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Jessica Grigsby  
Assistant County Auditor  
jessica.grigsby@co.mclennan.tx.us



McLennan County Auditor's Office  
214 N. Fourth Street, Suite 100  
Waco, Texas  
Voice (254) 757-5156  
Fax (254) 757-5157

**RECEIVED**  
**APR 28 2020**  
**COUNTY JUDGE**

April 24, 2020

Honorable Todd Little  
Ellis County Judge & Commissioners  
101 W. Main St., 1st Floor  
Waxahachie, TX 75165

Ellis County's portion of the salary supplement & fringes for the 10<sup>th</sup> Court of Appeals Justices for October 1, 2019 to September 30, 2020 is \$1,933.91 (see attached). Please remit a check to McLennan County for your portion within 30 days. Mail to:

McLennan County Auditor's Office  
Attention: Jessica Grigsby  
214 N. 4<sup>th</sup> Street, Suite 100  
Waco, TX 76701-1366

If you have any questions you can reach me at 254-757-5031 or [jessica.grigsby@co.mclennan.tx.us](mailto:jessica.grigsby@co.mclennan.tx.us).

Sincerely,

*Jessica Grigsby*  
Jessica Grigsby

County Judge \_\_\_\_\_ Date \_\_\_\_\_  
001-0140-508310  
Admin Judicial

APR 28 2020  
JESSICA GRIGSBY  
ASSISTANT COUNTY AUDITOR  
214 N. 4TH STREET, SUITE 100  
WACO, TEXAS 76701-1366

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Salary Supplement & Fringes for 10th Court of Appeals Justices  
October 1, 2019 - September 30, 2020

	Total Supplement	FICA 6.20%	Medicare 1.45%	Retirement 13.26%	TOTAL
				14.40%	
Chief Justice Thomas Gray	9,000.00	558.00	130.50	1,270.35	10,958.85
Justice Rex Davis	9,000.00	558.00	130.50	1,270.35	10,958.85
Justice John Neill	9,000.00	558.00	130.50	1,270.35	10,958.85
	<b>27,000.00</b>	<b>1,674.00</b>	<b>391.50</b>	<b>3,811.05</b>	<b>32,876.55</b>

Hamilton	-
Bosque	1,933.91
Brazos	1,933.91
Burleson	1,933.91
Coryell	1,933.91
Ellis	1,933.91
Falls	1,933.91
Freestone	1,933.91
Hill	1,933.91
Johnson	1,933.91
Leon	1,933.91
Limestone	1,933.91
Madison	1,933.91
Navarro	1,933.91
Robertson	1,933.91
Somervell	1,933.91
Walker	1,933.91
McLennan	1,933.99
	<b>32,876.55</b>

Retirement 13.26% - Oct - Dec  
Retirement 14.40% - Jan - Sept

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## Texas Local Government Code § 381.004. Community and Economic Development Programs

### Search Texas Statutes

#### Search by Keyword or Citation

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SEARCH

[« Prev \(https://codes.findlaw.com/tx/local-government-code/loc-gov-t-sect-381-003.html\)](https://codes.findlaw.com/tx/local-government-code/loc-gov-t-sect-381-003.html)

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(a) In this section:

- (1) "Another entity" includes the federal government, the State of Texas, a municipality, school or other special district, finance corporation, institution of higher education, charitable or nonprofit organization, foundation, board, council, commission, or any other person.
- (2) "Minority" includes blacks, Hispanics, Asian Americans, American Indians, and Alaska natives.
- (3) "Minority business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by members of one or more minorities.
- (4) "Women-owned business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by one or more women.

(b) To stimulate business and commercial activity in a county, the commissioners court of the county may develop and administer a program:

- (1) for state or local economic development;
- (2) for small or disadvantaged business development;
- (3) to stimulate, encourage, and develop business location and commercial activity in the county;
- (4) to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses;
- (5) to improve the extent to which women and minority businesses are awarded county contracts;
- (6) to support comprehensive literacy programs for the benefit of county residents; or
- (7) for the encouragement, promotion, improvement, and application of the arts.

(c) The commissioners court may:

- (1) contract with another entity for the administration of the program;
- (2) authorize the program to be administered on the basis of county commissioner precincts;
- (3) use county employees or funds for the program; and
- (4) accept contributions, gifts, or other resources to develop and administer the program.

(d) A program established under this section may be designed to reasonably increase participation by minority and women-owned businesses in public contract awards by the county by establishing a contract percentage goal for those businesses.

(e) The legislature may appropriate unclaimed money the comptroller receives under Chapter 74, Property Code, for a county to use in carrying out a program established under this section. To receive money for that purpose for any fiscal year, the county must request the money for that fiscal year. The amount a county may receive under this subsection for a fiscal year may not exceed an amount equal to the value of the capital credits the comptroller receives from an

electric cooperative corporation on behalf of the corporation's members in the county requesting the money less an amount sufficient to pay anticipated expenses and claims. The comptroller shall transfer money in response to a request after deducting the amount the comptroller determines to be sufficient to pay anticipated expenses and claims.

(f) The commissioners court of a county may support a children's advocacy center that provides services to abused children.

(g) The commissioners court may develop and administer a program authorized by Subsection (b) for entering into a tax abatement agreement with an owner or lessee of a property interest subject to ad valorem taxation. The execution, duration, and other terms of the agreement are governed, to the extent practicable, by the provisions of [Sections 312.204](https://1.next.westlaw.com/Link/Document/FullText?findType=L&originatingContext=document&transitionType=DocumentItem&pubNum=1000185&refType=LQ&originatingDoc=le968a5600f9311ea9452a4b9bb4a2e06&cite=TXTX) (<https://1.next.westlaw.com/Link/Document/FullText?findType=L&originatingContext=document&transitionType=DocumentItem&pubNum=1000185&refType=LQ&originatingDoc=le968a5600f9311ea9452a4b9bb4a2e06&cite=TXTX>), [312.205](https://1.next.westlaw.com/Link/Document/FullText?findType=L&originatingContext=document&transitionType=DocumentItem&pubNum=1000185&refType=LQ&originatingDoc=le968a5620f9311ea9452a4b9bb4a2e06&cite=TXTX) (<https://1.next.westlaw.com/Link/Document/FullText?findType=L&originatingContext=document&transitionType=DocumentItem&pubNum=1000185&refType=LQ&originatingDoc=le968a5620f9311ea9452a4b9bb4a2e06&cite=TXTX>), and [312.211, Tax Code](https://1.next.westlaw.com/Link/Document/FullText?findType=L&originatingContext=document&transitionType=DocumentItem&pubNum=1000185&refType=LQ&originatingDoc=le968a5620f9311ea9452a4b9bb4a2e06&cite=TXTX) (<https://1.next.westlaw.com/Link/Document/FullText?findType=L&originatingContext=document&transitionType=DocumentItem&pubNum=1000185&refType=LQ&originatingDoc=le968a5620f9311ea9452a4b9bb4a2e06&cite=TXTX>), as if the commissioners court were a governing body of a municipality.

(h) The commissioners court may develop and administer a program authorized by Subsection (b) for making loans and grants of public money and providing personnel and services of the county.

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[Read this complete Texas Local Government Code § 381.004. Community and Economic Development Programs on Westlaw](https://1.next.westlaw.com/Document/I01AA65801B1C11EA81BB9350DACFF4DC/View/FullText.html?originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)))

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  - [Supreme Court Will Hear Several Significant Cases in May: And We Can All Watch! \(https://blogs.findlaw.com/supreme\\_court/2020/04/supreme-court-will-hear-several-significant-cases-in-may-and-we-can-all-watch.html\)](https://blogs.findlaw.com/supreme_court/2020/04/supreme-court-will-hear-several-significant-cases-in-may-and-we-can-all-watch.html)
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# Ellis County Museum, Inc.

Waxahachie, Texas

Home Page

This site contains historical information and links for Ellis County, its communities, and other items of local historical interest.

It is constantly being updated so check back regularly for new additions and information.

When you visit Waxahachie and the Ellis County Museum, don't run off, enjoy an overnight stay and the charm of this turn-of-the-century town!

[Follow this link for Waxahachie's accommodations.](#)

**Museum hours are: Monday - Saturday, 10 AM - 5 PM.**

**CLOSED SUNDAYS**

**No Admission - DONATIONS ACCEPTED**

**HAPPY HOLIDAYS!**

**HOLIDAY HOURS**

**The museum will be closed December 25th & 26th  
and January 1st.**



## Historical Information

### Updates

[Recently added historical information](#)

[First Football Game - 1897](#)

[Texas Oil Products](#)

[Superconducting Super Collider \(SSC\)](#)

### County

[Ellis County](#)

[Ellis County Courthouse](#)

[Courthouse Faces](#)

[Ellis County Cemeteries](#)

[Ellis County Communities](#)

[Ellis County Jail - 1888](#)

### Communities

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[Maypearl](#)

[Midlothian](#)

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[Bessie Coleman](#)

### Structures

[The Texas Theater](#)

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[Oak Lawn History & Photos](#)

[Marvin College](#)

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[Joshua Chapel A. M. E. Church](#)

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### Newsletters

### Governing Documents & Policies

[By-Laws](#)

[Collection Management Policy](#)

[Board of Directors](#)

The Ellis County Museum, Inc. is a private, non-profit organization dedicated to preserving the history of Ellis County. It was organized in 1968 by local citizens to serve as a repository for materials contributing to the historical interpretation of the county. The museum is housed in an 1889 structure located in downtown Waxahachie across the street from the Ellis County Courthouse. Museum hours are: Monday - Saturday, 10:00am - 5:00pm.

## Museum Membership

Join the Ellis County Museum.

Benefits of membership are: Museum newsletter, private previews for new exhibits, invitations to special events and lectures, exhibition announcements mailed to your home, 10% discount on gift shop items, and the general support of local history. Annual dues amounts are: Individual, \$15; Family, \$25; "Super" Family, \$50; Patron, \$100; Sponsor, \$200; Advocate, \$500; Benefactor (lifetime), \$1000; Business/Organization, \$50-\$100.

## Our Mission

The purposes of the Ellis County Museum are (1) to collect, preserve, and interpret artifacts and information on the scientific, technological, artistic, social, political, educational, natural, economic, and cultural history of Ellis County; (2) to make Museum holdings and information accessible to the public by means of publication and exhibition; (3) and to engage in and to encourage others to engage in study and educational use of Museum holdings and collections.

## Museum Happenings, Events, Exhibits

ELLIS COUNTY MUSEUM

**BROWN BAG**

SPEAKER SERIES

The Ellis County Museum restarted its Brown Bag speaker series in September of 2009. This series features county residents speaking on local history and other topics of local interest. The event takes place the fourth Friday of the month from 12 - 1 PM at the Ellis County Museum, 201 S. College St. in downtown Waxahachie. The Brown Bag lunch series takes place in September, October, January, February, March, and April.

\*\*Brown Bag logo courtesy of Mr. Jim West.

## Upcoming Museum Events

### Historic Postcards



### Historic Photographs



### Special Events



## Gingerbread Trail Home Tour

The Gingerbread Trail is an annual home tour sponsored by the Ellis County Museum. Proceeds from this event play a large part in the museum's annual budget. The 2017 Trail will be the 49th year of the event. The Trail occurs on the first full weekend in June and features five historic homes, Ellis County Courthouse tours and other activities. Visit the Trail page for year specific information for this event.

## Links

[Lots of Links](#)

[Texas Lakes Trail](#)

2017 - 2018 Brown Bag Series

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September 22nd  
Mr. Larry Felty  
"Folk Art - A Discussion of Folk Art Forms"



including  
Chip Art, Crown of Thorns, Carved Chains, Memory  
Jugs, Practicals and Whimsies

---

October 27th  
Mr. David Smith  
"Saddlebags and Bibles - Circuit Riding Preachers"

---

January 26th  
Mr. Jack Dunaway  
"50 Local Birds to Teach Your Children and  
Grandchildren to Identify"

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February 23rd  
Mr. Kirk Hunter & Ms. Maureen Moore  
"The Arts - One Pillar of Chautauqua"

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March 23rd  
To Be Announced

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April 27th  
Ms. Nancy Farrar  
"Women of Early Texas and Ellis County"

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This informal lunch series is free and open to the public. This idea was originally conceived and organized by Ms. Julie Webb a number of years ago and has been re-initiated by Ms. Beth Price.

Past Brown Bag Speakers

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Waxahachie Downtown  
Merchants

Local Accommodations

Ellis County Rural Heritage  
Farm

Ellis County Museum

Proud member of

 Waxahachie  
Chamber of Commerce



### Home Tour

The Gingerbread Trail is an annual home tour sponsored by the Ellis County Museum. Proceeds from this event play a large part in the museum's annual budget. The 2017 Trail will be the 49th year of the event. The Trail occurs on the first full weekend in June and features five historic homes, Ellis County Courthouse tours and other activities. Visit the [Trail page](#) for year specific information for this event.

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### Ellis County Museum Highlights of 2016 - 2017

#### Fiscal Year

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Did You Know?

The Early History of the Texas Theater  
in Waxahachie

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Upcoming Museum Events

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New Exhibit



### The Masonic Temple: A Lasting Presence

This exhibit takes a detailed look at the history of the Masonic Temple building on the corner of College and Franklin Streets. Built in five months in 1889, this regal structure has anchored the southeast corner of the Courthouse Square for over 120 years. Visit the Ellis County Museum to explore this in-depth study of Block 14, Lot 1, the current site of the Ellis County Museum.

### Other new attractions in the Museum!

Please check out the new audio additions to the Home Front and Paul Richards exhibits. Local residents recall aspects of life "at home" during World War II and Richards talks about his baseball career.

### Exhibits

#### Paul Richards

Professional Baseball Player and Manager

\*\*\*

#### "The Home Front"

Ellis County in World War II

\*\*\*

#### Doll & Doll Furniture Display

Organized and installed by the Waxahachie Doll Club

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### Contact Information

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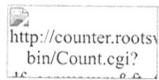
FAX: 1-972-937-0681

Postal Address: P.O. Box 706, Waxahachie, Texas 75168

Street Address: 201 S. College St., Waxahachie, Texas 75165

Electronic Mail: [ecmuseum@sbcglobal.net](mailto:ecmuseum@sbcglobal.net)

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Alb

**ROTARY CLUB OF WAXAHACHIE  
P.O. BOX 2920  
WAXAHACHIE, TEXAS 75168**

**CONTACT: Melissa Ballard (972) 351-1750  
Or [mballard@townsquaretitle.com](mailto:mballard@townsquaretitle.com)**

Commissioner Randy Stinson  
Ellis County Courthouse  
109 S Jackson St  
Waxahachie, TX 75165

RE: Flag Billing for 2020 – 4 = \$180.00

Dear Flag Subscriber,

In the midst of the COVID-19 pandemic, our prayers from the Rotary Club of Waxahachie hopes that each of you are well & safe. We are in the process of getting ready for the 2020 Flag Season and excited about our new flag billing system. As indicated above, your amount due is the amount you owe for flags. You can either send in via mail or pay online by credit card. When you flip this over, that is your renewal form or you can do it all online, see instructions.

We have diligently worked on this project to go digital for a couple of years now and proud that we are 98% complete. We would appreciate your email address if you wish to receive your invoices digitally in the future.

As of today, the Rotary Club of Waxahachie does intend to place flags out for the Memorial Day Holiday. We will keep you apprised of any changes to that plan.

When it comes to service project, the Rotary Club of Waxahachie are dedicated to our community. Our flag program project is beautiful to our City, funding goes for scholarships and community projects, plus it is easy & fun.

If you have any questions, please contact me at the number or email indicated above. On behalf of the Rotary Club of Waxahachie, we appreciate your continued support of this flag program. We are currently placing approximately 1,300 flags out five (5) times per year.

Sincerely  
Melissa Ballard, Flag Chairman

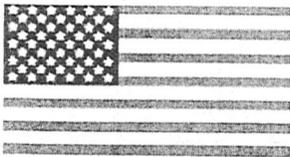


# Rotary Club of Waxahachie

## Flag Program Sign-Up

For only \$45.00 per year, you can promote your pride, spirit and love for our glorious country and the community in which we live. The Rotary Club of Waxahachie will place a 3x5 flag in celebration of the following holidays: Memorial Day (through Flag Day), Independence Day, Labor Day (through Patriots Day) and Veteran's Day

Holiday	Full Subscription
Memorial Day	<div style="font-size: 2em; font-weight: bold;">\$45.00</div> Extended Display
Flag Day	
Independence Day	
Labor Day	
Patriot's Day	
Veteran's Day	



Add a In-Kind Donation to your Subscription Check

	<b>\$20</b>	<b>\$40</b>	
<b>\$60</b>	<b>\$80</b>	<b>\$100</b>	

Proceeds help our efforts with community non-profit organizations



Pay online at: [https://app.helpingwithflags.com/Rotary\\_Club\\_Waxahachie](https://app.helpingwithflags.com/Rotary_Club_Waxahachie)



Pay by Check:

Subscription Type: Circle New or Renewal , Add a Gift too

[ RENEWAL ]

[ NEW ]

[ GIFT ]

Subscriber Name: \_\_\_\_\_

Email \_\_\_\_\_

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

Ph. Number: \_\_\_\_\_

City, State, Ziip : \_\_\_\_\_

Gift Recipient Name: \_\_\_\_\_

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

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

City, State, Ziip : \_\_\_\_\_

City, State, Ziip : \_\_\_\_\_

Business Name: \_\_\_\_\_

**INCLUDE THIS FORM WITH YOUR CHECK | Each Flag you order cost \$45 + Opt. Donation**

Make Rotary Club of Waxahachie \$45.00  
 Check Forty Five dollars and no cents  
 Out To Annual Flag Program

Mail  
 Check  
 To  
 Rotary Club of Waxahachie  
 Attn: Melissa Ballard  
 P.O. Box 2920  
 Waxahachie, Texas 75168

A7

## PUBLIC SAFETY RADIO SYSTEM INTERLOCAL AGREEMENT

This Public Safety Radio System Interlocal Agreement (“Agreement”) is made between the **City of Midlothian, Texas**, a home-rule municipal corporation, with the authorization of its governing body (“Midlothian”), the **City of Red Oak, Texas**, a home-rule municipal corporation, with the authorization of its governing body (“Red Oak”), the **City of Waxahachie, Texas**, a home-rule municipal corporation, with the authorization of its governing body (“Waxahachie”), and **Ellis County, Texas**, with the authorization of its governing body (“Ellis County”), and sometimes referred to collectively as the “Parties” or individually as a “City”, or a “Party”, or the “County”.

### RECITALS

**WHEREAS**, the Parties are political subdivisions within the State of Texas engaged in the provision of governmental services for the benefit of their citizens; and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”) provides authority for local governments of the State of Texas to enter into inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

**WHEREAS**, in order to increase the functional radio system coverage area for use by the Cities and their respective users (which radio system coverage is essential and a necessary component of providing certain vital governmental services by each City, including, without limitation, police, fire, emergency medical, and public works protection provided by each City for its citizens); the Cities of Midlothian, Red Oak, and Waxahachie retained the services of Motorola Solutions, Inc. (“Motorola”) to implement a three-site ASTRO 25 Simulcast Sub-System (“Original System”) to be connected to the City of Forth Worth/City of Irving (“CFW/Irving”) ASTRO 25 System (the “System”); and

**WHEREAS**, Midlothian, Red Oak, and Waxahachie each own a 1/3 undivided interest in the Original System; and

**WHEREAS**, Midlothian is responsible for the licensing of all frequencies at each of the remote sites and holds title for all licensed frequencies; and

**WHEREAS**, Ellis County desires to join the System by engaging Motorola to construct two additional sites at their sole expense, thereby converting the System to a five-site ASTRO 25 Simulcast System (“Ellis Countywide Radio System”) and adding all Ellis County subscriber units as full users, Ellis County retaining sole ownership of the two additional sites; and

**WHEREAS**, the Parties desire to enter this Agreement for the purpose of establishing the agreement of the Parties regarding the sharing of costs for maintenance, operation, management, and use of the Ellis Countywide Radio System;

**NOW, THEREFORE**, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

## **Article I Definitions**

Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

**“Acceptance Date”** shall have the same meaning as set forth in the System Purchase Agreement (“SPA”) between Ellis County and Motorola.

**“Business Day”** means any day other than a Saturday, Sunday, or official city holiday in which Midlothian’s City Hall offices are closed for business.

**“CFW”** means the City of Fort Worth’s regional radio system organization.

**“FCC Licenses”** means the radio communications licenses granted by the FCC to Midlothian.

**“Effective Date”** means the date this Agreement has been approved by the governing bodies of the Parties and signed by the authorized representatives of each Party.

**“Motorola”** means Motorola Solutions, Inc., a Delaware corporation.

**“Non-Shared Components”** means the subscriber equipment, materials, hardware, firmware, structures, and other items comprising a portion of the Ellis Countywide Radio System which may be purchased separately by each of the respective Parties.

**“Non-Shared Costs”** means the expenses to be incurred by the respective Parties relating to Non-Shared Components purchased by the respective Party.

**“Shared Components”** means the equipment, materials, hardware, firmware, structures, and other items necessary for the proper functioning of each site of the Ellis Countywide Radio System.

**“Shared Costs”** means those costs relating to operation, repair, and/or maintenance of the Ellis Countywide Radio System.

**“Ellis Countywide Radio System”** or **“ECRS”** means the expanded five-site, six channel, ASTRO 25 Simulcast Sub-System connected to the City of Fort Worth/City of Irving (“CFW/Irving”) ASTRO 25 System, utilizing 700 MHz.

**“System Maintenance Agreement”** or **“SMA”** for the Ellis Countywide Radio System means a separate System Maintenance Agreement between Motorola (as Seller) and Midlothian

(as Customer) for years following the initial one-year warranty period of the fourth and fifth sites in Ellis County.

“**Term**” means, collectively, the Initial Term as defined in Section 2.01, together with each Renewal Term, as defined in Section 2.02:

“**User**” means each governmental agency whose subscriber equipment is authorized to use the Ellis Countywide Radio System for Public Safety purposes on a 24/7 basis.

## **Article II**

### **Term**

**2.01 Initial Term.** This Agreement shall commence on the Effective Date and end at 11:59:59 p.m. Central Time on the day prior to the tenth (10<sup>th</sup>) anniversary of the Acceptance Date (“the Initial Term”), unless extended or terminated earlier as provided in this Agreement.

**2.02 Renewal Term.** This Agreement shall be extended automatically for an additional period of five (5) years (“Renewal Term”), the Renewal Term commencing on the tenth (10<sup>th</sup>) anniversary of the Acceptance Date.

**2.03 Early Termination.** Notwithstanding anything to the contrary herein, a Party may terminate without cause its participation as a party to this Agreement subject to the following:

- A. The termination date must fall on September 30 of the year of termination;
- B. The Party desiring to terminate its participation in this Agreement must deliver notice to the other Parties not later than one (1) year prior to the date of termination;
- C. The Party terminating its participation in this Agreement shall not be entitled to reimbursement from the non-terminating Parties for expenditures related to the purchase, installation, or maintenance of the Ellis Countywide Radio System; provided, however:
  - (1) the terminating Party shall be entitled to a proportionate share of the proceeds from the sale of any of the Shared Components by the non-terminating Parties to any third parties; and
  - (2) the terminating Party shall be entitled to receive a refund of payments for any pre-paid preventative maintenance services, if applicable, but only to the extent such refunds may be obtained and received from Motorola or other person or entity providing maintenance services for the Ellis Countywide Radio System; and
- D. The non-terminating Parties shall have the right to continue to access, use, maintain, and repair the Shared Components located on property owned or leased by the

terminating Party without compensation to or interference by the terminating Party for a period of fifteen (15) years; and

E. Prior to the date of termination, the terminating Party must pay any remaining financial obligations related to its share of Shared Costs incurred or accrued prior to the date of the termination of the terminating Party's participation in this Agreement.

Except as set forth in this Section 2.03, the terminating Party shall have no obligation to pay any amounts which come due under this Agreement following the effective date of said Party's termination of its participation in this Agreement.

### **Article III**

#### **Operation and Maintenance of Ellis Countywide Radio System**

**3.01 Ratification of Prior Acts of Midlothian.** The Parties understand, acknowledge, and agree that Midlothian will continue to oversee the operation and maintenance of the ECRS and represent the ECRS in all dealings with the City of Fort Worth. As such, Midlothian shall act as gatekeeper for the addition of any future Users of the ECRS beyond the Parties to this agreement.

**3.02 On-Going Operation and Maintenance Expenses.** Midlothian, Red Oak, Waxahachie, and Ellis County hereby warrant and represent they have each identified and appropriated current funds as of the Effective Date to pay their respective portions of the Shared Costs relating to the operation and maintenance of the ECRS. Ellis County hereby warrants and represents that they have identified and appropriated current funds as of the Effective Date to pay for the addition of the fourth and fifth site and the necessary modifications to convert the System to the ECRS. The Parties agree to share the expense of operating and maintaining the ECRS, as described in Section 3.07 below, to include the hardware maintenance contract (SMA) with Motorola, software support (SUAI) through the City of Fort Worth, and management expenses (Section 5.04). This section is amended to incorporate Section 7.19 below.

**3.03 Invoices from Motorola; Payments to Midlothian.** Red Oak, Waxahachie, and Ellis County agree to pay to Midlothian their portion of the on-going expenses, as identified in Section 3.02, upon receipt of an invoice from Midlothian. Midlothian shall furnish copies of invoices from Motorola and Fort Worth to substantiate the allocation of expenses.

**3.04 Disputed Invoices.** If Red Oak, Waxahachie, or Ellis County dispute any amount appearing on an invoice from Motorola or Fort Worth that constitutes their portion of Shared Costs, they shall provide a written notice to Midlothian, not later than ten (10) days following receipt of the invoice, identifying the amount(s) disputed and the basis for the dispute. Red Oak, Waxahachie, and Ellis County shall pay any undisputed amount as required by Section 3.03, above, in accordance within the due date for such amount. If any amount that is disputed by Red Oak, Waxahachie, or Ellis County shall, in fact, be determined to be due, the Party disputing the amount shall be solely responsible for also paying any late fees and/or interest accrued on

delinquent payments pursuant to the SMA or SUAII. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

**3.05 Cooperation Regarding Installation, etc.; Mutual Right of Entry.** During the term of this Agreement, or for fifteen (15) years, whichever is greater, each Party agrees to reasonably cooperate with Motorola and the other Parties with respect to the installation and operation, and maintenance of the ECRS and to take such actions that are reasonable and necessary to ensure that Motorola is able to timely perform its obligations under the SPA and SMA. Each Party hereby grants to each other Party the right to enter those portions of each Party's property on which is located any component of the ECRS for the purpose of securing the installation, repair, and/or operation, and/or maintenance of the ECRS. The Parties further agree to grant Motorola, its employees, agents, and/or subcontractors, entry onto the Party's property for the purpose of installing and, as long as the SMA is in effect, operating, repairing, and maintaining the ECRS. Notwithstanding the foregoing, each Party may enforce reasonable and necessary security measures with respect to access to the Party's facilities (including, without limitation, requirements that reasonable notice be given prior to such access) to the extent necessary to protect the Party's property or facilities, the health and safety of the Party's employees, residents, citizens, and/or businesses, or to comply with applicable state and/or federal laws and/or regulations. In the event access to a Party's particular facility or property requires an escort, the Party on whose property the ECRS component is located shall provide, at said Party's sole cost, an employee or other authorized person for such escort within a reasonable time after the request for an escort is received.

**3.06 Ownership of Ellis Countywide Radio System.** The Parties agree that title to the ECRS shall be as follows:

A. Shared Components shall be jointly owned by the Parties in the following shares:

- (1) Midlothian: 1/5 undivided interest.
- (2) Red Oak: 1/5 undivided interest.
- (3) Waxahachie: 1/5 undivided interest
- (4) Ellis County: 2/5 undivided interest

B. A Non-Shared Component shall be owned 100% by the Party paying for the purchase of the Non-Shared Component.

C. Midlothian shall at all times maintain ownership of all radio communication licenses granted by the FCC for operation of the ECRS.

Nothing herein shall be construed as (i) granting a Party any interest in real property owned by another Party merely because a component of the ECRS is located on or attached to the real

property of one of the Parties, or (ii) granting a Party an ownership interest in personal property paid entirely for and owned by another Party merely because said personal property constitutes a component of the ECRS or the cost for operation, maintenance, or repair of the personal property constitutes a Shared Cost.

**3.07 Division of Costs for Operation and Maintenance.** The Parties agree that the costs for the operation and maintenance of the ECRS shall be allocated to each Party and future User of the ECRS as an Annual User Fee, payable to the City of Midlothian, based upon the number of subscriber units authorized to each Party and future User of the ECRS. This fee will include the City of Fort Worth's Infrastructure Support Fee (currently \$2.00/radio/month). The Annual User Fee shall be computed as stipulated in Exhibit A, Item #22. Red Oak, Waxahachie and Ellis County agree to forward funds to Midlothian in a timely manner for their respective portions of the cost of operating and maintaining the ECRS in accordance with Section 3.02 to Section 3.04, above.

**3.08 Console Maintenance.** The post-warranty maintenance and SUAII expenses of those Parties and Users with Motorola Consoles connected to ECRS shall not be included in the Annual Subscriber Unit Fee computed in Section 3.07 above. Console SUAII costs shall be listed separately and payable to Midlothian on the Parties' and Users' invoices. All SUAII costs for ECRS infrastructure and attached Motorola Consoles are billed annually by Motorola to CFW and then reimbursed by Midlothian. Console owners shall be responsible for their own post-warranty maintenance from Motorola, and will not be billed through Midlothian for this expense.

**3.09 Right to Use Property for Ellis Countywide Radio System Facilities.** During the term of this Agreement, or for fifteen (15) years, whichever is greater, the Parties warrant and represent they each own, respectively, a sufficient real property interest (including, but not limited to, a fee simple interest, a fee simple determinable interest, a leasehold interest, and/or an easement) or a license and/or right of entry which will allow the ECRS to be operated and maintained in accordance with the SPA and the SMA. The Parties agree to retain such real property interest at the sole cost of the respective Parties, which cost shall be considered a Non-Shared Cost. If after installation of the ECRS it becomes necessary to relocate any ECRS facilities or equipment because a Party loses the right to use the Party's property for location of those ECRS facilities or equipment, such Party shall be responsible for all costs related to relocating those ECRS facilities or equipment and any expenses related to modifying the ECRS so that the ECRS continues to provide substantially the same coverage and work in substantially the same manner as designed and accepted by the Parties pursuant to this Agreement.

**3.10 FCC Licenses; Frequency Assignment.** Red Oak, Waxahachie, and Ellis County agree that during the Term of this Agreement, they shall be jointly authorized to use the FCC Licenses granted to Midlothian for the purpose of communicating through the ECRS without compensation to Midlothian for this license use. Midlothian shall allocate and assign to Red Oak, Waxahachie, and Ellis County the frequency or frequencies that Red Oak, Waxahachie, and Ellis County will use for transmitting and receiving radio communications with the respective Party's public safety personnel.

**3.11 Ellis County System Project Representative.** Not later than five (5) days after the Effective Date, Ellis County shall designate an ECRS Project Representative who shall be the County's primary contact person with Motorola and the other Parties during the installation and acceptance testing of the expanded ECRS.

#### Article IV

#### Ellis Countywide Radio System Maintenance and Operation

**4.01 Maintenance.** The Parties agree that all costs incurred as a result of routine maintenance or any necessary repairs to the ECRS shall be funded through the mechanism of the Annual Subscriber Unit Fee as described in Section 3.07 above.

**4.02 Right to Access and Use Ellis Countywide Radio System.** During the term of this Agreement, or for fifteen (15) years, whichever is longest, provided Red Oak, Waxahachie, and Ellis County have complied with the provisions of this Agreement including, but not limited to, payment of all their share of the operation and maintenance fees as required by this Agreement, Red Oak, Waxahachie, and Ellis County shall have the right to access and use the ECRS. At no time shall Midlothian exclude either Red Oak, Waxahachie, or Ellis County from accessing or using the ECRS as long as the respective Party is not in default (after notice of such default has been received by Red Oak, Waxahachie, or Ellis County and the defaulting Party has been provided a reasonable opportunity to cure the default) of this Agreement.

**4.03 Line of Site Protection.** During the term of this Agreement, or for fifteen (15) years, whichever is longest, the Parties understand, acknowledge, and agree that the proper operation of the ECRS is dependent on maintaining the line of site between and among the various microwave transmitter/receiver dishes installed as part of the ECRS. The Parties agree to review their respective ordinances governing the location and height of buildings and other structures, and, as soon as reasonably possible after the Effective Date, adopt such ordinances and regulations governing the development of property within their respective Parties to the extent such ordinances and regulations are reasonable and necessary to protect and maintain the ECRS's microwave signal transmission and reception, provided however, that the Party has determined that the adoption of such ordinances and/or regulations is authorized, valid and lawful.

#### Article V

#### Subscriber Equipment

**5.01 Selection and Purchase.** Each Party shall have the right under this Agreement, and shall at its sole cost, select and purchase the subscriber equipment to be used by that Party's employees and other people authorized by the Party to transmit and receive communications using the ECRS. Each Party shall be solely responsible for determining the compatibility of the subscriber equipment selected by the Party with the ECRS, including TDMA and the capability of being programmed over the air by the City of Midlothian.

**5.02 Maintenance and Installation.** Each Party shall have the right to install and/or maintain its own subscriber equipment or to contract with a third party to perform such maintenance and/or installation. Nothing herein shall be construed as prohibiting the Parties from

negotiating and signing an agreement pursuant to the Act to provide maintenance and/or installation services relating to the subscriber equipment.

**5.03 Programming & Management of Subscribers.** The City of Midlothian shall maintain a Radio Management System (RMS) that provides tracking and over-the-air programming of all subscribers (mobile and portable radios) that use the ECRS on a daily basis. Each Party shall purchase RMS licenses for each of their subscriber units so that the City of Midlothian may enter them into the RMS database and provide on-going management and programming services for all of them.

## **Article VI**

### **Operation and Expansion of the Ellis Countywide Radio System**

**6.01 Radio Management Expenses.** The City of Midlothian within the next two years intends to establish a new Radio Department with at least one person devoted to the full-time position of Radio Manager who will be responsible for the ongoing radio programming (Section 5.03 above) and management of the ECRS infrastructure (to include critical facility maintenance expenses affecting system stability at all sites), as well as acting as a liaison between Midlothian and the City of Fort Worth. These radio management expenses shall be identified and budgeted annually and used along with the SMA and SUAI costs to compute the total Annual Subscriber Unit Fee described in Section 3.07 above. This section is amended by Section 7.20 below.

**6.02 Radio System Advisory Committee.** The Parties agree to the formation of a Radio System Advisory Committee (RSAC) composed of one representative from each Party and chaired by the Radio Manager. The RSAC shall meet at least annually prior to April to review expenditures and make recommendations to the City of Midlothian on radio management budgeting for the following Fiscal Year. This shall include identifying and initiating consideration of system improvements. The City of Midlothian shall also confer with the RSAC as to the advisability of permitting new future Users to join the Ellis Countywide Radio System.

**6.03 Addition of Users.** Upon the approval of the RSAC, future Users may utilize the ECRS for daily, routine use. These future Users must execute a Communications System Agreement with the City of Midlothian agreeing to the fee structure and terms of use for their subscriber units. Intermittent non-routine use of the ECRS for mutual aid and interoperability shall be exempt from this provision. Non-routine or mutual-aid only agencies must execute an agreement with CFW in order to access the interop talk groups on the System. They must also seek and receive permission from each Party or future User whose talk groups they desire to access.

**6.04 Terms of Use.** The Parties agree to the Terms of Use contained in Exhibit A of this Agreement, with the exception of Term #24 that provides a shorter termination period for future Users of the ECRS. The termination notice and provisions for the Parties to this agreement are referenced in Section 2.03 above.

## **Article VII Miscellaneous**

**7.01 Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective Party at the following address:

If intended for:

With copy(ies) to:

City of Red Oak  
Attn: City Manager  
P. O. Box 393  
Red Oak, Texas 75154  
Phone: 972-617-3638

Robert E. Hager  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
500 N. Akard, Suite 1800  
Dallas, Texas 75201  
Phone: 214-965-9900

City of Midlothian  
Attn: City Manager  
104 West Avenue E  
Midlothian, Texas 76065  
Phone: 972-775-3481

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
500 N. Akard, Suite 1800  
Dallas, Texas 75201  
Phone: 214-965-9900

City of Waxahachie  
Attn: City Manager  
401 S. Rogers  
Waxahachie, TX 75165  
Phone: 469-309-4002

Robert F. Brown  
Brown & Hofmeister L.L.P.  
740 E. Campbell Rd., Suite 800  
Richardson, TX 75081  
Phone: 214-747-6100

Ellis County  
Attn: County Judge  
101 W. Main Street, Suite 104  
Waxahachie, TX 75165-5138  
Phone: 972-825-5011

Vance Hinds  
Assistant County Attorney  
109 S. Jackson St., 4<sup>th</sup> Floor  
Waxahachie, TX 75165  
Phone: 972-825-5035

**7.02 Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

**7.03 Party Responsibility.** To the extent allowed by law, and without waiving any governmental immunity available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or otherwise tortious acts or omissions in the course of performance of this Agreement.

**7.04 Immunity.** It is expressly understood and agreed that, in the performance of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

**7.05 Entire Agreement.** This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

**7.06 Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**7.07 Recitals.** The recitals to this Agreement are incorporated herein.

**7.08 Amendment.** This Agreement may be amended by the unanimous mutual written agreement of the Parties.

**7.09 Place of Performance.** Performance and all matters related thereto shall be in Ellis County, Texas.

**7.10 Authority to Enter Agreement.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to sign this Agreement. The persons signing this Agreement hereby represent that they have authorization to sign on behalf of their respective Party.

**7.11 Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**7.12 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**7.13 Assignment.** No Party may assign, transfer, or otherwise convey this Agreement without the prior written unanimous consent of the other Parties.

**7.14 Consents.** Unless expressly stated otherwise, whenever the consent or the approval of a Party is required herein, such Party shall not unreasonably withhold, delay or deny such consent or approval.

**7.15 Good Faith Negotiation; Dispute Mediation.** Whenever a dispute or disagreement arises under the provisions of this Agreement, the Parties agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Parties shall refer the matter to outside mediation, the costs of which shall be shared equally, prior to engaging in litigation (unless delaying the filing of a lawsuit might result in the lawsuit being barred, including but not limited to a bar by a statute of limitations). The provisions of this Section 7 shall survive termination.

**7.16 Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Parties, shall endure for the term of the agreement or for fifteen (15) years following execution, whichever is longer.

**7.17 Source of Payment.** Each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party or from funds otherwise lawfully available to the Party for use in the payment of the Party's obligations pursuant to this Agreement.

