that meets all eligibility requirements and the TCEQ is not obligated to accept the change in Grant Equipment if the TCEQ determines that the change does not meet all eligibility requirements. In addition, the TCEQ's acceptance and payment of a Request for Reimbursement that includes changes to the Grant Equipment does not remove the ability of the TCEQ to require return of any grant funds paid in reimbursement for purchase of equipment that is later determined to not be eligible.

**ARTICLE 7. VEHICLES BEING REPLACED**

7.1 The PERFORMING PARTY as part of its responsibilities to the TCEQ agrees to replace the following vehicles and complete the disposition of the vehicles being replaced in accordance with Article 17 of the General Conditions:

Activity Number	Vehicle Description	Vehicle Make	Vehicle Model	Vehicle Year	VIN # (last 4 digits)	Engine Make	Engine Model	Engine Year	Engine ID	NOx Std Rate (g/bhp-hr)
001	Dump Trucks	Mack	CH600	1993	1170	Mack	E7	1992	2U0434	5.0

**ARTICLE 8. ACTIVITY GRANT AMOUNT**

8.1 The maximum Grant Amount that may be reimbursed for each Grant Activity is listed below.

Activity Number	Activity Grant Amount
001	\$40,000.00

8.2 Regardless of the maximum Activity Grant Amounts, reimbursements are subject to the requirements of Article 11.9, General Conditions of this Agreement, establishing a reimbursement limit of no more than 80% of eligible incremental costs for each Activity.

8.3 The maximum Activity Grant Amounts and the percentage of incremental costs may be adjusted downward in accordance with the Grant Agreement and statutory limits on reimbursements. Unless otherwise authorized and accepted by the TCEQ, the reimbursements may not result in the Project Cost Per Ton exceeding the Cost Per Ton listed in Article 2.2 of this Scope of Work. In addition, the reimbursements may not result in a Project Cost Per Ton over \$17,500, unless otherwise approved by the TCEQ.

This page intentionally left blank.



# Ellis County Judge Vehicle Policy Manual

## I. GENERAL

### A. Purpose

The purpose of this manual is to promote the safe and authorized operation of the County Judge's Vehicle for Ellis County Department Heads and Elected Officials.

## II. VEHICLE USE

### A. Vehicle Check Out Process

#### 1. Vehicle Request

- i. A request must be made by a "Department Head" or an "Elected Official."
- ii. The request must be made to the County Judge's Office by email at [county.judge@co.ellis.tx.us](mailto:county.judge@co.ellis.tx.us).
- iii. The request must include the name of the employee/official who will be operating the vehicle and must include the proposed use for the request.

#### 2. Vehicle Issuance

- i. If the vehicle is to be obtained and returned during normal working hours the keys will be available in the County Judge's Office.
- ii. Vehicle must be returned to the Ellis County Historic Courthouse in the same condition as it was prior to the request. The vehicle must be returned with the same amount of gas as it had when it was picked up.
- iii. If vehicle is obtained or returned before or after normal working hours the keys will be available at close of business on the day prior and must be returned to the County Judge's Office on the next business day. Vehicles are not permitted to be kept at a private residence for personal use.
- iv. Once the vehicle has been returned, the County Judge's Office will verify mileage and condition.
- v. Funds used for fuel will be the responsibility of the requesting employee/official.

## III. VEHICLE CHANGE/REQUEST FOR CANCELLATION

- A. In the event of a change in usage date or request for cancellation, the using department must notify the County Judge's Office as soon as possible.
- B. The vehicle will be issued on a first come first serve basis.
- C. If a conflict arises then priority will be given in the following order: (a) Emergency (as determined by the County Judge), (b) Out of county travel/conference, (c) Special events, (d) County operations.
- D. If the request is for out of county travel/conference then the request must be made 30 days in advance.

## IV. APPROVAL

- A. Only Ellis County employees/officials **conducting county business** will be allowed to drive the vehicle. The employee/official must be qualified to operate a vehicle through the Ellis County purchasing department.

- B. The “Department Head” or “Elected Official” must verify that the driver of the vehicle is qualified to drive a county vehicle.

V. PROCEDURES FOR VEHICLE RETURN

- A. Park vehicle in Historic Courthouse parking lot.
- B. Remove keys
- C. Ensure that the vehicle is locked.
- D. Return keys to the County Judge’s office.
- E. Return Vehicle Service and Condition Form to the County Judge’s Office.

VI. PRE-APPROVAL

- A. In order for approval to be granted for an employee/official to operate the vehicle, the following procedures and criteria must be compiled:
  - 1. Employees/officials must:
    - i. Read the County Judge Vehicle Policy Manual; and
    - ii. Possess a valid driver’s license and be qualified to drive a county vehicle.
  - 2. Any employee/official approved to operate a vehicle is prohibited from operating such vehicle if the employee/official knows or should know that his/her right or ability to operate such vehicle is impaired, restricted, suspended or revoked.

