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**FILED**

**MAY 30 2019**

COUNTY CLERK  
ELLIS COUNTY, TEXAS

CAUSE NO. 1611817

THE STATE OF TEXAS

§  
§  
§  
§  
§

IN THE COUNTY COURT

VS.

AT LAW NO. TWO OF

ANTHONY PARRISH

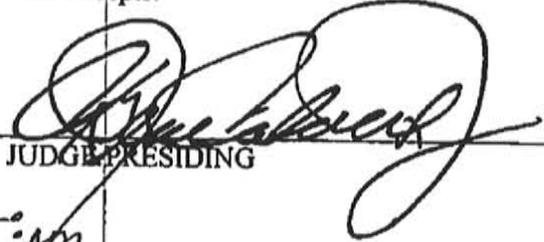
ELLIS COUNTY, TEXAS

**ORDER ON MOTION TO CORRECT COSTS**

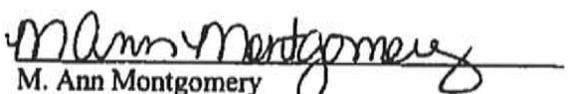
On this 30 day of may, 2019, the Defendant's Motion to Correct Costs Pursuant to Tex. Crim. Proc. Code Ann. Article 103.008 came before this Court. The Defendant's Motion is hereby:

**Granted.** The Judgment should be corrected to remove \$ 1,170.00 in fees assessed under § 118.131 of the Local Government Code and the Defendant should be refunded these fees assessed. The total amount to be refunded to the Defendant is \$ 1,170.00.

**Denied,** to which ruling Defendant excepts.

  
JUDGE PRESIDING

APPROVED AS TO FORM and content: AM

  
M. Ann Montgomery  
First Assistant County & District Attorney  
TBC#24034586

Al6

COUNTY OF ELLIS §  
§  
PRECINCT NO. 3 §

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct and the primary cause of any road, culvert, or bridge degradation: See report for condition; the primary causes of degradation are traffic, heavy equipment, and weather.

2. Amount of money necessary for maintenance of the precinct road during the next fiscal year: ~\$2650,000 includes overhead

3. Number of traffic control devices in the precinct defaced or torn down: 36

4. Any new road that should be opened in the precinct: 0

5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition and the probable cost of the improvements: Auburn Road Bridge + Culverts \$105,000

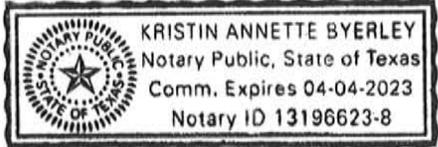
Submitted by the undersigned on this 30 day of May 2019.

Paul D. Perry  
Paul D. Perry, Commissioner, Precinct 3

Subscribed and sworn to, before me, the undersigned authority, this 30 day of May 2019.

Kristin Annette Byerley  
Notary Public Signature

Kristin Annette Byerley  
Notary Public Printed Name



My commission expires: 4/4/2023

2019 Road Report for Ellis County, Pct. 3

Road Name	Asphalt	Chip Seal	Gravel	Dirt	Concrete	Road Condition Rank on scale of 1-5; 1=Poor 5=Excellent	Reason for degradation: TR (truck or heavy equipment), T (traffic), C (third-party construction), W (weather)
Adams Lane			0.007			4	TR, T
Alto Road		1.08				4	TR, T
Alysa Lane					0.66	5	TR
Amanda Lane					0.05	5	TR
Anderson Road		2.800	0.410			2-3	TR, T
Angus Road		1.390				3	TR, C
Arrowhead Road	1.390					5	
Arthur Lane		1.260				3-4	TR, W
Auburn Road		0.765	0.765			2	TR, T, W
Bakers Branch Road		2.110				4-5	TR, T
Barton Road		2.330				4-5	TR, T
Baucum Road		2.410				2-3	TR, C
Beaver Creek Circle		0.260				4	TR
Bee Creek Road		1.000	6.240			2	TR, T, W
Bee Creek Schoolhouse Road		2.490				2	TR, T, W
Bell Branch Road		0.500	3.8			2	TR, T
Bent Creek Court					0.1	5	
Bigham Road		0.830				4	TR, T
Bill Lewis Road		1.860				3-5	TR, W
Blain Road		0.680				3	TR, T
Blair Road		1.450				3-4	TR, T
Blue Ridge Drive					0.24	5	
Bluestem Way					0.35	5	
Boz Road		1.180				4-5	TR, T
Bradbury Lane		0.170				3	TR, T
Brandi Lane		1.380	0.8			2	TR, T
Brigman Road		2.660				3-4	TR, T, W
Brindley Road		1.990				3-5	TR, W

2019 Road Report for Ellis County, Pct. 3

Bud Run Road		0.770				3-4	TR, T, W
Butler Lane			0.3			3	TR, T
Butler Road		1.680				4	TR, T
Campbell Road		3.260				3-4	TR, W
Carolyn Road		1.050				4	TR
Carter Road		0.830				5	TR, T
Cattle Drive		0.180				3	TR, T
Cedar Park Court				0.17		5	
Chambers Drive		0.550				5	TR
College Street/Italy		0.110				4	TR
Colorado Drive				0.12		5	
Compton Drive		0.200				3	TR, T
Compton Lane		0.520				3	TR, T
Cool Springs Drive		0.470				4	TR, T
Cosby Road		3.150	2.5			1-3	TR, T, W
Country Acres Court		0.280				4	TR, T
Country Acres Road		0.380				4	TR, T
Country South Lane				0.47		5	TR, T
Cowan Road			1.840			1-3	TR, T, W
Cox Road		1.660				4	TR, T
Creekside Court		0.110				5	
Crestone Street				0.07		5	
Cripple Creek Drive -- annexed?		0.350				4	TR, T
Crow Road			0.710			2	TR, T
Crownover Road		0.630				4	TR, T
Crystal Drive		0.100				3	TR, T
Cunningham Meadows		1.680				3-4	C, TR, W
Curry Road		1.910				5	TR, T
Curtis Ray Road		1.430				3-4	TR, T, W
Dale Acres Road		8.710				2-4	TR, W
Dallas Street/Italy		0.900				4	TR, T
Dawson Road		1.550				4	TR, T

2019 Road Report for Ellis County, Pct. 3

Denali Way					0.41	5	
Derrs Chapel Road		5.790				2-4	TR, T, W
Diamond Creek Road--annexed?		0.510				4	TR, T
Diana Lynn Road		1.980				4	TR, T
Dilworth Road		1.000				4	TR
Dollie Rd.		0.460				3	TR, T
Dovie Lane			2.500			2	TR, T
Drew Court					0.180	5	
Drew Lane					0.130	5	
Dry Branch Road		1.400				4	TR, T
Duke Road			0.670			2	TR, T
Dunaway Road		1.000				4	TR, T
East Old Maypearl Road		2.600				3-4	TR, T, W
East Pecan Tree Road		2.100				3-4	TR, T, W
Edmondson Road		2.480				2-3	TR, T, W
Edna Road		0.910				2-4	TR, T, W
Eighth Street/Forreston		0.160				3	TR, T
El Camino Road		0.310				4	TR
EP Dawson Road		2.560				4	TR
Eubanks Road		1.330				4	TR, T
Everest Lane					0.18	5	
Falling Leaves Drive		1.250				3	TR, T
Fifth Street/Forreston		0.190				4	TR, T
Finn Road			0.440			2	TR, T
First Street/Maypearl		1.250				2*	TR, T
Flat Court		0.140				4	TR, T
Forreston Cemetery		0.160				4	T
Forreston Road		4.300				4-5	TR, T
Frank's Road		1.800	0.6			3	TR, T
Frost Creek Road		0.350				4	TR
George Scott Blvd.		0.560				3	TR, T