**7.18 Force Majeure.** No Party shall be liable to any or all of the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

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

**7.20 Radio Manager.** The Radio Manager is an employee of the City of Midlothian only. The City of Midlothian solely controls the course and scope of the Radio Manager's employment and is solely responsible for all liabilities and employment responsibilities involved.

**7.21 Relations with Israel.** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, the Parties attest that their agencies and their employees (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

**7.22 Business with Prohibited Entities.** Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, the Parties attest that their agencies and their employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

**7.23 Audit by Ellis County.** The Parties agree that Ellis County shall, until the expiration of twelve (12) months after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) involving those transactions relating to this Agreement. The Parties agree that Ellis County shall have access during normal working hours to all necessary facilities, staff and work space in order to conduct audits. Ellis County shall provide the parties with reasonable advance notice of intended audits. The Parties shall provide records within ten (10) business days or a mutually agreed upon timeline.

*(Signature Page to Follow)*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Midlothian, Texas**

By: \_\_\_\_\_  
Chris Dick, City Manager

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr.  
(10-05-2016/80018)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Red Oak, Texas**

By: \_\_\_\_\_  
Todd Fuller, City Manager

Approved as to form:

By: \_\_\_\_\_  
Robert E. Hager, City Attorney

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Waxahachie, Texas**

By: \_\_\_\_\_  
Michael Scott, City Manager

Approved as to form:

By: \_\_\_\_\_  
Robert F. Brown, City Attorney

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Ellis County, Texas**

By: \_\_\_\_\_  
Todd Little, County Judge

**Approved as to form:**

By: \_\_\_\_\_  
Vance Hinds, Assistant County Attorney

## EXHIBIT A

### TERMS OF USE

The following definitions shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

#### DEFINITIONS

**“Annual Subscriber Unit Fee”** shall mean the per-radio fee computed as described in Item 22 of the Terms of Use to determine the total Annual User Fee.

**“Annual User Fee”** shall mean the total annual fee due to Midlothian from each User with Subscriber Radios connected to the Ellis Countywide Radio System (ECRS) and computed as described in Item 22 of the Terms of Use.

**“CFW”** shall mean the City of Fort Worth’s regional radio system organization.

**“Console System”** shall mean all hardware and software associated with any dispatch console or set of consoles operated by the USER that are connected to the CFW Master Switch.

**“Ellis Countywide Radio System” (“ECRS”)** shall mean the five-site 700 MHz trunked radio system owned by the Cities of Midlothian, Red Oak, Waxahachie, and Ellis County and managed by the City of Midlothian to provide Public Safety communications across Ellis County.

**“Infrastructure Support Fee”** shall mean the annual fee charged by CFW to offset costs incurred by the CFW in the operation and maintenance of the Radio System. The annual Infrastructure Support Fee is billed per active subscriber radio ID, payable on an annual basis for all active radio IDs issued to ECRS at the time of the annual billing. Invoicing will occur at the beginning of each CFW fiscal year. There will be no refunds or credits for radios removed from service during the year billed.

**“Interoperable Communications Plan” (the “Plan”)** means the plan developed and established by CFW and the Governance Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Radio System or connecting their Site Repeater Systems or Console Systems to the CFW Master Switch. The Plan is available upon request from CFW or can be found on the CFW website at <https://fortworthtexas.gov/itsolutions/cfwradios/>.

**“Master Switch”** shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Radio System. The Master Switch is currently located at the CFW Eagle Mountain facility.

**“Over the Air Programming” (“OTAP”)** shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Radio System.

**“Radio System Advisory Committee” (RSAC)** shall mean the committee composed of one representative each from Midlothian, Red Oak, Waxahachie and Ellis County, and chaired by the Radio Manager.

**“Site Repeater System”** shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the CFW Master Switch.

**“System Upgrade Agreement Fee”** shall mean the annual fee charged by CFW to offset cost charged to CFW by Motorola Solutions for the maintenance of the System Upgrade Agreement (SUA or SUAI) applicable to the ECRS’s Console Systems and Site Repeater Systems.

**“Subscriber Radio”** shall mean a radio that has a unique identification number and is programmed to operate on the Radio System. The term shall include, but not be limited to, control stations (desk top radios), mobile radios, and portable radios.

**“Talk Group”** shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

**“USER”** shall mean any governmental entity operating Subscriber Radios or Consoles on the ECRS.

#### TERMS OF USE

1. The CFW shall provide and maintain the Motorola Solutions ASTRO 25 Master Site to which the ECRS’s Site Repeater Systems and Consoles System will connect.

2. The CFW shall execute with Motorola Solutions a System Upgrade Agreement (SUA) for the System, every ASTRO 25 radio site connecting to the System, including those owned and operated by the ECRS, and all other hardware such as Console Systems that would be affected by the software upgrades, including those owned and operated by the USERS of the ECRS. Unless Midlothian is notified otherwise, the software for the System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. Midlothian will provide all reasonable coordination necessary for the upgrade of its Site Repeater Systems, and Console owners will provide all reasonable coordination necessary for the upgrade of their respective Console Systems.

3. The ECRS makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The USER is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for USER’s equipment.

4. USER will be responsible for the acquisition and maintenance of all equipment USER will be utilizing in connection with the ECRS infrastructure, including, but not limited to, Subscriber Radios, Consoles, and special equipment. All User Subscriber Radios connected to the

ECRS shall be configured to allow for over-the air programming (OTAP) by the City of Midlothian.

5. In order to ensure hardware and software compatibility with the ECRS infrastructure, all Subscriber Radios and Consoles intended for use by USER on the ECRS shall be compliant with Project 25 standards established by the Telecommunications Industry Association. The use of unauthorized radios on the ECRS may result in suspended operation of the radios and/or termination of the Agreement. Subscriber Radios shall operate in the TDMA mode and be capable of OTAP.

6. The CFW shall provide radio IDs for all radios and dispatch Consoles operated on the ECRS. As CFW's customer and managing City, Midlothian must provide written authorization to the CFW prior to the release of the ECRS's radio IDs or any other information to a third party vendor or agency.

7. The continuing operation and maintenance of the ECRS's Site Repeater Systems are the responsibility of the City of Midlothian unless otherwise stated in this Agreement. Midlothian will be responsible for managing infrastructure loading and demand of the ECRS's Site Repeater Systems and will consult with the RSAC prior to entering into a similar agreement with new USERS. The RSAC shall have sole discretion in determining whether to allow additional USERS or Subscriber Radios based upon its determination of whether such addition to the ECRS can be made without adversely impacting the ECRS. Continuing operation and maintenance of dispatch Consoles shall be the sole responsibility of the owner of said Consoles.

8. Midlothian will be responsible for the programming of all USER radios and USER will be responsible for the acquisition and maintenance of all USER radios. All USERS who depend upon Ellis County for their Dispatching services must coordinate their radio programming needs through the Ellis County RSAC representative who will then provide that information to the Radio Manager.

9. Midlothian is the holder of the FCC (Federal Communications Commission) license(s) that the ECRS uses for its operation. Any USER who dispatches using RF Equipment from a fixed location will be responsible for obtaining the appropriate FCC licenses for that site.

10. Midlothian is responsible for providing all leased circuits and associated hardware and software necessary to connect the ECRS Site Repeater Systems and Console Systems of its co-owners to the CFW System. Costs associated with provision of connectivity will be borne by the ECRS and shared among all USERS. Connectivity expenses necessitated by the addition of other USER dispatch Consoles shall be the sole responsibility of that USER.

11. USER shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no USER radio or Console causes a degradation to the ECRS operation. As the CFW contracting customer, Midlothian shall have the right to remove from operation any field radio unit or equipment owned or leased by any USER that is operating on, attached and/or interfaced to the ECRS infrastructure, if Midlothian determines in its sole reasonable discretion that such equipment is causing interference or harm to the ECRS in any way. Midlothian reserves the right to request that USER operated field radio units or equipment

operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by Midlothian. The cost of such testing or repair will be the sole responsibility of USER. Furthermore, Midlothian shall have the right to deactivate, without prior notification to or consent of USER, any field radio or other USER equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the ECRS or to the ECRS's overall operation.

12. USER's radios may be used for voice radio communications over the ECRS infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

13. USER is prohibited from utilizing telephone interconnect on the ECRS. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or USER's internal phone system(s) through a console patch into the ECRS or to any Subscriber Radio on the ECRS.

14. Due to the radio infrastructure resource allocations required by "Private Call," USER is not permitted to utilize "Private Call" on the ECRS.

15. USER's utilization of data communications on the Radio System will be limited to the ECRS's OTAP functions. Performance of data communications over the ECRS is not guaranteed.

16. The use of Over-the-Air Rekeying (OTAR) in association with Subscriber Radio encryption is prohibited without prior approval of Midlothian. Administration of encryption keys for OTAR will be performed exclusively by Midlothian. USER may utilize and administer other encryption methods as required.

17. Midlothian will assign the USER Talk Group IDs unique to USER operation. All Talk Group names shall include a prefix unique to the USER's agency. No other agency will be authorized to use USER Talk Groups without the express written permission of USER, and a copy of such permission must be on file with Midlothian before such use may occur. Midlothian reserves the right to require certain Talk Group ID's to be programmed in USER radios. Additionally, Midlothian shall have the right to limit the number of Talk Group ID's to be used by USER and to disable Talk Groups ID's as it deems appropriate.

18. The CFW has established a coordinated Interoperable Communications Plan to apply to CFW and the users of its Radio System. USER agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios and Console Systems.

19. Roaming to other systems or the use of USER's Talk Groups on other trunked systems that are interconnected to the CFW Radio System is prohibited without prior approval by CFW. Roaming to other trunked systems will be limited to the Radio System's Interoperable Talk Groups, although this capability may be terminated by CFW if its use is determined to result in performance degradation to either the Radio System or the interconnected trunked system.

20. USB ports on the USER's Console Systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the Console Systems and the Radio System is the responsibility of the USER, including software, hardware and carrier services. Associated costs will be incurred by the USER. Unless otherwise approved by CFW, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including but not limited to microwave or fiber, must be approved by the CFW. USER may incur additional costs from CFW for other connectivity methods.

21. The City of Midlothian shall execute with Motorola Solutions a Post Warranty Infrastructure Maintenance Agreement covering all five sites. The cost for this Maintenance Agreement shall be included in the computation of the total Annual User Fee. The CFW will enter into a System Upgrade Agreement (SUA) for the Console Systems and Site Repeater Systems that would be affected by the software upgrades, including those owned (or leased) and operated by the USER. The annual cost of the SUA is passed on through Midlothian as the managing City and will also be included in the computation of the total Annual User Fee. Unless the USER is notified otherwise by CFW, the software for the Radio System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. The USER will provide all reasonable coordination necessary for the upgrade of its Console Systems. USER acknowledges that reductions in functionality may occur during the upgrade process.

#### APPLICABLE FEES; TERMINATION; REFUNDS

22. The ECRS portion of the Annual Subscriber Unit Fee shall be computed by summing the annual infrastructure SMA, annual infrastructure SUAI, and the annual management budget for the ECRS and dividing by the total number of subscriber units authorized 24/7 access to the ECRS. The per-radio annual CFW Infrastructure Support Fee shall then be added to the ECRS portion to produce the total Annual Subscriber Unit Fee. This per-radio fee shall then be multiplied by the number of subscribers USER has registered with the ECRS to obtain the total Annual User Fee due from USER. This fee is payable to Midlothian in advance on an annual basis due on October 1 of each year for all active radio IDs issued to USER at the time of the annual billing. There will be no refunds or credits for radios removed from service during the fiscal year. Each User shall be responsible for notifying Midlothian whenever they decommission a radio so that their next invoice may be adjusted accordingly.

23. Midlothian shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs passed on to Midlothian from CFW in the operation or maintenance of the ECRS. Any increase in applicable fees will be effective at the beginning of the next ECRS fiscal year. Midlothian shall provide USER with 60 days' written notice of any intended fee increase, provided, however, that this notice period may be less than 60 days if Motorola Solutions provides CFW with less than 60 days' notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact USER's obligation to pay the increased fee.

24. **This provision does not apply to the ECRS Owners whose termination provisions are delineated in Article II of the executed ILA.** Either USER or Midlothian may terminate this Agreement for any reason, with or without cause, upon ninety (90) days written notice to the other party. If USER terminates, there will be no refunds or credits for any fee. If Midlothian terminates, Midlothian will issue a refund to the USER of all fees, except for the SUA Fee, which is non-refundable, pro-rated to the end of the current fiscal year. Midlothian, in its sole discretion, shall have the right to deny USER access to the radio infrastructure and/or the right to terminate the Agreement immediately if USER fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. Midlothian further reserves the right to terminate this Agreement immediately, or deny access to the USER, upon notice of USER misuse of the ECRS. Notwithstanding the foregoing, Midlothian, in its sole discretion, reserves the right to immediately deny access to the USER if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master Switch and the USER's environment. Midlothian will use best efforts to restore access to the USER as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved.

#### COMPLIANCE WITH LAWS

25. The USER shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The USER will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the USER is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for USER Subscriber Radio equipment. Furthermore, the USER will be responsible for payment of any fines and penalties levied against Midlothian (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by USER.

26. In order to comply with Federal, State, and Local Laws and/ or Mandates, Midlothian, as the license holder, may need to act on behalf of the USER regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the USER will allow Midlothian to facilitate such activities on USER's behalf as necessary.

27. In the instance where USER Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the USER's site, pass directly to the owner of the equipment that is being replaced. The USER shall provide the CFW, or its designee, with the Subscriber Radio equipment to be replaced, in good working order, as determined by the CFW or its designee. USER shall be liable for payment of any fees associated with radios deemed to be not in proper working order. USER shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment.

[End of Document]

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## Trial Balance for Ellis County

From 04/15/2020 To 04/27/2020

Fund	Name	Opening Balance	Debit	Credit	Closing Balance
1	GENERAL FUND	51,637,794.31	1,030,783.62	(2,543,617.54)	50,124,960.39
2	ROAD IMPROVEMENT FUND	997,633.79	457.61	-	998,091.40
3	ROAD/BRIDGE PCT. 1	2,019,334.23	21,897.59	(47,147.20)	1,994,084.62
4	ROAD/BRIDGE PCT. 2	1,770,706.52	24,338.37	(57,403.32)	1,737,641.57
5	ROAD/BRIDGE PCT. 3	1,608,547.45	22,399.59	(53,611.53)	1,577,335.51
6	ROAD/BRIDGE PCT. 4	1,652,895.94	26,046.50	(144,983.39)	1,533,959.05
7	ADULT PROBATION	1,253,983.07	122,574.16	(313,632.03)	1,062,925.20
8	JUVENILE PROBATION	1,030,540.47	73,670.00	(35,267.40)	1,068,943.07
9	F/M PCT. 1	2,486,687.49	2,026.45	(27,405.10)	2,461,308.84
10	F/M PCT. 2	1,098,072.11	2,366.51	(36,798.35)	1,063,640.27
11	F/M PCT. 3	1,725,804.26	2,026.45	(19,878.56)	1,707,952.15
12	F/M PCT. 4	2,025,995.59	2,026.45	(51,300.75)	1,976,721.29
13	LATERAL ROAD PCT. 1	312,148.87	-	-	312,148.87
14	COUNTY & DISTRICT CT TECH	35,086.51	47.00	-	35,133.51
15	JUSTICE COURT TECHNOLOGY FUND	151,075.46	543.06	-	151,618.52
16	DC ARCHIVES RECORDS MANAGEMENT	147,607.32	355.00	-	147,962.32
17	JURY	191,209.96	410.27	(512.50)	191,107.73
18	PERMANENT IMPROVEMENT	2,565,614.43	3,240.30	(368.00)	2,568,486.73
19	LAW LIBRARY	41,116.62	4,815.55	(12,309.70)	33,622.47
20	TRUST AND AGENCY FUND	991,784.59	104,975.50	-	1,096,760.09
21	RECORDS MANAGEMENT	1,104,130.76	15,355.00	(9,588.00)	1,109,897.76
22	CC ARCHIVES RECORDS MANAGEMENT	2,333,754.51	15,240.00	-	2,348,994.51
23	ROW AVAILABLE	279,393.95	-	-	279,393.95
24	FIRE MARSHAL SPECIAL FUND	123,044.37	325.00	-	123,369.37
26	DISTRICT COURT RECORDS TECH	182,656.12	710.00	-	183,366.12
27	ROAD DISTRICT #1	1,270,829.24	-	-	1,270,829.24
28	ROAD DISTRICT #5	71,541.89	-	-	71,541.89
29	ROAD DISTRICT #16	197,013.91	-	-	197,013.91
30	CHECK PROCESSING FEE AC	181,981.05	114.37	(641.45)	181,453.97
31	DRUG FORFEITURE FUND	157,867.07	-	(11,214.45)	146,652.62
32	GEN RECORD MANAGE/PRESE	495,539.94	1,346.00	-	496,885.94
33	COURTHOUSE SECURITY FUN	96,753.34	2,744.46	(3,962.00)	95,535.80
34	COURT REC. PRESERVATION 51.708	102,529.50	340.00	-	102,869.50
35	ELECTIONS ADMIN FEES	19,275.13	-	(768.00)	18,507.13
38	SERIES 07 INTEREST & SINKING	5,680,455.18	7,091.08	(256.53)	5,687,289.73
40	SERIES 07 BOND PROJECT	5,030,613.38	-	-	5,030,613.38
42	SHERIFF FEDERAL DRUG FORFEITURE	313,330.49	-	-	313,330.49
45	ELLIS CO COMM CORRECTIONS	53,353.05	3,774.59	(14,434.01)	42,693.63
46	SHERIFF SEIZURE FUND	328,176.15	-	-	328,176.15
47	SHERIFF DRUG FORFEITURE	15,547.48	-	-	15,547.48
48	DISTRICT ATTY DRUG SEIZ	154,980.93	-	-	154,980.93
50	CIVIL SUPERVISION FEES	88,591.91	-	-	88,591.91
56	CONSTABLE PCT #2 FORFEITURE	173.37	-	-	173.37
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	3,373.46	452.23	-	3,825.69
65	ADULT PROBATION	9,139.94	778.45	(3,197.02)	6,721.37
72	ELLIS COUNTY LEVEE #2	403,374.18	-	-	403,374.18
73	ELLIS COUNTY LEVEE #3	297,677.92	-	-	297,677.92
74	ELLIS COUNTY LEVEE #4	7,623.44	-	-	7,623.44
		<b>92,746,541.93</b>	<b>1,493,271.16</b>	<b>(3,388,296.83)</b>	<b>90,851,516.26</b>

F2



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



JOHN BRIDGES, RTA, CTA, CSTA

RECEIVED  
APR 27 2020  
COUNTY JUDGE

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

April 27<sup>th</sup>, 2020

Request for Approval of May 05, 2020  
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Corelogic ✓	163211	✓ \$4,463.53
Corelogic ✓	207595	✓ \$10,671.65
Corelogic ✓	238433	✓ \$7,188.05
Corelogic ✓	259782	✓ \$8,250.69
Lereta-Texas Operations ✓	243636	✓ \$5,383.70
Lereta-Texas Operations ✓	224958	✓ \$5,371.62
Citizens Bank ✓	243308	✓ \$6,578.33
Rithy Sok ✓	229791	✓ \$5,229.76
Total Refunds:		✓ \$53,137.33

Rachel Conte Chief Deputy  
Tax Office

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

\_\_\_\_\_  
Commissioner Stinson, Pct. 1

\_\_\_\_\_  
Commissioner Grayson, Pct. 2

\_\_\_\_\_  
Commissioner Perry, Pct. 3

\_\_\_\_\_  
Commissioner Butler, Pct. 4

*Janet J. Martin*  
04272020





JOHN BRIDGES RTA, CTA, CSTA  
 Ellis County Tax Assessor - Collector  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150  
 Fax No.: 972-825-5151

Print Date: 04/21/2020

CORELOGIC  
 3001 HACKBERRY  
 IRVING, TX 75063

Account Number 207595
Legal Description of the Property LOT 1 BLK 3 COLDWATER CREEK-REV 0.75 AC 2871 COLDWATER CT 76065
OWNER: JONES DUSTIN & MARTHA

2019 OVERAGE AMOUNT \$10,671.65

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 354: CITY OF MIDLOTHIAN

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Name: <u>Corelogic</u>
	Address: <u>3001 Hackberry Road</u> City, State, Zip: <u>Irving, TX 75063</u> Daytime Phone No.: <u>800-225-4701</u> E-Mail Address: <u>Customer Product Support@corelogic.com</u>
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	TOTAL AMOUNT PAID (sum of the above amounts) <u>10,671.65</u>
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund.
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )
	SIGNATURE OF REQUESTOR (REQUIRED) <u>Suzann Deem</u> DATE <u>4-23-20</u>
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____	

This application must be completed, signed, and submitted with supporting documentation to be valid.



**JOHN BRIDGES RTA, CTA, CSTA**  
**Ellis County Tax Assessor - Collector**  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

JAN 08 2020 -19

Phone No.: 972-825-5150  
 Fax No.: 972-825-5151

Print Date: 01/02/2020

**CORELOGIC**  
**3001 HACKBERRY**  
**IRVING, TX 75063**

<b>Account Number</b> 238433
<b>Legal Description of the Property</b> LOT 17 BLK G SHILOH FOREST PH II 1.074 AC  3321 SWAN LAKE DR 76065
<b>OWNER: BAKER BRIAN C &amp; AMBER R</b>

**2019 OVERAGE AMOUNT \$7,188.05**

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 503: EC ESD #2 MID

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: CoreLogic Tax Service ✓			
	Address: P.O. Box 9202			
	City, State, Zip: Coppell, TX 75019			
	Daytime Phone No.: (817)699-2601		E-Mail Address:	
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	CoreLogic Tax Service	Wire	12/26/19	\$7,188.05
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )				
SIGNATURE OF REQUESTOR (REQUIRED)			DATE	
Bobbie Whisenand			4/10/2020	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid.



**JOHN BRIDGES RTA, CTA, CSTA**  
**Ellis County Tax Assessor - Collector**  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150  
 Fax No.: 972-825-5151

Print Date: 03/30/2020

**CORELOGIC**  
**3001 HACKBERRY**  
**IRVING, TX 75063**

<b>Account Number</b> 259782
<b>Legal Description of the Property</b> LOT 1 BLK A PLAINVIEW MANOR 1.329 AC 3601 PLAINVIEW RD 76065
<b>OWNER: LEGG KEVIN &amp; EMILEE A</b>

**2019 OVERAGE AMOUNT \$8,250.69**

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 354: CITY OF MIDLOTHIAN

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: CoreLogic: <input checked="" type="checkbox"/>			
	Address: P.O. BOX 9202			
	City, State, Zip: <b>Coppell, TX 75019</b>			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.:		E-Mail Address:	
	Payment made by: CORELOGIC			
	Check No. 960768269		Date Paid 01/03/2020	
	Amount Paid \$8,250.69		TOTAL AMOUNT PAID (sum of the above amounts)	
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	<input checked="" type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
SIGNATURE OF REQUESTOR (REQUIRED) <i>Ashley Murray</i>		DATE 04/06/2020		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid.

v41.1.118



**JOHN BRIDGES RTA, CTA, CSTA**  
**Ellis County Tax Assessor - Collector**  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150  
 Fax No.: 972-825-5151

Print Date: 03/11/2020

**LERETA - TEXAS OPERATIONS**  
**P O BOX 35605**  
**DALLAS , TX 75235**

<b>Account Number</b> 243636
<b>Legal Description of the Property</b> LOT 15 BLK F CLIFT ESTATES PH IV-A .2022 AC  618 ANTONIO LN 75165  OWNER: AMG BT NOTE ONE LLC

**2019 OVERAGE AMOUNT \$5,383.70**

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 390: CITY OF WAXAHACHIE

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	<b>Who should the refund be issued to:</b>			
	Name: <i>August REI Mortgage Co/lereta LLC</i> ✓			
	Address: <i>7929 Brookriver Dr Ste 400</i>			
	City, State, Zip: <i>Dallas, TX 75247</i>			
	Daytime Phone No.:		E-Mail Address:	
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	<b>Payment made by:</b>	<b>Check No.</b>	<b>Date Paid</b>	<b>Amount Paid</b>
	<i>August REI/lereta</i>	<i>0004132</i>	<i>3-12-2020</i>	<i>\$106,416.01</i>
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	<b>Please check one of the following:</b>			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
	<i>Donna Stecher</i>		<i>3-26-2020</i>	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid.



**JOHN BRIDGES RTA, CTA, CSTA**  
**Ellis County Tax Assessor - Collector**  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150  
 Fax No.: 972-825-5151

Print Date: 03/11/2020

**LERETA - TEXAS OPERATIONS**  
**P O BOX 35605**  
**DALLAS, TX 75235**

<b>Account Number</b> 224958
<b>Legal Description of the Property</b> LOT 9 BLK E SLEEPY HOLLOW MANOR UNIT I 0.164 AC  2905 TENISON DR 75119  OWNER: MCKNIGHT ROSALINDA GALVAN

**2019 OVERAGE AMOUNT \$5,371.62**

70: ELLIS COUNTY, 170: LTRD, 203: ENNIS ISD, 325: CITY OF ENNIS

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	<b>Who should the refund be issued to:</b>				
	Name: August REI @ Lereta LLC ✓				
	Address: 7929 Brookriver Dr				
	City, State, Zip: Dallas, TX 75247				
	Daytime Phone No.: 972-991-0391		E-Mail Address: dstephens@Lereta.com		
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:		Check No.	Date Paid	Amount Paid
	August REI @ Lereta		0004132	2-18-2020	106,416.01
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>				
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	<b>Please check one of the following:</b>				
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.				
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.				
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )				
	SIGNATURE OF REQUESTOR (REQUIRED)			DATE	
	Donna Stephens @ Lereta LLC			4-11-2020	
<b>TAX OFFICE USE ONLY:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied    By: _____ Date: _____					

This application must be completed, signed, and submitted with supporting documentation to be valid.



**JOHN BRIDGES RTA, CTA, CSTA**  
**Ellis County Tax Assessor - Collector**  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150  
 Fax No.: 972-825-5151

Print Date: 02/05/2020

**CITIZENS BANK**  
**ONE CITIZENS BANK WAY JCCL 30**  
**JOHNSTON, RI 02919**

<b>Account Number</b> 243308
<b>Legal Description of the Property</b> LEASED EQUIPMENT PERSONAL PROPERTY CORP  ROYAL BANK OF SCOTLAND  OWNER: CITIZENS ASSET FINANCE

**2019 OVERAGE AMOUNT \$6,578.33**

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 390: CITY OF WAXAHACHIE

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:		
	Name: <i>Citizens Asset Finance</i>		
	Address: <i>ONE Citizens Bank way</i>		
	City, State, Zip: <i>Johnston, RI 02919</i>		
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.:	<i>(401) 260-2234</i>	E-Mail Address:
	Payment made by:	Check No.	Date Paid
	<i>Electric Delivery</i>		<i>1/31/20</i>
	<i>Online</i>		<i>6,578.33</i>
<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:		
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.	
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.	
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )		
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Emilia L. Lamm</i>		DATE <i>3/31/20</i>
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____			

This application must be completed, signed, and submitted with supporting documentation to be valid.



**JOHN BRIDGES RTA, CTA, CSTA**  
**Ellis County Tax Assessor - Collector**  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150  
 Fax No.: 972-825-5151

Print Date: 03/17/2020

**MR COOPER**  
**8950 CYPRESS WATERS BLVD**  
**COPPELL, TX 75019**

<b>Account Number</b> 229791
<b>Legal Description of the Property</b> LOT 8 BLK B SETTLERS GLEN ADDN PH I 121 BUCKSKIN DR 75167
<b>OWNER: SOK RITHY</b>

**2019 OVERAGE AMOUNT \$5,229.76**

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 390: CITY OF WAXAHACHIE

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Rithy Sok</u>			
	Address: <u>5840 Grass Hill Dr</u>			
	City, State, Zip: <u>San Antonio, TX 78238</u>			
Daytime Phone No.: <u>210-279-7796</u>		E-Mail Address: <u>rithy</u>		
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Rithy Sok</u>	<u>Wire transfer</u>	<u>11/30/2019</u>	<u>5,229.76</u>
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			<u>5,229.76</u>
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
<u>[Signature]</u>		<u>3/22/2019</u>		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid.

200103223182	01/01/9999	0	BALANCING REC	CH	\$26.59	\$26.59	163211	BODINE MICHAEL L
200103223182	01/01/9999	0	BALANCING REC	CH	\$237.26	\$237.26	163211	BODINE MICHAEL L
200103223182	01/01/9999	0	BALANCING REC	CH	\$1,096.94	\$1,096.94	163211	BODINE MICHAEL L
200103223182	01/01/9999	0	BALANCING REC	CH	\$38.37	\$38.37	163211	BODINE MICHAEL L
2019CORE0001	12/31/2019	42513999	960768221	CH	\$941,581.87	✓ \$4,463.53	LG 163211	25442644-CORELOGIC

Depository No.	Date	Seq No.	No.	Type	Amount	Amount	Type	No.	Payee
200103223182	01/01/9999	0	BALANCING REC	CH	\$10.20	\$10.20		207595	THAXTON JEFF & SHANN
200103223182	01/01/9999	0	BALANCING REC	CH	\$564.37	\$564.37		207595	THAXTON JEFF & SHANN
200103223182	01/01/9999	0	BALANCING REC	CH	\$96.47	\$96.47		207595	THAXTON JEFF & SHANN
200103223182	01/01/9999	0	BALANCING REC	CH	\$16.18	\$16.18		207595	THAXTON JEFF & SHANN
2019CORE0001	12/31/2019	42514018	960768286	CH	\$2,184,581.89	✓\$10,671.65	LG	207595	25442644-CORELOGIC

19CORE0001

238433

Receipt Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
2019CORE0001	12/31/2019	42514037	960768258	CH	\$5,709,135.67	✓\$7,188.05	LG	238433	25442644-CORELOGIC

2019CORE0001

259782

Check/Receipt

Receipt

Remit

Check

Payment

Transaction

Account

Deposit No.

Date

Seq No.

No.

Type

Amount

Type

No.

2019CORE0001

12/31/2019

42514042

960768283

CH

\$6,228,027.45

LG

259782

Payer

25442644-CORELOGIC

es	Deposit No.	Date	Seq No.	No.	Type	Amount	Amount	Type	No.	Payer
	W200310TB	02/18/2020	43913734	66854	CH	\$8,513.21	\$376.85	LG	243636	28296471-LERETA - TEX
	W200310TB	02/18/2020	43912170	4132	CH	\$106,416.01	▼ \$5,383.70	LG	243636	28296471-LERETA - TEX

Deposit No.	Account No.	Receipt Date	Remit Seq No.	Check No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
W200310TB	224958							
Check/Receipts								
Deposit No.								
W200310TB	43913734	02/18/2020	43913734	66854	CH	\$8,513.21	Applied Amount	Transaction Type
							\$376.01	Account No.
W200310TB	43912170	02/18/2020	43912170	4132	CH	\$106,416.01	✓\$5,371.62	28296471-LERETA - TEX
								28296471-LERETA - TEX

W200204SYEC	01/28/2020	43556380	CC002834588	EC	✓ \$6,578.33	\$6,578.33	LG	243308	28164324-CITIZENS BAN
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W191206SYEC	11/30/2019	42131980	CC002648761	EC	✓	\$5,229.76	\$5,229.76	PA	229791	✓	27711079-RITHY SOK
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RECEIVED  
 APR 21 2020  
 ELLIS COUNTY AUDITOR

Clear Form

**ELLIS COUNTY LINE ITEM ADJUSTMENT**

FISCAL YEAR 2019/2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-508150	Monthly Uniform Allowance	\$ 960.00
	<b>TOTAL:</b>	\$ 960.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-508210	Uniforms	\$ 960.00
	<b>TOTAL:</b>	\$ 960.00


04/08/2020
015 - Jail

*Signature* *Date* *Department*

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

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

\_\_\_\_\_ COUNTY JUDGE  
 \_\_\_\_\_ COMMISSIONER PCT. 1  
 \_\_\_\_\_ COMMISSIONER PCT. 2  
 \_\_\_\_\_ COMMISSIONER PCT. 3  
 \_\_\_\_\_ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: 

F4



# ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019/2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0612-508050	Conference	\$ 500.00
	<b>TOTAL:</b>	\$ 500.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0612-508190	Computers	\$ 500.00
	<b>TOTAL:</b>	\$ 500.00

See attached

04/21/2020

Constable Pct. 2

*Signature*

*Date*

*Department*

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

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

\_\_\_\_\_ COUNTY JUDGE

\_\_\_\_\_ COMMISSIONER PCT. 1

\_\_\_\_\_ COMMISSIONER PCT. 2

\_\_\_\_\_ COMMISSIONER PCT. 3

\_\_\_\_\_ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:

KWWill

ELLIS COUNTY BUDGET  
~~2010/2011~~ LINE ITEM ADJUSTMENT  
2019/2020

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2010/2011 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0612-50805-00000-000	Conference	(500.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0612-50819-00000-000	Computers	500.00

  
Signature of Department Head

4/21/2020  
Date Signed

Constable, Prec. 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 \_\_\_\_\_, 2010/2011

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

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

Approved by County Auditor's Office:

\_\_\_\_\_



F5

**RECEIVED**

APR 20 2020

ELLIS COUNTY AUDITOR

Clear Form

**ELLIS COUNTY LINE ITEM ADJUSTMENT**  
FISCAL YEAR 2019-2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-508070	Fm2 General Exp.	\$41,000.00
	<b>TOTAL:</b>	\$41,000.00

POSTED  
PCT2  
COMPUTER

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-508020	Fm2 Equipment	\$41,000.00
	<b>TOTAL:</b>	\$41,000.00

POSTED  
PCT2  
COMPUTER

[Signature]
4.16.2020
Precinct 2

Signature
Date
Department

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

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

\_\_\_\_\_ COUNTY JUDGE

\_\_\_\_\_ COMMISSIONER PCT. 1

\_\_\_\_\_ COMMISSIONER PCT. 2

\_\_\_\_\_ COMMISSIONER PCT. 3

\_\_\_\_\_ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:     KWWill



F6

**RECEIVED**  
APR 21 2020  
ELLIS COUNTY AUDITOR

Clear Form

**ELLIS COUNTY LINE ITEM ADJUSTMENT**  
FISCAL YEAR 2019/2020

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

<b>TRANSFER FROM</b>		
<i>ACCOUNT NO.</i>	<i>ACCOUNT TITLE</i>	<i>AMOUNT</i>
001-0015-508880	Computer Service	\$ 1,723.36
	<b>TOTAL:</b>	\$ 1,723.36

<b>TRANSFER TO</b>		
<i>ACCOUNT NO.</i>	<i>ACCOUNT TITLE</i>	<i>AMOUNT</i>
001-0015-508120	Radio	\$ 944.66
001-0015-508190	Computer	\$ 778.70
	<b>TOTAL:</b>	\$ 1,723.36

  
*Signature*
04/08/2020  
*Date*
015 - Jail  
*Department*

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

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

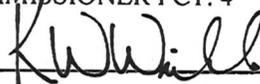
\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER PCT. 1

\_\_\_\_\_  
COMMISSIONER PCT. 2

\_\_\_\_\_  
COMMISSIONER PCT. 3

\_\_\_\_\_  
COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: 

F7

RECEIVED

APR 27 2020

Clear Form



ELLIS COUNTY AUDITOR

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019-2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
004-0652-508070	RR2 General Exp.	\$34,000.00
	TOTAL:	\$34,000.00

POSTED PCT2 COMPUTER

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
004-0652-508020	RR2 Equipment	\$34,000.00
	TOTAL:	\$34,000.00

POSTED PCT2 COMPUTER

Signature

4.24.2020 Date

Precinct 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 \_\_\_\_\_, \_\_\_\_\_

- \_\_\_\_\_ COUNTY JUDGE
- \_\_\_\_\_ COMMISSIONER PCT. 1
- \_\_\_\_\_ COMMISSIONER PCT. 2
- \_\_\_\_\_ COMMISSIONER PCT. 3
- \_\_\_\_\_ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: KW Will

RECEIVED

APR 23 2020

ELLIS COUNTY AUDITOR



F8

# ELLIS COUNTY BUDGET AMENDMENT

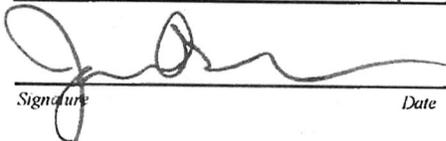
FISCAL YEAR 2019-2020

**\*\*Pursuant to Texas Local Government Code §111.010, §111.0105, §111.0106, §111.0107, §111.0108, or §111.011, Commissioner's Court may amend the adopted budget if certain criteria is met.\*\***

I am requesting that the Ellis County Commissioners' Court make necessary amendments to the Adopted Budget. The following amendments will  INCREASE/  DECREASE the 2019-2020 Budget

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-409640	Contracting Election	\$ 59,000.00
	<b>TOTAL:</b>	\$ 59,000.00

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508010	Supplies	\$ 3,000.00
001-0210-509420	Election Expenses	\$ 9,000.00
001-0210-508480	Holding Salary	\$ 47,000.00
	<b>TOTAL:</b>	\$ 59,000.00


04/22/2020
Elections

*Signature* *Date* *Department*

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS BUDGET AMENDMENT IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

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

\_\_\_\_\_ COUNTY JUDGE

\_\_\_\_\_ COMMISSIONER PCT. 1

\_\_\_\_\_ COMMISSIONER PCT. 2

\_\_\_\_\_ COMMISSIONER PCT. 3

\_\_\_\_\_ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: 



**AGENDA ITEM NO. 1.1**

Ellis County Commissioners' Court  
May 5, 2020



**SHORT TITLE:**

Replat of Whispering Meadows Tract 3B  
Parcel ID No. 199197

**LEGAL CAPTION:**

**Consider and act upon a replat of Whispering Meadows Tract 3B.** The property contains a total of ± 29.378 acres of land, located at 1433 Wilson Road, located in the extra-territorial jurisdiction (ETJ) of Waxahachie, Road and Bridge Precinct No. 1.



**APPLICANT:**

Russell and Christina Altman



**PURPOSE:**

The applicant is requesting this replat to create an additional lot for residential use from the previously approved platted lot.



**HISTORY:**

The Commissioners' Court approved the Whispering Meadows Addition Final Plat on October 31, 1988. The Commissioners' Court approved subsequent replats for various lots throughout the Whispering Meadows Addition.



**OTHER RELEVANT INFORMATION:**

**Public Notice Information:**

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised in the Waxahachie Daily Light on April 4, April 11, and April 25, 2020. Twenty (20) notices were sent to property owners within the subdivision via certified mail on April 4, 2020. To date, the department staff has not had any inquiries regarding this replat. All legal notification requirements have been met.