VII. RIGHT TO DENY APPROVAL

**The County Judge’s Office reserves the right to deny approval of any employee/official to use the vehicle.**

VIII. USE OF VEHICLE

- A. Obligations of Employee/Official
  - 1. Proper License and Authorization to Drive
    - i. The employee/official must have on his/her person a current driver’s license valid for the class of vehicle he/she is operating.
- B. Seat Belts Required
  - 1. Employee/official and passengers must use seat belts while the vehicle is in use, unless expressly excused in writing for medical reasons by a physician.
- C. Obey All Laws
  - 1. Employee/official and passenger must obey all state and local motor vehicle laws. Any traffic tickets, parking tickets or other summonses, citations or violations are the personal responsibility of the employee/official.
- D. No Hitchhikers
  - 1. Transporting hitchhikers is prohibited.
- E. No Drugs or Alcohol
  - 1. No illegal drugs or open alcoholic beverages may be carried or consumed in vehicles.
- F. Locking Vehicle
  - 1. If the vehicle is not being used it must be locked at all times.
- G. Firearms and Weapons
  - 1. Employees/officials may not possess or transport firearms and/or weapons, unless authorized by law.
- H. Duty to Report Damage to or Malfunction of Vehicle

1. Upon return, the employee/official must immediately report in writing any conditions that the employee/official has reason to believe require attention (problems with brakes, steering, lights, or seat belts) to the County Judge's Office.

## IX. ACCIDENTS

### A. Reporting

1. Any accident involving the vehicle must be reported to the County Judge's Office and Purchasing Department immediately.
  - i. Employees/officials involved in accidents are required to abide by county procedures for accidents.

### B. General Guidelines

1. Do not discuss the accident or incident with anyone except appropriate County personnel, the county insurance carrier or designated claims personnel, or the police. Do not discuss or admit fault to anyone except the county insurance carrier or designated claims personnel.
2. If other persons are involved in the accident, attempt to obtain: names and addresses of all persons involved, i.e., passengers, vehicle owner and all witnesses; names of other parties' insurance companies, policy numbers and names of policyholders; and make, year and license number of all vehicles involved in the accident.
3. All accidents resulting in injury to or death of any person or property damage shall be reported immediately to the proper law enforcement office. When in doubt, contact the local police. They will determine whether there is a reportable accident.

### C. Safety

1. The vehicle is permitted to transport only the number of passengers within the occupancy limit as specified in the vehicle operation manuals.

## X. MAINTENANCE PROCEDURES

### A. Service Request

1. Any employee/official using the vehicle must complete a vehicle service and condition form (VSCF) when the vehicle is received and when the vehicle returns from a trip:
  - i. The VSCF must be returned to the County Judge's office before leaving and upon return.
  - ii. The VSCF will include the condition of the vehicle, the mileage, and the fuel level.
2. Vehicle Daily Preventive Maintenance Inspection
  - i. The employee/official is responsible for making sure that the vehicle is cleaned and personal items are taken from the vehicle. Employee/official will perform a daily inspection of the vehicle. The daily inspection should provide attractive, clean, and reliable service.
3. Cleanliness of Returned Vehicle
  - i. The employee/official is responsible for making sure that the vehicle is cleaned and personal items are taken from the vehicle. The County Judge's Office is not responsible for stolen personal items. If the vehicle is unclean when returned to the County Judge's Office, then future use may be restricted for that employee/official.
4. Repair to Vehicle
  - i. No repairs will be made unless they are approved by the County Judge's Office.

**ANY PROBLEMS MUST BE REPORTED TO THE COUNTY JUDGE'S OFFICE BY TELEPHONE AT (972)825-5011.**



**RESOLUTION OF THE ELLIS COUNTY COMMISSIONERS'  
COURT  
REGARDING LOCAL PROVIDER PARTICIPATION FUND  
LEGISLATION**

**WHEREAS**, local safety-net hospitals in Ellis County provide a substantial amount of healthcare services to uninsured and Medicaid patients;

**WHEREAS**, local safety-net hospitals in Ellis County undergo significant financial burden due to being uncompensated (or undercompensated) for the costs they incur in caring for these patients;

**WHEREAS**, local safety-net hospitals in Ellis County do not currently have adequate means to access available federal funds allocated for uncompensated care costs;

**WHEREAS**, a local provider participation fund would allow local safety-net hospitals in Ellis County to access available funding without burdening local taxpayers; and

**WHEREAS**, certain similarly situated counties throughout Texas have been able to authorize and use local provider participation funds, pursuant to enacted legislation similar to the draft legislation attached hereto as **Attachment A**, to access additional funding for unreimbursed uncompensated care;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

- 1) the Commissioners Court of Ellis County hereby declares its support for legislation that would allow Ellis County to create a local provider participation fund; and
- 2) the Commissioners Court of Ellis County specifically supports the draft statutory language attached hereto as **Attachment A**.

**ADOPTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

\_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Randy Stinson, Commissioner, Precinct 1

\_\_\_\_\_  
Lane Grayson, Commissioner, Precinct 2

\_\_\_\_\_  
Paul Perry, Commissioner, Precinct 3

\_\_\_\_\_  
Kyle Butler, Commissioner, Precinct 4

Attest:

\_\_\_\_\_  
Krystal Valdez, County Clerk

**RESOLUTION TO ADOPT USE OF VOTING SYSTEM**

**WHEREAS**, the Commissioners Court of Ellis County during budget hearings on July 24, 2018, heard information from the County Election official, Jana Onyon, regarding an upgrade to the County’s aging voting system; and

**WHEREAS**, on September 25, 2018, the Ellis County Commissioners Court voted to purchase ES&S Voting System from Election System and Software; and

**WHEREAS**, the ES&S Voting System 5.2.4.0 system has been certified by both the Texas Secretary of State and the United States Election Assistance Commission; and

**NOW, THEREFORE, BE IT RESOLVED** the Commissioners Court of Ellis County, Texas, the body responsible for conducting elections on behalf of Ellis County and the various political subdivisions and bodies within Ellis County, as permitted by the Texas Election Code, Chapter 123, **ADOPTS** the ES&S Voting System for use in all elections held in Ellis County; and

**BE IT FINALLY RESOLVED** that the Commissioners Court of Ellis County, Texas, adopts the Election System and Software Voting System with the ExpressVote, DS200 Tabulator Scanner and DS450 Central Scanner, to be used at all early voting and election-day polling locations in Ellis County. This equipment will be used in the election process for Early Voting in person, Absentee, Election Day and Provisional voting for all future elections held in Ellis County.

Duly adopted by vote of the Commissioners Court of Ellis County, Texas on the \_\_\_\_\_ day of March 2019.

**EXECUTED** this \_\_\_\_\_ day of March 2019.

\_\_\_\_\_  
Todd Little - Ellis County Judge

\_\_\_\_\_  
Randy Stinson - Commissioner, Pct. 1

\_\_\_\_\_  
Lane Grayson - Commissioner, Pct. 2

\_\_\_\_\_  
Paul Perry - Commissioner, Pct. 3

\_\_\_\_\_  
Kyle Butler - Commissioner, Pct. 4

ATTEST:

\_\_\_\_\_  
Krystal Valdez, County Clerk

**RESOLUTION TO ADOPT USE OF VOTING SYSTEM**

**WHEREAS**, the Commissioners Court of Ellis County during budget hearings on July 24, 2018, heard information from the County Election official, Jana Onyon, regarding an upgrade to the County’s aging voting system; and

**WHEREAS**, on September 25, 2018, the Ellis County Commissioners Court voted to purchase ES&S Voting System from Election System and Software; and

**WHEREAS**, the ES&S Voting System 5.2.4.0 system has been certified by both the Texas Secretary of State and the United States Election Assistance Commission; and

**NOW, THEREFORE, BE IT RESOLVED** the Commissioners Court of Ellis County, Texas, the body responsible for conducting elections on behalf of Ellis County and the various political subdivisions and bodies within Ellis County, as permitted by the Texas Election Code, Chapter 123, **ADOPTS** the ES&S Voting System for use in all elections held in Ellis County; and

**BE IT FINALLY RESOLVED** that the Commissioners Court of Ellis County, Texas, adopts the Election System and Software Voting System with the ExpressVote, DS200 Tabulator Scanner and DS450 Central Scanner, to be used at all early voting and election-day polling locations in Ellis County. This equipment will be used in the election process for Early Voting in person, Absentee, Election Day and Provisional voting for all future elections held in Ellis County.

Duly adopted by vote of the Commissioners Court of Ellis County, Texas on the \_\_\_\_\_ day of March 2019.

**EXECUTED** this \_\_\_\_\_ day of March 2019.

\_\_\_\_\_  
Todd Little - Ellis County Judge

\_\_\_\_\_  
Randy Stinson - Commissioner, Pct. 1

\_\_\_\_\_  
Lane Grayson - Commissioner, Pct. 2

\_\_\_\_\_  
Paul Perry - Commissioner, Pct. 3

\_\_\_\_\_  
Kyle Butler - Commissioner, Pct. 4

ATTEST:

\_\_\_\_\_  
Krystal Valdez, County Clerk