2019 Road Report for Ellis County, Pct. 3

Grainery Road							2	TR, T
Grande Casa Road	0.960	1.150					4	TR, T
Grassy Court	0.140						4	TR, T
Greathouse Circle	0.640						4	TR
Greathouse Road	7.500						2-5	TR, T, W
Greenbark Court	0.150						3	TR, T
Green Meadows Drive	0.400						4	TR
Hamby Road	0.150	0.100					4	TR
Hamrock Road		1.500					3-4	TR, T
Harris Road	1.460						4	TR
Harvey Road		1.040					2	TR, T
Hidalgo Road	0.630						3	TR, T
Higgins Road	1.540						4	TR
High Line Drive	0.380						4	TR
Hight Road	1.600						4	TR
Holder Road	3.200						2-4	TR, T, W
Hollis Road	0.990						5	TR
Honeysuckle Ridge Court					0.150		5	
Hooser Road		1.440					2	TR, T
Howe Circle	0.900						4	TR
Howland Lane	0.340						4	TR, T
Hoyt Road	1.980						4	TR, T
Hyles Street	0.200						4	TR
Indian Creek Road	0.610						4	TR, T
Jackson Road		0.780					3-4	TR, T
Jaycee Drive					0.410		4	
Joanna Lane		2.160					2	TR, T
Joe's Road		1.820					2	TR, T
Johnny Davis Road	0.555	0.555	1.82				3	TR, T
Johnston Road	1.670						4	TR
Jordan Lane	0.400						4	TR

2019 Road Report for Ellis County, Pct. 3

Jordan Run					0.70	5	TR
Judy's Lane			0.4			2	TR, T
Katrina Run				0.070		5	TR
Kellem Lynn				0.09		5	
Kinfolks Lane		1.060				5	TR, T
Kolter Lane				0.3		5	
Kynleigh Lane				0.07		5	
Laurie Lane		0.260				4	TR
Lee Road			0.380			3	TR, T
Lexie Drive	1					4	TR
Linda Lane		0.2				4	TR
Link Crest Lane		0.200				4	TR
Lone Elm Road		3.450				4	TR, T
Lo Water Road		1.160				1-2	TR, T, W
Lowell Road		0.955	0.955			1-4	TR, W
LR Campbell Road		3.590				4	TR
Lumkins Road		3.460				4-5	T
Maddison Wilson Road			0.630			2-3	TR, W
Main Street/Forreston		0.600				4	TR, T
Majors Road			0.65			2	TR, T
Makala Drive				0.270		5	
Marble Lane			0.200			2	TR, T
Martha Road		0.160				3	TR, T
Matthews Road		1.220				4	TR, T
McAlpin Road		0.540				5	TR, T
McConnell Road		0.420				3	TR, W
McKinley Circle				0.480		5	
Meadowcrest Drive		0.420				4	TR
Mesa Road		1.000				2-3+	TR, T, W
Mike Road		1.370				4	TR, T
Morgan Road		4.060				3-4	TR, W

2019 Road Report for Ellis County, Pct. 3

Mountain View Drive		0.510				4	TR
Nellie Belle Lane		0.34				5	W, TR
Newt Road		0.080				3	TR
North Oak Branch Road		3.250				3-4	TR, T, C, W
Oak Branch Circle		0.120				4	TR
Oak Branch Road		4.800				4	TR, T
Oak Branch Trail		0.420				4	TR
Oak Hill Court		0.710				3-4	TR
Oak Lane		0.080				4	TR
Oak Vista Road		1.24				4	TR, T
Old Buena Vista Road		2.998				3-5	TR, T, C
Old Maypearl Road		4.670				2-4	C, TR, T, W
Olvido Road		0.180				4	TR
Onion Creek			some	1.5		1	TR, T
Onion Road		0.800				4	TR, T
Ozro Road		3.500				3-5	TR, T, C, W
Paluxy Court		0.080				4	TR
Pecan Street/Forreston		0.400				5	TR, T
Perimeter Road		0.740				4	TR, T
Pioneer Court		1.020				4	TR, T
Plum Creek Court		0.900				5	
Plum Creek Drive					0.520	5	
Pluto Road			2.810			1-2	TR, T, W
Polo Run		0.250				4	TR
Poppie Circle					0.100	5	
Poppie Lane					0.200	5	
Prairie Clover Court					0.110	5	
Rainbow Lane		0.280				3	TR, T
Ranier Lane					0.180	5	
Red River Court		0.100				4	TR

2019 Road Report for Ellis County, Pct. 3

Red River Drive		0.280					4	TR
Richard Road		1.480					3-5	C, TR, T
Richland Bend Road		2.550					1-2	TR, T, W
Ridge Creek		0.730					3	TR, T
Rocky Drive						0.510	4	TR
Rolling Hills Road		1.170					3-4	TR, T, W
Rollingwood Lane		0.310					2	TR, T
Rollins Road			0.860				2	TR, T
Rosson Road		2.010	1.000				2	TR, T
Rough Creek Road						0.270	4	TR
Sabine Court								
Seine Lane						0.12	5	
Serene Court						0.060	5	
Serene Court						0.28	5	TR
Seventh Street/Forreston		0.130					4	TR, T
Sevier Road		1.500	3.770				2	TR, T
Shallow Creek Court		0.120					4	TR, T
Shallow Creek Drive		0.870					4	TR, T
Shasta Lane						0.070	5	
Shield Road			3.32				2	TR, T
Shorty Lane		0.670					4	TR
Silver River Road		0.270					4	TR, T
Sims Road		0.310	1.000				3	TR, T
Singleton Road		2.800					3-4	TR, C, W
Sixth Street/Forreston		0.120					4	TR, T
Smith Road		1.670					3	TR, T
Smooth Creek Road						0.22	5	
South Ward Street/Italy		0.260					4	TR, T
Spider Road			0.500				2	TR, T, W
Springbrook Drive (city maint.)		0.770						annexed
Spring Hills Drive (city maint.)		0.280						annexed
Stafford Road		0.780					4	TR, T
Stone Field Court						0.190	5	
Stone Ridge Drive						0.190	5	