**Thoroughfare Plan:**

Thirty (30) feet of right-of-way has been dedicated along Wilson Road initially upon platting in 1988, satisfying the County's right of way requirements.

**Water Provider:**

Rockett Special Utility District will provide service via a 4-inch line along Wilson Road to the new lot.



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

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



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

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



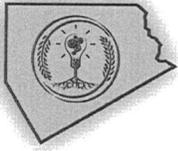
**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

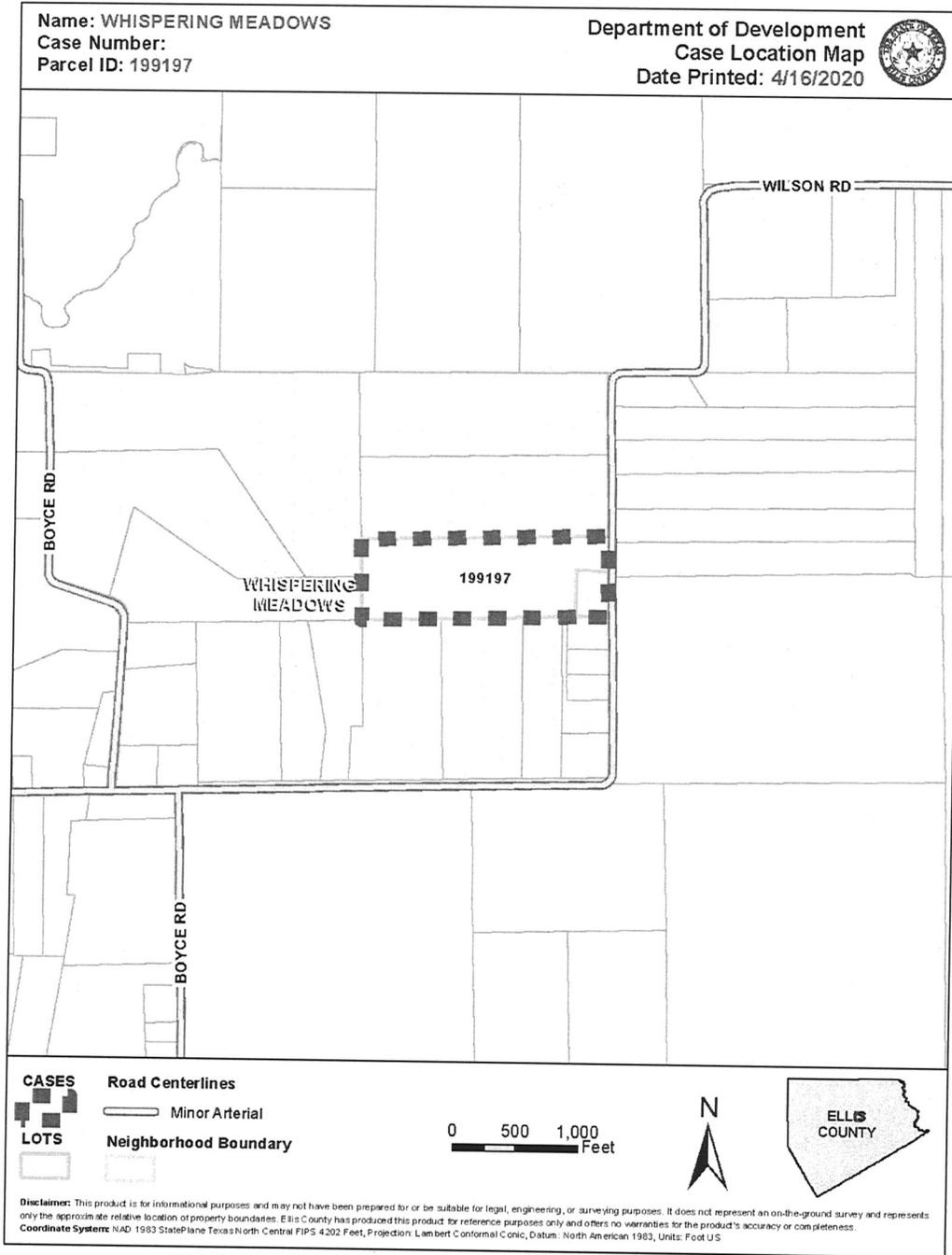


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**



-96.730355 32.390716 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 4/16/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\000 Case Location.mxd



DEPARTMENT OF DEVELOPMENT  
Ellis County

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

ATTACHMENT NO. 2 - Plat

APPROVED BY PLANNING AND ZONING COMMISSION CITY OF PHOENIX

DATE: 9-10-20

DATE: 9-25-20

STATE OF TEXAS  
COUNTY OF ELLIS

APPROVED THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

COMMISSIONER PRECINCT 1  
COMMISSIONER PRECINCT 2  
COMMISSIONER PRECINCT 4

STATE OF TEXAS  
COUNTY OF ELLIS

APPROVED THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

COMMISSIONER PRECINCT 1  
COMMISSIONER PRECINCT 2  
COMMISSIONER PRECINCT 4

REPLAT  
TRACTS 3A & 3B  
WHISPERING MEADOWS  
BEING A RESUBDIVISION OF TRACTS 3A & 3B  
IN THE  
CITY OF PHOENIX, ELLIS COUNTY, TEXAS

29.379 ACRES  
2 RESUBDIVISION LOTS  
CAGE NUMBER SBP-19-2020  
NOVEMBER 2019 PAGE 1 OF 1

**WILSON ROAD**

TRACT 3A  
2.231 ACRES

TRACT 3B  
27.147 ACRES

NOTE: THESE KNOWLEDGEABLE PERSONS HAVE BEEN ADVISED OF THE RIGHTS AND OBLIGATIONS OF THE APPLICANT AND THE APPLICANT HAS BEEN ADVISED OF THE RIGHTS AND OBLIGATIONS OF THE APPLICANT.

- THE APPLICANT HAS BEEN ADVISED THAT THE APPLICANT IS RESPONSIBLE FOR THE COSTS OF THE SURVEY AND THE COSTS OF THE PLAT.
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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Ellis, Texas, this 25th day of September, 2020.

By: *[Signature]*  
Notary Public for the State of Texas, My Comm. Expires 09/25/2022



**AGENDA ITEM NO. 1.2**  
Ellis County Commissioners' Court  
May 5, 2020



**SHORT TITLE:**

Sigala Addition  
Parcel ID No. 181796

**LEGAL CAPTION:**

**Consider and act upon a final plat of Sigala Addition.** The property contains a total of ± 5.390 acres of land in the W.C. Calder Survey, Abstract No. 235, and the S.C. White Survey, Abstract No. 1249, located on the north side of FM 879, ± 3,660 feet south of FM 878, in the extra-territorial jurisdiction (ETJ) of Waxahachie, Road and Bridge Precinct No. 1.



**APPLICANT:**

Joanna Sigala and Jesus Sigala - Mendoza



**PURPOSE:**

The applicant is requesting to plat two (2) lots for residential use.



**HISTORY:**

No other subdivision history exists for this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

Eighty (80) feet of right-of-way has been dedicated for FM 879, satisfying the County's right of way requirements.

**Water Provider:**

Rockett Special Utility District will provide service to Sigala Addition via a 3-inch line along FM 879.



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



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

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

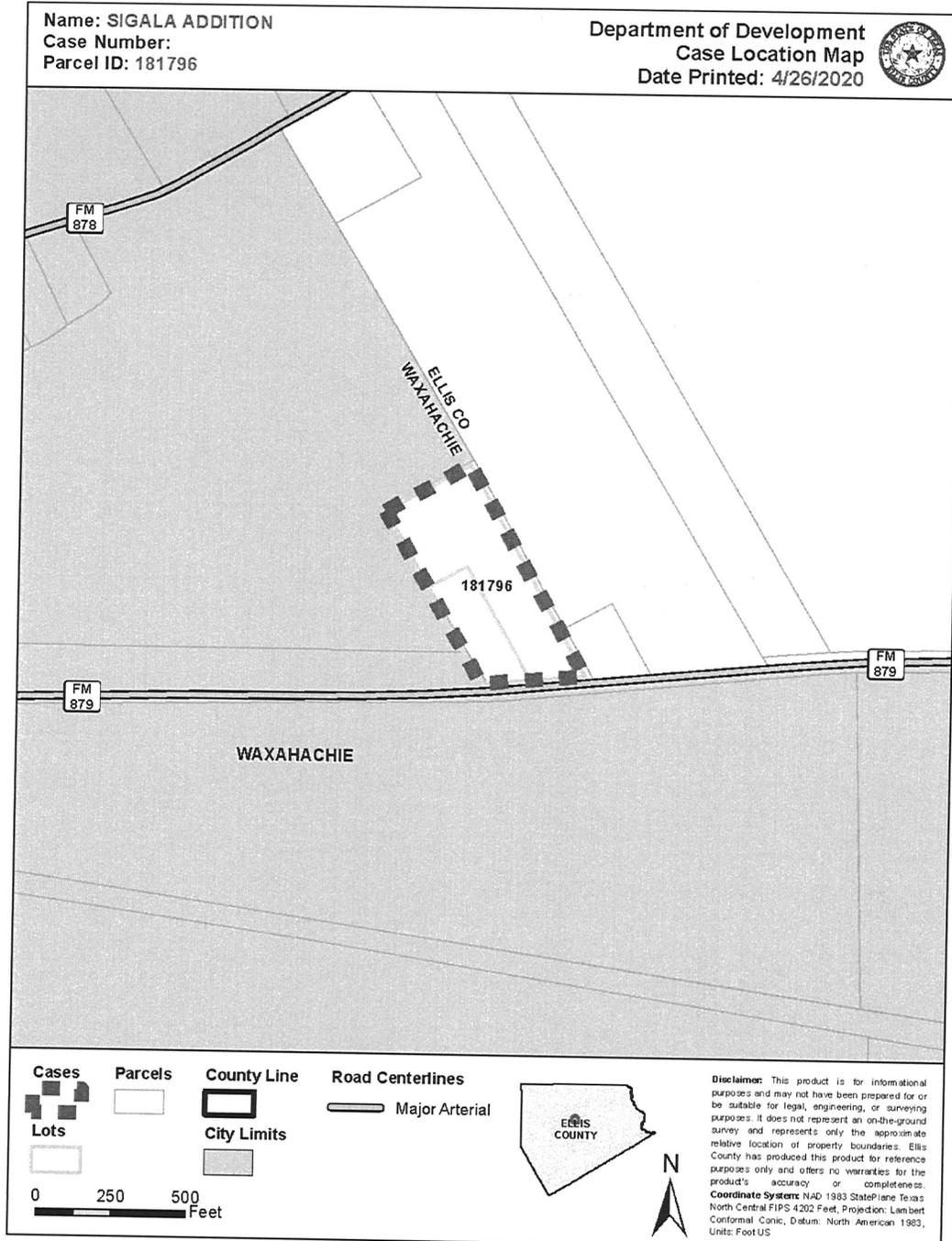


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**



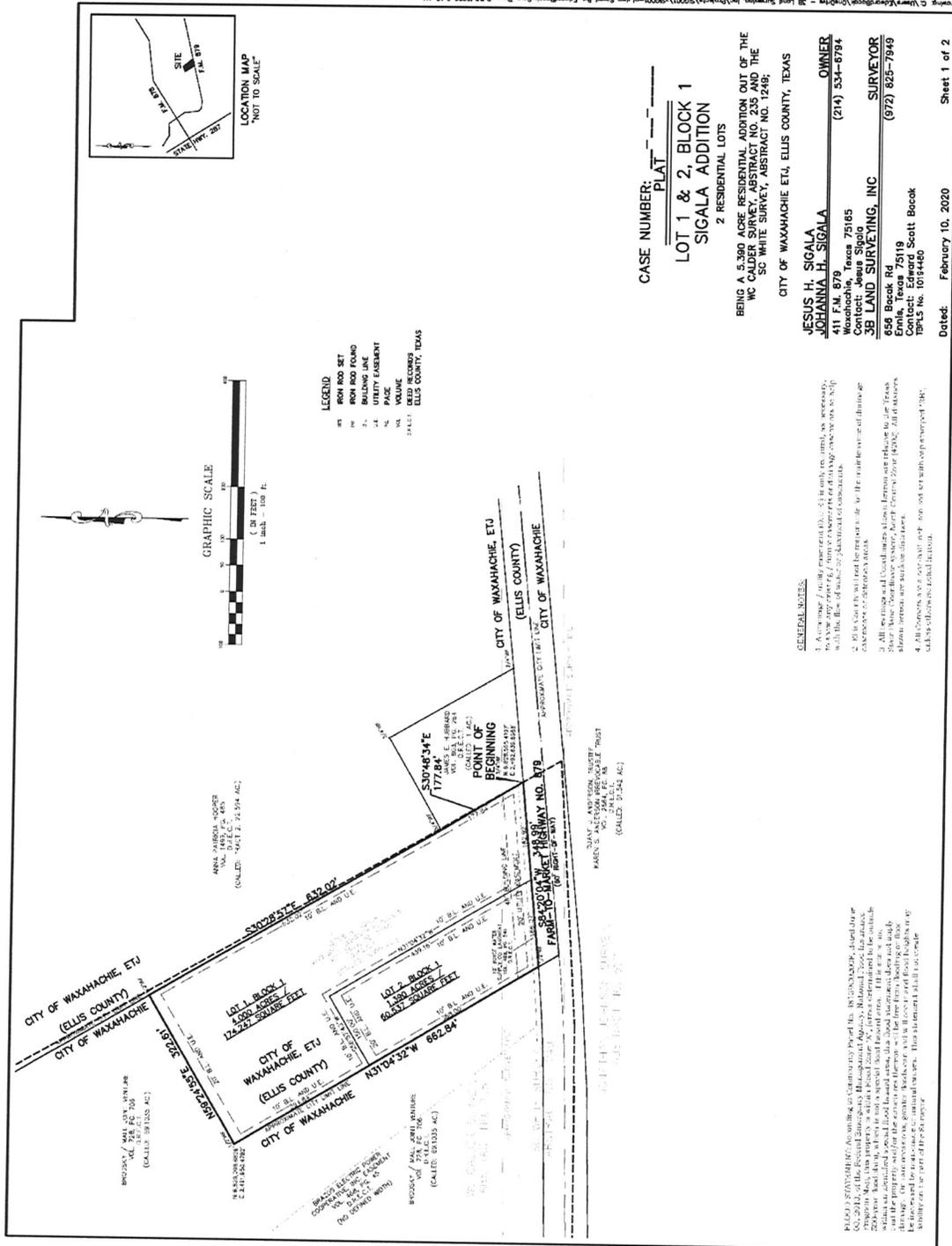
46.903064 32.389530 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 4/26/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\100 Case Location.mxd



DEPARTMENT OF DEVELOPMENT  
Ellis County

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

ATTACHMENT NO. 2 - Plat





**AGENDA ITEM NO. 1.3**  
Ellis County Commissioners' Court  
May 5, 2020



**SHORT TITLE:**

Lockridge Manor  
Parcel ID No. 278819

**LEGAL CAPTION:**

**Consider and act upon a final plat of Lockridge Manor.** The property contains a total of ± 1.240 acres of land located on the west side of Chisholm Trail, ± 795 feet north of the intersection of Chisholm Trail and E. Haven Drive, in the extra-territorial jurisdiction (ETJ) of Waxahachie, Road and Bridge Precinct No. 2.



**APPLICANT:**

William and Rebecca Lockridge



**PURPOSE:**

The applicant is requesting to plat one (1) lot for residential use.



**HISTORY:**

No other subdivision history exists for this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

A total of 5.75 feet of right-of-way has been dedicated for Chisholm Trail, to satisfy the County's right of way requirements.

**Water Provider:**

Nash-Forreston Water Supply Corp. will provide service to Lockridge Manor via a 2-inch line along Chisholm Trail.



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

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



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

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



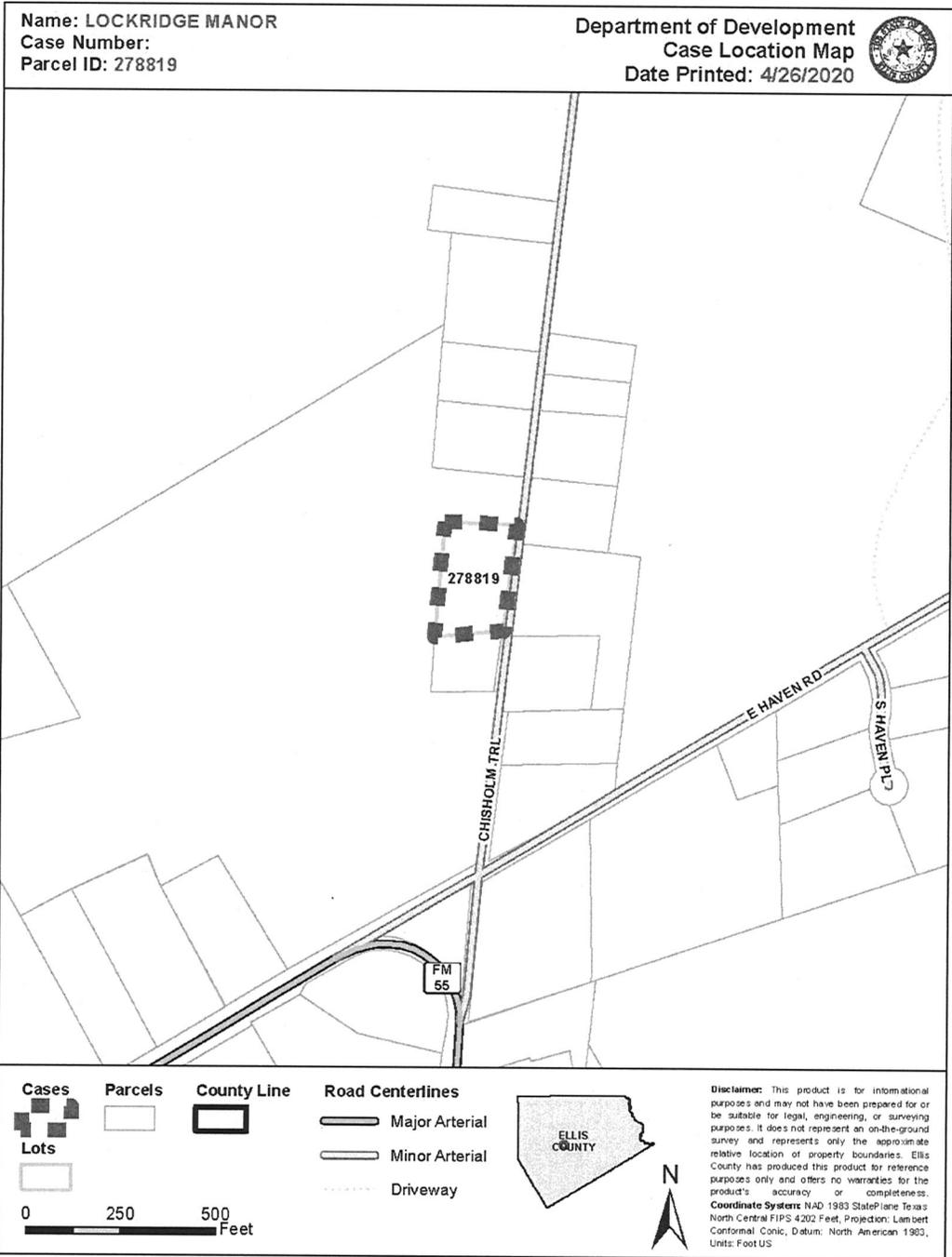
**APPROVED AND PRESENTED BY:**



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



**ATTACHMENT NO. 1 – Location Map**



96.849693 32.330139 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 4/26/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\00 Case Location.mxd





**AGENDA ITEM NO. 1.4**  
Ellis County Commissioners Court  
May 5, 2020



**SHORT TITLE:**

Road Frontage Variance for Lot 1 Block A of Dove Meadow Estates Subdivision  
Parcel ID No. 182292

**LEGAL CAPTION:**

Consider & act upon a request to grant a one-time variance for Lot 1, Block A of the proposed Dove Meadow Estates from Section IV (B)(2) (Residential Lots) of the Subdivision Development Standards to allow one (1) lot without meeting the minimum road frontage requirement. The property contains ± 1.191 acres of land located in the J.C. Dickey Survey, Abstract No. 298, and the A. Ferguson Survey, Abstract No. 350. The proposed subdivision is located on the south side of Old Maypearl Road ± 6,600 feet east of Greathouse Road, Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT(S):**

Lance Rust



**PURPOSE:**

Dove Meadow Estates has been preliminary platted and is required to provide two points of access to the subdivision. However, due to the construction of the additional entry point (Construction Details, Volume III, Page 8 – Access) to meet this requirement, it caused Lot 1, Block A, to fall ± 16.56 feet short of the 150-foot road frontage requirement for residential lots. Before approving the final plat, a variance to the minimum road frontage requirement for one lot at Lot 1 Block A is required.



**HISTORY:**

There is no previous subdivision history on this property.

On January 29, 2019, the Commissioners' Court approved the preliminary plat on this property. A variance for lot dimensions, right-of-way encroachments are also on this agenda.



**OTHER RELEVANT INFORMATION:**

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

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



**DEPARTMENT OF DEVELOPMENT  
Ellis County**

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

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

*Section VIII (A) (1) (i) requires notice to be sent to property owners within 200 feet of the property with the requested variance at least ten (10) days before the meeting date. Staff sent out seven (7) notices via regular mail on April 24, 2020 to satisfy this requirement.*



**ANALYSIS:**

Although the applicant has the overall minimum road frontage required for each lot, the applicant is unable to obtain the minimum amount of acreage required due to the County's current regulation that requires two (2) points of access within a proposed subdivision. Staff supports this variance request as it believes it meets the criteria for granting a variance.



**RECOMMENDATION:**

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

- 1) The applicant submits a plat identical to this request (currently submitted for consideration and approval. Please see Item No. 1.6 – Dove Meadow Estates Final Plat)
- 2) Only one (1) habitable structure shall be allowed per lot.



**ATTACHMENTS:**

1. Draft Order



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



**APPROVED AND PRESENTED BY:**

Alberto Mares, AICP, D.R., CPM  
Director of Planning & Development



**ATTACHMENT NO. 1 – Variance Request Notice**

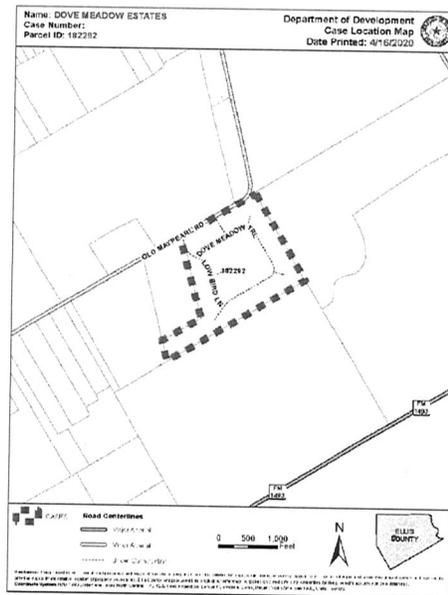


**PUBLIC NOTICE**

The Ellis County Department of Development received an application for a variance request for **Lot 1 Block A of the subdivision preliminarily platted as Dove Meadow Estates**, located in the in the J.C. Dickey Survey, Abstract No. 298 and the A. Ferguson Survey, Abstract No. 350. The proposed subdivision is located on the south side of Old Maypearl Road ± 6,600 feet east of Greathouse Road, Waxahachie, Road & Bridge Precinct No. 3. This notice letter satisfies the County's requirement to notify all owners within 200 feet of the subject site seeking a variance (*Ellis County QGI, Volume I – Subdivision & Development Standards, Section IV (A) (2)*).

Below is a summary minimum County standards and the proposed request:

Relief Sought From:	County Development Standard:	Applicant's Request:	Difference:
Lots - Minimum Road Frontage	150 feet	± 133 feet	± 17 feet



If you are interested in speaking for or against this variance request, department staff will present this application at the Commissioners' Court meeting scheduled for **Tuesday, May 5, 2020 at 2:00 PM**, on the second floor of the historic Ellis County Courthouse, 101 W. Main St. Waxahachie, TX. If you have any questions regarding this request, feel free to contact our office at 972-825-5200, or email [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us).



ATTACHMENT NO. 2 – DRAFT ORDER

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

On this the 5th day of May 2020, 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:**

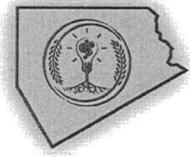
**AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS GRANTING A ONE-TIME VARIANCE FROM SECTION IV (B) (2) (LOTS) OF THE SUBDIVISION & DEVELOPMENT STANDARDS, TO ALLOW ONE (1) LOTS WITHOUT MEETING THE MINIMUM ROAD FRONTAGE REQUIREMENT. THE PROPERTY CONTAINS ± 1.191 ACRES OF LAND LOCATED IN THE J.C. DICKEY SURVEY, ABSTRACT NO. 298 AND THE A. FERGUSON SURVEY, ABSTRACT NO. 350. THE PROPOSED SUBDIVISION IS LOCATED ON THE SOUTH SIDE OF OLD MAYPEARL ROAD ± 6,600 FEET EAST OF GREATHOUSE ROAD, WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 3, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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



**SECTION 2. CONDITIONS OF APPROVAL.**

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

- 1) The applicant submits a plat identical to this request (Currently submitted for consideration and approval. Please see item No 1.6 Dove Meadow Estates Final Plat.)
- 2) Only one (1) habitable structure shall be 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 and development of the Property and which are not expressly amended by this Order, the provisions of this Order shall be controlling.

**SECTION 4. SEVERABILITY CLAUSE**

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

**SECTION 5. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 5<sup>TH</sup> DAY OF MAY 2020.**

\_\_\_\_\_  
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



**AGENDA ITEM NO. 1.5**  
Ellis County Commissioners Court  
May 5, 2020



**SHORT TITLE:**

Right-of-way encroachment for Dove Meadows  
Parcel ID - 182292

**LEGAL CAPTION:**

Consider and act upon a request to grant a right-of-way encroachment of an entry wall feature within the Dove Meadows subdivision located in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT(S):**

Lance Rust



**PURPOSE:**

The applicant is requesting a right-of-way encroachment for an entry wall feature along High Bird Drive in the Dove Meadows subdivision.

Volume III of the Standard Construction Details, Section II (C) (8) (i), allows for placement of any feature in the right-of-way with approval from the Commissioners' Court.

Within the 120-foot right-of-way, exists a 310 feet x 9 ½ feet median with planters and a sign that measures 50 feet in length x 1 ½ feet in width x no more than four (4) feet in height.



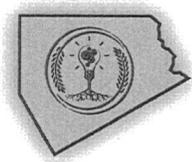
**OTHER RELEVANT INFORMATION:**

**VOLUME III – STANDARD CONSTRUCTION DETAILS**

**SECTION II (C) – Streets and Connectivity**

8) The County shall not accept any dedication or provide any upkeep or maintenance of any private decorative and/or landscaped entrance(s), squares, islands, or other obstructions to traffic located within the dedicated right-of-way. If these entrances become damaged, unsightly, or a hazard to traffic, at the option of the precinct commissioner, they may be removed with the County suffering no liability for this removal.

- (i) Prior to the placement of items in the right-of-way, a right-of-way encroachment approval is from the Commissioners' Court.
- (ii) The County shall not bear any liability or responsibility for the placement of any items in the right-of-way.



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

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



**ANALYSIS:**

This right-of-way encroachment is the first official request under the new set of regulations adopted in December 2018.

The regulations outline that enhanced entryway features shall never be dedicated or maintained by the County. Also, it gives the precinct commissioner the authority to remove it if it causes a traffic hazard or becomes damaged.

Although staff supports this request, it will recommend conditions of approval to protect the County and require homeowner and HOA responsibility for this entry feature.



**RECOMMENDATION:**

Staff recommends **approval** of this right-of-way encroachment request, with the following conditions:

- 1) The design of the proposed enhanced entryway features shall closely mirror the design found in Exhibit A of the attached Order.
- 2) The plans shall be submitted to the County Engineer for their review.
- 3) The Plat and Subdivision Restrictions shall contain a statement that Ellis County will never accept or maintain the enhanced entryway feature.
- 4) The Plat and Subdivision Restrictions shall contain a statement that the enhanced entryway feature shall be maintained in perpetuity by the owners in the subdivision and shall contain a mechanism for assessing the owners to produce adequate revenue for perpetual maintenance. The provisions for perpetual maintenance shall be submitted with the Plat or development for review.
- 5) The Owner and/or Developer is required to form a homeowner's association with assessment authority. Membership in the association shall be mandatory for each lot owner of the subdivision. The association shall be responsible for the maintenance of the enhanced entryway feature and other private amenities in the subdivision.



**ATTACHMENTS:**

1. Draft Order



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

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



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1

COMMISSIONERS COURT OF ELLIS COUNTY

ORDER NO. \_\_\_\_\_

On this the 5<sup>th</sup> day of May 2020, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

**COUNTY JUDGE:**

Judge Todd Little

**COMMISSIONERS:**

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

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

**AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS GRANTING A RIGHT-OF-WAY ENCROACHMENT OF AN ENTRY WALL FEATURE WITHIN THE DOVE MEADOWS SUBDIVISION LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 3. WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "A," PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

**SECTION 1. GRANTING OF A RIGHT-OF-WAY ENCROACHMENT.**

The Commissioners' Court finds that the right-of-way encroachment, as outlined in Volume III of the Ellis County Quality Growth Initiatives, Section II (C) (8) apply and are set forth above are incorporated into the body of this order as if fully set forth herein.



**SECTION 2. CONDITIONS OF APPROVAL.**

This right-of-way encroachment is for Dove Meadows is granted with the following conditions:

- 1) The design of the proposed enhanced entryway features shall closely mirror the design found in Exhibit A of the attached Order.
- 2) The plans shall be submitted to the County Engineer for their review.
- 3) The Plat and Subdivision Restrictions shall contain a statement that Ellis County will never accept or maintain the enhanced entryway feature.
- 4) The Plat and Subdivision Restrictions shall contain a statement that the enhanced entryway feature shall be maintained in perpetuity by the owners in the subdivision and shall contain a mechanism for assessing the owners to produce adequate revenue for perpetual maintenance. The provisions for perpetual maintenance shall be submitted with the Plat or development for review.
- 5) The Owner and/or Developer is required to form a homeowner's association with assessment authority. Membership in the association shall be mandatory for each lot owner of the private subdivision. The association shall be responsible for the maintenance of the enhanced entryway feature and other private amenities in the subdivision.

**SECTION 3. CONFLICTS.**

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

**SECTION 4. SEVERABILITY CLAUSE**

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

**SECTION 5. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 5<sup>TH</sup> DAY OF MAY, 2020.**



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

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

---

Todd Little, County Judge

---

Commissioner Randy Stinson, Precinct No. 1

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Commissioner Lane Grayson, Precinct No. 2

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Commissioner Paul Perry, Precinct No. 3

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Commissioner Kyle Butler, Precinct No. 4

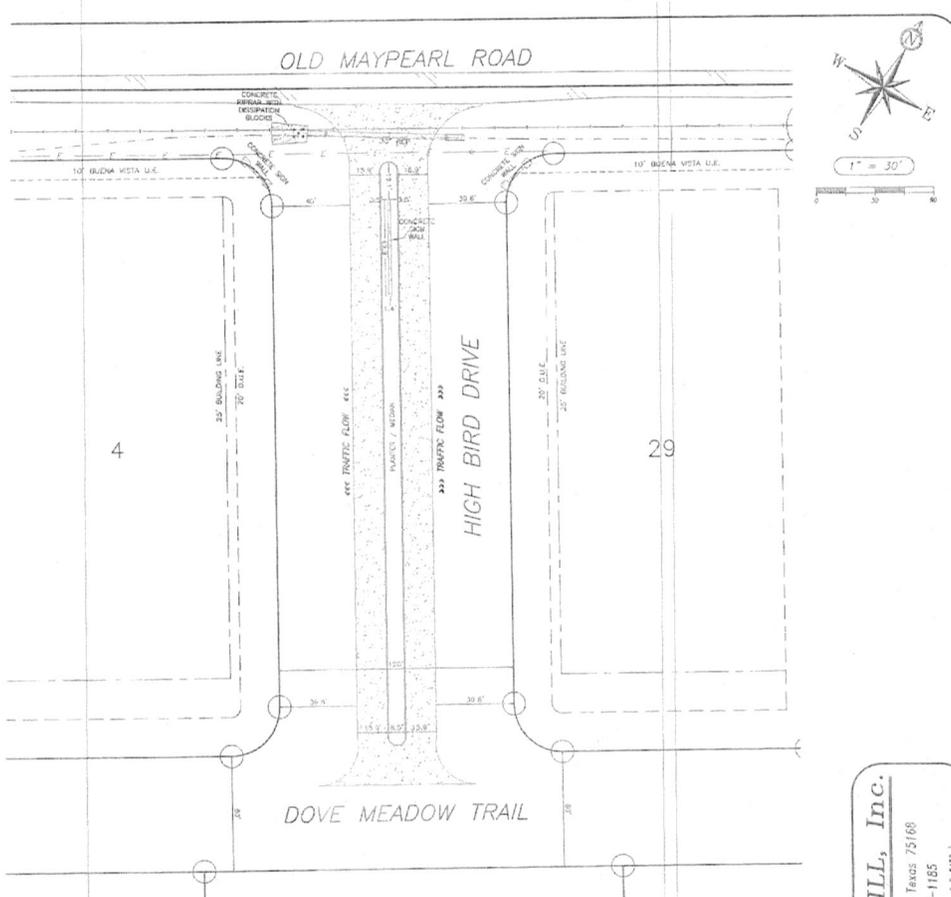
**ATTEST:**

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Krystal Valdez, County Clerk



EXHIBIT A  
Encroachment Drawing



3.3.2020

NOTICE TO PUBLIC:  
ALL CONCRETE SIGN WALLS, MEDIAN PLANTERS, AND ALL PLANTS DECORATING SUCH, SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION ACTIVE IN THIS, DOVE MEADOW ESTATES.

**ENTRY WALL EXHIBIT**  
**DOVE MEADOW ESTATES**  
Being a 75.000 Acre Addition in  
J. C. DICKEY SURVEY, A-298  
A. FERGUSON SURVEY, A-350  
Ellis County, Texas  
51 SINGLE FAMILY LOTS

Owner & Developer:  
JOE RUST  
Phone: 972-333-4143

**D&M**  
ENGINEERS  
**DAVIS & McDILL, Inc.**  
P.O. BOX 428, Waco, Texas 76788  
Phone: Metro 972-938-1185  
Fax: 817-871-5433

Date: 3/4/2020  
Scale: 1" = 30'  
Drawn: DWR  
216-0200-ASBJJ  
Job: ENTRY-WALLS



**AGENDA ITEM NO. 1.6**  
Ellis County Commissioners' Court  
May 5, 2020



**SHORT TITLE:**

Final plat of Dove Meadows.  
Parcel ID - 182292

**LEGAL CAPTION:**

Consider & act upon a final plat of Dove Meadow Estates. The property contains ± 75 acres of land in the J.C. Dickey Survey, Abstract No. 298, and the A. Ferguson Survey, Abstract No. 350 located on the south side of Old Maypearl Road ± 6,600 feet east of Greathouse Road, Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT:**

Lance Rust



**PURPOSE:**

The applicant is requesting to subdivide this property into fifty-one (51) residential lots.



**HISTORY:**

There is no previous subdivision history on this property. Staff discovered ± 1,100 square feet of this proposed subdivision located in Waxahachie's ETJ (near the northeast corner), which usually triggers a plat review by both the City & the County; however, the City of Waxahachie ceded their review authority for this plat due to the small amount in their ETJ (see Attachment No. 3).

On January 29, 2019, the Commissioners' Court approved the preliminary plat on this property. A variance for lot dimensions, right-of-way encroachments, and releasing construction bonds/accepting maintenance bonds are also on this agenda.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

There are no proposed thoroughfares within the boundaries of this proposed subdivision.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.

Buena Vista-Bethel SUD provides service to this site. An 8-inch line was extended from an existing line 3,800 feet away to provide service.



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

✉: dod@co.ellis.tx.us  
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**ATTACHMENTS:**

1. Location Map
2. Final plat



**RECOMMENDATION:**

Staff recommends **approval** of this request, subject to the following conditions:

1. If the Commissioners' Court denies the right-of-way encroachment, a final plat showing Highbird Dr as a private road shall be submitted for filing.
2. If at any time in the future, any road designations change from public to private, a replat shall be required.
3. If the Commissioners' Court approves the right-of-way encroachment and road frontage variance on this agenda date, the general plat note of the plat shall indicate them, prior to filing.

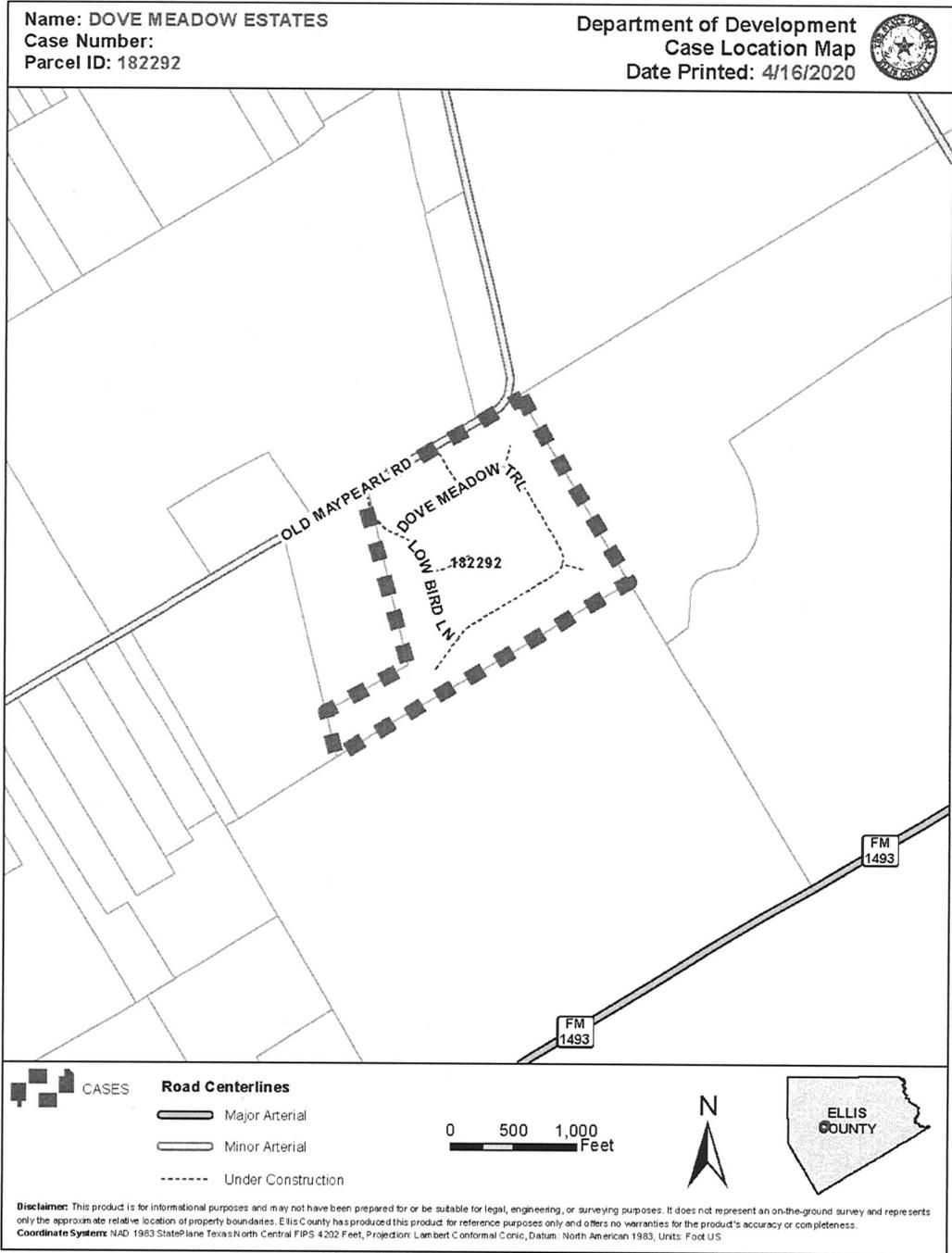


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**



-96.903334 32.339017 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 4/16/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\000 Case Location.mxd





2.1



April 27, 2020

Ellis County  
E.J. Harbin, Purchasing Agent  
101 W. Main Street, Ste. 203  
Waxahachie, TX 75165

**Re: Courtroom and Chambers Finish Out - Proposal to Add Testing and Balancing Services**

Dear Mr. Harbin,

As I'm sure has been explained to you, our mechanical engineer has concerns about adding new stresses to the existing system without first having it tested. Manual override is currently being performed in the area of the new courtroom in order to lower the design temperature. Additionally, reconfiguring the ductwork above what will be the well in the new courtroom will reduce the duct size thus necessitating the system to push air harder. In order to ensure that the system can accommodate both of these stresses without failure, we are submitting this add service request for a testing and balancing company, Engineered Air Balance Co., Inc. (EAB), to perform the work.

**Scope of Work Outline**

Refer to EAB's proposal, attached.

**Base Professional Services Fee**

Our proposed fee and expenses for design phase services outlined in this proposal is **\$26,004**.

**Project Schedule**

Refer to EAB's proposal, attached.

Thank you for continuing to place your trust in HDR to serve Ellis County.

Please do not hesitate to call us if you have any questions.

Sincerely,  
HDR Architecture, Inc.

A handwritten signature in cursive script that reads "Todd A. Tierney".

Todd A. Tierney  
Senior Vice President

Cc: Halden Tally, John Niesen



Dallas  
P. O. Box 850596  
Richardson, Texas 75085  
Tel: 972-818-9000  
Fax: 972-818-0997  
www.eabcoinc.com

**Proposal No. 1200210**

TO: Ellis County  
109 S. Jackson St.  
Suite 114  
Waxahachie, TX 75165

RE: Ellis County Courthouse  
Courtroom #6 Infill  
Pre-Construction T&B  
109 S. Jackson St.  
Waxahachie, TX 75165

ATTENTION: Ted Kantor

DATE: April 13, 2020

We are pleased to propose our services to test the heating, ventilating and air conditioning systems in the subject project.

In particular, we are proposing our services per the Mechanical Narrative developed by HDR Architecture included in the email dated April 9, 2020.

We have taken the liberty to identify each test noted in the testing narrative. The test identifications have been added to the narrative and are included with the proposal.

Test #1 – As Found Operating Conditions, System in Hand .....	\$3,140.00
Test #2 – As Found Operating Conditions, System in Automatic.....	\$3,140.00
Test #3 – VAV Terminals set to Maximum CFM setpoints, System in Automatic.....	\$3,670.00
Test #4 – VAV Terminals set to Maximum CFM setpoints, System in Hand (60 Hz).....	\$3,140.00
Test #1A – As Found Operating Conditions of CHW System Automatic.....	\$2,400.00
Test #4A – AHU-1C/2C Maximum CFM setpoint Hand (60Hz) CHW System Maximum .....	\$6,130.00
Final Report Preparation .....	\$2,020.00
<b>TOTAL NET PRICE FOR THE ABOVE SERVICES.....</b>	<b>\$23,640.00<sup>1</sup></b>

<sup>1</sup>The following are clarifications related to our services as noted in the testing narrative:

1. The proposal is based on two 2- man teams (4 individuals) conducting the tests to ensure each test can be performed in a minimum of a day. This is to prevent an interruption of a test during a day of testing.
2. Test #4 can be considered a contingency test. If AHU-2C is operating at 60 Hz in Test 3, the performance of Test #4 may not need to be performed.

This proposal will expire thirty (30) days from the date shown above. Please reference this proposal number on all correspondence.

We thank you for the opportunity of proposing our services. If we may be of further assistance, please contact our office.

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

A handwritten signature in black ink, appearing to read "D. Harrell", written in a cursive style.

David Harrell  
Sales Manager  
[धारrell@eabcoinc.com](mailto:धारrell@eabcoinc.com)

John Niesen - HDR

Ellis County Courthouse Courtroom #6 Infill Pre-Construction T&B

As required for the design considerations of future courtroom number six infill at the Ellis County Courthouse, the scope of work for this pre-construction test and balance report includes the following:

- Measure current operating conditions for the existing air handling system
- Measure maximum operating conditions for the existing air handling system
- Measure current operating conditions for the existing chilled water system
- Measure maximum operating conditions for the existing chilled water system
- Verify proper control system operation
- Record all equipment manufacturer, model, serial number information.

Measure current operating conditions for existing air handling system:

The existing air handling system includes AHU-2-C located in first floor mechanical room, and associated air distribution system serving levels three and four of the Ellis County Courthouse. Due to unstable operation, it is HDR's understanding that system currently operates in hand rather than auto. The intent of this portion of work is to document normal system operation in both settings.

Prior to making any adjustments to the system, measure and record the following along with any readings available through the building automation system:      Test #1 As Found Hand

AHU-2-C MEASUREMENTS	ACTUAL	BAS
SUPPLY FAN CFM		
UNIT INLET PRESSURE IN. WG.		
UNIT DISCHARGE PRESSURE IN. WG.		
SUPPLY FAN INLET PRESSURE IN. WG.		
SUPPLY FAN DISCHARGE PRESSURE IN. WG.		
SUPPLY FAN Hz		
SUPPLY FAN AMP DRAW		
DIFFERENTIAL PRESSURE IN SUPPLY DUCT SYSTEM (measured at DP sensor) IN. WG.		-
DUCT SENSOR DIFFERENTIAL SETPOINT IN. WG.	-	
RETURN AIR CFM		
OUTSIDE AIR CFM		
OUTSIDE AIR DB/WB		
RETURN AIR DB/WB		
CHILLED WATER COIL EAT DB/WB		
CHILLED WATER COIL LAT DB/WB		

OBSERVATIONS:

Remove all overrides for terminal unit damper and reheat coil control, set AHU-2-C fan operation to "Auto", measure and record the following along with any readings available through the building automation system: **Test #2 As Found Auto**

AHU-2-C MEASUREMENTS	ACTUAL	BAS
SUPPLY FAN CFM		
UNIT INLET PRESSURE IN. WG.		
UNIT DISCHARGE PRESSURE IN. WG.		
SUPPLY FAN INLET PRESSURE IN. WG.		
SUPPLY FAN DISCHARGE PRESSURE IN. WG.		
SUPPLY FAN Hz		
SUPPLY FAN AMP DRAW		
DIFFERENTIAL PRESSURE IN SUPPLY DUCT SYSTEM (measured at DP sensor) IN. WG.		-
DUCT SENSOR DIFFERENTIAL SETPOINT IN. WG.	-	
RETURN AIR CFM		
OUTSIDE AIR CFM		
OUTSIDE AIR DB/WB		
RETURN AIR DB/WB		
CHILLED WATER COIL EAT DB/WB		
CHILLED WATER COIL LAT DB/WB		
OBSERVATIONS:		
Does the system stabilize to meet differential pressure setpoint?		

**Test #3**

Measure maximum operating conditions for the existing air handling system:

The intent of this portion of work is to document system operation at maximum airflow, operating both in "Hand" and "Auto".

Override all terminal units served by AHU-2-C to maximum cooling CFM, with fan in "Auto", measure and record the following along with any readings available through the building automation system:

AHU-2-C MEASUREMENTS	ACTUAL	BAS
SUPPLY FAN CFM		
UNIT INLET PRESSURE IN. WG.		
UNIT DISCHARGE PRESSURE IN. WG.		
SUPPLY FAN INLET PRESSURE IN. WG.		
SUPPLY FAN DISCHARGE PRESSURE IN. WG.		
SUPPLY FAN Hz		
SUPPLY FAN AMP DRAW		
DIFFERENTIAL PRESSURE IN SUPPLY DUCT SYSTEM (measured at DP sensor) IN. WG.		
DUCT SENSOR DIFFERENTIAL SETPOINT IN. WG.		
RETURN AIR CFM		
OUTSIDE AIR CFM		
OUTSIDE AIR DB/WB		
RETURN AIR DB/WB		
CHILLED WATER COIL EAT DB/WB		
CHILLED WATER COIL LAT DB/WB		
OBSERVATIONS:		

Override all terminal units served by AHU-2-C to maximum cooling CFM, with fan in "Hand" at 60Hz, measure and record the following along with any readings available through the building automation system:

Test #4

AHU-2-C MEASUREMENTS	ACTUAL	BAS
SUPPLY FAN CFM		
UNIT INLET PRESSURE IN. WG.		
UNIT DISCHARGE PRESSURE IN. WG.		
SUPPLY FAN INLET PRESSURE IN. WG.		
SUPPLY FAN DISCHARGE PRESSURE IN. WG.		

SUPPLY FAN Hz		
SUPPLY FAN AMP DRAW		
DIFFERENTIAL PRESSURE IN SUPPLY DUCT SYSTEM (measured at DP sensor) IN. WG.		
DUCT SENSOR DIFFERENTIAL SETPOINT IN. WG.		
RETURN AIR CFM		
OUTSIDE AIR CFM		
OUTSIDE AIR DB/WB		
RETURN AIR DB/WB		
CHILLED WATER COIL EAT DB/WB		
CHILLED WATER COIL LAT DB/WB		
OBSERVATIONS:		

Measure current operating conditions for the existing chilled water system:

The chilled water system consists of one air cooled chiller CH-1-C, three variable primary chilled water pumps CHP-1-C, CHP-2-C, CHP-3-C, associated distribution piping and controls.

The intent of this portion of work is to document normal system operation under ambient load conditions. Prior to making any adjustments to the system, measure and record the following along with any readings available through the building automation system:

CHILLED WATER SYSTEM MEASUREMENTS	ACTUAL	BAS
CHP-1-C GPM	Test #1A - Concurrent with Test #1 CHW As Found	
CHP-1-C INLET PRESSURE PSI		
CHP-1-C DISCHARGE PRESSURE PSI		
CHP-1-C Hz		
CHP-1-C AMP DRAW		
CHP-2-C GPM PSI		
CHP-2-C INLET PRESSURE PSI		
CHP-2-C DISCHARGE PRESSURE PSI		
CHP-2-C Hz		

CHP-2-C AMP DRAW		
CHP-3-C GPM		
CHP-3-C INLET PRESSURE PSI		
CHP-3-C DISCHARGE PRESSURE PSI		
CHP-3-C Hz		
CHP-3-C AMP DRAW		
SYSTEM DIFFERENTIAL PRESSURE (measured at DP sensor) PSI		
SYSTEM DIFFERENTIAL PRESSURE SETPOINT PSI		
CH-1-C RETURN WATER TEMPERATURE		
CH-1-C SUPPLY WATER TEMPERATURE		
CH-1-C EVAPORATOR FLOWRATE GPM		
CH-1-C AMP DRAW		
CHILLED WATER SYSTEM BYPASS FLOWRATE GPM		
AHU-2-C COOLING COIL ENTERING WATER TEMPERATURE		
AHU-2-C COOLING COIL LEAVING WATER TEMPERATURE		
AHU-2-C COOLING COIL ENTERING AIR TEMPERATURE		
AHU-2-C COOLING COIL LEAVING AIR TEMPERATURE		
AHU-2-C COOLING COIL VALVE POSITION %		
OBSERVATIONS:		

Measure maximum operating conditions for chilled water system:

The intent of this portion of work is to document maximum system operation under simulated design load conditions. Adjust AHU-2-C and AHU-1-C electric preheat coils to simulate (as close as possible) design entering air conditions, 81.0/65.0 and 78.0/65.0 respectively. Override all terminal units to full cooling CFM, and place both air handling units in "Hand" and set to 60 Hz fan speed.

CHILLED WATER SYSTEM MEASUREMENTS	ACTUAL	BAS
CHP-1-C GPM		
CHP-1-C INLET PRESSURE PSI		

Test #4A Potentially implemented with Test 4

CHP-1-C DISCHARGE PRESSURE PSI		
CHP-1-C Hz		
CHP-1-C AMP DRAW		
CHP-2-C GPM		
CHP-2-C INLET PRESSURE PSI		
CHP-2-C DISCHARGE PRESSURE PSI		
CHP-2-C Hz		
CHP-2-C AMP DRAW		
CHP-3-C GPM		
CHP-3-C INLET PRESSURE PSI		
CHP-3-C DISCHARGE PRESSURE PSI		
CHP-3-C Hz		
CHP-3-C AMP DRAW		
SYSTEM DIFFERENTIAL PRESSURE (measured at DP sensor) PSI		
SYSTEM DIFFERENTIAL PRESSURE SETPOINT PSI		
CH-1-C RETURN WATER TEMPERATURE		
CH-1-C SUPPLY WATER TEMPERATURE		
CH-1-C EVAPORATOR FLOWRATE GPM		
CH-1-C SUPPLY TEMPERATURE SETPOINT		
CH-1-C AMP DRAW		
CHILLED WATER SYSTEM BYPASS FLOWRATE GPM		
AHU-2-C COOLING COIL ENTERING WATER TEMPERATURE		
AHU-2-C COOLING COIL LEAVING WATER TEMPERATURE		
AHU-2-C COOLING COIL ENTERING AIR TEMPERATURE		
AHU-2-C COOLING COIL LEAVING AIR TEMPERATURE		
AHU-2-C COOLING COIL VALVE POSITION %		
OBSERVATIONS:		

Verify proper control system operation:

Client has indicated that the system experiences "hunting" in the fan system during operation in "Auto". It is suspected that the differential pressure sensor, programming, or a combination of issues are preventing the system from stabilizing. Contractor shall locate, and identify on a set of plans, the location of the differential pressure sensor for AHU-2-C. Contractor shall verify and record control setpoints as outlined above in each unique scenario described. Contractor shall verify ductwork differential pressure sensor calibration by measuring actual differential pressure and comparing to readouts from building automation system during different test scenarios as outlined above. During each test scenario, contractor shall record time required for system to stabilize within +/- 10% of setpoint.

AHU-2-C TEST SCENARIO	MEASURED DIFFERENTIAL PRESSURE	DIFFERENTIAL PRESSURE READING THROUGH BAS	TIME TO STABILIZE
NORMAL OPERATION IN HAND			
NORMAL OPERATION IN AUTO	Included in Test #1 & 3		
MAX OPERATION IN HAND			
MAX OPERATION IN AUTO			

Record all equipment manufacturer, model, serial number information:

Contractor shall record all information available on equipment listed below:

EQUIPMENT	MANUFACTURER	MODEL	SERIAL
AHU-2-C			
AHU-2-C VFD			
AHU-2-C SUPPLY FAN MOTOR			
AHU-2-C DUCT DIFFERENTIAL PRESSURE SENSOR	Included in Test #1 & 3		
CHP-1			
CHP-1 MOTOR			
CHP-1 VFD			
CHP-2			
CHP-2 MOTOR			
CHP-2 VFD			
CHP-3			
CHP-3 MOTOR			
CHP-3 VFD			
CH-1			
CHILLED WATER BYPASS VALVE			

CHILLED WATER SYSTEM DIFFERENTIAL PRESSURE SENSOR			
--	--	--	--

2.2

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2807C

LESSOR: **AMERICAN NATIONAL LEASING COMPANY**  
 2732 Midwestern Parkway  
 Wichita Falls, TX 76308

LESSEE: ELLIS COUNTY  
 101 W MAIN ST STE 203  
 WAXAHACHIE, TEXAS 75165  
 (972) 825 5011

VENDORS: CALDWELL CHEVROLET  
 PO BOX 27  
 CALDWELL, TEXAS 77836  
 (979) 567 - 1500

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
CC16706	1GNLCDEC0LR240719 SO#2014	2020 Chevrolet PPV Tahoe W/ Emergency equipment from CAP Fleet PLEASE RETURN TO PURCHASING ASAP APPROVAL _____ DEPT. <u>NON - Dept.</u> DATE _____ LINE ITEM <u>001 - 0140 - 508110</u>	1	\$67,778.00
TOTAL:				\$67,778.00
LESS DOWN PAYMENT:				(\$16,000.00)
Document Fees:				\$100.00
TOTAL CAPITALIZED COST:				\$51,878.00

mvlooe2808C- Ellis  
 County SO  
 Lessee: Please Initial

**GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2807C - ELLIS COUNTY**

**SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:**

No. of Years:	3
No. of Lease Payments:	3
For Business Use inside:	ELLIS County
Base Lease Payment:	\$15,619.00
Sales Tax:	EXEMPT
Property Tax:	EXEMPT
Total Payment:	\$15,619.00
Lease End Date:	April 14, 2023

**[END OF LEASE PURCHASE OPTION]**

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1.00.

**TERMS AND CONDITIONS**

1.) LEASE: Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located at the above address of the Lessee and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other Lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.

2.) COMPLETE AGREEMENT: This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or statement made by any representative of the Lessor or Lessee shall be binding unless expressly stated herein. Whenever the word Lessor is used herein, it shall include both the original Lessor and all assignees of Lessor.

3.) ACCEPTANCE; DELIVERY: Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment.

4.) MAINTENANCE: Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER. Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.

5.) LEASE PAYMENTS: The total Lease payments for lease of the Equipment are shown on Exhibit A. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit A without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 205(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime + 4% per annum.

6.) LEASE TERM: This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).

Lessee: Please Initial

**7.) OWNERSHIP; RETURN; PERSONAL PROPERTY:** Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof, and title thereto shall be immediately vested in Lessee; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest as allowed by law.

If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority (including a limited irrevocable power of attorney) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name.

**8.) PURCHASE OPTION:** If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever, and this Agreement shall terminate.

**9.) ASSIGNMENT:** Lessor may assign this Lease, and the assignee may reassign the same, without the consent of Lessee.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

**10.) LOSS; DAMAGE; INSURANCE:** As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney in fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for less or damage or return premium under any insurance policy issued in regard to said Equipment.

Lessor and Lessee acknowledge that Lessor is only financing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

**11.) USE; TAXES; INSPECTION AND CONDITION:** Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable

\_\_\_\_\_  
Lessee: Please Initial

shelter; and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

12.) EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:

(a) Events of Default. In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of thirty (30) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may peaceably enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) Remedies. If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

(i) Lessee shall return the Equipment to Lessor as provided in Section 7.

(ii) Lessor may retain all Lease payments previously paid by Lessee.

(iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.

(iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.

(c) Expense of Enforcement. Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

13.) **NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

14.) **SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made.

15.) **SEVERABILITY:** The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.  
**THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.**

\_\_\_\_\_  
Lessee: Please Initial

**GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2807C – ELLIS COUNTY**

5

**Date of Acceptance: April 14, 2020**

**Lessor: American National Leasing Company**

**By:** Billy Hughes  
Billy Hughes  
Vice President of Leasing

**Lessee(s): ELLIS COUNTY**  
**101 W. MAIN ST, STE 203**  
**WAXAHACHIE, TX 75165**  
**Federal Tax ID #:75-6000935**

**By:** \_\_\_\_\_  
Todd Little  
County Judge – Ellis County

**LESSEE'S ACCEPTANCE**

**TO VENDOR (CALDWELL COUNTRY CHEVROLET) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.**

We as Lessee agree the above listed Equipment is satisfactory in every way, accepted by us and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

---

**Lessee(s): ELLIS COUNTY**  
**101 W. MAIN ST, STE 203**  
**WAXAHACHIE, TX 75165**  
**Federal Tax ID #:75-6000935**

**Date of Acceptance: April 14, 2020**

**By:** \_\_\_\_\_  
Todd Little  
County Judge – Ellis County

\_\_\_\_\_  
**Lessee: Please Initial**

**Exhibit A**

**Lease payments**

<u>Payment Date</u>	<u>Lease Payment</u>
04/14/2020	\$16,000.00
04/14/2021	\$15,619.00
04/14/2022	\$15,619.00
04/14/2023	\$15,619.00
04/14/2023	\$9,000.00

**Exhibit A**

\_\_\_\_\_  
Lessee: Please Initial

**Exhibit A**

**Purchase Option Price**

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$1.00.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

- (a) The remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus
- (b) Accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

## ADDENDUM

The following is an addendum to Government Lease Purchase Agreement No. 2807C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

1. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, Lessor hereby verifies that Lessor and its employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
2. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, Lessor verifies that Lessor and Lessor's employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
3. Funds for payment of this contract have been provided through the Lessee's budget approved by Lessee for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Lessee extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of Lessee that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Lessee (1) fails to provide funding for this contract during the following fiscal year at Lessee, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Lessee may, upon giving the Lessor written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Lessee notifies Lessor in writing of such failure to fund and termination. Lessee shall return the Equipment to Lessor if all Lease payments are not made, at Lessee's expense. There shall be no recourse for Lessor as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
4. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Lessee, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.
5. 

To the extent, if any,

that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Texas Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Lessee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to Lessee whether or not the same are available to the public. It is further understood that Lessee its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Lessee, its officers and employees shall have no liability or obligations to Lessor

for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Lessee by Lessor in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

6. The parties agree that under the Constitution and laws of the State of Texas, Lessee cannot enter into an Agreement whereby Lessee agrees to indemnify or hold harmless any other party; therefore, all references of any kind to the Lessee indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted Tex. Const. Article XI § 7. Tex. Att'y Gen. Op. DM-467. Tex. Att'y Gen. Op. GA-0176.

7. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

8. It is understood and agreed that each party shall have the status of an independent contractor under this Agreement and that nothing in this Agreement shall be construed as authorization for either party to act as agent for the other. Neither party shall incur any Liability for any act or failure to act by employees of the other party.

9. Nothing in this contract or terms and condition shall be construed as a waiver of sovereign immunity by Lessee; provided, Lessee agrees that in the event of a dispute between them Lessee shall return the Equipment to Lessor at Lessee's expense.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ELLIS COUNTY, TEXAS AS LESSEE

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

County Judge

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

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

Vice President of Leasing

QUOTED BY: Billy  
 American National Leasing Company  
 BUSINESS PHONE: 940-397-2457  
**ELLIS COUNTY SO**  
 Tax ID #

**Lease No: ANLC# 2807C**  
 CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

**ELLIS COUNTY SO**  
 2020 PPV Tahoe Patrol \$67,778.00  
 VIN# 1GNLCDEC0LR240719 \$0.00  
 \$0.00  
 Emergency Equipment \$0.00 CAP  
 Graphics and installation \$0.00

Acceptance Date:  
 SOURCE: (3) Year Lease

FREIGHT/HANDLING: \$0.00  
 TOTAL PURCHASE PRICE \$67,778.00  
 Doc Fee \$100.00  
 Down Payment -\$16,000.00  
 Net Capitalized Cost \$51,878.00

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
03/24/20	0.00	0	0.00	0.00	51,878.00
03/24/21	15,619.00	365	1,815.73	13,803.27	38,074.73
03/24/22	15,619.00	365	1,332.62	14,286.38	23,788.35
03/24/23	15,619.00	365	832.59	14,786.41	9,001.94
03/24/23	9,000.00	0	0.00	9,000.00	1.94
Net Capitalized Cost	51,878.00				
Interest Rate	3.5000%				
Residual Value	\$1.94				
Rounding Adjustment	(0.94)				
Adjusted Res. Value	\$1.00				

**\$3,980.94**

# CALDWELL COUNTRY CHEVROLET

800 E. HWY 21  
CALDWELL, TX 77836  
979-567-1500

## RETAIL PURCHASE AGREEMENT

**CUST#: 240719F**

Deal Number: 118035

Purchaser's Name(s): ELLIS COUNTY

Date: 03/11/2020

Address: 101 W MAIN ST STE 203 WAXAHACHIE, TX 75158

County: \_\_\_\_\_

Telephone (1): 972-825-5114

Telephone (2): \_\_\_\_\_

DOB: \_\_\_\_\_

E-mail: \_\_\_\_\_

D.L./State I.D.#: \_\_\_\_\_

Issuing State: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Odometer Mileage Statement for full disclosure.

YEAR 2020	MAKE CHEVROLET	MODEL TAHOE	COLOR WHITE	STOCK NO. 240719F
VIN/SERIAL NO. 1GNLCDEC0LR240719		ODOMETER READING <input type="checkbox"/> Not Accurate      5		SALESPERSON AVERYT KNAPP
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		

**WARRANTY STATEMENT**

We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.

**CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. *Traducción española: Vea el dorso.*

Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.

**TRADE-IN VEHICLE INFORMATION**

Year: N/A	Make: N/A	Model: N/A	Color: N/A
VIN/Serial No: N/A	Odometer Reading: <input type="checkbox"/> Not Accurate    N/A		
Trade-in Allowance: N/A	Balance Owed & Lienholder: N/A		

**OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS**

IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION

IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT

**Dealer's Inventory Tax:** The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.

**\*Documentary Fee:** A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. *Traducción española: Vea el dorso.*

CASH PRICE OF VEHICLE	67778.00
OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker	N/A
N/A	N/A
TOTAL SELLING PRICE	67778.00
LESS: TRADE-IN ALLOWANCE	N/A
N/A	N/A
SUBTOTAL	67778.00
N/A	N/A
SALES TAX	N/A
DEALER'S INVENTORY TAX	N/A
N/A	N/A
DOCUMENTARY FEE *	N/A
STATE INSPECTION FEE	N/A
DEPUTY SERVICE FEE	N/A
LICENSE FEE	N/A
TITLE FEE	N/A
N/A	N/A
N/A	N/A
TOTAL DUE	67778.00
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt	N/A
LESS CASH DUE AT DELIVERY	N/A
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)	67778.00

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser: \_\_\_\_\_

Purchaser: **DealerCAP**

*S. Ball*  
Accepted by Authorized Dealership Representative

CERTIFICATE OF ORIGIN FOR A VEHICLE

5614



DATE  
02/10/20  
VEHICLE IDENTIFICATION NO.  
1GNLCDECOLR240719  
BODY TYPE  
TAHOE 2WD FOUR DOOR SUV  
H.P. (S.A.E.)  
45.4  
G.V.W.R.  
6800

YEAR  
2020  
NO. CYLS.  
08

GZD81J  
INVOICE NO.  
10D98529364  
MAKE  
CHEVROLET  
SHIPPING WEIGHT  
5086  
SERIES OR MODEL  
CC 5706

N.T.R.  
1/2

P.O. NUMBER STATE-WHITE-30X

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC

07083 XGPKTO

CALDWELL COUNTRY CHEVROLET  
PO BOX 27  
CALDWELL TX 77836-0027

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

\*\*\*\*\*  
\* THIS VEHICLE \*  
\* HAS A \*  
\* 50-STATE \*  
\* EMISSION \*  
\* SYSTEM \*  
\*\*\*\*\*

GENERAL MOTORS LLC

BY: Scott K High  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

G83225002

DETROIT MI 48243-1114

CITY - STATE

GM 821 REV. 10-05

DEAL# 118035  
CUST# 240719F

Customer's Name: ELLIS COUNTY

Deal/Stock No.: 240719F

### ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, CALDWELL COUNTRY CHEVROLET

odometer now reads 5 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is **NOT** the actual mileage.  
**WARNING - ODOMETER DISCREPANCY.**

MAKE <b>CHEVROLET</b>	MODEL <b>TAHOE</b>	BODY TYPE
VEHICLE IDENTIFICATION NUMBER <b>1GNLCDE0LR240719</b>		YEAR <b>2020</b>
 TRANSFEROR'S SIGNATURE		

**CALDWELL COUNTRY CHEVROLET**  
PRINTED NAME

**800 E. HWY 21**  
TRANSFEROR'S ADDRESS (STREET)

**CALDWELL**  
CITY

**TX**  
STATE

**77836**  
ZIP CODE

**03/11/2020**  
DATE OF STATEMENT

**X**  
TRANSFEREE'S SIGNATURE

**ELLIS COUNTY**  
PRINTED NAME

**ELLIS COUNTY**  
TRANSFEREE'S NAME

**101 W MAIN ST STE 203**  
TRANSFEREE'S ADDRESS (STREET)

**WAXAHACHIE**  
CITY

**TX**  
STATE

**75156**  
ZIP CODE

DealerCAP

60396\*1\*CC-FI

CATALOG # 6904210

(03/17)

DEAL# 118035 **Application for Texas Title and/or Registration**

Applying for (please check one):

Title & Registration  Title Only  Registration Purposes Only  Nontitle Registration

For a corrected title or registration, check reason:

Vehicle Description  Add/Remove Lien  Other:

TAX OFFICE USE ONLY

County:

Doc #:

SPV  Appraisal Value \$

1. Vehicle Identification Number

1GNLCDECOLR240719

2. Year

2020

3. Make

CHEVROLET

4. Body Style

N/A

5. Model

TAHOE

6. Major Color

WHITE

7. Minor Color

3. Texas License Plate No.

5

10. This is the Actual Mileage unless the mileage is:

Not Actual  Exceeds Mechanical Limits  Exempt

11. Empty Weight

12. Carrying Capacity (if any)

13. Applicant Type

Individual  Business  Government  Trust  Non-Profit

14. Applicant Photo ID Number or FEIN/EIN

15. ID Type

U.S. Driver License/ID Card (issued by: \_\_\_\_\_)  NATO ID  U.S. Dept. of State ID  
 Passport (issued by: \_\_\_\_\_)  U.S. Military ID  U.S. Dept. of Homeland Security ID  
 U.S. Citizenship & Immigration Services/DOJ ID  Other Military Status of Forces Photo ID

16. Applicant First Name (or Entity Name)

ELLIS COUNTY

Middle Name

Last Name

Suffix (if any)

17. Additional Applicant First Name (if applicable)

Middle Name

Last Name

Suffix (if any)

18. Applicant Mailing Address

101 W MAIN ST STE 203

City

WAXAHACHIE

State

TX

Zip

75156

19. Owner County of Residence

20. Previous Owner Name (or Entity Name)

CALDWELL COUNTRY CHEVROLET

City

CALDWELL

State

TX

21. Dealer GDN (if applicable)

22. Unit No. (if applicable)

23. Renewal Recipient First Name (or Entity Name) (if different)

Middle Name

Last Name

Suffix (if any)

24. Renewal Notice Mailing Address (if different)

City

State

Zip

25. Applicant Phone Number (optional)

(972)825-5114

26. Email (optional)

27. Registration Renewal eReminder

Yes (Provide Email in #26)

28. Vehicle Location Address (if different)

City

State

Zip

29. Multiple (Additional) Liens

Yes (Attach Form VTR-267)

30. Electronic Title Request

Yes (Cannot check #29)

31. Certified/eTitle Lienholder ID Number (if any)

32. First Lien Date (if any)

03/11/20

33. First Lienholder Name (if any)

Mailing Address

City

State

Zip

AMERICAN NATIONAL LEASING 2732 MIDWESTERN PKWY WICHITA FALLS TX 76308

34. Check only if applicable:

I hold Motor Vehicle Retailer's (Retail) Permit No. \_\_\_\_\_ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.048(c))  
 I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number \_\_\_\_\_

35. Trade-In (if any)

Year

Make

Vehicle Identification Number

36. Additional Trade-In(s)

Yes

37. Check only if applicable:

(a) Sales Price (\$/A) rebate has been deducted

(b) Less Trade-in Amount, described in Item 35 above

(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above

(d) Taxable Amount (item a minus item b or item c)

(e) 6.25% Tax on Taxable Amount (Multiply item d by .0625)

(f) Late Tax Payment Penalty  5% or  10%

(g) Tax Paid to \_\_\_\_\_ (STATE)

(h) AMOUNT OF TAX AND PENALTY DUE

(Item e plus item f minus item g)

SALES AND USE TAX COMPUTATION

\$ 6777.00

\$ (N/A)

\$ (N/A)

\$ 6777.00

\$ (N/A)

\$ (N/A)

\$ (N/A)

\$ (N/A)

\$90 New Resident Tax - (Previous State)

\$5 Even Trade Tax

\$10 Gift Tax - Use Comptroller Form 14-317

\$65 Rebuilt Salvage Fee

2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.)

1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.)

Exemption claimed under the Motor Vehicle Sales and Use Tax Law because:

\$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)

CERTIFICATION - State law makes falsifying information a third degree felony

I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable).

Signature(s) of Seller(s), Donor(s), or Trader(s)

CALDWELL COUNTRY CHEVROLET

Printed Name(s) (Same as Signature(s))

03/11/20

Date

Signature of Applicant/Owner

ELLIS COUNTY

Printed Name (Same as Signature)

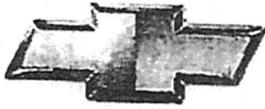
03/11/20

Date

Signature(s) of Additional Applicant(s)/Owner(s)

Printed Name(s) (Same as Signature(s))

Date



**CALDWELL COUNTRY  
CHEVROLET**  
P.O. Box 27  
Caldwell, Texas 77836  
979-567-1500 fax 979-567-0853

Invoice No LR240719

**INVOICE**

Customer \_\_\_\_\_  
 Name ELLIS COUNTY  
 Address 101 W MAIN ST STE 203  
 City WAXAHACHIE State TX Zip 75156  
 Phone (972)825-5114

Date 03/11/2020  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GNLCOECLR240719	67778.00	67778.00
	TRADE:		
	PLEASE MAIL PAYMENT TO:  CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836		
	TERMS: NET 30		

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_  
 CC# \_\_\_\_\_  
 Expires \_\_\_\_\_

Subtotal	67778.00
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>67778.00</b>

Office Use Only  
 DEAL# 118035

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of the law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.

FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:

**DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1**

NAME OF PURCHASER(S): ELLIS COUNTY

ADDRESS: 101 W MAIN ST STE 203 WAXAHACHIE TX 75156

I certify to the best of my knowledge that the odometer reading is \_\_\_\_\_ No Tenths

DEALER: CALDWELL COUNTRY CHEVROLET P48408 BY: S. KELL

NAME OF DEALERSHIP: TX DEALER'S LICENSE NUMBER: \_\_\_\_\_

State of: BURLESON Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this \_\_\_\_\_ day of MAR 20\_\_\_\_

County of: \_\_\_\_\_ Notary Public

USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

**DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2**

NAME OF PURCHASER(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is \_\_\_\_\_ No Tenths

DEALER: \_\_\_\_\_ BY: \_\_\_\_\_

NAME OF DEALERSHIP: \_\_\_\_\_ DEALER'S LICENSE NUMBER: \_\_\_\_\_

State of: \_\_\_\_\_ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

County of: \_\_\_\_\_ Notary Public

USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

**DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3**

NAME OF PURCHASER(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is \_\_\_\_\_ No Tenths

DEALER: \_\_\_\_\_ BY: \_\_\_\_\_

NAME OF DEALERSHIP: \_\_\_\_\_ DEALER'S LICENSE NUMBER: \_\_\_\_\_

State of: \_\_\_\_\_ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

County of: \_\_\_\_\_ Notary Public

USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

**DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4**

NAME OF PURCHASER(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is \_\_\_\_\_ No Tenths

DEALER: \_\_\_\_\_ BY: \_\_\_\_\_

NAME OF DEALERSHIP: \_\_\_\_\_ DEALER'S LICENSE NUMBER: \_\_\_\_\_

State of: \_\_\_\_\_ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

County of: \_\_\_\_\_ Notary Public

USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

**ODOMETER DISCLOSURE FOR RETAIL SALE**

Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and / or imprisonment.

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading \_\_\_\_\_ No Tenths.  The mileage stated is in excess of its mechanical limits  The odometer reading is not the actual mileage.

**WARNING ODOMETER DISCREPANCY**

Signature(s) of Seller(s) \_\_\_\_\_ Date of Statement \_\_\_\_\_ Date of Sale \_\_\_\_\_

Printed Name(s) of Seller(s) \_\_\_\_\_ Dealer's No. \_\_\_\_\_ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Purchaser(s) \_\_\_\_\_

Printed Name of Purchaser(s) \_\_\_\_\_

Company Name (if Applicable) \_\_\_\_\_ State of: \_\_\_\_\_ Notary Public

Address of Purchaser(s) \_\_\_\_\_ County of: \_\_\_\_\_

USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

**LIENHOLDER**

1st lien in favor of American National Leasing

whose address is 2732 Midwestern Pkwy Wichita Falls TX 76308

2nd lien in favor of \_\_\_\_\_

whose address is \_\_\_\_\_

GMS21 REV. 1-2000

## TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 2806C-2808C (the "Leases") between American National Leasing Company ("ANLC") and Ellis County (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to ANLC for the principal amount it financed) and an interest component (as interest to ANLC for making the financing available). The interest component is priced at a tax exempt interest rate.

The Governmental Entity hereby states for the benefit of ANLC as follows:

1. The Governmental Entity has not and will not fund any other tax exempt debt transaction within 15 days of the funding of the Lease.
2. The Governmental Entity will own and operate the property financed by the Lease.
3. The Governmental Entity will spend all of the money advanced by American National within no more than two weeks of the date the Lease is funded. None of these funds will be invested.
4. The Lease is not federally guaranteed.
5. The Lease is a privately placed bank loan and is not offered to the general public or a "public security" under Texas law.
6. There is no reserve fund or other specific fund established for payment of the Lease.
7. The proceeds of the Lease are not being used to reimburse the Governmental Entity for any previous expenditure made by it. The proceeds of the Lease will be paid immediately to the vendor of the property.
8. The Lease is hereby designated by the Governmental Entity as a "qualified tax exempt obligation" under Section 265(b)(3) of the Internal Revenue Code. The reasonably anticipated amount of tax exempt obligations to be issued by the Governmental Entity during the same calendar year in which the Lease is funded will not exceed \$10,000,000. Additionally, in calculating the \$10,000,000 the Governmental Entity is including all tax exempt debt issued by local development corporations or other entities issuing "on behalf of" the Governmental Entity except private activity bonds other than Section 501(c)(3) bonds.
9. The weighted average maturity of the Lease (meaning when it is approximately one-half paid off) does not exceed 120% of the useful life of the property being financed.