2019 Road Report for Ellis County, Pct. 3

Sunbeam Court		0.350				0.100	4	TR
Sweetwater Court						0.100	5	TR
Sweetwater Crossing						0.100	5	TR
Tahoe Lane		0.260					4	TR
Taylor Ridge Drive						0.350	5	
Third Street/Forreston		0.050					4	TR
Thunder Road			0.220				2	TR, T
Tower Road -- annexed?		0.500					4	TR, T
Trail Circle						0.100	5	
Trophy Court East		0.110					4	TR
Upchurch Road			0.190				2	T
Vaca Road		0.140					2	TR, T
Vail Lane						0.170	5	
Vinyard Drive		1.160					4	TR, T
Walnut Street/Forreston		0.200					4	TR, T
Waterford Crossing		0.300				0.400	4-5	TR
Waterford Drive						0.17	5	TR
Weakley Branch Road			1.680				2	TR, T
Weatherford Crossing						0.500	5	
West Chambers Drive		1.020					4	TR, T
West Crossmain/Milford		0.200					3-4	TR, W
West Indigo Lane						0.180	5	
West Pecan Tree Road			1.090				3	TR
Whiskers Road			2.780				2	TR, T
Whitehead Lane		0.430					4	TR
Whiterock Road		2.720	0.500				1-3	TR, T, W
Wiggins Road		3.220					4-5	TR, T
Wilemon Road		1.070					4	TR, T
Willow Bend Drive						0.12	5	
Windmill Court						0.13	5	



2019 Road Report for Ellis County, Pct. 3 -- Bridges and Culverts

Bridge Name	Water that it crosses	Bridge Condition Rank on scale of 1-5; 1=Poor 5=Excellent	Reason for degradation: TR (truck or heavy equipment), T (traffic), C (third-party construction), W (weather)
Greathouse Circle Bridge	Chambers Creek Tributary	4	TR, W
Greathouse Road Bridge	Greathouse Branch	4	TR, W
Murr Road Bridge (actually in Pct 4)	Spring Branch		----
Ozro Road Bridge	Boggy Branch	3	TR, W
Smith Road Bridge	Cottonwood Creek	4	TR, W
Auburn Road Bridge	N. Fork Chambers Creek	out	TR, W
Wiggins Road Bridge	N. Fork Chambers Creek	5	TR, W
Barton Road Bridge	Cottonwood Creek	4	TR, W
Barton Road Bridge	E. Fork Chambers Creek	4	TR, W
Oak Branch Road Bridge	Oak Branch	4	TR, W
Bee Creek Road Bridge	S. Fork Chambers Creek	3	TR, W
Bee Creek Road Bridge	Bee Creek	5	TR, W
Bakers Branch Road Bridge	Baker Branch	5	TR, W
Bethel Road Bridge	Baker Branch	4	TR, W
Bethel Road Bridge	Baker Branch Tributary	4	TR, W
Anderson Road Bridge	Chambers Creek Tributary	4	TR, W
Higgins Road Bridge	Baker Branch	4	TR, W
Higgins Road Bridge	Chambers Creek Tributary	4	TR, W
Higgins Road Bridge	Baker Branch Tributary	5	TR, W
Weakley Branch Road Bridge	S. Fork Chambers Creek	2	TR, W
Weakley Branch Road Bridge	Valley Branch	5	TR, W

2019 Road Report for Ellis County, Pct. 3 -- Bridges and Culverts

Pluto Road Bridge	Mill Creek	5	TR, W
Cowan Road Bridge	Mill Creek	5	TR, W
John Davis Road Bridge	Houston Creek	4	TR, W
Duke Road Bridge	Richland Creek Tributary	5	TR, W
Franks Road Bridge	Richland Creek Tributary	4	TR, W
Franks Road Bridge	Richland Creek	5	TR, W
Whiskers Road Bridge	Richland Creek Tributary	5	TR, W
Richland Bend Road Bridge	Richland Creek	5	TR, W
Lowell Road Bridge	Mill Creek Tributary	3	TR, W
Lowell Road Bridge	Mill Creek	3	TR, W
Wray Road Bridge	Mill Creek Tributary	4	TR, W
Cosby Road Bridge	Mill Creek Tributary	5	TR, W
Mike Road Bridge	Mill Creek	4	TR, W
Joanna Lane Bridge	Flat Rock Branch Tributary	5	TR, W
Harris Road Bridge	Hog Creek	4	TR, W
Rosson Road Bridge	Flat Rock Branch	4	TR, W
Rosson Road Bridge	Mill Creek	4	TR, W
Rosson Road Bridge	Mill Creek Tributary	4	TR, W
South Ward Street Bridge	White Rock Branch	5	TR, W
Hamrock Road Bridge	Hog Creek	5	TR, W
Hamrock Road Bridge	Flat Rock Branch	5	TR, W
Hamrock Road Bridge	Mill Creek	5	TR, W
Scheld Road Bridge	Elm Branch	5	TR, W
White Rock Road Bridge	Mill Creek Tributary	5	TR, W
White Rock Road Bridge	Mill Creek Tributary	5	TR, W

2019 Road Report for Ellis County, Pct. 3 -- Bridges and Culverts

Lumkins Road Bridge	Chambers Creek Tributary	3	TR, W
Wright Road Bridge	Chambers Creek Tributary	4	TR, W
Pecan Tree Road Bridge	Big Onion Creek	5	TR, W
Johnston Road Bridge	Big Onion Creek	4	TR, W
Rollins Road Bridge	Houston Creek	4	TR, W
Old Maypearl Road Bridge	Mesquite Branch	5	TR, W
Old Maypearl Road Bridge	Oak Branch	4	TR, W
Old Maypearl Road Bridge	Greathouse Branch	5	TR, W
Old Maypearl Road Bridge	Big Onion Creek	4	TR, W
Morgan Road Bridge	Flat Rock Branch	5	TR, W
Morgan Road Bridge	Hog Creek Tributary	4	TR, W
Bill Lewis Road Bridge	Chambers Creek Tributary	4	TR, W
Greathouse Road Bridge	Draw	5	TR, W
St. Paul Road Bridge	Mountain Creek Tributary	3	TR, W

## 2019 Road Report for Ellis County, Pct. 3 – Bridges and Culverts

Culverts have been replaced on the following roads since Jan. 1, 2019:

Blackchamp Road  
Carter Road at Highway 77  
Cosby Road  
Cosby Road at Shepard Ranch  
Edmonson Road  
Falling Leaves Drive  
Holder Road  
Judy's Lane  
Mesa Road  
Old Maypearl Road  
Ozro Road  
Richland Bend Road  
Rolling Hills Road  
Sevier Road  
South Ward Street  
Wilemon Road  
Witten Road

F1

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
001-0050-50803	Furniture	\$1,100.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-50819	Computer	\$1,100.00

  
Signature of Department Head

5/23/2019  
Date Signed

Aq Extension Office  
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 Spiveck 5/29/19

F2

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED

MAY 21 2019

ELLIS COUNTY  
AUDITOR

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

TRANSFER FROM:

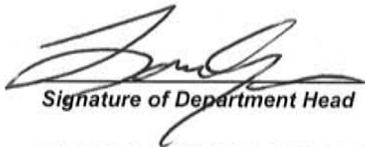
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-303010-00000-000	FM 2 Fund Balance	\$43,000.00

POSTED  
PCT2  
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-508020-00000-000	FM 2 Equipment	\$42,000.00
010-0653-509180-00000-000	FM 2 Hardware/Tools	\$1,000.00

POSTED  
PCT2  
COMPUTER

  
Signature of Department Head

5.20.2019  
Date Signed

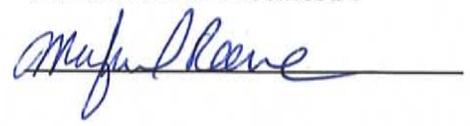
Ellis Co. Commissioner, Pct. 2  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2087/2019