General Provisions

1. The Lease has been duly authorized by the governing body of the Governmental Entity at a meeting which the open meeting notice was posted regarding the Lease transaction, and at which a quorum was present.

2. There is no litigation pending regarding the Lease, or to the best of the knowledge of the Governmental Entity threatened in regard to the Lease.

3. Entering the Lease does not constitute an event of default or contravene any other agreement to which the Governmental Entity is a party.

4. The Governmental Entity has the ability to pay the Lease provided the duty to pay the Lease is subject to annual appropriation as set forth in the Lease documents.

5. The Governmental Entity will use the property for one of its essential purposes.

Signed as of this 14<sup>th</sup> day of April, 2020.

Ellis County

By: \_\_\_\_\_  
Todd Little  
County Judge of Ellis County

Ellis Co. SO K-9 Q51792

2020 Chevy Tahoe Unit # 2014

VIN 1GNLCDECOLR240719

POC Capt. of Operations Chris Hamilton 972-268-0155

chris.hamilton@co.ellis.tx.us 972-825-4901

**KEYS** – All keys, vehicle (including fobs) & equipment must be kept together.

Vehicle keys and fobs must be programmed.

2-Ignition keys (fleet, 2- key fobs. 2- Havis docking station

**Cradle Point IBR900-600M**

**S/N WA194400208734**

Part #

**IBR900-600M**

Default Password

**WA194400208734**

MAC ADDRESS

**0030 4443 f474**

IMEI ADDRESS

**357 1880 8153 1446**

MEID ADDRESS

**35 7188 0815 3144**

SSID

**IBR900-474**

Model

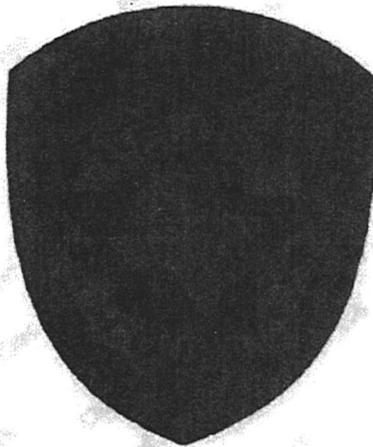
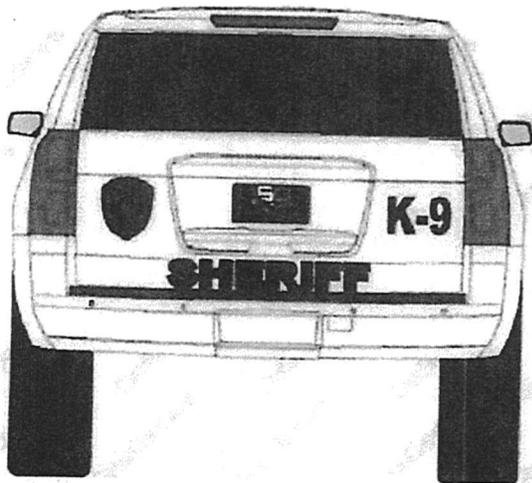
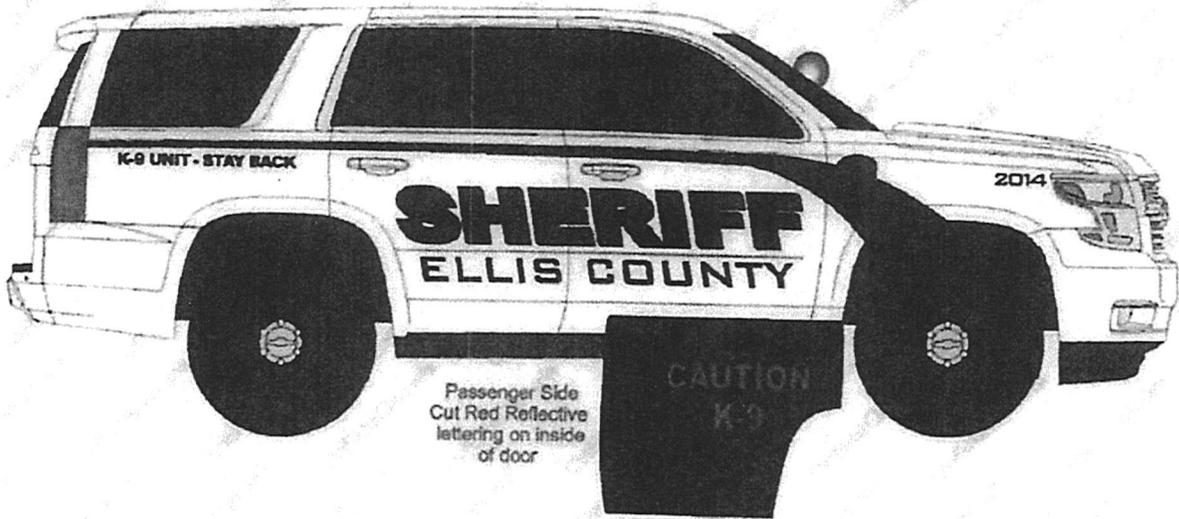
**S5A749A**

**Motorola APX8500 Radio Model # M37TSS9PW1AN**

**S/N 681CVX3330**

**Cradle Point**

**Motorola APX8500 Multi-Band Radio**



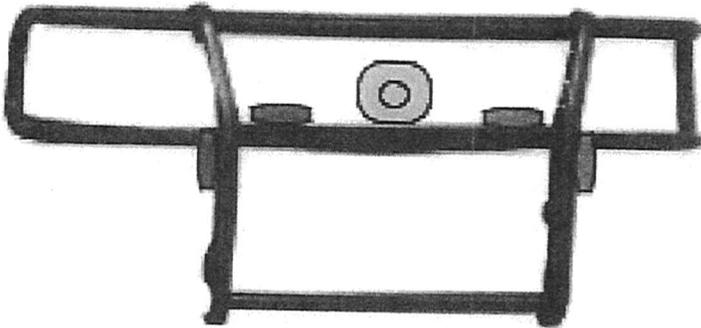
K-9 Graphics Unit # 2014

**Tint** – Front door windows – Legal

All remaining windows - Limo

**NOTE:** Cut tint out for lightheads. Rear window and rear side window.

**Tremco-Anti Theft** - Install in standard location, switch unit must not interfere with steering wheel tilt function.



**Go Industries # 39737** – Mounting location for siren speaker & Feniex Fusion's

**Whelen # SA315P Siren Speaker** – mounts on push bumper, SAK1 bracket

**Feniex # S-3017** – low tone siren system, initiates with button # 9 on controller.

Install using Tahoe bracket # HAMB-0002

**QTY: 2** – Feniex # **FSM-180-RW** – Surface mount Fusion Red/White

Install 1 on Go-Industries bumper facing forward driver side using # FN-4016 L-Bracket.

**NOTE:** Red flash only, White override on Takedown & Scene

Install 1 on driver side, vertical, side of push bumper facing out at a 45deg. angle using # FN-4316 rotating bracket.

**NOTE:** Red flash only, White override on Takedown & Scene

**QTY: 2** – Feniex # **FSM-180-BW** – Surface mount Fusion Blue/White

Install 1 on Go-Industries bumper facing forward passenger side using # FN-4016 L-Bracket.

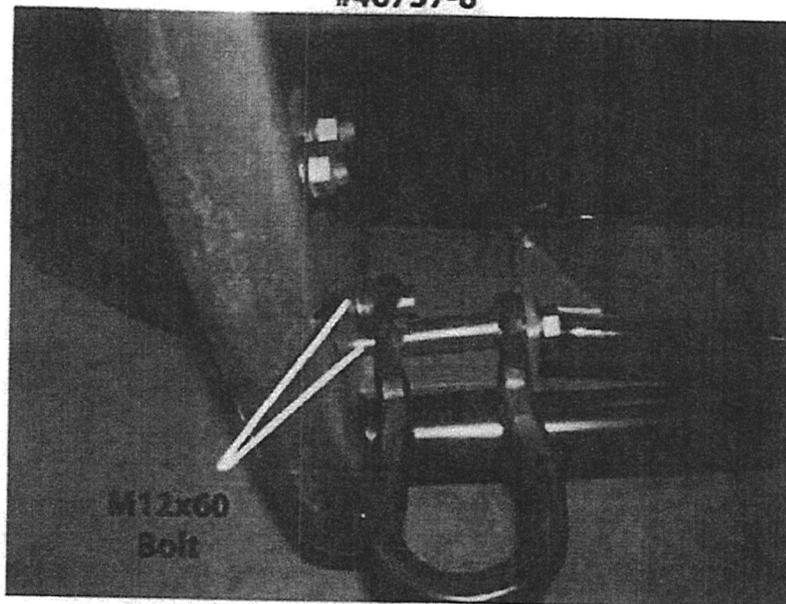
**NOTE:** Blue flash only, White override on Takedown & Scene

Install 1 on passenger side, vertical, side of push bumper facing out at a 45deg. angle using # FN-4316 rotating bracket.

**NOTE:** Blue flash only, White override on Takedown & Scene

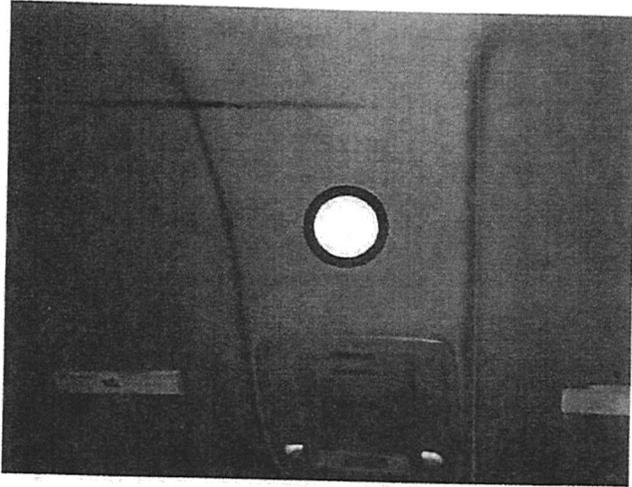
GM Option V76 – Tow Hooks CAPQ57301

**Tow Hook Attached to Passenger Main Bracket  
#46737-8**

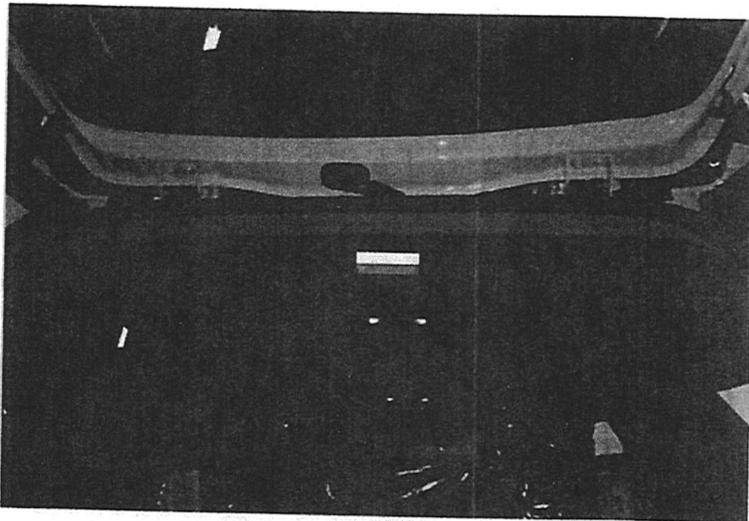


**NOTE:** Vehicles **MUST** have Factory tow hooks. These will be relocated as shown. Use spacers on both front and rear bolts when relocating them to the push bumper.

Tow hooks are coming from Caldwell Country Chevrolet.



**Brooking #PL-RWO** - red/white compartment light mounts overhead in driver compartment. Approximate location shown. Wire on 12v constant power.



**QTY: 1** – Feniex # **FSM-180-RW** – Surface mount Fusion Red/White, install on using rotating bracket # **FN-4316**. Set colors on steady burn. Install on headliner just behind plastic trim piece. Light should be able to pivot and shine inside and outside of vehicle. Wire in on 12v constant power through 3-way toggle switch mounted on top of D/S rear wheel well cover.

**NOTE:** See page 22, vehicle will receive a TruckVault storage box. If it is going to block access to the 3-way toggle switch. Move switch to a more accessible area.



Whelen # CANCTL7 – control head

Whelen # CCSRN5 CenCom Carbide

NOTE: Program CenCom Carbide with 1 hour shut down delay

NOTE: Use Whelen # CC5K2 Carbide-Tahoe install kit

### Whelen # CANCTL7 Controller Slide Switch Set-Up:

- (1) All rear facing emergency Red/Blue lighting including taillight flasher.  
“Hands Free” active, Siren will start on “Wail” tone and cycle through siren tones each time the vehicle horn button is pressed. Long hold down of vehicle horn button will sound “Air Horn”.  
Two short taps will turn siren off. Pressing siren tone that is active will also turn siren off.
- (2) Switch 1 + all front and side facing red/blue emergency lighting.  
Camera system record trigger.
- (3) Slide Switch 2 + Flashing Takedown, Alley & Headlight Flasher.

### Button Set-Up:

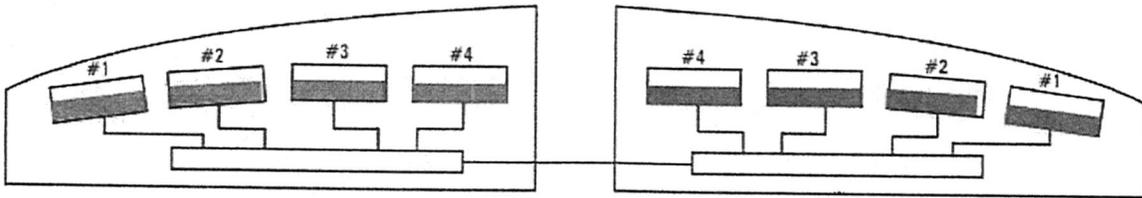
- 1) Standby
- 2) Radio Rebroadcast
- 3) Hands Free
- 4) Wail
- 5) Yelp
- 6) Piercer
- 7) Manual Siren
- 8) Air Horn
- 9) Initiate Feniex “Hammer” low tone siren system.
- 10) Rear Scene – white override on top two pillar modules on each side
- 11) Pursuit – Cut off all rear facing emergency lighting including rear taillight flasher
- 12) Cruise – Low power, steady burn. All inner edge & rear pillars if possible
- 13) Low Power – Dim all light module available with dim feature
- 14) Left Alley – White override on running board & rear side window lights
- 15) Takedown – All forward-facing white modules on Inner Edge, white override on mirror mounts, forward facing grill lights, fog light area lights.
- 16) Right Alley – White override on running board & rear side window lights
- 17) Scene – All white forward and side facing lighting
- 18) Gun Lock – Do not use label that reads “GUN LOCK”
- 19) Left Traffic Adviser
- 20) Center Out
- 21) Right traffic Advisor

**Whelen Carbide System w/CANport OBDII interface module # CCSRN5**

**Whelen # CC5K2** – Installation kit, must be used w/CCSRN5

Make sure that the Whelen Carbide system has the correct chip to be used for the 2020 model Tahoe.

**Whelen # SSFPO16** – Headlight flasher, set at fast flash rate

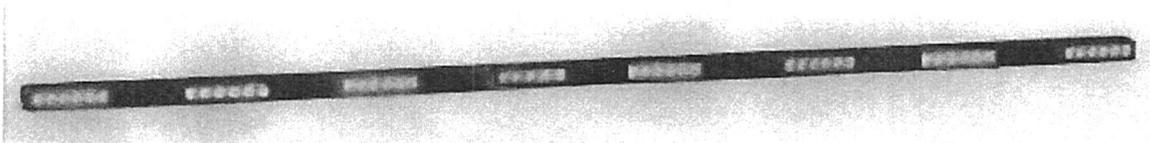


**SoundOff Signal # ENFWB00005V** – Front Interior Lightbar w/Break-Out Box



**Feniex # FN-1416CDT** – Fusion mirror mount. Red/White on driver side & Blue/White on passenger side. Flash Red & Blue.

**NOTE:** White override on Takedown & Scene



Front of vehicle

alternate colors as shown

Rear of vehicle

**Feniex # FN-8816** – Fusion rocker panel dual color Blue/White, Red/White

**NOTE:** Alternate flash between blue & red

**NOTE:** White override on Alley & Scene



**QTY: 1 – Feniex # FSM-180-RW** – Surface mount Fusion Red/White mounts in driver side fog light area.

**NOTE:** Must not angle down

**NOTE:** Red flash only, White override on Takedown & Scene

**QTY: 1 – Feniex # FSM-180-BW** – Surface mount Fusion Blue/White mounts in passenger side fog light area.

**NOTE:** Must not angle down

**NOTE:** Blue flash only, White override on Takedown & Scene

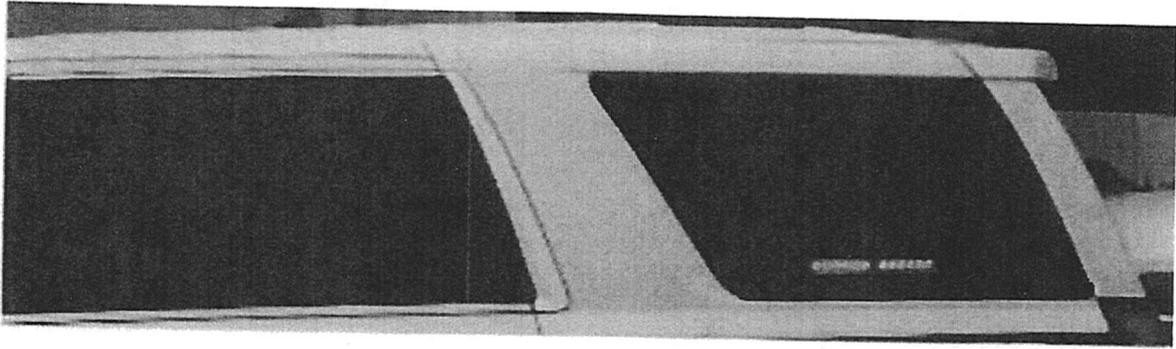


**QTY: 1 – Feniex # FSM-180-RW** – Surface mount Fusion Red/White. Install on driver side of # FN-4216 license plate frame.

**NOTE:** Red flash only, White override on Reverse

**QTY: 1 – Feniex # FSM-180-BW** – Surface mount Fusion Blue/White. Install on passenger side of # FN-4216 license plate frame.

**NOTE:** Blue flash only, White override on Reverse



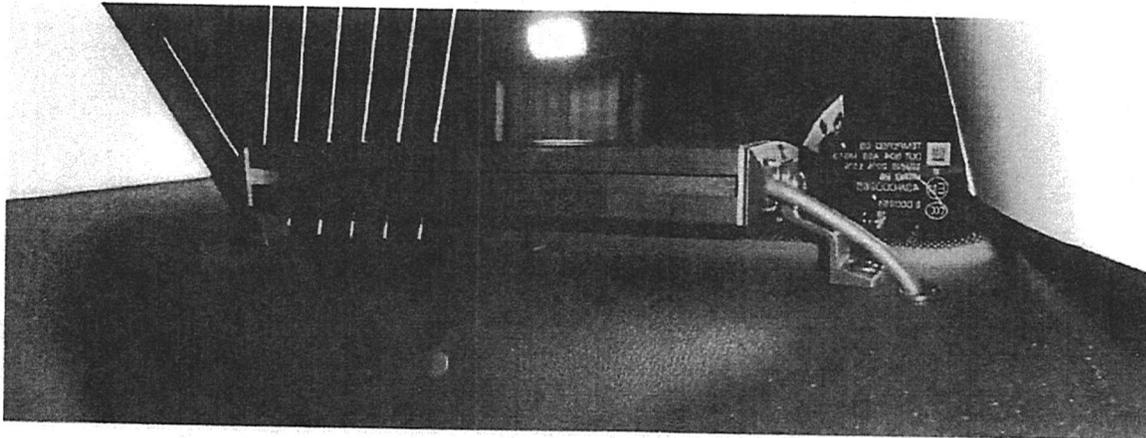
**QTY: 2 – Feniex # FN-0216D – Fusion 200 Dual color Blue/White, Red/White**

Install one in each rear side window as shown using end cap bracket # FN-1117. Alternate flash between red and blue.

**NOTE:** White override on Alley & Scene

Window tint must be cut out for light-head. Only cut out what is needed.

Keep light close to window to prevent flash back. Keep lights level, not angled up.





**Feniex # FN-0616D** – Fusion install in rear overhead cargo area using # FN-4416 headliner brackets. Flash Red/Blue, Amber T/A

**NOTE:** Keep light close to window to prevent flash back. Keep lights level, not angled up.

Window tint must be cut out for light-head. Only cut out what is needed.



Rear Scene – Button 10 – White override

Rear Scene – Button 10 – White override

Reverse – White override

### **Feniex # FN-1719D – Rear Pillar Set**

With 3 Red/White modules on driver side & 3 Blue/White modules on passenger side.

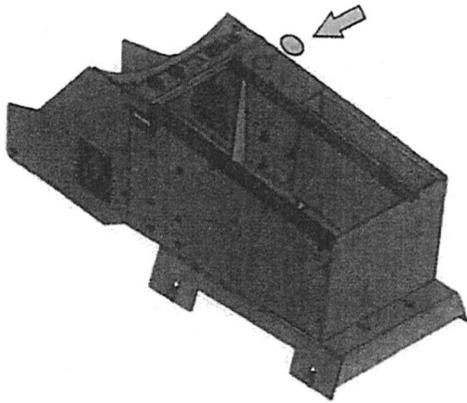
**Driver Side** - Red flash only

**Passenger Side** – Blue flash only

**White Override:**

Bottom module on each side on with reverse.

Top and middle modules on each side on with Button 10 “Rear Scene”



Havis # HDM-204 – 8.5” Pole Assembly

**NOTE:** Install pole assembly **EXTERNALLY** on console.

Havis # C-ARM-102

**NOTE:** Install armrest with offset pad facing inward on D/S & outward on P/S

Havis # C-MD-112 – 11” slide out swingarm w/motion adaptor

**Havis # C-VS-2000-TAH-2-H – 20” Console**

Lay as follows front to rear:

- |  |      |
|--|------|
| 1) Havis Dual Cup Holder # C-CUP2-I-A06                              | 5.5” |
| 2) ACE K-9 Hot-N-Pop Display # C-EB35-RHP-1P                         | 3.5” |
| 3) Motorola APX8500 w/05 control head # C-EB25-XTL-1P                | 2.5” |
| 4) Whelen CANCTL7 CenCom Controller, Havis faceplate # C-EB40-CCS-1P | 4”   |
| 5) Havis Blank Faceplate # C-FP-4                                    | 4”   |
| 6) Havis Blank Faceplate # C-FP-15                                   | 1.5” |

**NOTE:** 12v auxiliary outlets to be wired on constant power.

**QTY: 2 - # MMBP** – magnetic mic clip with # C-MCB mic clip bracket.

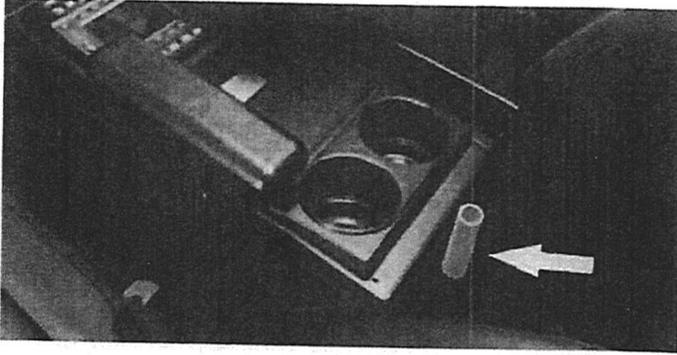
**Motorola APX8500 Radio** – wire ignition on 12v constant power so radio can only be powered off by operator.

**NOTE:** *The magnetic mic clip for the Motorola radio MUST be grounded in order for the scan feature of the radio to function.*

Havis # DS-DELL-416 - docking station w/LPS-137 power supply

**NOTE:** Plug power supply, Havis # LPS-137 into factory accessory outlet on bottom of dash.

**DELL # 5424** – Rugged Laptops were picked up by Captain Hamilton on 12/27/2019



**Streamlight Stinger # 75812** – flashlight install on the backside of console as shown. Wire flashlight charger on 12v constant power.

**QTY: 2** – Havis # C-ARM-102 – Armrest, install armrest driver side with pad offset facing center (inward) of vehicle as shown above. Passenger side armrest will face outward.

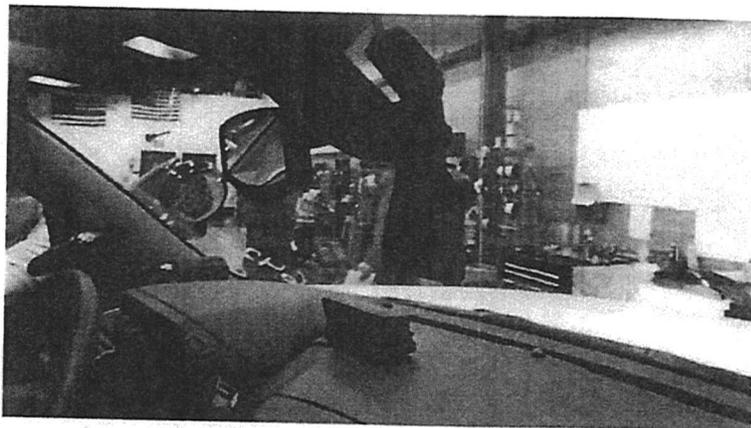


**Setina Dual T-Rail Vaultlock # GK10112UHK**  
w/handcuff key override.

Key override must be accessible

**Setina Free Standing Base # GF1092TAH15**

**NOTE: 2/14/2020** Captain Hamilton has advised that the gun lock will not be installed in this unit. It will be used instead for an upcoming supervisor build.



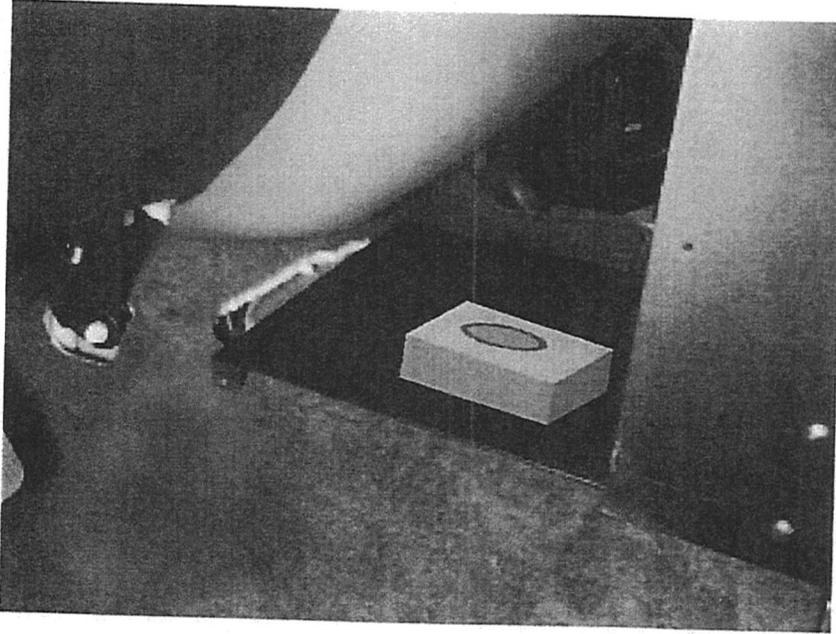
**Stalker Dual SL radar system – Mount front radar antenna & display as shown.**

Using Stalker vehicle specific mounting brackets

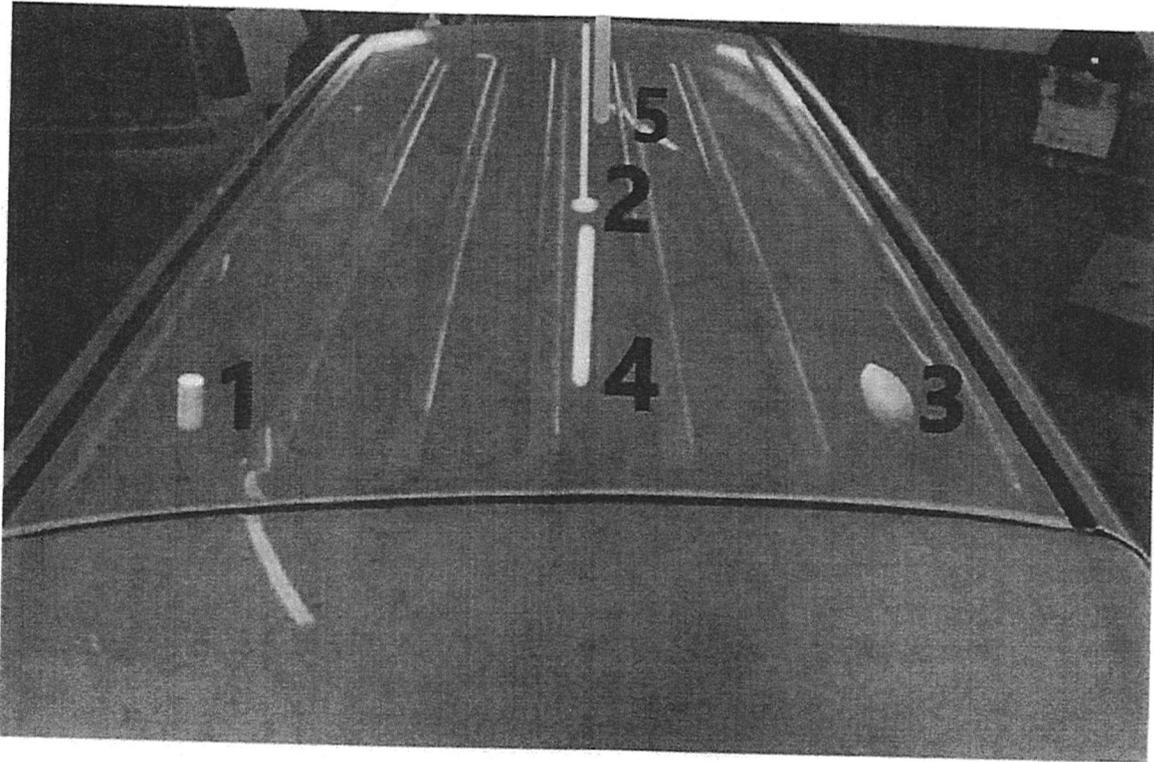
Stalker # 200-1089-00 counting unit bracket

Stalker # 200-1088-00 front antenna mount bracket

Stalker # 200-1090-00 vehicle specific rear radar antenna bracket



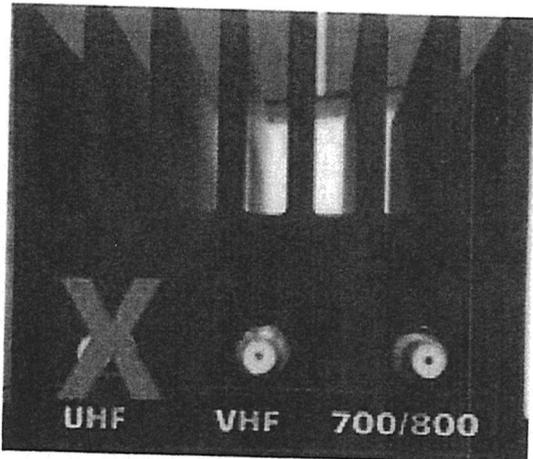
**NOTE:** Install Stalker Counting Unit under dash on console floor plate. Make sure that the speaker is facing up.



**Approximate Antenna Placement:**

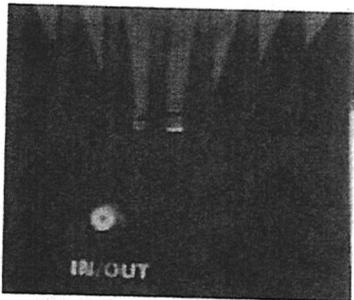
- 1) Tessco # 386825 - 760-870 MHz antenna for Motorola APX8500 dual band  
With Tessco # 338265 coax
- 2) Tessco # 360994 - 136-174 MHz antenna for Motorola APX8500 dual band  
With Tessco # 338265 coax
- 3) Antenna Plus # AP-CCWWG-Q-S22222-RP34-MS-BL – Cradlepoint router  
antenna
- 4) Ace Hot-N-Pop door pop/pager dual band antenna
- 5) Ace Pager antenna – If it is a roof mounted antenna

**Motorola APX8500 Dual Band set-up using multiplexer:**

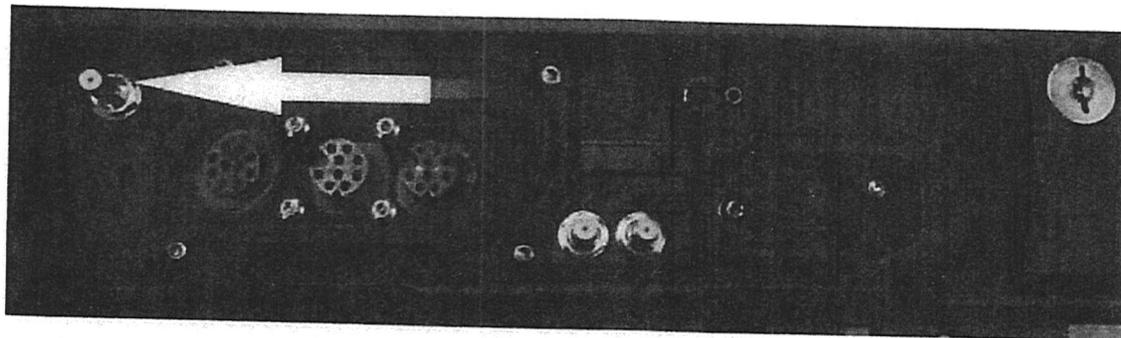


**Multiplexer # EQ000103A02** Input. UHF input will not be used.

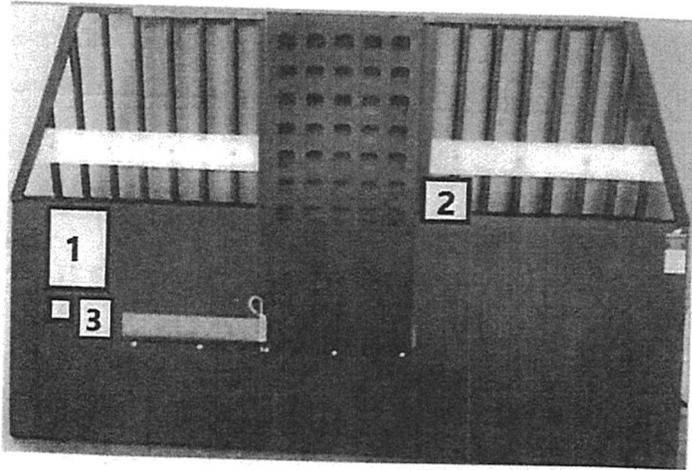
**QTY: 2 - Motorola jumper cable # CB000091A03** QMA male X Mini-UHF female must be used between antenna coax & multiplexer



**QTY: 1 - Motorola # CB000091A02** QMA male X QMA male jumper cable, Use as an output from multiplexer to input on Motorola APX8500 radio



**Motorola APX8500 radio antenna input QMA Jack**



**American Aluminum # EZPF Tahoe K-9 Insert**

Approximate locations, adjust as necessary to make servicing of components accessible.

- 1) Motorola APX8500 MRU & Multiplexer
- 2) Motorola External speaker - Approximate location shown.
- 3) K-9 Electronics



**ACE K-9 Hot-N-Pop Display w/Havis # C-EB35-RHP-1P faceplate**

K-9 light (wire on ignition) and manual fan switch, approximate locations shown.

Ace # K9-A-305 Carbon Monoxide Detector – Install in easily accessible area where testing can easily be done.

## ACE K-9 Heat/Carbon Monoxide Alarm Output:

- 1) Horn Honk
- 2) Window Drop
- 3) Cooling Fan
- 4) Pager
- 5) Watchdog
- 6) No Lights

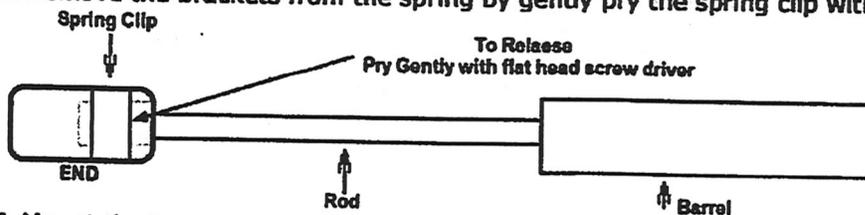
K-9 Door Pop - Install on passenger side.

### **STEP 21 Gas Spring Mounting**

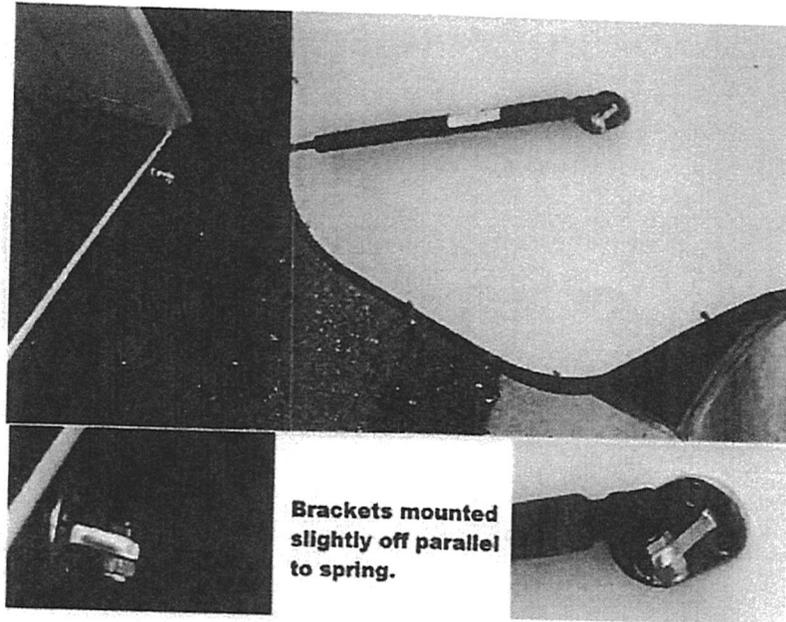
**Overview:** The door should be fully open when the spring is installed. The Gas Spring should be mounted at an angle. The rod of the gas spring should be connected to the lower bracket. The Mounting position and angle will vary depending on vehicle and transporter construction. The angle generates a damping affect at the end of its stroke, providing smoother operation, and reducing impact to door and spring.

#### **Spring Installation:**

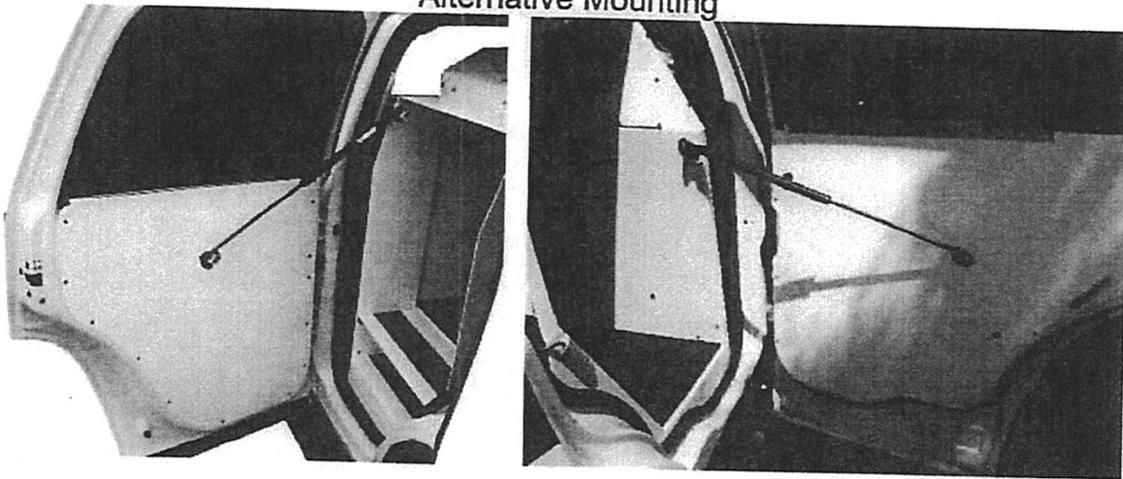
1. Start with the mounting brackets attached to the spring ends.
2. Open door fully, with door resting against its stops. Hold the spring to the door visualize the swing of the spring with the door closing,
  - The spring should allow the door to fully open without the spring being completely compressed or extended
  - Check for objects that could interfere with the motion of the spring.
  - Brackets need to be slightly off parallel, compared to the spring, to compensate for angle change as door closes. **Extreme Bracket angles may cause the spring to pop off.** See illustrations for approximate placement of brackets..
5. With the door fully open, dry fit the spring, mark your screw hole locations for the bottom bracket, then mark the upper bracket back 1/4" from the gas springs fully extended position.
6. Remove the brackets from the spring by gently pry the spring clip with a flat screw driver.



7. Mount the transporter side bracket first. Use a 9/64" drill bit to make pilot holes for the screws.
8. Attach spring to the bracket, so that the **rod end is below the barrel.**
9. Mount the door side bracket so that the gas spring will be compressed 1/4".
10. Clip the spring to the mounting bracket.
11. Test the door popper the door should open smoothly, and stop with minimal door bounce.



### Alternative Mounting



Install rod end of gas cylinder down. Keep cylinder at an angle. See previous page.

## Axon Fleet-2 Camera System

Axon Fleet 2 front camera will mount up high on windshield to the right of the rearview mirror.

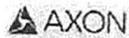
Axon Fleet Power Unit # 74024 shall be fused with a 2-amp fuse for 12v power & 2-amp fuse for ignition.

No rear/aux camera, only the main front facing camera will be installed.

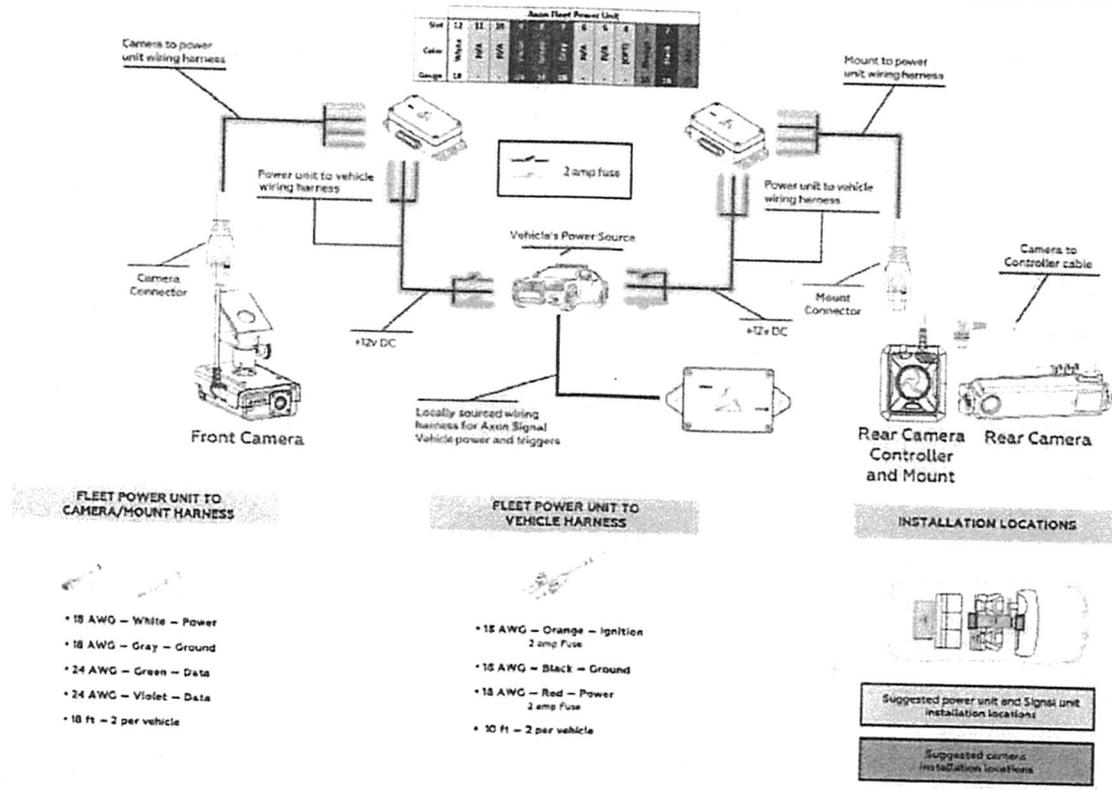
Axon Fleet Signal unit and Power unit will get installed inside the console

Cradlepoint # IBR900-600M router – install inside console

Axon camera system battery units and signal unit – install inside console



### AXON FLEET 2 HARDWARE INSTALLATION DIAGRAM



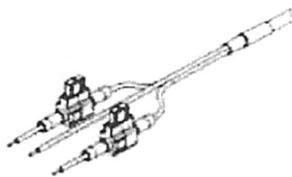
- Orange - 3 (Ignition - Motor On)
- Black - 2 (Ground)
- Red - 1 (12 VDC Power)
- OPT - 4 (optional Ignition - Accessory connection)

Axon Fleet Power Unit												
Slot	12	11	10	9	8	7	6	5	4	3	2	1
Color	White	N/A	N/A	Violet	Green	Gray	N/A	N/A	(OPT)	Orange	Black	Red
Gauge	18	-	-	24	24	18	-	-	-	18	18	18

- White - 12
- Violet - 9
- Green - 8
- Gray - 7

Axon Fleet Power Unit												
Slot	12	11	10	9	8	7	6	5	4	3	2	1
Color	White	N/A	N/A	Violet	Green	Gray	N/A	N/A	(OPT)	Orange	Black	Red
Gauge	18	-	-	24	24	18	-	-	-	18	18	18

Two power unit to vehicle cables SKU 71022



These cables are 10 feet (3 m) in length and contain the following wires.

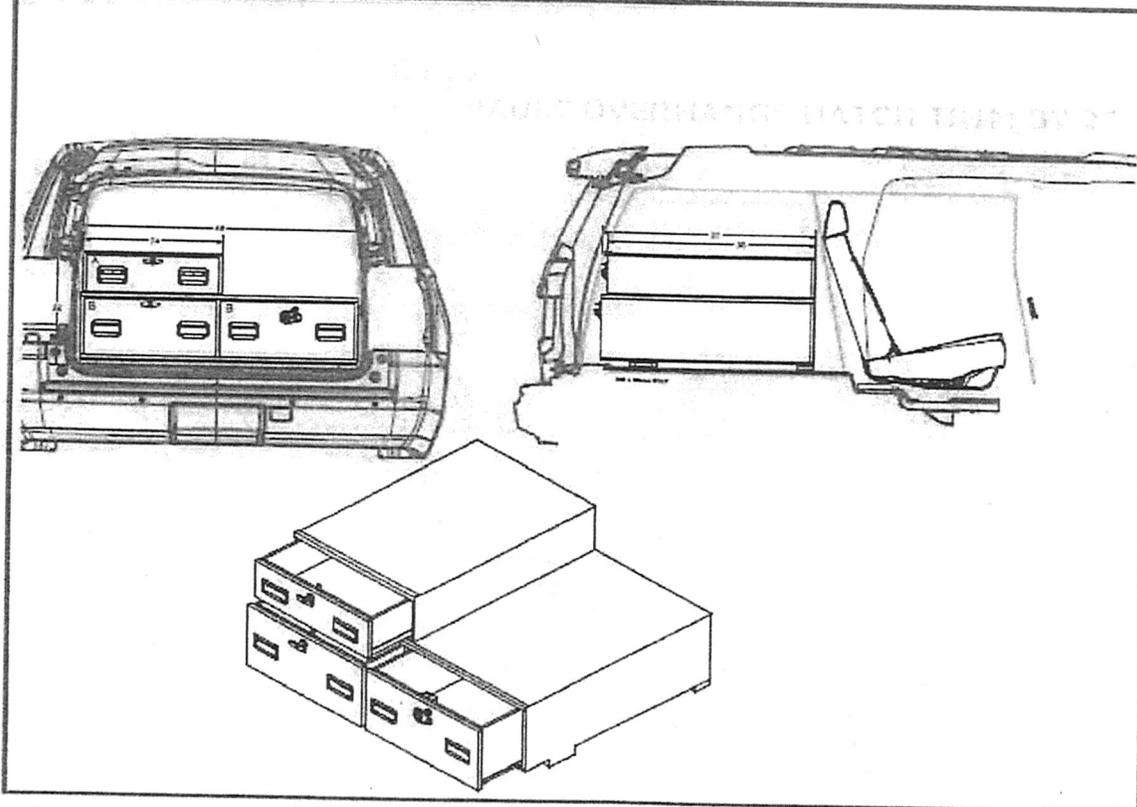
- 18 AWG - Orange - Ignition, 2 amp fuse
- 18 AWG - Black
- 18 AWG - Red - 12V power, 2 amp fuse



# TRUCKVAULT SPECIFICATION SHEET

MAKE:	Chevrolet	MODEL:	Tahoe	YEARS:	2015 -
3RD ROW SEAT:	No	SPARE TIRE ACCESS:	Yes	STYLE:	

STOCK CODE: **C-CHTAHN3-15N-PP-ZC9333**



VAULT WIDTH:	48	INSIDE DRAWER HEIGHT:	A: 6 1/8	B: 10 1/8
VAULT LENGTH:	37	INSIDE DRAWER LENGTH:	A: 33 5/8	B: 34 5/8
VAULT HEIGHT:	20 1/2	INSIDE DRAWER WIDTH:	A: 21 7/16	B: 21 3/4
OVERALL HEIGHT:	22	INSIDE DRAWER DIAGONAL:	A: 39 1/2	B: 40 1/2

TruckVault # C-CHTAHN3-15N-PP-ZC9333

Remove Jack and place inside cargo box drawer.

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2806C

LESSOR: AMERICAN NATIONAL LEASING COMPANY  
 2732 Midwestern Parkway  
 Wichita Falls, TX 76308

LESSEE: ELLIS COUNTY  
 101 W MAIN ST STE 203  
 WAXAHACHIE, TEXAS 75165  
 (972) 825 5011

VENDORS: CALDWELL CHEVROLET  
 PO BOX 27  
 CALDWELL, TEXAS 77836  
 (979) 567 - 1500

<u>Model Number</u>	<u>Serial #</u>	EQUIPMENT INFORMATION <u>Item/Description:</u>	<u>Qty</u>	<u>Price</u>
CC15706	1GNLCDEC1LR224027	2020 Chevrolet PPV Tahoe W/ Emergency equipment from CAP Fleet	1	\$62,078.00
PLEASE RETURN TO PURCHASING ASAP				
APPROVAL _____				
DEPT. <u>NON - Dept.</u>				
DATE _____				
LINE ITEM <u>001 - 0140 - 508/10</u>				
TOTAL:				\$62,078.00
LESS DOWN PAYMENT:				(\$16,000.00)
Document Fees:				\$100.00
TOTAL CAPITALIZED COST:				\$46,178.00

mvlooe2798C- Ellis  
 County SO  
 \_\_\_\_\_  
 Lessee: Please Initial

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2806C – ELLIS COUNTY

2

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	3	Base Lease Payment:	\$13,584.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		Total Payment:	\$13,584.00
		Lease End Date:	April 14, 2023

[END OF LEASE PURCHASE OPTION]

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1.00.

TERMS AND CONDITIONS

1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located at the above address of the Lessee and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other Lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.

2.) **COMPLETE AGREEMENT:** This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or statement made by any representative of the Lessor or Lessee shall be binding unless expressly stated herein. Whenever the word Lessor is used herein, it shall include both the original Lessor and all assignees of Lessor.

3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment.

4.) **MAINTENANCE:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER. Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.

5.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit A. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit A without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime +4% per annum.

6.) **LEASE TERM:** This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).

Lessee: Please Initial

7.) **OWNERSHIP; RETURN; PERSONAL PROPERTY:** Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof, and title thereto shall be immediately vested in Lessee; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest as allowed by law.

If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority (including a limited irrevocable power of attorney) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name.

8.) **PURCHASE OPTION:** If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever, and this Agreement shall terminate.

9.) **ASSIGNMENT:** Lessor may assign this Lease, and the assignee may reassign the same, without the consent of Lessee.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

10.) **LOSS; DAMAGE; INSURANCE:** As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney in fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.

Lessor and Lessee acknowledge that Lessor is only financing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

11.) **USE; TAXES; INSPECTION AND CONDITION:** Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable

\_\_\_\_\_  
Lessee: Please Initial

shelter; and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

**12.) EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:**

(a) Events of Default. In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of thirty (30) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may peaceably enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) Remedies. If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

- (i) Lessee shall return the Equipment to Lessor as provided in Section 7.
- (ii) Lessor may retain all Lease payments previously paid by Lessee.
- (iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.
- (iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.

(c) Expense of Enforcement. Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

**13.) NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

**14.) SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made.

**15.) SEVERABILITY:** The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

**THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.**

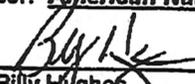
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Lessee: Please Initial

**GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2806C – ELLIS COUNTY**

5

**Date of Acceptance: April 14, 2020**

**Lessor: American National Leasing Company**

By:   
Billy Hughes  
Vice President of Leasing

**Lessee(s): ELLIS COUNTY  
101 W. MAIN ST, STE 203  
WAXAHACHIE, TX 75165  
Federal Tax ID #:75-6000935**

By: \_\_\_\_\_  
Todd Little  
County Judge – Ellis County

**LESSEE'S ACCEPTANCE**

**TO VENDOR (CALDWELL COUNTRY CHEVROLET) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.**

We as Lessee agree the above listed Equipment is satisfactory in every way, accepted by us and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

---

**Lessee(s): ELLIS COUNTY  
101 W. MAIN ST, STE 203  
WAXAHACHIE, TX 75165  
Federal Tax ID #:75-6000935**

**Date of Acceptance: April 14, 2020**

By: \_\_\_\_\_  
Todd Little  
County Judge – Ellis County

\_\_\_\_\_  
Lessee: Please Initial

**Exhibit A**

**Lease payments**

<u>Payment Date</u>	<u>Lease Payment</u>
04/14/2020	\$16,000.00
04/14/2021	\$13,584.00
04/14/2022	\$13,584.00
04/14/2023	\$13,584.00
04/14/2023	\$9,000.00

**Exhibit A**

\_\_\_\_\_  
**Lessee: Please Initial**

**Exhibit A**

**Purchase Option Price**

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$1.00.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

(a) The remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus

(b) Accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

## ADDENDUM

The following is an addendum to Government Lease Purchase Agreement No. 2806C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

1. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, Lessor hereby verifies that Lessor and its employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
2. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, Lessor verifies that Lessor and Lessor's employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
3. Funds for payment of this contract have been provided through the Lessee's budget approved by Lessee for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Lessee extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of Lessee that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Lessee (1) fails to provide funding for this contract during the following fiscal year at Lessee, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Lessee may, upon giving the Lessor written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Lessee notifies Lessor in writing of such failure to fund and termination. Lessee shall return the Equipment to Lessor if all Lease payments are not made, at Lessee's expense. There shall be no recourse for Lessor as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
4. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Lessee, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.
5. 

To the extent, if any,

that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Texas Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Lessee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to Lessee whether or not the same are available to the public. It is further understood that Lessee its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Lessee, its officers and employees shall have no liability or obligations to Lessor

for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Lessee by Lessor in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

6. The parties agree that  
under the Constitution and laws of the State of Texas, Lessee cannot enter into an Agreement whereby Lessee agrees to indemnify or hold harmless any other party; therefore, all references of any kind to the Lessee indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted Tex. Const. Article XI § 7. Tex. Att'y Gen. Op. DM-467. Tex. Att'y Gen. Op. GA-0176.
7. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.
8. It is understood and agreed that each party shall have the status of an independent contractor under this Agreement and that nothing in this Agreement shall be construed as authorization for either party to act as agent for the other. Neither party shall incur any Liability for any act or failure to act by employees of the other party.
9. Nothing in this contract or terms and  
condition shall be construed as a waiver of sovereign immunity by Lessee; provided, Lessee agrees that in the event of a dispute between them Lessee shall return the Equipment to Lessor at Lessee's expense.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ELLIS COUNTY, TEXAS AS LESSEE

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

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

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

By: Bill H

Title: Vice President of Leasing

QUOTED BY: Billy  
 American National Leasing Company  
 BUSINESS PHONE: 940-397-2457  
**ELLIS COUNTY SO**  
 Tax ID #

**Lease No: ANLC# 2806C**  
 CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

**ELLIS COUNTY SO**  
 2020 PPV Tahoe Patrol \$62,078.00  
 VIN# 1GNLCDEC1LR224027 \$0.00  
 \$0.00  
 Emergency Equipment \$0.00 CAP  
 Graphics and installation \$0.00

Acceptance Date:  
 SOURCE: (3) Year Lease

FREIGHT/HANDLING: \$0.00  
 TOTAL PURCHASE PRICE \$62,078.00  
 Doc Fee \$100.00  
 Down Payment -\$16,000.00  
 Net Capitalized Cost \$46,178.00

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
03/24/20	0.00	0	0.00	0.00	46,178.00
03/24/21	13,584.00	365	1,616.23	11,967.77	34,210.23
03/24/22	13,584.00	365	1,197.36	12,386.64	21,823.59
03/24/23	13,584.00	365	763.83	12,820.17	9,003.41
03/24/23	9,000.00	0	0.00	9,000.00	3.41
Net Capitalized Cost	46,178.00		<b>\$3,577.41</b>		
Interest Rate	3.5000%				
Residual Value	\$3.41				
Rounding Adjustment	(2.41)				
Adjusted Res. Value	\$1.00				

**CALDWELL COUNTRY CHEVROLET**

800 E. HWY 21  
CALDWELL, TX 77836  
979-587-1500

**RETAIL PURCHASE AGREEMENT**

Purchaser's Name(s): **ELUS COUNTY**

Address: **101 W MAIN ST STE 203 WAXAHACHIE, TX 75158**

Telephone (1): **972-625-5114**

Telephone (2): \_\_\_\_\_

E-mail: \_\_\_\_\_

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Odometer Mileage Statement for full disclosure.

YEAR	2020	MAKE	CHEVROLET	MODEL	TAHOE	COLOR	WHITE	STOCK NO.	224027F
VIN/SERIAL NO.	1GNLDCDC1LR224027								
THE VEHICLE IS:	<input type="checkbox"/> NEW	<input type="checkbox"/> USED	PRIOR USE DISCLOSURE: <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER						
SALES PERSON	AARON WILEY								
SALES PERSON	AARON WILEY								
SALES PERSON	AARON WILEY								

**WARRANTY STATEMENT**

We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of purchase. APPLIES" is marked below or we enter into a service contract with you at the time of purchase. or within 90 days of the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealer are their, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.

**CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Traducción español: Vea el dorso.

Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.

Year:	N/A	Make:	N/A	Model:	N/A	Color:	N/A
VIN/Serial No.:	N/A						
Odometer Reading:	N/A						
Trade-In Allowance:	N/A						
Balance Owed & Lender:	N/A						
Documentary Fee:	N/A						
State Inspection Fee:	N/A						
Deputy Service Fee:	N/A						
License Fee:	N/A						
Title Fee:	N/A						
Dealer's Inventory Tax:	N/A						
Sales Tax:	N/A						
Subtotal:	62078.00						
Less: Trade-In Allowance:	N/A						
Total Selling Price:	62078.00						
Cash Price of Vehicle:	62078.00						
Optional Accessories:	See attached Addendum Sheet						

Year:	N/A	Make:	N/A	Model:	N/A	Color:	N/A
VIN/Serial No.:	N/A						
Odometer Reading:	N/A						
Trade-In Allowance:	N/A						
Balance Owed & Lender:	N/A						
Documentary Fee:	N/A						
State Inspection Fee:	N/A						
Deputy Service Fee:	N/A						
License Fee:	N/A						
Title Fee:	N/A						
Dealer's Inventory Tax:	N/A						
Sales Tax:	N/A						
Subtotal:	62078.00						
Less: Trade-In Allowance:	N/A						
Total Selling Price:	62078.00						
Cash Price of Vehicle:	62078.00						
Optional Accessories:	See attached Addendum Sheet						

**OTHER MATERIAL, UNDERSTANDINGS, AND INTEGRATED DOCUMENTS**

IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION

IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT

Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.

\*Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. Traducción española: Vea el dorso.

AMOUNT TO BE FINANCED	62078.00
LESS CASH DUE AT DELIVERY	N/A
TOTAL DUE	62078.00
DEPOSIT DOWN PAYMENT	N/A

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealer/ship Representative.

Purchaser: \_\_\_\_\_  
Accepted by Authorized Dealer/ship Representative: \_\_\_\_\_

Dealer/CAP

CATALOG #8903171  
55777.1-CC-FI

© 2015 CCK Global, LLC Texas (01/16)

CUST#: 224027F

Deal Number: 118047

Date: 03/12/2020

County: \_\_\_\_\_

DOB: \_\_\_\_\_

Issuing State: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

CERTIFICATE OF ORIGIN FOR A VEHICLE

5614



GZD81J

DATE  
02/10/20

INVOICE NO.  
10D98529596

VEHICLE IDENTIFICATION NO.  
1GNLCDEC1LR224027

YEAR  
2020

MAKE  
CHEVROLET

BODY TYPE  
TAHOE 2WD FOUR DOOR SUV

SHIPPING WEIGHT  
5114

HP (S.A.E.)      G.V.W.R.  
45.4              6800

NO. CYLS.  
08

SEAS OR MODEL  
CC15706

N. ~~1/2~~  
1/2

P. D. NUMBER STATE-25X

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC

07083 XFHDDO

CALDWELL COUNTRY CHEVROLET  
PO BOX 27  
CALDWELL TX 77836-0027

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

\*\*\*\*\*  
\* THIS VEHICLE \*  
\* HAS A \*  
\* 50-STATE \*  
\* EMISSION \*  
\* SYSTEM \*  
\*\*\*\*\*

GENERAL MOTORS LLC

BY:

*Suzanne K. Higley*

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

G83225007

DETROIT

MI 48243-1114

CITY - STATE

GM 521 REV. 10-05

DEAL# 118047  
CUST# 224027F

Customer's Name: ELLIS COUNTY Deal/Stock No.: 224027F

### ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, CALDWELL COUNTRY CHEVROLET (transferor's name, Print) state that the odometer now reads 25 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is **NOT** the actual mileage.  
**WARNING - ODOMETER DISCREPANCY.**

MAKE <b>CHEVROLET</b>	MODEL <b>TAKOE</b>	BODY TYPE
VEHICLE IDENTIFICATION NUMBER <b>1GNLCDEC1LR224027</b>		YEAR <b>2020</b>

X S. Kell  
TRANSFEROR'S SIGNATURE

**CALDWELL COUNTRY CHEVROLET**  
PRINTED NAME

**800 E. HWY 21**  
TRANSFEROR'S ADDRESS (STREET)

**CALDWELL TX 77836**  
CITY STATE ZIP CODE

**03/12/2020**  
DATE OF STATEMENT

X  
TRANSFEREE'S SIGNATURE

**ELLIS COUNTY**  
PRINTED NAME

**ELLIS COUNTY**  
TRANSFEREE'S NAME

**101 W MAIN ST STE 203**  
TRANSFEREE'S ADDRESS (STREET)

**WAXAHACHIE TX 75156**  
CITY STATE ZIP CODE

DealerCAP

DEAL# 118047 **Application for Texas Title and/or Registration**

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration				<b>TAX OFFICE USE ONLY</b>			
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____				County: _____			
				Doc #: _____			
				<input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____			
1. Vehicle Identification Number <b>1GNLCDEC1LR224027</b>	2. Year <b>2020</b>	3. Make <b>CHEVROLET</b>	4. Body Style <b>N/A</b>	5. Model <b>TAHOE</b>	6. Major Color <b>WHITE</b>	7. Minor Color	
8. Texas License Plate No.	9. Odometer Reading (no tenths) <b>25</b>	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt		11. Empty Weight	12. Carrying Capacity (if any)		
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				14. Applicant Photo ID Number or FEIN/EIN			
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID							
16. Applicant First Name (or Entity Name) <b>ELLIS COUNTY</b>		Middle Name	Last Name	Suffix (if any)			
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name	Suffix (if any)			
18. Applicant Mailing Address <b>101 W MAIN ST STE 203</b>				City <b>WAXAHACHIE</b>	State <b>TX</b>	Zip <b>75156</b>	
19. Owner County of Residence							
20. Previous Owner Name (or Entity Name) <b>CALDWELL COUNTRY CHEVROLET</b>		City <b>CALDWELL</b>	State <b>TX</b>	21. Dealer GDN (if applicable)	22. Unit No. (if applicable)		
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name	Last Name	Suffix (if any)			
24. Renewal Notice Mailing Address (if different)		City	State	Zip			
25. Applicant Phone Number (optional) <b>(972)825-5114</b>		26. Email (optional)		27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #28)			
28. Vehicle Location Address (if different)		City	State	Zip			
29. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-257)		30. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #29)	31. Certified/eTitle Lienholder ID Number (if any)		32. First Lien Date (if any) <b>03/12/20</b>		
33. First Lienholder Name (if any) <b>AMERICAN NATIONAL LEASING</b>		Mailing Address <b>2732 MIDWESTERN PKWY</b>	City <b>WICHITA FALLS</b>	State <b>TX</b>	Zip <b>76308</b>		
34. Check only if applicable: <input type="checkbox"/> I hold Motor Vehicle Retailer's (Retail) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)). <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code §152.002(c)). GDN or Lessor Number _____							
35. Trade-In (if any) <input type="checkbox"/> Yes (Complete)		Year	Make	Vehicle Identification Number		36. Additional Trade-In(s) <input type="checkbox"/> Yes	
37. Check only if applicable:		<b>SALES AND USE TAX COMPUTATION</b>					
(a) Sales Price (N/A) (rebate has been deducted)		\$ <b>62078.00</b>					
(b) Less Trade-In Amount, described in item 35 above		\$ <b>N/A</b>					
(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in item 35 above		\$ <b>N/A</b>					
(d) Taxable Amount (Item a minus item b or item c)		\$ <b>62078.00</b>					
(e) 6.25% Tax on Taxable Amount (Multiply item d by .0625)		\$ <b>N/A</b>					
(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10%		\$ <b>N/A</b>					
(g) Tax Paid to _____ (STATE)		\$ <b>N/A</b>					
(h) AMOUNT OF TAX AND PENALTY DUE (item e plus item f minus item g)		\$ <b>N/A</b>					
		<input type="checkbox"/> \$90 New Resident Tax - (Previous State)					
		<input type="checkbox"/> \$5 Even Trade Tax					
		<input type="checkbox"/> \$10 Gift Tax - Use Comptroller Form 14-317					
		<input type="checkbox"/> \$65 Rebuilt Salvage Fee					
		<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.)					
		<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.)					
		<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because:					
		<input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)					
<b>CERTIFICATION - State law makes falsifying information a third degree felony</b>							
I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable).							
Signature(s) of Seller(s), Donor(s), or Trader(s) <i>S. Kelly</i>		Caldwell Country Chevrolet			03/12/20		
		Printed Name(s) (Same as Signature(s))			Date		
Signature of Applicant/Owner		ELLIS COUNTY			03/12/20		
		Printed Name (Same as Signature)			Date		
Signature(s) of Additional Applicant(s)/Owner(s)		Printed Name(s) (Same as Signature(s))			Date		



**CALDWELL COUNTRY  
CHEVROLET**  
P.O. Box 27  
Caldwell, Texas 77836  
979-567-1500 fax 979-567-0853

Invoice No LR224027

**INVOICE**

**Customer**  
Name ELLIS COUNTY  
Address 101 W MAIN ST STE 203  
City WAXAHACHIE State TX Zip 75156  
Phone (972)825-5114

Date 03/12/2020  
Order No \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GNLCDEC1LR224027	62078.00	62078.00
	TRADE:		
	PLEASE MAIL PAYMENT TO: CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836		
	TERMS: NET 30		

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_  
CC# \_\_\_\_\_  
Expires \_\_\_\_\_

Subtotal	62078.00
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>62078.00</b>

Office Use Only  
DEAL# 118047

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of the law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO

DISTRIBUTOR/DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S): <u>ELLIS COUNTY</u>	ADDRESS: <u>101 W MAIN ST STE 203 WAXAHACHIE TX 75156</u>	I certify to the best of my knowledge that the odometer reading is <u>25</u> No Tenth
	DEALER: <u>CAWDELL COUNTRY CHEVROLET</u> P48408 BY: <u>[Signature]</u>	NAME OF DEALERSHIP: <u>CAWDELL COUNTRY CHEVROLET</u> DEALER'S LICENSE NUMBER: <u>P48408</u>	State of: <u>TX</u> County of: <u>BURLESON</u> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this <u>10</u> day of <u>MAR</u> 20 <u>20</u> Notary Public
DISTRIBUTOR/DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S): _____	ADDRESS: _____	I certify to the best of my knowledge that the odometer reading is _____ No Tenth
	DEALER: _____ BY: _____	NAME OF DEALERSHIP: _____ DEALER'S LICENSE NUMBER: _____	State of: _____ County of: _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ Notary Public
DISTRIBUTOR/DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S): _____	ADDRESS: _____	I certify to the best of my knowledge that the odometer reading is _____ No Tenth
	DEALER: _____ BY: _____	NAME OF DEALERSHIP: _____ DEALER'S LICENSE NUMBER: _____	State of: _____ County of: _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ Notary Public
DISTRIBUTOR/DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S): _____	ADDRESS: _____	I certify to the best of my knowledge that the odometer reading is _____ No Tenth
	DEALER: _____ BY: _____	NAME OF DEALERSHIP: _____ DEALER'S LICENSE NUMBER: _____	State of: _____ County of: _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ Notary Public
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and / or imprisonment.		
	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading: <u>NO Tenth</u> <input type="checkbox"/> The mileage stated is in excess of its mechanical limits <input type="checkbox"/> The odometer reading is not the actual mileage. <b>WARNING ODOMETER DISCREPANCY</b>		
LIENHOLDER	Signature(s) of Seller(s): _____	Printed Name(s) of Seller(s): _____ Dealer's No: _____	Date of Statement: _____ Date of Sale: _____
	Signature of Purchaser(s): _____	Printed Name of Purchaser(s): _____	Company Name (if Applicable): _____
Address of Purchaser(s): _____			State of: _____ County of: _____
1st lien in favor of: <u>American National Leasing</u>			
whose address is: <u>2732 Midwestern HWY Wichita Falls TX 76308</u>			
2nd lien in favor of: _____			
whose address is: _____			

## TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 2806C-2808C (the "Leases") between American National Leasing Company ("ANLC") and Ellis County (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to ANLC for the principal amount it financed) and an interest component (as interest to ANLC for making the financing available). The interest component is priced at a tax exempt interest rate.

The Governmental Entity hereby states for the benefit of ANLC as follows:

1. The Governmental Entity has not and will not fund any other tax exempt debt transaction within 15 days of the funding of the Lease.
2. The Governmental Entity will own and operate the property financed by the Lease.
3. The Governmental Entity will spend all of the money advanced by American National within no more than two weeks of the date the Lease is funded. None of these funds will be invested.
4. The Lease is not federally guaranteed.
5. The Lease is a privately placed bank loan and is not offered to the general public or a "public security" under Texas law.
6. There is no reserve fund or other specific fund established for payment of the Lease.
7. The proceeds of the Lease are not being used to reimburse the Governmental Entity for any previous expenditure made by it. The proceeds of the Lease will be paid immediately to the vendor of the property.
8. The Lease is hereby designated by the Governmental Entity as a "qualified tax exempt obligation" under Section 265(b)(3) of the Internal Revenue Code. The reasonably anticipated amount of tax exempt obligations to be issued by the Governmental Entity during the same calendar year in which the Lease is funded will not exceed \$10,000,000. Additionally, in calculating the \$10,000,000 the Governmental Entity is including all tax exempt debt issued by local development corporations or other entities issuing "on behalf of" the Governmental Entity except private activity bonds other than Section 501(c)(3) bonds.
9. The weighted average maturity of the Lease (meaning when it is approximately one-half paid off) does not exceed 120% of the useful life of the property being financed.

General Provisions

1. The Lease has been duly authorized by the governing body of the Governmental Entity at a meeting which the open meeting notice was posted regarding the Lease transaction, and at which a quorum was present.
2. There is no litigation pending regarding the Lease, or to the best of the knowledge of the Governmental Entity threatened in regard to the Lease.
3. Entering the Lease does not constitute an event of default or contravene any other agreement to which the Governmental Entity is a party.
4. The Governmental Entity has the ability to pay the Lease provided the duty to pay the Lease is subject to annual appropriation as set forth in the Lease documents.
5. The Governmental Entity will use the property for one of its essential purposes.

Signed as of this 14<sup>th</sup> day of April, 2020.

Ellis County

By: \_\_\_\_\_  
Todd Little  
County Judge of Ellis County

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2808C

LESSOR: AMERICAN NATIONAL LEASING COMPANY  
 2732 Midwestern Parkway  
 Wichita Falls, TX 76308

LESSEE: ELLIS COUNTY  
 101 W MAIN ST STE 203  
 WAXAHACHIE, TEXAS 75165  
 (972) 825 5011

VENDORS: CALDWELL CHEVROLET  
 PO BOX 27  
 CALDWELL, TEXAS 77836  
 (979) 567 - 1500

Model Number	Serial #	EQUIPMENT INFORMATION Item/Description:	Qty	Price
CC15706	1GNLCDEC2LR225669	<b>2020 Chevrolet PPV Tahoe</b> W/ Emergency equipment from CAP Fleet  PLEASE RETURN TO PURCHASING ASAP APPROVAL _____ DEPT. <u>NON - Dept.</u> DATE _____ LINE ITEM <u>001 - 0140 - 508110</u>	1	\$62,078.00
TOTAL:				<b>\$62,078.00</b>
LESS DOWN PAYMENT:				(\$16,000.00)
Document Fees:				\$100.00
<b>TOTAL CAPITALIZED COST:</b>				<b>\$46,178.00</b>

mv100e2808C - Ellis  
 County SO  
 \_\_\_\_\_  
 Lessee: Please Initial

**SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:**

No. of Years:	3	Base Lease Payment:	\$13,584.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		Total Payment:	\$13,584.00
		Lease End Date:	April 14, 2023

**[END OF LEASE PURCHASE OPTION]**

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1.00.

**TERMS AND CONDITIONS**

1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located at the above address of the Lessee and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other Lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.

2.) **COMPLETE AGREEMENT:** This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or statement made by any representative of the Lessor or Lessee shall be binding unless expressly stated herein. Whenever the word Lessor is used herein, it shall include both the original Lessor and all assignees of Lessor.

3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment.

4.) **MAINTENANCE:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER. Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.

5.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit A. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit A without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime +4% per annum.

6.) **LEASE TERM:** This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).

\_\_\_\_\_  
Lessee: Please Initial

7.) **OWNERSHIP; RETURN; PERSONAL PROPERTY:** Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof, and title thereto shall be immediately vested in Lessee; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest as allowed by law.

If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority (including a limited irrevocable power of attorney) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name.

8.) **PURCHASE OPTION:** If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever, and this Agreement shall terminate.

9.) **ASSIGNMENT:** Lessor may assign this Lease, and the assignee may reassign the same, without the consent of Lessee.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

10.) **LOSS; DAMAGE; INSURANCE:** As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney in fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for less or damage or return premium under any insurance policy issued in regard to said Equipment.

Lessor and Lessee acknowledge that Lessor is only financing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

11.) **USE; TAXES; INSPECTION AND CONDITION:** Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable

\_\_\_\_\_  
Lessee: Please Initial

shelter; and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

**12.) EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:**

(a) Events of Default. In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of thirty (30) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may peaceably enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) Remedies. If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

- (i) Lessee shall return the Equipment to Lessor as provided in Section 7.
- (ii) Lessor may retain all Lease payments previously paid by Lessee.
- (iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.
- (iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.