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

Approved by County Auditor's Office:



F3

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED

MAY 28 2019

ELLIS COUNTY  
AUDITOR  
(\$1,290.00)

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
001-0210-407190	Chapter 19 Revenues	

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508000	Chapter 19 Expenses	\$1,290.00


5-24-19
Elections  
 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: DeVonde Spurlink 5/28/19

#4

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
001-0340-506020	Staff Travel Reimbursement	500
001-0340-508350	Employee Training	1000

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0340-508010	Supplies	1500

*Ellis Lee Cormack*  
Signature of Department Head

5/17/2019  
Date Signed

Highway Patrol  
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 Spunk* 5/28/19

F5

RECEIVED

MAY 24 2019

ELLIS COUNTY  
AUDITOR

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
001-0190-508030	Furniture / Fixtures	\$250.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0190-508010	Supplies	\$250.00

  
Signature of Department Head

5/22/2019  
Date Signed

378th District Court  
Department

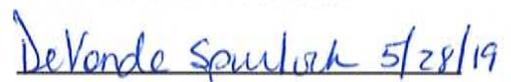
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

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

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

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

Approved by County Auditor's Office:

  
DeVonde Spaulock 5/28/19

FL

RECEIVED

MAY 24 2019

ELLIS COUNTY  
AUDITOR

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

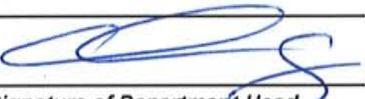
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-303020	Fund Balance	652.90

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-508020	Equipment	652.90

  
Signature of Department Head

May 23, 2019  
Date Signed

010 / SO  
Department

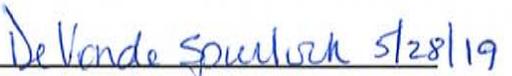
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

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

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

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

Approved by County Auditor's Office:



F7

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

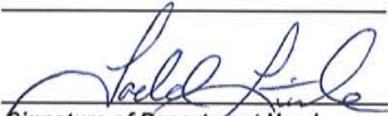
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0390-508030	Furniture/Fixtures	500

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0390-508050	Conference	500

  
Signature of Department Head

5/30/2019  
Date Signed

County Judge  
Department

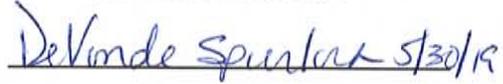
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

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 Spunk 5/30/19

F8

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
024-0924-50802	Equipment	\$1,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
024-0924-50831	Uniform	\$1,000.00

RECEIVED

MAY 29 2019

COUNTY JUDGE

Tim Birdwell  
*Tim Birdwell*  
Signature of Department Head

5/24/2019  
Date Signed

Ellis County Fire Marshal  
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 Spauldon 5/30/19*

2.3

**Explanation of Content**  
**Transaction Number 3655233**



Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

**A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

**B. Lessee's Authorizing Resolution.** The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official

**C. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

**D. Opinion of Counsel.** An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

**E. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

**DOCUMENT CHECKLIST (GOVERNMENTAL LEASE)**  
Transaction Number 3655233 Quote Number 6253780



**These documents were prepared especially for:**

ELLIS COUNTY PCT 4  
101 W MAIN STREET  
WAXAHACHIE, TX 75165

**Dealer:** HOLT TEXAS, LTD, E140  
**Date:** 05/29/2019 **Time:** 9:25 AM  
**Comments:**

**Customer Executed Documents** **Comments**

- Lease Purchase Document \_\_\_\_\_
- Delivery Certification \_\_\_\_\_
- Insurance Verification \_\_\_\_\_
- 8038G or 8038GC \_\_\_\_\_
- Advance Payment (cross out if N/A) \_\_\_\_\_
- Customer Information Verification \_\_\_\_\_
- Tax Exemption Certificate \_\_\_\_\_
- Any necessary Riders/Amendments \_\_\_\_\_
- Lessee's Resolution + Minutes of Meeting **OR** \_\_\_\_\_
- Opinion of Lessee's Counsel \_\_\_\_\_
- Copy of Driver's License (Sole Proprietorships and  
Individuals) \_\_\_\_\_

**Dealer Executed Documents** **Comments**

- Purchase Agreement \_\_\_\_\_
- Dealer Invoice \_\_\_\_\_
- All Credit Conditions Met \_\_\_\_\_

*\*If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*



**Governmental Equipment Lease-Purchase Agreement**  
**Transaction Number 3655233**



**1. PARTIES**

**LESSOR ("we", "us", or "our"):**

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

**LESSEE ("you" or "your"):**

ELLIS COUNTY PCT 4  
 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 PCT 4

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_



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

**WHEREAS**, the laws of the State of Texas (the "State") authorize **ELLIS COUNTY PCT 4** (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)
_____	_____
_____	_____
_____	_____

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, \_\_\_\_\_ of ELLIS COUNTY PCT 4, 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: \_\_\_\_\_  
Date: \_\_\_\_\_





**Verification of Insurance**

**Lessee:**

**LESSOR (we):**

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

**LESSEE (you):**

**ELLIS COUNTY PCT 4**  
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: \_\_\_\_\_

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

Phone No: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

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.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 140M3	Caterpillar Motor Grader	N9D00579		\$250,000.00

**SIGNATURES**

**LESSEE**

**ELLIS COUNTY PCT 4**

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_



**Opinion of Counsel**

**Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3655233) (the "Lease")  
Between ELLIS COUNTY PCT 4("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): \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_





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 PCT 4  
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 PCT 4

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## 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
1, 140M3	Caterpillar Motor Grader	N9D00579		\$250,000.00	\$10,080.00	\$2,705.46

*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 \$2,705.46 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.

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 PCT 4

**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: \_\_\_\_\_

Name (PRINT): \_\_\_\_\_

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

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



## 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	05/29/2019	LSAP-416253780-1

ELLIS COUNTY PCT 4  
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-416253780-1	\$

ELLIS COUNTY PCT 4  
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**

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

**Reference:**

ELLIS COUNTY PCT 4

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





This Purchase Agreement is between **HOLT TEXAS, LTD** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 140M3 Used Caterpillar Motor Grader	N9D00579		\$0.00	\$250,000.00

**Lessee:**  
**ELLIS COUNTY PCT 4**  
**101 W MAIN STREET**  
**WAXAHACHIE TX 75165**

<b>Subtotal</b>	<b>\$250,000.00</b>
<b>Federal Excise Tax</b>	<b>0.00</b>
<b>Other Tax</b>	<b>0.00</b>
<b>Total Purchase Price</b>	<b>\$250,000.00</b>
<b>Unit(s) Delivery Point:</b>	
101 W MAIN STREET	
WAXAHACHIE, TX 75165, ELLIS	

See next page for additional terms and conditions.

**SIGNATURES**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**

**HOLT TEXAS, LTD**

Signature \_\_\_\_\_  
 Name(Print) \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Signature \_\_\_\_\_  
 Name(Print) \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_



1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

**Amendment to Governmental Equipment Lease-Purchase Agreement  
Transaction Number 3655233**



This Amendment to Governmental Equipment Lease-Purchase Agreement (the "Amendment"), dated \_\_\_\_\_, 2019 (the "Effective Date"), to the Governmental Equipment Lease-Purchase Agreement (the "Agreement") dated as of even date herewith for the Transaction Number set out above is by and between the parties identified below.

**PARTIES**

**LESSOR ("we", "us", or "our"):**

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

**LESSEE ("you" or "your"):**

**ELLIS COUNTY, TEXAS**  
101 W. Main Street  
Waxahachie, TX 75165

**TERMS AND CONDITIONS**

1. Capitalized terms used but not defined herein shall have the meaning given them in the Agreement.
2. Except as provided herein, the Agreement shall 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 shall 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.
3. As of the Effective Date, the Agreement is hereby amended as set forth below.

**AMENDMENT**

1. Section 4 of the Agreement (headed "Late Charges") is amended by adding at the conclusion thereof the following: **"Provided, however, that the provisions of this section 4 apply only to the extent they are not inconsistent with Texas Government Code Chapter 2251, the "Prompt Payment Act."**

**SIGNATURES**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**

**ELLIS COUNTY, TEXAS**

Signature \_\_\_\_\_  
Name (print) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name (print) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

2.4

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

Contract Period:  
Start Date: 7/28/2019  
End Date: 07/28/2019

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

Permit# 09151103

Site: 2272 FM 878, Waxahachie, TX 75165

12 visits per year- one every 1 months

B & J Wakefield Services, Inc. (BJWS) will inspect and/or maintain the OSSF of residence at location specified in this contract for the amount of time indicated in this contract. This inspection will cover (1) checking the irrigation pump and spray field to be sure they are operating, (2) checking any warning lights and/or audible alarms for motor malfunctions or failure and (3) testing effluent as required for your type of system. Repair and replacement parts will be an additional charge separate from regular maintenance, and if any job cost are involved. Before any additional work is done, an agreement on time and price for parts and labor will be made. Some items may require deposits. Full payment is required upon job completion. Service charges apply on all service calls other than regular maintenance. If payment is not received this contract will be voided. You will be contacted by letter as well as the regulating authority. If you wish to cancel your contract; please notify us by mail or phone so that we can fill out the appropriate forms. All contracts are for one year; no refunds will be issued. BJWSI is not responsible for any overdrafts on your banking account if debit card is used for your account on file with us.

In the event that repairs are done parts and labor are due upon completion of work which will be at time of invoicing. If payment is not made BJWSI will return to property and removed parts that were installed and keep in our possession until product is paid for. We will provide report indicating what was removed. Property owner shall not use system until repaired.

If the customer notices a problem with the OSSF System, they need to contact B & J Wakefield Services, Inc. as soon as possible. BJWSI will respond within 48 business hours either by phone, fax, email or text to set up a date for repair. Customer is not contracted to BJWSI for repairs just for inspections only. Additional services provided per plan chosen. (see attached plans). By signing this contract; the customer is allowing B & J Wakefield Services, Inc. or a representative of BJWS to gain access to property of location listed above to maintain and service the OSSF system. Customer will only be notified before we enter property if additional annual fee is paid to setup appointment to inspect or repair properties where the OSSF system is located. If repairs are to be less than \$100.00; BJWS may determine if necessary, to proceed with repair to OSSF system without notifying customer; unless customer request otherwise. Any repair over \$100.00 will be scheduled with customer's permission. B & J Wakefield Services, Inc. will not be held liable for damages to property; sewer backups; gaining access to property; or for any items in or around OSSF system. For example; gates, lids, piping, gardens, bushes, plants, walls, failures or results of failures with OSSF system and etc. We do ask customers to leave access to all components of the OSSF system so that we may work or inspect the system without complications. Price sheet (see attached) is part of contract. THE DISINFECTION UNIT WILL BE MAINTAINED BY Customer or BJWSI if serviced monthly or more. Contract start date can be changed by BJWSI Inc., to date of final signature. Contract not valid without approved stamp.

Israel

In accordance with section 2270.002 of the Texas Government Code " B & J Wakefield Services, Inc." does not boycott Israel currently and will not boycott Israel during the term of this agreement.

Pursuant to Section 2252.152, Texas Government Code, by executing this agreement, B & J Wakefield Services, Inc. or our employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

Customer Signature : \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

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

Email address: \_\_\_\_\_ Report will be emailed and tag will be left over tanks

Licensed Maintenance Provider: *Brian S Wakefield, MCP#15* Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

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

Date: 5/7/2019

Phone: (972) 938-3355  
Fax: (214) 988-0867  
www.texasseptic.com / office@texasseptic.com

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

Contract Period  
Start Date: 7/28/2019  
End Date: 7/28/2020

Phone: (972) 825-4943 Subdivision:  
Site: 2272 FM 878, Waxahachie, TX 75165  
County: Ellis  
Installer: SK Septic Services  
Agency: Ellis County Department of Development  
Mfg/Brand: Pro Flo - Gatco (Cajunaire) / Pro Flo

Permit #: 09151103  
Warranty Expired: 10/12/2013

Installed: 10/12/2011 B & J Wakefield Services, Inc.  
12 visits per year - one every 1 months  
Map Key: ID: 5151401

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

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

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

Email address: \_\_\_\_\_ Report will be emailed and tag will be left over tanks

Licensed Maintenance Provider: Brian S Wakefield, MCP#15 Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

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

	SELECT SAVER	SILVER	GOLD	PLATINUM	WARRANTY 1	WARRANTY 2	WARRANTY 3
Annual Contract Cost	\$99.00	\$150.00	\$200.00	\$280.00	\$400.00	\$500.00	\$600.00
Monthly Installments	N/A	\$14.50	\$18.66	\$26.34	\$36.00	\$45.00	\$54.00
Appointment Fee (if necessary)	\$35.00	\$35.00	\$35.00	\$35.00	\$15.00	\$15.00	\$15.00
Service Call Fee	\$75.00	\$65.00	\$35.00	\$20.00	\$10.00	\$10.00	\$10.00
Emergency Service Call (weekend, holidays, non business hours)	\$125.00	\$125.00	\$125.00	\$125.00	\$75.00	\$75.00	\$75.00
Inspections/Year	3	3	3	3	3	3	3
Inspection of Listed Components *	✓	✓	✓	✓	✓	✓	✓
Air Compressor Cleaned		✓	✓	✓	✓	✓	✓
Irrigation pump filter cleaned			once per contract	once per contract	✓	✓	✓
Sprinkler head filters cleaned & adjusted			✓	✓	✓	✓	✓
10% discount parts (excludes Norweco, Jet and special order parts)				✓	✓	✓	✓
Choice of 30lb bucket of chlorine or 1 year supply of waste digestant				✓	✓	✓	✓
All Mechanical parts repaired or replaced at no cost					✓	✓	✓
All Electrical components repaired or replaced at no cost						✓	✓
All reclaimed water piping repaired at no cost							✓
Pump out of system - covered when needed and after initial year of Warranty 3 coverage*							✓

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

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

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

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

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

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

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

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



Credit card type (circle one):

Credit Card Number: \_\_\_\_\_

Name as it appears on credit card: \_\_\_\_\_

Expiration Date: \_\_\_\_\_  
Full Pay or Monthly

CCS Code: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_ Plan \_\_\_\_\_ Signature: \_\_\_\_\_  
Chosen: \_\_\_\_\_

2.5

*Kim Davis*  
*Purchasing*  
*Administrative Assistant*  
*Ellis County*  
*101 W. Main St.*  
*Suite 203*  
*Waxahachie, TX 75165*  
*972-825-5118 Office*  
*972-825-5119 Fax*



**From:** Gina Zimmel [<mailto:gzimmer@co.collin.tx.us>]  
**Sent:** Monday, May 13, 2019 9:33 AM  
**To:** 'Kim Davis' <[kim.davis@co.ellis.tx.us](mailto:kim.davis@co.ellis.tx.us)>  
**Subject:** Collin County interlocal agreement  
**Importance:** High

Hi Kim,  
Collin County Commissioners' Court approved the Interlocal Agreement with Ellis County. Attached is the partially executed agreement. Will you please have Ellis County execute their portion as soon as possible? Collin County is wanting to use the contract with TexasBit for a road project. Please let me know when you think we'll be able to get the fully executed agreement back.