(c) Expense of Enforcement. Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

**13.) NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

**14.) SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made.

**15.) SEVERABILITY:** The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

**THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.**

\_\_\_\_\_  
Lessee: Please Initial

**GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2808C – ELLIS COUNTY**

5

**Date of Acceptance: April 14, 2020**

**Lessor: American National Leasing Company**

By:   
**Billy Hughes**  
**Vice President of Leasing**

**Lessee(s): ELLIS COUNTY**  
**101 W. MAIN ST, STE 203**  
**WAXAHACHIE, TX 75165**  
**Federal Tax ID #:75-6000935**

By: \_\_\_\_\_  
**Todd Little**  
**County Judge – Ellis County**

**LESSEE'S ACCEPTANCE**

**TO VENDOR (CALDWELL COUNTRY CHEVROLET) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.**

We as Lessee agree the above listed Equipment is satisfactory in every way, accepted by us and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

---

**Lessee(s): ELLIS COUNTY**  
**101 W. MAIN ST, STE 203**  
**WAXAHACHIE, TX 75165**  
**Federal Tax ID #:75-6000935**

**Date of Acceptance: April 14, 2020**

By: \_\_\_\_\_  
**Todd Little**  
**County Judge – Ellis County**

\_\_\_\_\_  
**Lessee: Please Initial**

**Exhibit A**

**Lease payments**

<u>Payment Date</u>	<u>Lease Payment</u>
04/14/2020	\$16,000.00
04/14/2021	\$13,584.00
04/14/2022	\$13,584.00
04/14/2023	\$13,588.00
04/14/2023	\$9,000.00

**Exhibit A**

\_\_\_\_\_  
**Lessee: Please Initial**

**Exhibit A**

**Purchase Option Price**

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$1.00.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

(a) The remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus

(b) Accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

## ADDENDUM

The following is an addendum to Government Lease Purchase Agreement No. 2808C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

1. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, Lessor hereby verifies that Lessor and its employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
2. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, Lessor verifies that Lessor and Lessor's employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
3. Funds for payment of this contract have been provided through the Lessee's budget approved by Lessee for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Lessee extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of Lessee that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Lessee (1) fails to provide funding for this contract during the following fiscal year at Lessee, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Lessee may, upon giving the Lessor written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Lessee notifies Lessor in writing of such failure to fund and termination. Lessee shall return the Equipment to Lessor if all Lease payments are not made, at Lessee's expense. There shall be no recourse for Lessor as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
4. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Lessee, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.
5. 

To the extent, if any,

that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Texas Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Lessee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to Lessee whether or not the same are available to the public. It is further understood that Lessee its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Lessee, its officers and employees shall have no liability or obligations to Lessor

for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Lessee by Lessor in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

6. The parties agree that  
under the Constitution and laws of the State of Texas, Lessee cannot enter into an Agreement whereby Lessee agrees to indemnify or hold harmless any other party; therefore, all references of any kind to the Lessee indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted. Tex. Const. Article XI § 7. Tex. Att'y Gen. Op. DM-467. Tex. Att'y Gen. Op. GA-0176.
7. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.
8. It is understood and agreed that each party shall have the status of an independent contractor under this Agreement and that nothing in this Agreement shall be construed as authorization for either party to act as agent for the other. Neither party shall incur any Liability for any act or failure to act by employees of the other party.
9. Nothing in this contract or terms and  
condition shall be construed as a waiver of sovereign immunity by Lessee; provided, Lessee agrees that in the event of a dispute between them Lessee shall return the Equipment to Lessor at Lessee's expense.

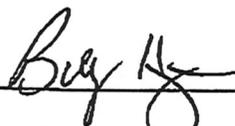
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ELLIS COUNTY, TEXAS AS LESSEE

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

County Judge

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

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

Vice President of Leasing

**QUOTED BY: Billy**  
**American National Leasing Company**  
**BUSINESS PHONE: 940-397-2457**  
**ELLIS COUNTY SO**  
**Tax ID #**

**Lease No: ANLC# 2808C**  
**CONTACT: Capt Chris Hamilton**  
**Ellis County SO**  
**BUSINESS PHONE:**  
**quote date: 6/14/19**

**ELLIS COUNTY SO**

**Acceptance Date:**  
**SOURCE: (3) Year Lease**

2020 PPV Tahoe Patrol	\$62,078.00
VIN# 1GNLCDEC2LR225669	\$0.00
	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$62,078.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
Net Capitalized Cost	\$46,178.00

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
03/24/20	0.00	0	0.00	0.00	46,178.00
03/24/21	13,584.00	365	1,616.23	11,967.77	34,210.23
03/24/22	13,584.00	365	1,197.36	12,386.64	21,823.59
03/24/23	13,584.00	365	763.83	12,820.17	9,003.41
03/24/23	9,000.00	0	0.00	9,000.00	3.41
Net Capitalized Cost	46,178.00				
Interest Rate	3.5000%				
Residual Value	\$3.41				
Rounding Adjustment	(2.41)				
Adjusted Res. Value	\$1.00				

**\$3,577.41**

# CALDWELL COUNTRY CHEVROLET

800 E. HWY 21  
CALDWELL, TX 77336  
979-567-1500

## RETAIL PURCHASE AGREEMENT

CUST#: 225669F

Purchaser's Name(s): ELLIS COUNTY

Deal Number: 118032

Address: 101 W MAIN ST STE 203 WAXAHACHIE, TX 75156

Date: 03/11/2020

Telephone (1): 972-925-5114

Telephone (2): \_\_\_\_\_

County: \_\_\_\_\_

E-mail: \_\_\_\_\_

D.L./State I.D.#: \_\_\_\_\_

Issuing State: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Odometer Mileage Statement for full disclosure.

YEAR 2020	MAKE CHEVROLET	MODEL TAHOE	COLOR WHITE	STOCK NO. 225669F
VIN/SERIAL NO 1GNLDEC2LR225669		ODOMETER READING <input type="checkbox"/> Not Accurate		SALESPERSON AARON WILEY
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		

**WARRANTY STATEMENT**

We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.

**CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. *Traducción española: Vea el dorso.*

Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.

TRADE-IN VEHICLE INFORMATION			
Year: N/A	Make: N/A	Model: N/A	Color: N/A
VIN/Serial No: N/A	Odometer Reading: <input type="checkbox"/> Not Accurate N/A		
Trade-In Allowance: N/A	Balance Owed & Lienholder: N/A		

**OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS**

IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION

IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT

CASH PRICE OF VEHICLE	62078.00
OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker	N/A
N/A	N/A
TOTAL SELLING PRICE	62078.00
LESS: TRADE-IN ALLOWANCE	N/A
N/A	N/A
SUBTOTAL	62078.00
N/A	N/A
SALES TAX	N/A
DEALER'S INVENTORY TAX	N/A
N/A	N/A
DOCUMENTARY FEE *	N/A
STATE INSPECTION FEE	N/A
DEPUTY SERVICE FEE	N/A
LICENSE FEE	N/A
TITLE FEE	N/A
N/A	N/A
N/A	N/A
TOTAL DUE	62078.00
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT if Deposit, see Deposit Receipt	N/A
LESS CASH DUE AT DELIVERY	N/A
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)	62078.00

Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.

\*Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. *Traducción española: Vea el dorso.*

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser \_\_\_\_\_  
Purchaser \_\_\_\_\_  
DealerCAP \_\_\_\_\_

*S. Bell*  
Accepted by Authorized Dealership Representative



DEAL# 118032  
CUST# 225669F

Customer's Name: ELLIS COUNTY

Deal/Stock No.: 225669F

### ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, CALDWELL COUNTRY CHEVROLET (transferor's name, Print) state that the odometer now reads 5 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is **NOT** the actual mileage.

**WARNING - ODOMETER DISCREPANCY.**

MAKE <b>CHEVROLET</b>	MODEL <b>TAHOE</b>	BODY TYPE
VEHICLE IDENTIFICATION NUMBER <b>1GNLCDEC2LR225669</b>		YEAR <b>2020</b>
TRANSFEROR'S SIGNATURE <i>XLS. Caldwell</i>		

**CALDWELL COUNTRY CHEVROLET**  
PRINTED NAME

**800 E. HWY 21**  
TRANSFEROR'S ADDRESS (STREET)

**CALDWELL**  
CITY

**TX**  
STATE

**77836**  
ZIP CODE

**03/11/2020**  
DATE OF STATEMENT

**X**  
TRANSFEREE'S SIGNATURE

**ELLIS COUNTY**  
PRINTED NAME

**ELLIS COUNTY**  
TRANSFEREE'S NAME

**101 W MAIN ST STE 203**  
TRANSFEREE'S ADDRESS (STREET)

**WAXAHACHIE**  
CITY

**TX**  
STATE

**75158**  
ZIP CODE

DealerCAP

69596\*1\*CC-FI

CATALOG # 8884210

(03/17)

DEAL# 118032 **Application for Texas Title and/or Registration**

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration				TAX OFFICE USE ONLY											
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other:				County: _____											
1. Vehicle Identification Number 1GNLCDEC2LR225669				2. Year 2020		3. Make CHEVROLET		4. Body Style N/A		5. Model TAHOE		6. Major Color WHITE		7. Minor Color	
8. Texas License Plate No. S		9. Odometer Reading (no tenths) 5		10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt				11. Empty Weight		12. Carrying Capacity (if any)					
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				14. Applicant Photo ID Number or FEIN/EIN											
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID															
16. Applicant First Name (or Entity Name) ELLIS COUNTY				Middle Name		Last Name		Suffix (if any)							
17. Additional Applicant First Name (if applicable)				Middle Name		Last Name		Suffix (if any)							
18. Applicant Mailing Address 101 W MAIN ST STE 203				City WAXAHACHIE		State TX		Zip 75156		19. Owner County of Residence					
20. Previous Owner Name (or Entity Name) CALDWELL COUNTRY CHEVROLET				City CALDWELL		State TX		21. Dealer GDN (if applicable)		22. Unit No. (if applicable)					
23. Renewal Recipient First Name (or Entity Name) (if different)				Middle Name		Last Name		Suffix (if any)							
24. Renewal Notice Mailing Address (if different)				City		State		Zip							
25. Applicant Phone Number (optional) (972)825-5114				26. Email (optional)				27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email to #26)							
28. Vehicle Location Address (if different)				City		State		Zip							
29. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)		30. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #29)		31. Certified/eTitle Lienholder ID Number (if any)				32. First Lien Date (if any) 03/11/20							
33. First Lienholder Name (if any) AMERICAN NATIONAL LEASING				Mailing Address 2732 MIDWESTERN PKWY CHITA FALLS				City TX		State TX					
34. Check only if applicable: <input type="checkbox"/> I hold Motor Vehicle Retailer's (Retail) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____				MOTOR VEHICLE TAX STATEMENT				76308							
35. Trade-In (if any) <input type="checkbox"/> Yes (Complete)				Year		Make		Vehicle Identification Number				36. Additional Trade-In(s) <input type="checkbox"/> Yes			
37. Check only if applicable: (a) Sales Price (\$N/A) rebata has been deducted) \$ 62078.00 (b) Less Trade-in Amount, described in Item 35 above \$ N/A (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above \$ (N/A) (d) Taxable Amount (Item a minus Item b or Item c) \$ 62078.00 (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ N/A (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ N/A (g) Tax Paid to _____ (STATE) \$ N/A (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ N/A				<b>SALES AND USE TAX COMPUTATION</b> <input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____ <input type="checkbox"/> \$5 Even Trade Tax _____ <input type="checkbox"/> \$10 Gift Tax - Use Comptroller Form 14-317 _____ <input type="checkbox"/> \$65 Rebuilt Salvage Fee _____ <input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____ <input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____ <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____ <input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)											
<b>CERTIFICATION - State law makes falsifying information a third degree felony</b> I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable). Signature(s) of Seller(s), Donor(s), or Trader(s) <u>S. Caldwell</u> CALDWELL COUNTRY CHEVROLET 03/11/20 Printed Name(s) (Same as Signature(s)) Date Signature of Applicant/Owner _____ ELLIS COUNTY 03/11/20 Printed Name (Same as Signature) Date Signature(s) of Additional Applicant(s)/Owner(s) _____ Printed Name(s) (Same as Signature(s)) Date															



CALDWELL COUNTRY  
 CHEVROLET  
 P.O. Box 27  
 Caldwell, Texas 77836  
 979-567-1500 fax 979-567-0853

Invoice No LR225669

**INVOICE**

<b>Customer</b>		<b>Date</b> 03/11/2020	
Name <u>ELLIS COUNTY</u>		Order No. _____	
Address <u>101 W MAIN ST STE 203</u>		Rep _____	
City <u>WAXAHACHIE</u>	State <u>TX</u>	Zip <u>75156</u>	
Phone <u>(972)825-5114</u>		FOB _____	

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GN.CDEC2LR225669	62078.00	62078.00
	TRADE:		
	PLEASE MAIL PAYMENT TO: CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836		
	TERMS: NET 30		

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_

CC# \_\_\_\_\_

Expires \_\_\_\_\_

Subtotal	62078.00
Shipping & Handling	0.00
Taxes State	
TOTAL	62078.00

Office Use Only

DEAL# 118032

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

Each undersigned dealer certifies to the best of his knowledge, information and belief under penalty of the law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.

FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO

**DISTRIBUTOR/DEALER ASSIGNMENT NUMBER 1**

NAME OF PURCHASER(S) TELLIS COUNTY

ADDRESS 101 W MAIN ST STE 203 WAXAHACHIE TX 75156

I certify to the best of my knowledge that the odometer reading is \_\_\_\_\_ No Tenths

DEALER CAEDWELL COUNTRY CHEVROLET P48408 BY [Signature]

NAME OF DEALERSHIP CAEDWELL COUNTRY CHEVROLET DEALER'S LICENSE NUMBER P48408

State of TX Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this \_\_\_\_\_ day of MAY 20\_\_\_\_

County of BURLESON \_\_\_\_\_ Notary Public

**DISTRIBUTOR/DEALER ASSIGNMENT NUMBER 2**

NAME OF PURCHASER(S) \_\_\_\_\_

ADDRESS \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is \_\_\_\_\_ No Tenths

DEALER \_\_\_\_\_ BY \_\_\_\_\_

NAME OF DEALERSHIP \_\_\_\_\_ DEALER'S LICENSE NUMBER \_\_\_\_\_

State of \_\_\_\_\_ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

County of \_\_\_\_\_ Notary Public

**DISTRIBUTOR/DEALER ASSIGNMENT NUMBER 3**

NAME OF PURCHASER(S) \_\_\_\_\_

ADDRESS \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is \_\_\_\_\_ No Tenths

DEALER \_\_\_\_\_ BY \_\_\_\_\_

NAME OF DEALERSHIP \_\_\_\_\_ DEALER'S LICENSE NUMBER \_\_\_\_\_

State of \_\_\_\_\_ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

County of \_\_\_\_\_ Notary Public

**DISTRIBUTOR/DEALER ASSIGNMENT NUMBER 4**

NAME OF PURCHASER(S) \_\_\_\_\_

ADDRESS \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is \_\_\_\_\_ No Tenths

DEALER \_\_\_\_\_ BY \_\_\_\_\_

NAME OF DEALERSHIP \_\_\_\_\_ DEALER'S LICENSE NUMBER \_\_\_\_\_

State of \_\_\_\_\_ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

County of \_\_\_\_\_ Notary Public

**ODOMETER DISCLOSURE FOR RETAIL SALE**

Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and/or imprisonment.

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading \_\_\_\_\_ No Tenths  The mileage stated is in excess of its mechanical limits  The odometer reading is not the actual mileage.

Signature of Seller(s) \_\_\_\_\_ Date of Statement \_\_\_\_\_ Date of Sale \_\_\_\_\_

Printed Name(s) of Seller(s) \_\_\_\_\_ Dealer's No \_\_\_\_\_ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Purchaser(s) \_\_\_\_\_

Printed Name of Purchaser(s) \_\_\_\_\_

Company Name (if Applicable) \_\_\_\_\_ State of \_\_\_\_\_ Notary Public

Address of Purchaser(s) \_\_\_\_\_ County of \_\_\_\_\_

**LESSOR**

1st lien in favor of American National Leasing

whose address is 2732 Midwestern crew4 Wichita Falls TX

2nd lien in favor of \_\_\_\_\_

whose address is \_\_\_\_\_

GM521 REV. 1-2000

## TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 2806C-2808C (the "Leases") between American National Leasing Company ("ANLC") and Ellis County (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to ANLC for the principal amount it financed) and an interest component (as interest to ANLC for making the financing available). The interest component is priced at a tax exempt interest rate.

The Governmental Entity hereby states for the benefit of ANLC as follows:

1. The Governmental Entity has not and will not fund any other tax exempt debt transaction within 15 days of the funding of the Lease.
2. The Governmental Entity will own and operate the property financed by the Lease.
3. The Governmental Entity will spend all of the money advanced by American National within no more than two weeks of the date the Lease is funded. None of these funds will be invested.
4. The Lease is not federally guaranteed.
5. The Lease is a privately placed bank loan and is not offered to the general public or a "public security" under Texas law.
6. There is no reserve fund or other specific fund established for payment of the Lease.
7. The proceeds of the Lease are not being used to reimburse the Governmental Entity for any previous expenditure made by it. The proceeds of the Lease will be paid immediately to the vendor of the property.
8. The Lease is hereby designated by the Governmental Entity as a "qualified tax exempt obligation" under Section 265(b)(3) of the Internal Revenue Code. The reasonably anticipated amount of tax exempt obligations to be issued by the Governmental Entity during the same calendar year in which the Lease is funded will not exceed \$10,000,000. Additionally, in calculating the \$10,000,000 the Governmental Entity is including all tax exempt debt issued by local development corporations or other entities issuing "on behalf of" the Governmental Entity except private activity bonds other than Section 501(c)(3) bonds.
9. The weighted average maturity of the Lease (meaning when it is approximately one-half paid off) does not exceed 120% of the useful life of the property being financed.

General Provisions

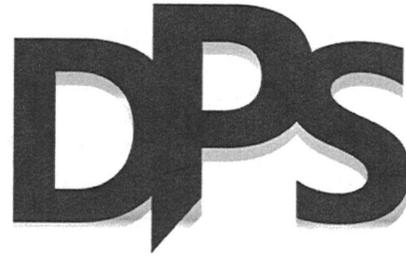
1. The Lease has been duly authorized by the governing body of the Governmental Entity at a meeting which the open meeting notice was posted regarding the Lease transaction, and at which a quorum was present.
2. There is no litigation pending regarding the Lease, or to the best of the knowledge of the Governmental Entity threatened in regard to the Lease.
3. Entering the Lease does not constitute an event of default or contravene any other agreement to which the Governmental Entity is a party.
4. The Governmental Entity has the ability to pay the Lease provided the duty to pay the Lease is subject to annual appropriation as set forth in the Lease documents.
5. The Governmental Entity will use the property for one of its essential purposes.

Signed as of this 14<sup>th</sup> day of April, 2020.

Ellis County

By: \_\_\_\_\_  
Todd Little  
County Judge of Ellis County

2.3



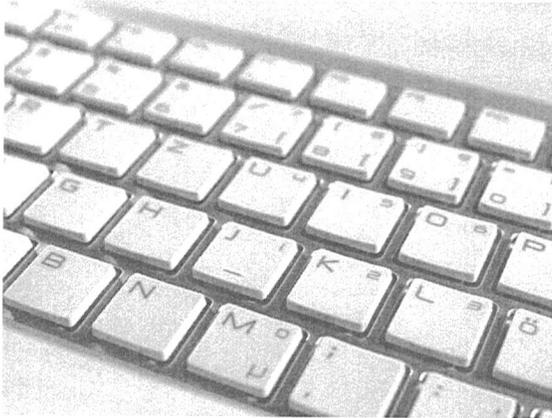
Data Preservation Solutions

# HISTORIC DEED RECORDS

## SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

*Ellis County Clerk*

April 21, 2020



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**Texas DIR Contract No.  
DIR-TSO-4038**

# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

## PROJECT OVERVIEW

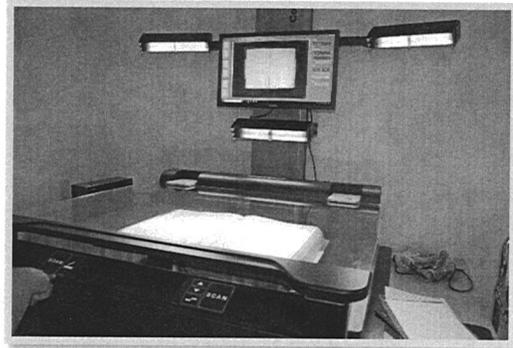
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This project addresses the scanning and indexing and full preservation and rebinding of Historic Deed Records Volumes A & A2 to Volume 510 (Volume 511-Volume 748 do not require preservation but will be scanned and indexed). Ellis County Clerk will approve projects in 20 book batches. This proposal includes scanning and indexing of all records listed above, image enhancements, and Photostat scanning/reversal where needed, and finally full preservation and rebinding of Volumes A & A2-510 (Volumes 511-Volume 748 do not require preservation). After QC of the records our staff will start the process of separating the images into individual instruments and finally, indexing of the Deed Records. Data Preservation Solutions (DPS) will provide all the crucial services to deliver these records in a final format that can be uploaded into the County Clerks LGS repository or current software system. This Statement of Work serves as a base-line services contract for an imaging, indexing and preservation/rebinding plan for the Ellis County Clerk.

The purpose of this project is to reimage and index the above records scanned by a previous vendor. Deed records are difficult to read due to poorly scanned images; records are also difficult to find due to poorly indexed records. After scanning and indexing is completed all books will be preserved, rebound and all pages will go through our preservation process detailed below. After project completion it is the goal of the County Clerk to load the newly scanned and indexed data into the County Clerks LGS repository, or current software system and remove the poorly scanned and indexed data.

This SOW describes the work that DPS is responsible for implementing. Upon contract signing, a project schedule will be developed between DPS and the County. The project will be picked up and processed in 20 book batches starting in March 2020. County Clerk will approve all batches of work prior to pick up. County Clerk will have the ability to increase volume as needed or have the ability to stop the project as needed.

# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES



1<sup>st</sup> in the USA i2s CopiBook OS A1 Book Scanner

## I. BOOK SCANNING/INDEXING PROCESS

---

### DETAIL OF SERVICES

Before your books/documents leave your premises, Data Preservations Solutions has steps in place to ensure that your irreplaceable information is well-cared for. These procedures also ensure that we can track your files all the way through the preservation process and report that information back to you, if/when requested.

1. Inventory List completed by one of our Senior Sales Consultants

- A detailed list including (but not limited to) type of record, # of boxes, record condition, whether Photostats are present, etc. is compiled.
- This list is used to create a pick-up list for our driver

2. Pick up of Inventory

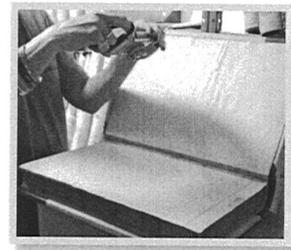
- DPS uses a company owned vehicle equipped with GPS tracking.
- We use a vetted DPS driver with DPS apparel – background check & drug tests are completed.
- No overnight travel. Books are always in our custody in a climate-controlled vehicle.
- County receives a copy of the pick-up list for verification.



# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

## 3. Intake by Production Manager

- Double checks to be sure that all books/documents are all accounted for.
- Expert overview is conducted before production – checks to be sure what was proposed is what is needed.
- **If preservation is part of the project:** Prior to the start of Page Preparation, a detailed *Treatment Report* is provided which includes the following and will be supported by both written and photographic documentation:
  - ✓ Description of the book(s) or document(s)
  - ✓ Pre-treatment condition summary
  - ✓ Treatment summary
  - ✓ Condition after treatment & post-treatment recommendations



- Preservation Job Instructions form is filled out and measurements are taken for sleeves and binders. This form is kept and updated by the Preservation Stabilization Manager.
- Book Assessment Form is completed. This form follows the Book in each step in the process (cleaning, mending, scanning, de-acidification and encapsulation) and is noted upon completion.



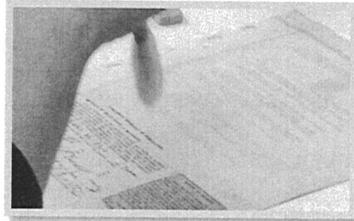
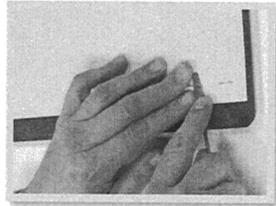
## 4. Work Begins

- If there is no preservation this step is bypassed and books/documents are sent directly to scanning/conversion
- Preservation Stabilization Manager reviews the Preservation Forms and assigns work based on the specifics of each project (i.e. just cleaning/mending or includes conversion and/or indexing).

# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

## Page Preparation

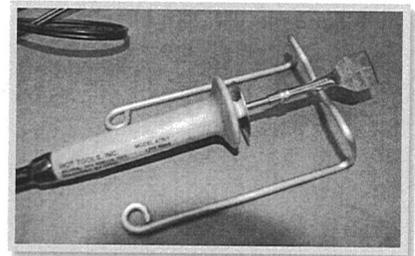
Pages are removed from mechanical binders or folders then staples, paperclips and other fasteners are carefully removed. Loose dust and dirt are lightly brushed away using Hake brushes (specialty brushes which have very soft bristles to prevent any additional damage to delicate documents).



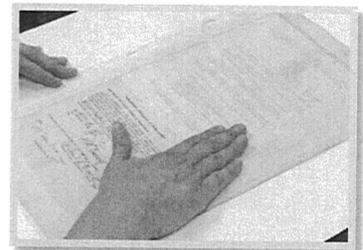
If tape is present, its removal is always a delicate operation because no two documents are the same. DPS carefully considers the type of tape, the condition of the records, the type of paper, and other factors since it's our duty to do no additional damage to the documents. We don't want the removal of the tape to be more damaging than keeping the adhesive in place. Occasionally it's less damaging to keep a previous repair in place because removal will cause more harm.



When mechanical removal by peeling is possible (the adhesive is loose, brittle, and easily dislodged), a micro-spatula tool (which can also be carefully heated to prevent scorching) is used to gently coax the tape away from the document. If the adhesive is more stubborn, heat can be applied using cotton cloth as a buffer to loosen the grip. Residual adhesive can be removed using a gum compound eraser. If adhesives were water-based, they can often be removed with the addition of steam while utilizing light pressure with a micro-spatula.



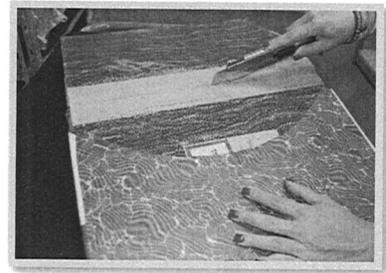
Final page cleaning is accomplished by applying fine eraser shavings to the page and lightly rubbing to remove residue and then re-brushing to remove the shavings. This step can be done several times to get the page as clean as possible.



\*If books are bound (sewn/glued bindings), there are several additional steps that need to be completed prior to page cleaning.

# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

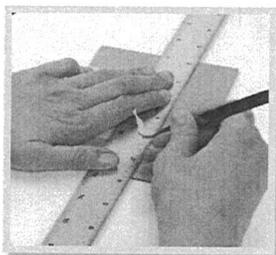
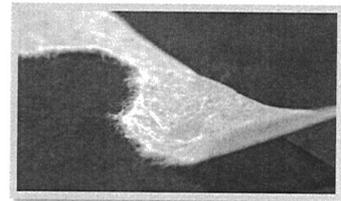
Bindings are carefully cut away and book sections are separated out. After carefully inspecting the margins of each page to be sure that vital information is not lost, each section is cut to free the individual pages so they can be scanned.



## Page Mending

When possible, tears, cracks, and fragmented sheets can be mended with reversible and industry-accepted methods of conservation repair. Repairs are accomplished by two methods:

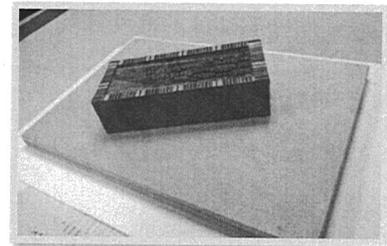
- i. Archival quality mending tissues - After applying a thin coat of a wheat starch paste to the damaged page, the repair tissue (most common is Japanese paper) is applied over the tear and placed on blotting paper to absorb the water. Weights are placed over the mended area to help it dry flat.



Repair paper is torn, (rather than cut) which produces longer fibers for better anchoring to the existing paper.



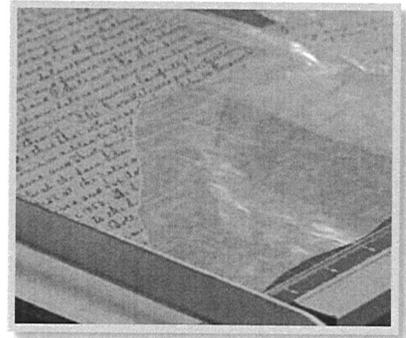
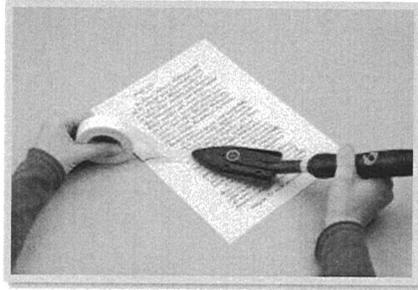
Paste is applied to the existing tear and then the repair tissue is put into place.



Finally, blotter paper is placed over the repair and weights are added so the repair dries flat.

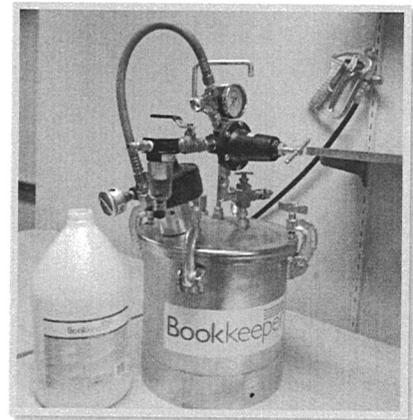
- ii. Filmoplast R Heat Set Tissue - This archival mending tissue is composed of Japanese Paper (which is lignin free) and comes in many sizes. The most convenient size and easiest to work with is tape width. It is often the better alternative for smaller, straight tears or if a large section of a page is missing and requires "filler". It is easily activated and set with a heating iron. The adhesive is ageing-resistant, colorless and non-yellowing. Repairs are also reversible if the need ever arises.

# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES



## De-acidification

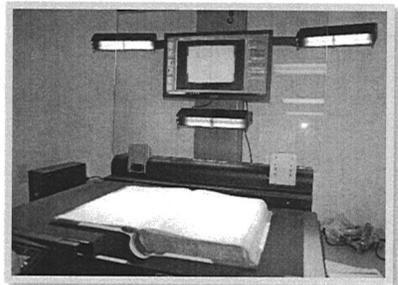
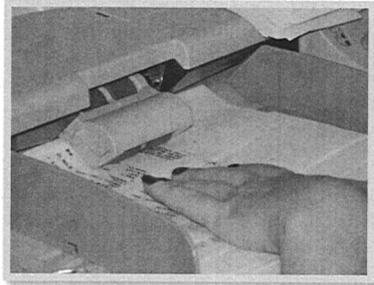
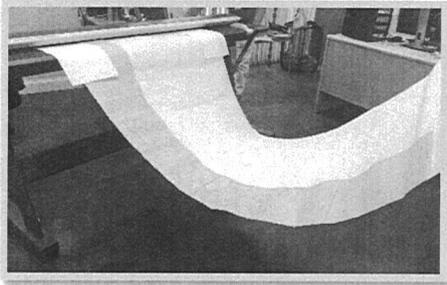
After testing for compatibility, all documents are de-acidified using a commercially prepared, non-toxic, non-aqueous, buffering solution called Bookkeeper. This product, which has been independently tested by multiple laboratories, is approved and used by the Library of Congress. Paper treated with Bookkeeper has an increased life expectancy 3-5 times longer than untreated documents. After the de-acidification process, pages are randomly tested to ensure a pH of 8.5.



## Scanning/Conversion

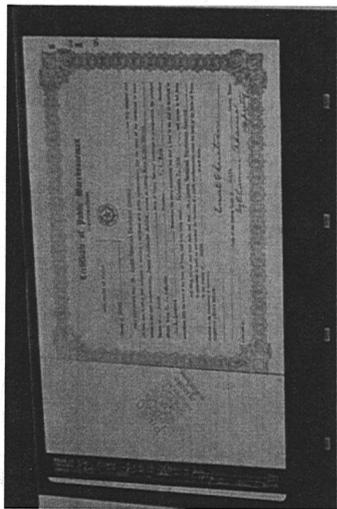
If scanning is required, books/documents are assessed to determine which scanner will be used. Bound books will be scanned on the overhead i2S scanner. Maps can either be scanned on the i2S or on the oversize continuous feed scanner.

# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

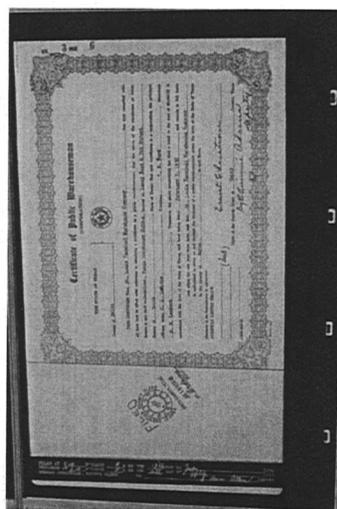


Loose documents (unbound pages) have 2 scanning options. Fragile documents that cannot withstand feeding into roll-fed scanners will be scanned on a flatbed scanner to prevent further damage.

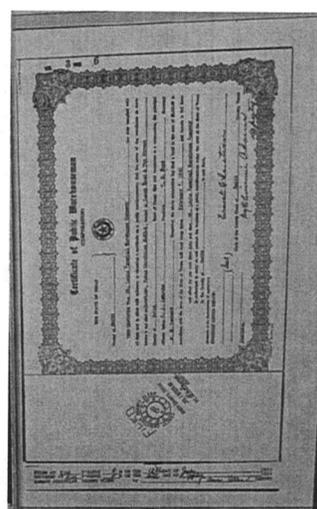
DPS will scan all media at 300 dpi. Initial (raw) images are in greyscale JPEG format. Our image enhancement software automatically de-skews and crops 100% of the scanned pages. These images are converted to TIFF (bi-tonal) images which allows us to complete additional image enhancement to provide the most legible reproductions of the document. This permits us to improve the appearance of faint seals and decrease “background noise”.



Step 1 – RAW scan (JPEG format)



Step 2 – Converted to a bi-tonal TIFF image



Step 3 – Final image after all enhancements and conversion to a fully positive image

JPEG images will provide an exact digital backup of the data contained within the images/pages, and .tiff images will provide superior performance in the imaging

# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

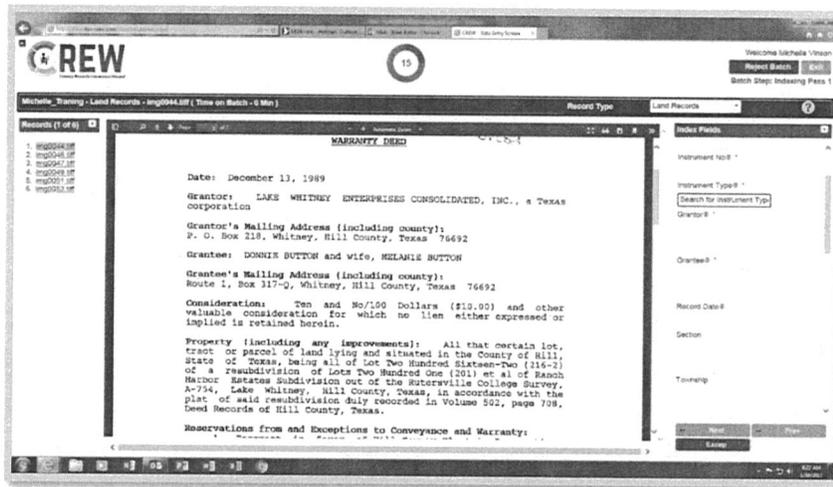
system. DPS will deliver all images per the County's specifications as Group IV .tif or PDFs. DPS will identify record images that will present special image challenges and excessive inferior quality images and will discuss how to proceed with the County.

Once all pages are scanned, Dalia Daly (Digital Preservation Manager) will review images for quality and flag anything that needs to be rescanned. Upon final QC, validation is conducted to ensure that all pages were scanned (including attachments). Then image splitting is completed (separating the records so that only one record at a time is worked with during indexing).

## Indexing

All images are loaded into CREW (County Records Extraction Wizard) as batches for ease of review (30 records max. per batch). Once indexing standards are approved by the County, double-blind indexing begins.

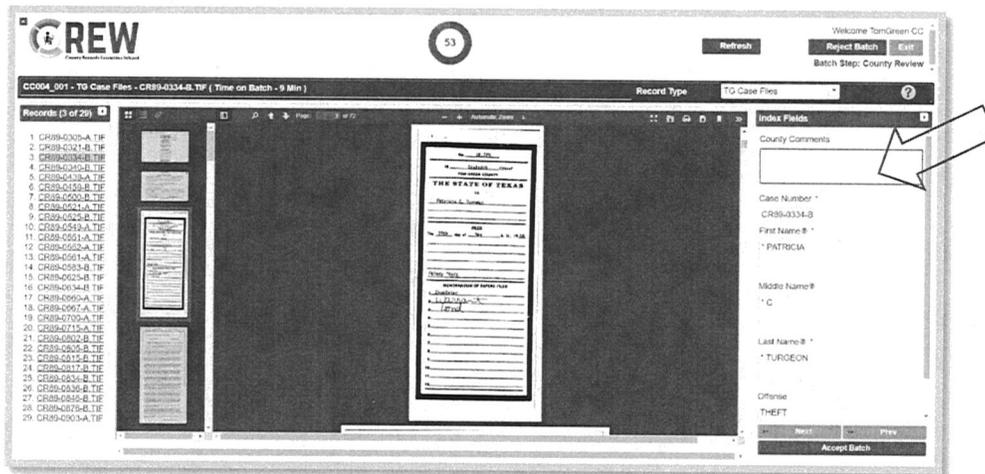
For this particular project we are proposing the following index fields- Grantee, Grantor, Document Type, Legal Description for Typed records will be-Lot and Block, Legal Description for Handwritten Records-See Instrument. Other index fields will be Book Type, Book Volume and Page.



# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

Indexer #1 indexes an entire batch of records, followed by Indexer #2 who also indexes that same batch. Neither indexer has access to what the other keyed. Once complete, the batch moves to QC where a third person who can see what both people indexed reviews the work for accuracy and corrects any errors. Final review is conducted by Nanci Smith (Indexing Manager), scrutinizing for correct word order and spelling. If any corrections need to be made, the batch is sent back to QC for correction.

Once all corrections are made, the batch is marked as “done” and is sent to the County for review. Within CREW, the county can review images for quality and indexing for accuracy. They can make comments accordingly if corrections need to be made, allowing for real-time communication.



Upon County approval, information is exported or saved in the desired format (CD, or USB for hard-delivery or CSV for upload).

## 5. Reconciliation of Records

DPS verifies that we are delivering all the books/records that we picked up by comparing the initial inventory sheets with our final book/document count. Typically, one (1) “old” book will yield two (2) new books.