Thank you,  
Gina Zimmel  
Collin County Purchasing  
972-548-4119 Direct

**From:** Kim Davis <[kim.davis@co.ellis.tx.us](mailto:kim.davis@co.ellis.tx.us)>  
**Sent:** Tuesday, April 30, 2019 3:04 PM  
**To:** Gina Zimmel <[gzimmer@co.collin.tx.us](mailto:gzimmer@co.collin.tx.us)>  
**Subject:** Bid Tab

Hi Gina,

Hopefully this is what you are needing. Let me know if you need something else.

Thank you,

**INTERLOCAL AGREEMENT  
BETWEEN COUNTY OF ELLIS AND THE COUNTY OF COLLIN, TEXAS**

This agreement is made this 7 day of May, 2019 between the County of Ellis, Texas and the County of Collin, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between Local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

**WHEREAS**, ELLIS COUNTY and COLLIN COUNTY, as government entities, desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

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

**WHEREAS**, the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.03 of the Government Code; and

**WHEREAS**, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this contract.

I.

The COLLIN COUNTY, hereby makes, constitutes and appoints ELLIS COUNTY it's true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). ELLIS COUNTY will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to ELLIS COUNTY. Upon receipt of request, ELLIS COUNTY will send a form letter to the appropriate vendor (s) for their approval and signature. Upon receipt of authorizing letter from the vendor (s), ELLIS COUNTY will forward a copy of the letter and appropriate Annual Contract to the requesting entity. COLLIN COUNTY agrees that ELLIS COUNTY shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by ELLIS COUNTY according to its usual bidding procedures and in accordance with applicable State statutes.

II.

COLLIN COUNTY agrees that all specifications for selected items shall be as determined by ELLIS COUNTY.

III.

COLLIN COUNTY shall be the party receiving the function, goods, or service and providing payment for such function, goods and /or services.

IV.

COLLIN COUNTY, as paying party, acknowledges and certifies, as a required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to COLLIN COUNTY.

V.

COLLIN COUNTY agrees to pay the supplier for all functions, goods, or services pursuant to this agreement. The successful bidder or bidders shall bill COLLIN COUNTY directly for all items purchased, and COLLIN COUNTY shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

VI.

Michalyn Rains, Purchasing Agent for COLLIN COUNTY, is hereby designated as the official representative to act for COLLIN in all matters relating to this agreement.

VII.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement.

VIII.

This agreement shall take effect upon execution by both signatories.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

\_\_\_\_\_  
COUNTY JUDGE  
ELLIS COUNTY, TEXAS

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

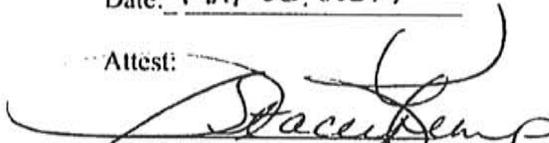
Attest:

\_\_\_\_\_  
COUNTY CLERK

  
\_\_\_\_\_  
COUNTY JUDGE  
COLLIN COUNTY, TEXAS

Date: MAY 08, 2019

Attest:

  
\_\_\_\_\_  
COUNTY CLERK

COURT ORDER NO. 2019-334-05-07

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Interlocal Agreement, Ellis County - Purchasing

On May 7, 2019, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Chris Hill  
Susan Fletcher  
Cheryl Williams  
Darrell Hale  
Duncan Webb

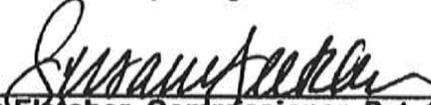
County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4

During such session the court considered a request for approval of an Interlocal Agreement with Ellis County.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Agreement with Ellis County, per Texas Government Code 791.001-791.029. Same is hereby approved as per the attached documentation.

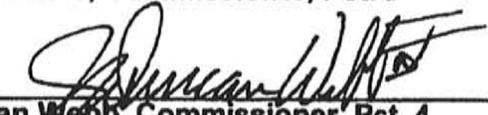


  
Chris Hill, County Judge

  
Susan Fletcher, Commissioner, Pct. 1

  
Cheryl Williams, Commissioner, Pct. 2

  
Darrell Hale, Commissioner, Pct. 3

  
Duncan Webb, Commissioner, Pct. 4

ATTEST:

  
Stacey Kemp, Ex-Officio Clerk  
Commissioners Court  
Collin County, T E X A S



DEPARTMENT OF DEVELOPMENT  
Ellis County

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

**CONSENT AGENDA ITEM**  
Ellis County Commissioners' Court  
June 4, 2019



**SHORT TITLE:**

Correction to Minute Order 450.18.

**LEGAL CAPTION:**

Consider and act upon a correction to Minute Order 450.18 approved by the Commissioners' Court on October 23, 2018, Agenda Item 1.2.



**PURPOSE:**

The property owner discovered an error in this minute order when she tried to close on the property with the title company. The approved minute order lists the wrong lot information on the alley abandonment approved by the Commissioners' Court on October 23, 2018. This amended minute order will correct this scrivener's error, and nothing else is needed to satisfy any other requirements.



**ATTACHMENTS:**

1. Draft corrected order



**RECOMMENDATION:**

Staff recommends **approval** of this corrected/amended minute order, as presented.



**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1**

**CORRECTION TO MINUTE ORDER 450.18  
APPROVED BY THE COMMISSIONERS' COURT OF ELLIS COUNTY  
ON OCTOBER 23, 2018, AGENDA ITEM 1.2**

**ABANDONMENT OF A PORTION OF AN ALLEYWAY**

**~~LOTS 6, 8 AND 23-27, BLOCK 17,~~ LOTS 6, 7, 8, 9 AND 23, 24, 25, 26 IN BLOCK 17 SKYLINE ACRES**

On this the 4<sup>TH</sup> day of June 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:**

- |  |  |
|--|--|
| <input type="checkbox"/> Randy Stinson, Commissioner, Pct. 1 | <input type="checkbox"/> Paul Perry, Commissioner, Pct. 3  |
| <input type="checkbox"/> Lane Grayson, Commissioner, Pct. 2  | <input type="checkbox"/> 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 CORRECTING MINUTE ORDER 450.18 APPROVED BY THE COMMISSIONERS' COURT OF ELLIS COUNTY ON OCTOBER 23, 2018, AGENDA ITEM 1.2 VACATING OF A PORTION OF ALLEYWAY LOCATED BETWEEN ~~LOTS 6, 8, 10 AND 23-27, BLOCK 17,~~ LOTS 6, 7, 8, 9 AND 23, 24, 25, 26 IN BLOCK 17 ACRES. THE AREA CONTAINS ± 0.15 ACRES (± 6,300 SQUARE FEET) OF LAND LOCATED BETWEEN CECILIA AVENUE AND BREEZY HILLS STREET ± 400 FEET NORTH OF SKYLINE DRIVE, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MIDLOTHIAN, ROAD & BRIDGE PRECINCT NO. 4., 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 ABANDONMENT AND VACATION.**

The Commissioners' Court finds that the alleyway abandonment is incorporated into the body of this order as if fully set forth herein and the granting of the change will not impact adversely on public health,



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

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

safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the roadway. This request ensures the property meets the minimum lot size requirements to have one contiguous piece of property to place a residential structure and septic system

**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 road frontage requirement, subject to the following conditions:

- 1) A variance for lot width and area along with a variance to the septic regulations is required prior to the application for a replat on this property.
- 2) A replat shall be submitted and approved by the Commissioners' Court prior to the issuance of any permits for this property.
- 3) The on-site sewage facility shall be reviewed before any permits are issued for this property.
- 4) Only one (1) habitable structure is allowed per lot.

**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 roadway 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 4<sup>TH</sup> DAY OF JUNE 2019.**

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

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

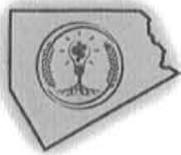
\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

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

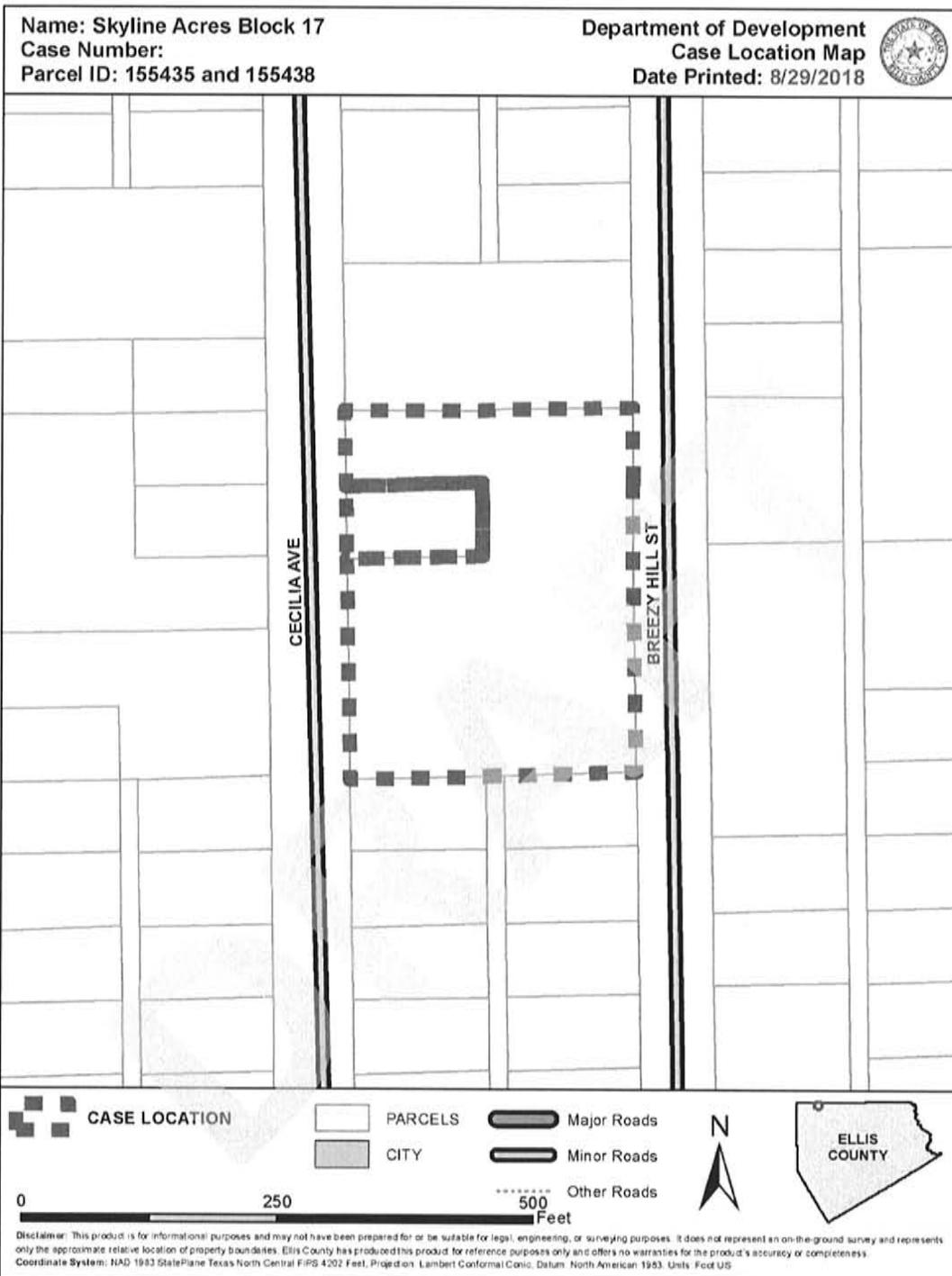
\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

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



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



06-98090 32-536744 Author: nick magnis GIS@co.ellis.tx.us Date Printed: 8/29/2018 G:\GIS\EC\03 Development\Case Location Maps\2018\EllisCoTx\_250810\_081718.mxd



**ATTACHMENT NO. 2**

**NOTICE OF INTENT TO APPLY FOR ORDER CLOSING, DISCONTINUING,  
 ABANDONING AND VACATION COUNTY ROADWAY**

We the undersigned landowners, hereby give NOTICE that we are applying to the Ellis County Commissioners Court for an Order Pursuant to the provisions of Tex. Trans. Code 251.052 and 251.058 closing, discontinuing, abandoning and vacating the following public roadway:

That portion of alleyway and depicted on Exhibit "A", which is attached hereto and incorporated herein, located entirely within the area of Road and Bridge Precinct 4 for Ellis County. The portion between Lots 6, 7, 8, 9 and 23, 24, 25, 26 in Block 17 of Skyline Acres Addition. Beginning at the Southeast corner of Lot 6 and the Southwest Corner of lot 23 and extending to the Northeast corner of Lot 9 and the Northwest corner of Lot 26.

A hearing on the proposed closing will be conducted on the first regular meeting of the Ellis County Commissioners Court following the expiration of twenty days from the date of this Notice.

Signature of requestor: <u>[Signature]</u> DATED this the <u>9</u> day of <u>September</u> 2018. Signature <u>[Signature]</u> Printed Name <u>Diana Ciran</u> Address <u>4750 Breezy Hill st</u> Telephone <u>972-825-2016</u>	Signature <u>[Signature]</u> Printed Name <u>Lisa Williams</u> Address <u>4758 Cecilia Ave</u> Telephone <u>469-323-1617</u>
Signature <u>[Signature]</u> Printed Name <u>Janie L. Rodriguez</u> Address <u>4741 Cecilia Middlethian TX</u> Telephone <u>817-308-5870</u>	Signature <u>[Signature]</u> Printed Name <u>Tracee Sherwin</u> Address <u>4914 Gorking Ave Middlethian TX</u> Telephone <u>972-955-9048</u>
Signature <u>[Signature]</u> Printed Name <u>Steve Lindsey</u> Address <u>4920 Cecilia Ave Middlethian TX</u> Telephone <u>214-534-1818</u>	Signature <u>[Signature]</u> Printed Name <u>Kathryn Lindsey</u> Address <u>4934 Charles Middlethian TX</u> Telephone <u>214-534-5812</u>
Signature <u>[Signature]</u> Printed Name <u>CHRIS CARPENTER</u> Address <u>1020 TAYMAN DR.</u> Telephone <u>972-740-7316</u>	Signature <u>[Signature]</u> Printed Name <u>Kenneth Mayfield</u> Address <u>4730 RUBY AVE</u> Telephone <u>214-704-1210</u>

3.4



**DEPARTMENT OF DEVELOPMENT**  
Ellis County

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

**CONSENT AGENDA ITEM**  
Ellis County Commissioners' Court  
June 4, 2019



**LEGAL CAPTION:**

Consider and act upon a request to add a salary range and increase to the Construction Inspector position in the Department of Development. No amendment or new monies are sought for this request as there are salary savings.



**PURPOSE:**

During the FY 18-19 budget, a salary range was inadvertently left off one of the construction inspector positions. The other inspector positions have the range built in as part of the budget. I am requesting that originally intended salary range and proposed increase for the Construction Inspector as indicated below.

Position	Employee	Salary Range	New Salary
Construction Inspector	Kevin Prince	\$56,000 - \$60,000	\$58,322.01

There are no new monies allocated for this request as the department currently has salary savings that exceed \$14,000 due to the delayed hire/transfer of one staff member 2 ½ months into the FY 18-19 budget. This prorated amount for the rest of the budget year is projected to be between \$400 - \$500. I have spoken to the Treasurer about this request and she confirms these numbers and this process. If approved, this increase would take effect on June 4th or June 5th.

The current employee, Kevin Prince, was the first of three inspectors to pass a rigorous test and obtained the Site Evaluator (SE) license, established by the Texas Council on Environmental Quality (TCEQ) for OSSF evaluations. This license is a higher classification than the Designated Representative (DR) currently possessed by all the inspectors and will give the inspectors greater authority ensuring the right OSSF systems are installed based on the soil types.



**RECOMMENDATION:**

Staff recommends approval of the salary range and increase for the Construction Inspector, as presented.



**APPROVED AND PRESENTED BY:**

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

3.5

## Theresa Taylor

---

**From:** Miykael Reeve <miykael.reeve@co.ellis.tx.us>  
**Sent:** Tuesday, May 21, 2019 10:27 AM  
**To:** Theresa Taylor  
**Subject:** RE: Quote for Report.

We still have some money. This shouldn't be an issue.

Thanks

Miykael Reeve, CGFO  
County Auditor  
Ellis County Texas



101 W. Main ST., STE 301  
Waxahachie, Texas 75165

Phone (972) 825-5122  
Fax (972) 825-5124

*Line 018-0908-508880 \$ 117K Available*

**From:** Theresa Taylor [mailto:theresa.taylor@co.ellis.tx.us]  
**Sent:** Tuesday, May 21, 2019 10:24 AM  
**To:** Miykael Reeve <miykael.reeve@co.ellis.tx.us>  
**Subject:** FW: Quote for Report.  
**Importance:** High

Miykael,

We need this report for open enrollment. Are there enough funds available to add this in?

Theresa K. Taylor

**From:** Daniel Burrell <DBurrell@harriscomputer.com>  
**Sent:** Tuesday, May 21, 2019 10:25 AM  
**To:** Theresa Taylor <theresa.taylor@co.ellis.tx.us>; Sharon Mancilla <sharon.mancilla@co.ellis.tx.us>  
**Subject:** Quote for Report.  
**Importance:** High

Here is the quote for the Open enrollment report. It would be created so you can edit the Payroll Items at any time. Let me know ASAP if this is what you want. Thank You. I will need to know ASAP so we can get it done by July 15<sup>th</sup>.

**Daniel Burrell**  
Application Consultant, Professional  
Services  
P: 303-226-0050 x75302  
E: [DBurrell@harriscomputer.com](mailto:DBurrell@harriscomputer.com)



520 Zang Street Suite 200  
Broomfield, Colorado  
80021  
[www.harriserp.com](http://www.harriserp.com)

This message has been sent on behalf of a company that is part of the Harris Operating Group of Constellation Software Inc. These companies are listed [here](#). If you prefer not to be contacted by Harris Operating Group [please notify us](#).

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message.



Company Address 1224 Fern Ridge Parkway  
Suite 100  
Creve Coeur, MO 63141  
US

Created Date 5/21/2019  
Expiration Date 6/30/2019  
Quote Number 00001998

Prepared By Tammy Dimanna  
Email tdimanna@harriscomputer.com

Contact Name Miykael Reeve  
Phone (972) 825-5122  
Email miykael.reeve@co.ellis.tx.us  
Fax (872) 825-5124

Bill To Name Ellis County, TX  
Bill To 109 South Jackson  
Waxahachie, TX 75165  
USA

Ship To Name Ellis County, TX  
Ship To 400 Ferris Ave  
Waxahachie, TX 75165  
USA

Product	Product Description	Line Item Description	Quantity	Sales Price	Total Price
INNOPRISE-PS	Innoprise Professional Services	Develop Custom Open Enrollment Report per specifications in SDR for JIRA# IHP-6080	1.00	\$3,200.00	\$3,200.00
TERMS-501	<p>Payment Terms: 50% due upon signing. The balance will be invoiced upon delivery and due Net 30.</p> <p>Acceptance Terms:</p> <p>Testing: - Upon completion of the work described in this document the affected program(s) will be deployed to the customer's TEST environment. - The client will have thirty (30) calendar days from the day the TEST environment is updated for acceptance testing. - Issues reported during this 30 day test period will be resolved at no charge, provided they are within the scope of work defined in this document. - All issues reported after the 30 day test period will require a Change Order, unless Harris ERP agrees in writing prior to the end of the 30 day test period to extend the test period.</p>		1.00	\$0.00	\$0.00
TERMS-ACCEPT	<p>- Any changes requested by the Client that are outside the scope of work specified in this document will require a Change Order.</p> <p>Acceptance: The work contained within this document is deemed completed and accepted when one of these criteria is met:  - The work is moved to the LIVE environment upon customer approval. - 30 days has elapsed from delivery of the work into the</p>		1.00	\$0.00	\$0.00



customer TEST environment.  
Note: Any items requiring support following acceptance of this work should be logged through the Support Desk.

Purchase Order # \_\_\_\_\_

Subtotal	\$3,200.00
Total Price	\$3,200.00
Grand Total	\$3,200.00

**Acceptance:**

\_\_\_\_\_  
Signature of Authorized Representative

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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