## 6. Delivery

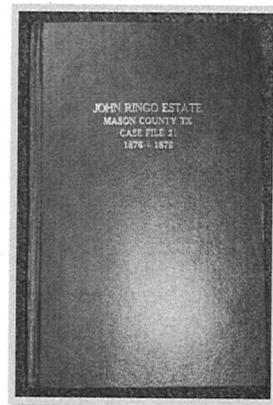
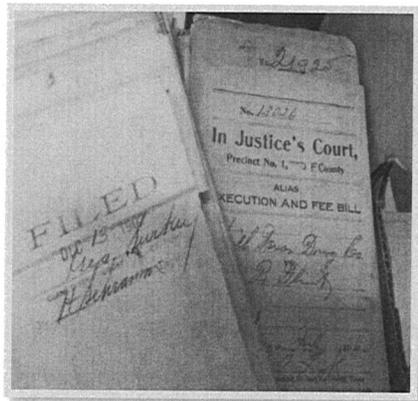
Deliveries will be made on a monthly basis. We will also provide monthly delivery of digital images, either as .tif or PDF or delivered on hard-media (CDs, thumb drives,

# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

etc.). Indexing can be delivered as CSV format or can also be delivered on hard-media.



Not only has DPS worked with a wide variety of documents (land records, ordination records, tax records, birth records, death records, marriage records, DD-214's, case files, marks & brands, shucks, maps, plats, and Photostats) we have also preserved many old and valuable items. The oldest document we have preserved was April 1838 Land Records from Red River County, Republic of Texas. We have also preserved Johnny Ringo documents (famous outlaw cowboy born 1850, died 1882) as well as Monk Gibson documents (last legal hanging in Texas, 1908 – DeWitt County).



HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

## II. BOOK INVENTORY & BUDGET

BOOK INVENTORY-SEE ATTACHED SPREADSHEET

PROJECT PRICING IS DETAILED IN 20 BOOK BATCHES.

DPS will provide the services described in this Statement of Work for the included pricing. Pricing is based on estimated volume. Client will only be charged for actual volumes processed.

Services based on 20 book batches. batches will be approved by County Clerk		Scan, index and Preservation Costs	Total
Volume, A & A2-Vol T Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Book Preservation		\$90,011.10	\$90,011.10
Volume U-Vol 39 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Book Preservation		\$86,674.00	\$86,674.00
Volume 40-Vol 59 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Book Preservation		\$90,109.25	\$90,109.25
Volume 60- Vol 79 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Book Preservation		\$90,418.80	\$90,418.80

# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

Service		Scan, index and Preservation Costs	Total
Volume 80 - Vol 99 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$89,829.90	\$89,829.90
Volume 100 - Vol 119 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$91,928.80	\$91,928.80
Volume 120 - Vol 139 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$67,828.50	\$67,828.50
Volume 140 - Vol 159 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$70,757.60	\$70,757.60
Volume 160 - Vol 179 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$70,847.18	\$70,847.18
Volume 180- Vol 199 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$70,270.65	\$70,270.65

# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

Service		Scan, index and Preservation Costs	Total
Volume 200 - Vol 219 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$70,400.68	\$70,400.68
Volume 220 - Vol 239 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$72,799.25	\$72,799.25
Volume 240 - Vol 259 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$71,370.85	\$71,370.85
Volume 260 - Vol 279 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$70,446.73	\$70,446.73
Volume 280 - Vol 299 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$68,983.13	\$68,983.13
Volume 300 – Vol 319 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$69,347.78	\$69,347.78

# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

Service		Scan, index and Preservation Costs	Total
Volume 320 - Vol 339 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$68,669.65	68,669.65
Volume 340 - Vol 359 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$67,883.03	\$67,883.03
Volume 360 - Vol 379 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$69,467.13	\$69,467.13
Volume 380 - Vol 399 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$70,370.00	\$70,370.00
Volume 400 - Vol 419 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$65,007.13	\$65,007.13
Volume 420 – Vol 439 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$66,476.95	\$66,476.95

# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

Service		Scan, index and Preservation Costs	Total
Volume 440 - Vol 459 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$69,110.15	\$69,110.15
Volume 460 - Vol 479 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$69,711.70	\$69,711.70
Volume 480 - Vol 499 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$73,457.20	\$73,457.20
Volume 500 - Vol 510 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements and Full Preservation		\$46,157.88	\$46,157.58
Volume 511 - Vol 560 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements <u>Preservation not required</u>		\$70,125.00	\$70,125.00
Volume 561 - Vol 610 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements <u>Preservation not required</u>		\$70,125.00	\$70,125.00

## HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

Volume 611 - Vol 660 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements <u>Preservation not required</u>		\$70,125.00	\$70,125.00
Volume 661 - Vol 710 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements <u>Preservation not required</u>		\$70,125.00	\$70,125.00
Volume 711 - Vol 748 Deed Records-Imaging, Indexing, image cleanup, cropping, Image enhancements <u>Preservation not required</u>		\$52,232.13	\$52,232.12
<b>Project Total</b>			\$2,244,525.45
<b>Estimated LGS Final Load Fee-Paid by Ellis County</b>			\$2,500.00
<b>Estimated LGS Test Load Fee-Paid by Ellis County</b>			\$1,500.00

### BILLING/PRICING DEFINITIONS

- 1.0 A page is one side of a piece of paper with writing and/or images on it. A ½ and/or partial page is one side of a piece of paper with writing and/or images on it.
- 2.0 Billing milestones will be broken into batches as agreed upon in the planning stages of this project. Initial Batch size will be 20 Volumes for scanning, indexing and full preservation.

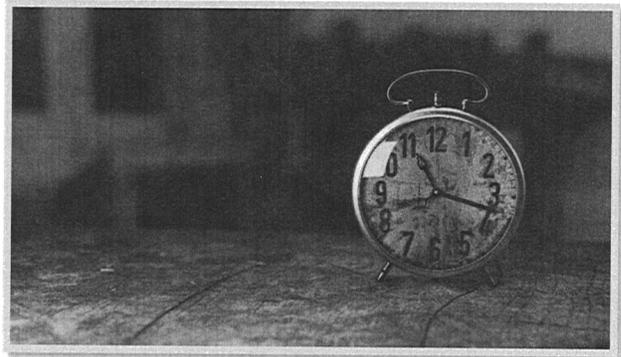
# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

## III. THE TIMELINE

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**PROJECT TIMELINE:** Historic Deed Records Preservation, Scanning and Indexing Volumes A & A2-Vol 510

Historic Deed Records-Vol 511-748 Scanning and Indexing Only-Preservation Not Required



- A. **Pick-Up:** Pick-Up will be scheduled within 48 hours of notification of release of books or files. Pick-up will happen within 5 workdays of notification.
- B. **Receipt and Inventory:** Books will be inventoried and checked-in within 4 hours of arrival at our Irving, TX production facility location.
- C. **Evaluation:** The contents of each book will be evaluated to confirm contents match SOW profile requirements.
  - i. Any items identified as “non-compliant” will be documented and the DPS Project Manager (PM) will be notified immediately.
  - ii. The DPS Project Manager (PM) will contact the appropriate DPS project stake holders and County stake holders. Determination for “non-compliant” records will be case-by-case and not included within this standardized timeline.
- D. **Preservation Processing:** Based on current project analytics and the anticipated start date of March 2020. We anticipate 45 days for full processing and preservation for Deed Volumes in 20 book batches starting with A & A2 thru Vol T. After first batch is completed turnaround time will be 30 days
- E. **Batch Delivery:**  
Every 30 days DPS can deliver the completed volumes to Ellis County Clerk’s Office or deliver fully completed work when all indexing is completed.

# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

## IV. SERVICES SUMMARY

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In addition to book preservation, Data Preservation Solutions offers an array of services centered on data management and information permanence.



### Book Preservation

With over 45 years of bookbinding and restoration experience, our conservators in residence complete all phases of preservation in our facilities. From book cutting and archival cleaning to mending and gold leaf letting, our final products are works of art.



### County Record Scanning

Almost anyone can scan and create digital images with today's technology, but only an experienced team like DPS can ensure quality images and expert indexing so you can easily locate your images decades from now. We scan not only paper, but also microfilm/fiche. Life is messy, but that doesn't mean your records should be.



### Land Record Indexing

Land Records are one of the most frequently searched records within County Government. For this reason, it's imperative that indexing is accurate so that the proper documents can be located. Data Preservation Solutions has designed CREW to streamline this process through step-by-step data indexing, verification and QC functions.



### Land Records & Vitals Software

DPS provides cutting-edge software designed to help County Governments achieve their highest potential. From our intuitive AVID powered by iNSPECT for land records to our Vitals Software, DPS technology products define the future of digital records.



### Property Fraud Alert

Property Fraud Alert is an internet-based system that automatically alerts your constituents, via email or phone, each time there is recording activity on a property owned by them. This early alert gives the victim valuable time to stop someone attempting to commit property fraud

# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

## V. ABOUT THE COMPANY

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Data Preservation Solutions (located in Irving, Texas) is the latest iteration of the Rathe Family legacy of document management businesses that began in Texas as Southern Microfilm Corporation. The family has been providing document imaging and government records management since the 1960s when governments across the county began using microfilm as a means to store official public records. Southern Microfilm Corporation was the initial business, manufacturing one of the first microfilm cameras for County Clerks and Recorders, and lead the way for micrographic services as Photostat and Xerox Copyflo took hold.

*Documents create a paper reality we call proof.*

**-- Mason Cooley**

As microfilm was being edged out by digital technology, their understanding of the underlying "old school" imaging became highly coveted. Not only did they know how the equipment worked, they knew and understood the shortcomings of the storage media – from film to shucks to paper – and how to best preserve the data contained therein.

Beginning in 2000, Data Preservation Solutions and its affiliated subsidiaries began building upon their unique knowledge of micrographics and merged digital technology into its service offerings. Today, DPS has the advantage of a comprehensive understanding of historical county recording systems as well as digital based systems.

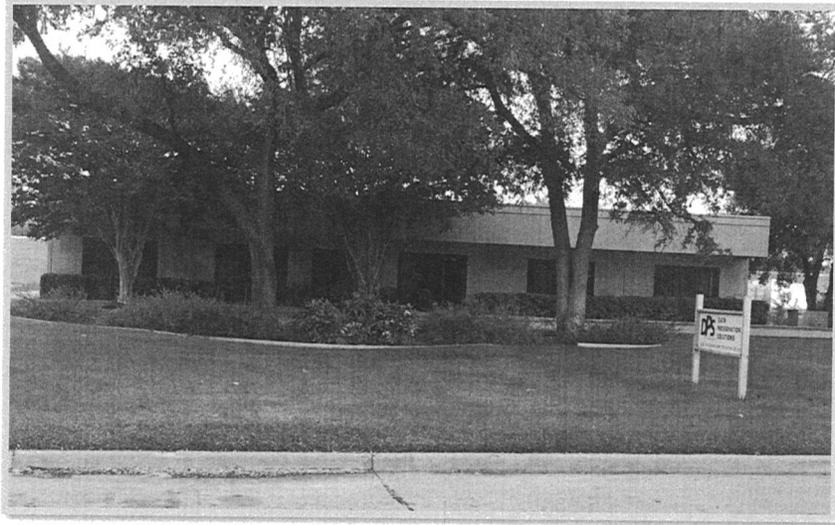
DPS has grown their service offerings to span a vast array of services and solutions focused on county government, including (but not limited to):

- Document Scanning & Indexing
- Historical Book Preservation
- Microfilm/fiche Scanning, Inspection & Washing
- Land Records Software
- Official Property Records/Vitals/Case Files Preservation & Conversion
- Property Fraud Alert

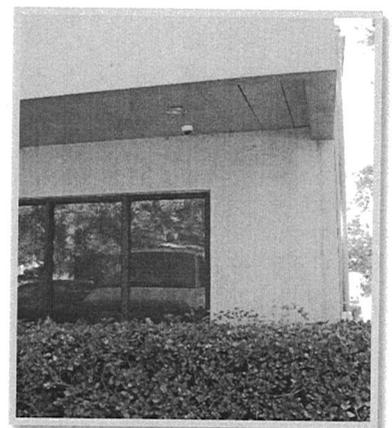
Today, DPS has 2 production facilities located in Irving and Bonham, Texas. Supported by over 50 team members with an average tenure of 21 years in the industry, DPS is dedicated to keeping their partners' operations running as smoothly and efficiently as possible.

## HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

You can rest assured that our facilities provide safety and security for your documents while they're in our custody.

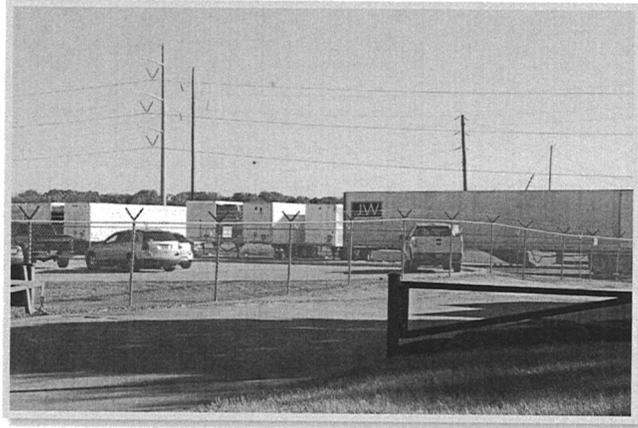


Our climate-controlled headquarters in Irving, Texas is secured with controlled access, motion detectors and video surveillance, providing 24/7 theft and fire protection to all its contents. Consisting of offices to the front, the production/preservation/conservation areas are located toward the rear of the building, providing a buffer from visitors. Locked gates at the entrance prevent access to the facility after hours and exterior lighting and cameras provide an additional deterrent. Our dedicated staff can view the camera footage remotely and is immediately notified via text and voice when an alarm is activated.



## HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

Perimeter fencing with the adjacent Dr. Pepper bottling facility and a greenway to our rear (no building behind) also provide additional protection.



We also constantly monitor the temperature and humidity within the facility to ensure the best environment for the records in our care. We receive alerts if either measurement exceeds our preset limits.



Our staff is fully vetted with pre-employment background checks and adheres to strict, signed confidentiality agreements.

While in our care, all documents are stored in a climate-controlled room and are accessible only to vetted conservation staff. After hours, they are locked in an elevated position in a climate-controlled room within our security-monitored facility.



# HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

## VI. ABOUT THE TEAM

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### **Brian Rathe** CEO/President

Brian has been involved in providing county government solutions for almost 40 years. He began with Southern Microfilm in New Orleans in 1980, where he provided microfilming services (he was the camera operator), indexing and records management services to the Parish and County markets of Louisiana and Texas.

From there, he became the Senior VP of Sales at Racom Information Technologies (the successor to Southern Microfilm) in Dallas, Texas. While at Racom, he expanded into document imaging and data hosting, offering solutions to the growing software recording market for County and District Clerks in Texas.

In 1999, he started DocuData Solutions and grew it into the largest document imaging services provider in the southwest for county government and commercial entities. Their territory encompassed 10 states and nearly 500 employees assisted with digital capture as well as complex indexing, redaction services and digital imaging software.

In 2010 Brian merged the government assets of the predecessor companies into what is today called Data Preservation Solutions (DPS). Along the way DPS has acquired several county government organizations to become highly focused on the Texas County government market for managing and preserving County Clerk and District Clerk records. Today DPS is serving the entire state of Texas from Dallam County to Orange County to Titus County to Cameron County. The team of professionals at DPS have a combined 1000 years of experience serving the data and preservation needs of Texas County and District Clerks.

### **Lance Gonzales** Senior Sales Consultant

Lance began his records management career in the early 1990s as a field service technician for Horizon Micrographics. He advanced from repairing microfilm and microfiche equipment to selling and installing imaging systems. As technology advanced with document scanners and document management software, Lance became one of the top technicians for Horizon and eventually was asked by Canon USA to help develop a training certification program for technicians across the country.

By the early 2000s, Lance was focused on document conversion solutions, primarily for healthcare facilities and government entities. With more than a decade's worth of experience with County Records, Lance has developed a broad understanding of Official Property Record types, methods of imaging, and data capture. He has been responsible for over 100,000,000

## HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

government records being converted from paper to digital images with associated indexes. Today, Lance leads DPS' sales efforts across North America. Clients rely on his micrographics background and historical records perspective and how it can be meshed with today's digital systems.

### **Roger Tinnin**

Senior Sales Consultant

Roger has been involved with Texas County Government Services since 1989, spanning the election aspects (when he worked for Hart InterCivic) all the way to court records. He enjoys the benefits of a diverse background from insurance to construction to customer service, allowing him to consider different points of view and to think outside the box when necessary.

No matter the industry, his priority has always been delivery of top-notch services and products. Since 2010 his primary focus has been on local government and, more specifically, the courts. His knowledge of the unique records within the County and District Clerk's offices is extremely valuable whether you're looking for sound advice to create an inventory and archiving plan or to develop a backfile conversion budget

### **John Rickerby**

Senior Sales Consultant

In the 1990's, John marketed enterprise software for a national vendor specializing in financial, land management and property tax solutions for state and local governments, and later - public utilities, law enforcement, fire, courts and K-12. He joined Hart InterCivic in 2003 to promote elections and records management systems from Texas through the Southeastern U.S.

While at Hart he developed a strong interest in the records management portion of the business. He especially appreciated the historical records maintained by counties that are so important to commerce and citizens, and the immense need to secure and preserve these records. As Hart expanded into digitization services, data entry and preservation, John embraced this and the opportunity to work closely with customers to communicate best practices and help build cost effective plans to digitally capture and preserve these records.

John brings a broad understanding of government agency workflows and a detailed understanding of records management, digital tools and preservation. He is delighted to join the skilled and deeply experienced professionals at DPS and looks forward to working with you to make your project a resounding success and a point of pride for the community

## HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

### **John Simpson** Master Conservator

For over 50 years, John Simpson has been perfecting techniques that have been used for centuries – hand sewn craftsmanship using traditional needles and thread – and combined this old world craftsmanship with modern-day restoration techniques.

1968 – John established his bookbinding operation in Bonham, Texas to specifically serve the Texas County book repair market. Eventually his business grew to serve over 100 counties across Texas and the United States, helping clients like Walraven Bros. Inc. and KPI Printing to private binding for ministers, doctors and lawyers.

His services/expertise include paper cleaning, de-acidification, paper repair, book rebinding & new bindings (buckram, leather or canvas), book building, and archive sleeve protection.

### **John Allen Simpson** Chief Conservator & Artistic Director

John Allen exhibited an artistic flair from an early age, winning awards for his artwork and continuing his passion at East Texas State University (now Texas A & M University in Commerce, TX). After a brief stint teaching, John Allen joined his father, John E. Simpson, to showcase his artistic talents and his attention to detail in the book preservation and conservation industry.

For over 30 years, John Allen has been measuring canvas, leather and other materials for new books and books to be restored. He “rolls gold” the traditional way with a metal wheel and does ink printing the old-fashioned way (when necessary). A true artist, John etches glass as a side interest and has been commissioned to paint artwork for customers from New York to Texas.

His meticulous work and attention to detail naturally carry over to his conservator role, where his artistry will live on in restored and preserved County Records across the United States, primarily in Texas, Oklahoma and New Mexico. From the preparation of fly leaves and backbones to custom covers with rolled gold, John Allen’s work is truly exceptional.

His services/expertise include paper cleaning, de-acidification, paper repair, book rebinding & new bindings (buckram, leather or canvas), rolling gold lettering & artistic designs, and archive sleeve protection.

### **Cody Godden** Project Manager/Operations Manager

Since 2002, Cody has been sharpening his operations, image capture and software applications skills, focusing extensively on the local government sector. Starting as a Document Imaging Analyst with DocuData Solutions, his background includes project development and

## HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

management, data handling, image conversion, software and hardware installations, chain of custody documentation, document preservation, and customer support.

Cody has been responsible for hands-on scanning and restoration of hundreds of historic documents and books in addition to software implementation. He's proficient in archival repair and mending techniques and often pitches in when necessary. His expertise includes document assessment, paper cleaning, de-acidification, paper repair (utilizing Filmoplast tape and mending with Japanese paper and wheat starch paste), and archival storage options (acid-free folders/boxes/sleeves/binders).

### **Dalia Daly**

Image Capture & Enhancing Manager/Co-Preservation Manager

Dalia began her career nearly 30 years ago at Business Records Corporation providing microfilm and indexing services to county customers. Over the years, she has migrated into the digital image and indexing services department where she can utilize her records expertise to digitally restore poor quality images to legible likenesses of their originals.

Since better quality originals produce better quality digital scans, Dalia has also learned to assist with paper repair and mending, making her a valuable preservation team member. Her expertise includes document assessment, paper cleaning and document preparation (removing staples and paper clips), paper repair utilizing Filmoplast R, tear mending using Japanese paper and wheat starch paste.

### **Michelle Vinson**

Preservation Manager

Michelle has been trained in document management for over 20 years by the early pioneers in Texas document imaging & conservation. From documents and film to data and repair, Michelle has made a career of managing large production centers for government records across Texas and the US. Today, Michelle serves as our Preservation Coordinator & Manager, including all initial project assessments and deliverables to our customers.

DPS & Michelle regularly participate in industry conservation & training programs to continue her education. She has studied under our Master Conservator, John Simpson, to learn the intricacies of book preservation. She has also observed preservation techniques by Rebecca Elder (Elder Preservation) and watched numerous webinars on procedures specific to mold and water damaged books. She is actively participating in a Bookbinding Restoration course and continues to pursue other educational events where she can increase her knowledge and hands-on experience.

She also leads staff training on the critical steps involved in County Book Preservation. Her expertise includes document assessment, paper cleaning and document preparation (removing staples, paper clips, tape, etc.), and paper repair techniques

## HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

### **Gladis Flores**

Preservation Stabilization Manager

Gladis recently joined the Data Preservation Solutions family from Kofile Technologies. As a lab technician supervisor at Kofile for 7 years, she was responsible for supervising incoming projects, assigning tasks based on workload and quality control of the preserved items.

She was responsible for the full preservation process through encapsulation. She regularly applied conservation techniques for tape removal (which sometimes involved soaking the pages to soften the adhesive), removal of various attachments, tab replacement on documents, cleaning of documents utilizing acetone and delicate paper repair.

She continues to expand her preservation knowledge here at DPS and is a welcome addition to our team.

### **Nanci Smith**

Indexing Manager

Nanci has been managing indexing projects for the past 10 years. Prior to that, she was a business owner managing a small staff of services employees.

Over the past decade, she has developed the rare ability to quickly recognize public records document styles and index values. This skill has been refined over many years of indexing county records and learning the nuances that come with public records. With her valuable skill set, Nanci played an important role in the creation of the DPS indexing portal called CREW. She understands the customer viewpoint and the critical nature of reviewing the vendors' work (features that were intentionally built into the software). The end result is a very efficient means for reviewing and editing index values.

As the Manager of our Indexing Team, Nanci works very closely with Dalia and her team as the records must be cleaned and validated prior to being imported into CREW. Upon importing into CREW, Nanci is completely in charge of the project until final delivery.

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## HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

Our experienced team holds a collective background in records preservation of over 100 years. Our Conservation Team are all members of AIC (American Institute for Conservation of Historic & Artistic Works). In addition, our entire team are vendor members of the Texas Association of County & District Clerks and the Property Records Industry Association (PRIA). Their varied backgrounds are an invaluable asset and their ability to work together as a unified crew working toward a single goal is the key to their continued success.

## VII. TERMS, CONDITIONS & SIGNATURES

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*The entirety of all books created, digital images created, and indexes created during this project are the exclusive property of Ellis County, Texas. DPS will not retain a copy of, sell, or give away any digital images or indexes processed for the project described in this proposal.*

*This agreement is not effective until executed by all parties.*

### For Judge Todd Little

Authorized Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

### For Data Preservation Solutions

Authorized Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

## HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

The parties agree that the following terms and conditions are part of the DPS Data Preservation Solutions Historic Deed Records Scanning, Indexing and Preservation Project – 20 Book Batches Ellis County Proposal, and are incorporated by reference as if fully set forth therein.

1. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
2. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
3. Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
4. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Ellis County, Texas.
5. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Texas Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to County whether or not the same are available to the public. It is further understood that County its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligations to Data Preservation Solutions for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to County by Data Preservation Solutions in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

## HISTORIC DEED RECORDS SCANNING, INDEXING AND PRESERVATION PROJECT- 20 BOOK BATCHES

6. The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an Agreement whereby County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to the County indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.
7. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.
8. It is understood and agreed that each party shall have the status of an independent contractor under this Agreement and that nothing in this Agreement shall be construed as authorization for either party to act as agent for the other. Neither party shall incur any Liability for any act or failure to act by employees of the other party.
9. Nothing in this contract or terms and condition shall be construed as a waiver of sovereign immunity by Ellis County.
10. The Provider shall defend, indemnify, save, and hold harmless the Ellis County, Texas, and all their officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Provider, or any negligent act or omission of the Provider in performance of the work contemplated by this Contract, including attorney's fees and costs of court.
11. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
12. Data Preservation Solutions shall agree that the County shall, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Vendor involving those transactions relating to this agreement. Data Preservation Solutions shall agree that the County shall have access during normal working hours to all necessary facilities, staff and work space in order to conduct audits. The County shall provide the Data Preservation Solutions with reasonable advance notice of intended audits. The Vendor shall provide records within ten (10) business days or a mutually agreed upon timeline.

**CONTRACT**

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

Agenda Item# \_\_\_\_\_  
Date: May 5, 2020

**WHEREAS**, The proposal package **Bid No. 2020-002** including the **Cover Sheet, Instructions, Specifications, and Proposal Sheet(s)** for the item(s) being published for competitive proposal, were solicited pursuant to Texas Local Government Code 262.021; and

**WHEREAS**, The Ellis County Commissioners Court as the governing body of Ellis County did on May 5, 2020 award a contract to Arcosa Lightweight, for Lightweight Aggregate Grade 3,4, and 5 Materials in quantities and at prices as set forth in the proposal package; and

**THEREFORE**, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

**THAT IN ACCORDANCE** with proposal package **Bid No 2020-002** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

**Texas Law to Apply**

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas. Venue for any disputes regarding this Contract must be filed in the district courts of Ellis County, Texas.

**Prior Agreements  
Superseded**

This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

### **Israel**

In accordance with § 2270.002 of the Texas Government Code, "Vendor Name" 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, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

### **Appropriations Clause**

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

### **Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party and approved by the Commissioners Court.

### **Prompt Payment Act**

Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

**Signatures**

**IN TESTIMONY WHEREOF:** Witness our hands at Waxahachie, Texas, effective as of the date awarded,

Date signed: 4/24/2020

**VENDOR**

**ELLIS COUNTY**

By:   
Authorized Agent

By: \_\_\_\_\_  
Todd Little, County Judge  
Ellis County, Texas

**Attest:**

\_\_\_\_\_  
Ellis County Clerk

Signatures

IN TESTIMONY WHEREOF: Witness our hands at Waskatchie, Texas, effective as of the date awarded.

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

WITNESSED

ELLIS COUNTY

By: \_\_\_\_\_  
Authorized Agent

By: \_\_\_\_\_  
Todd Little, County Judge  
Ellis County, Texas

Attest: \_\_\_\_\_  
Ellis County Clerk



## RESOLUTION FOR GUIDELINES TO OPEN ELLIS COUNTY

WHEREAS, COVID-19 has been recognized globally as a dangerous contagious respiratory virus; and

WHEREAS, President Trump and Governor Abbott declared disasters and have released numerous emergency orders to slow the spread of COVID-19 in Texas, and the Governor's order clearly supersedes any conflicting county or municipal order; and

WHEREAS, Ellis County Commissioners' Court declared a local disaster in Ellis County in response to COVID-19 that expired on April 30<sup>th</sup>; and

WHEREAS, the public health and economic well-being of the citizens of the United States, Texas, and Ellis County have been severely impacted by the effects of COVID-19; and

WHEREAS, President Trump and Governor Abbott have released guidelines for the safe re-opening of America and Texas; and

WHEREAS, Ellis County Commissioners' Court is in full support of President Trump and Governor Abbott's guidelines for re-opening the country; and

WHEREAS, Ellis County has been successful in our mitigation efforts to flatten the COVID-19 curve by following the guidance of medical professionals; and

WHEREAS, the Ellis County Judge formed the Ellis County Economic Recovery Task Force, comprised of more than 35 business owners, non-profit organizations, mayors, and city managers in Ellis County, for the purpose of safely re-opening the local economy; and

WHEREAS, the Ellis County Economic Recovery Task Force has recommended guidelines for local businesses to follow in order to promote safety and to kick-start the local economy; and

**NOW THEREFORE, BE IT RESOLVED**, the Ellis County Commissioner's Court:

- a. Expresses its vigorous support for a strong vibrant local economy;
- b. Applauds the resilience and courage of our Ellis County residents in combating COVID-19;
- c. Prayerfully encourages individuals and families in our community who may be dealing with a financial struggle or uncertainty due to the impact of COVID-19;
- d. Fully embraces the Ellis County Economic Recovery Task Force as a means to empower local business leaders to positively influence thousands of other business owners, managers, and employees in their efforts to re-open business here in Ellis County, in a manner geared toward protecting local workers and customers;
- e. Recognizes that COVID-19 is still a present danger, and only by working together as a community can we protect the vulnerable while rebuilding the economy; and
- f. Therefore, hereby announces that Ellis County is *OPEN FOR BUSINESS* subject to the urging and recommendation of the Ellis County Commissioner's Court to fully comply with the guidance of our medical professionals and the CDC, the leadership of President Trump, and the direction of Governor Abbott through his executive orders and game plan to BEAT COVID-19.

Adopted this 5<sup>th</sup> day of May, 2020:

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

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

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

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

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

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

3.2

## Megan Sauers

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**From:** Ellis County Precinct 3 <pct3@co.ellis.tx.us>  
**Sent:** Wednesday, April 22, 2020 2:19 PM  
**To:** 'Megan Sauers'  
**Cc:** 'County Judge'  
**Subject:** agenda request  
**Attachments:** Resolved.docx; agenda request business resolution April 2020.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Please add this item and backup to the next commissioners court meeting.  
Thank you

# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

**PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.**

The **deadline** for submitting an agenda request with the supporting information is **5:00 pm on the Tuesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

**If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.**

**\*All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

**Please fill out this form completely:**

DATE: 03-14-2020 SUPPORTING DOCUMENT(S) ATTACHED? ( N )

NAME: Paul Perry

PHONE: 972-825-5340

FAX: \_\_\_\_\_

DEPARTMENT

OR

ASSOCIATION: RB3

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 04-21-20

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion of a resolution in support of re-opening businesses in Ellis County.

\* \_\_\_\_\_  
County Attorney Approval

Resolved:

That the Ellis County Commissioner's Court supports the reopening of all lawful businesses in Ellis County.



The Transportation Policy Body for the North Central Texas Council of Governments  
(Metropolitan Planning Organization for the Dallas-Fort Worth Region)

April 23, 2020

The Honorable Todd Little  
County Judge  
Ellis County  
101 W. Main Street  
Waxahachie, TX 75165

The Honorable Hal Richards  
County Judge  
Kaufman County  
100 W. Mulberry  
Kaufman, TX 75142

The Honorable David Hill  
Mayor  
City of Waxahachie  
PO Box 757  
Waxahachie, TX 75168-0757

The Honorable Richard Reno  
Mayor  
City of Midlothian  
104 West Avenue E  
Midlothian, TX 76065

The Honorable Angeline Juenemann  
Mayor  
City of Ennis  
PO Box 220  
Ennis, TX 75120

The Honorable Mark Stanfill  
Mayor  
City of Red Oak  
PO Box 393  
Red Oak, TX 75154

The Honorable Mary Penn  
Mayor  
City of Forney  
PO Box 826  
Forney, TX 75126

The Honorable E. Rick Carmona  
Mayor  
City of Terrell  
PO Box 310  
Terrell, TX 75160

The Honorable Jeff Jordan  
Mayor  
City of Kaufman  
209 S. Washington  
Kaufman, TX 75142

Dear Judges Little and Richards and Mayors Hill, Reno, Juenemann, Stanfill, Penn, Carmona and Jordan:

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Membership on the Regional Transportation Council is either by direct membership or group representation. Each seat on the Regional Transportation Council will be provided a primary member and permitted an alternate member. Ellis County and the Cities of Waxahachie, Midlothian, Ennis and Red Oak and Kaufman County and the Cities of Forney, Terrell, and Kaufman share a seat on the Regional Transportation Council. The RTC's Bylaws and Operating Procedures state that the person representing a group of several cities and counties shall be selected by the county judges using a weighted vote of the maximum population or employment of the counties represented, and the person selected shall serve a two-year term beginning in July of even-numbered years and shall be serving on one of the governing bodies they represent.

April 23, 2020

Per the Bylaws, only the counties are eligible to hold the RTC membership seat for the cluster, and the counties should strongly consider rotation of the seat among the counties. Items to consider when contemplating seat rotation may include: 1) a natural break in a member's government service, such as the conclusion of an elected term, 2) a member's potential to gain an officer position or advance through the officer ranks, 3) a member's strong performance and commitment to transportation planning, or 4) the critical nature of a particular issue or project and its impact on an entity within the cluster.

An alternate member is the individual appointed to represent an entity or group of entities on the Regional Transportation Council in the absence of the primary member. The alternate member must be predetermined in advance of a meeting and will have voting rights in the absence of the primary member. An entity or group of entities may elect to appoint its alternate member(s) from a pool of eligible nominees. The same requirements apply to alternate members as to primary members. If a primary member is an elected official, then the alternate member must also be an elected official; if a primary member is a non-elected individual, then the alternate member can be either a non-elected individual or an elected official. Cities and/or counties within a cluster group are strongly encouraged to reflect diversity in their selections of primary and alternate members as well as membership rotation amongst the group depending on the qualifications of the appointees. For clusters containing both counties and cities, the county that does not hold the primary seat shall appoint the alternate member, unless otherwise mutually agreed.

Your current primary representative on the RTC is Lane Grayson, Commissioner, Ellis County. Your group currently does not have an alternate representative. You may choose to keep your current primary representative or appoint a new primary representative and/or alternate representative. **All appointments, whether a reappointment or new appointment, must be received by June 30, 2020.** Per the RTC Bylaws, the new two-year terms begin in July. Please email ([VPruitt-Jenkins@nctcog.org](mailto:VPruitt-Jenkins@nctcog.org)), mail (P.O. Box 5888, Arlington, TX 76005-5888), or fax (817/640-3028) your correspondence to Vercie Pruitt-Jenkins of NCTCOG. Please note that your designations must be confirmed in writing by the two counties in this group. Once the appointments have been determined by weighted vote, confirmation of the primary and/or alternate member(s) will be provided to your group.

In addition, the Regional Transportation Council has established an Ethics Policy in accordance with Section 472.034 of the Texas Transportation Code. This policy applies to both primary and alternate RTC members, whether elected or non-elected. All RTC members must also adhere to Chapter 171 of the Local Government Code and to the Code of Ethics from their respective local governments and public agencies. Please remind your representatives to be cognizant of these policies and codes.

We understand that each of you are currently dealing with guidelines and restrictions related to the Caronavirus or COVID-19 pandemic, we are transmitting this request in advance with the hope that it will help you to provide your designations by the **June 30, 2020**, deadline. Entities that have not responded by the end of May will be reminded to provide their designation. Due to Regional Transportation Council Chair Andy Eads' current focus on responsibilities related to COVID-19, this correspondence is being transmitted on the Chair's behalf.

April 23, 2020

Please contact Vercie Pruitt-Jenkins at [VPruitt-Jenkins@nctcog.org](mailto:VPruitt-Jenkins@nctcog.org) or 817/608-2325 if you have any questions. We look forward to hearing from you.

Sincerely,



Michael Morris, P.E.  
Director of Transportation

VPJ  
Enclosure

cc: The Honorable Lane Grayson, Commissioner, Ellis County (RTC Primary Member)  
Mr. Tony Carson, City Manager, City of Forney  
Mr. Chris Dick, City Manager, City of Midlothian  
Mr. Todd Fuller, City Manager, City of Red Oak  
Ms. Laura Hughes, County Clerk, Kaufman County  
Mr. Mike Sims, City Manager, City of Terrell  
Mr. Michael Scott, City Manager, City of Waxahachie  
Mr. Michael T. Slye, City Manager, City of Kaufman  
Ms. Krystal Valdez, County Clerk, Ellis County  
Mr. David Willard, Interim City Manager, City of Ennis

RTC MEMBERSHIP STRUCTURE

<u>City</u>	<u>2018 Population</u>	<u>2014 Employment</u>	<u>Maximum of Population &amp; Employment</u>
<b>City Membership</b>			
Plano	281,390	274,623	281,390
McKinney	179,970	58,005	179,970
Anna	13,690	534	13,690
Princeton	10,560	1,645	10,560
Fairview	9,520	1,968	9,520
Melissa	9,580	1,325	9,580
Allen	96,870	39,278	96,870
Lucas	7,710	2,101	7,710
Wylie	49,500	19,940	49,500
Rowlett	58,830	13,289	58,830
Sachse	58,830	1,960	58,830
Murphy	20,010	3,623	20,010
Frisco	172,940	74,099	172,940
Prosper	22,650	3,077	22,650
Little Elm	42,040	4,486	42,040
The Colony	42,090	8,576	42,090
Celina	13,090	1,820	13,090
Providence Village	6,550	322	6,550
Dallas	1,286,380	1,126,984	1,286,380
University Park	22,890	13,536	22,890
Highland Park	8,520	5,272	8,520
Garland	236,030	101,932	236,030
Addison	15,760	66,566	66,566
Richardson	110,140	130,960	130,960
Irving	237,490	288,487	288,487
Coppell	41,100	42,084	42,084
Mesquite	143,350	61,034	143,350
Balch Springs	24,660	6,183	24,660
Seagoville	16,180	5,666	16,180
Sunnyvale	5,540	5,155	5,540
Grand Prairie	189,430	84,554	189,430
Duncanville	39,470	16,227	39,470
DeSoto	52,870	19,240	52,870
Cedar Hill	47,480	16,201	47,480
Lancaster	37,880	13,267	37,880
Glenn Heights	11,680	1,114	11,680
Hutchins	5,950	4,084	5,950
Carrollton	132,330	107,662	132,330
Farmers Branch	31,590	78,393	78,393
Denton	130,990	76,474	130,990
Sanger	8,400	4,287	8,400
Corinth	21,030	6,429	21,030
Lake Dallas	7,260	1,811	7,260
Lewisville	104,780	68,798	104,780
Flower Mound	73,130	34,187	73,130
Highland Village	15,540	5,396	15,540
Fort Worth	829,560	504,040	829,560
Arlington	383,950	212,737	383,950
N. Richland Hills	67,530	27,093	67,530
Richland Hills	7,920	6,055	7,920
Haltom City	42,740	23,793	42,740
Watauga	23,610	5,813	23,610
White Settlement	17,380	9,029	17,380
River Oaks	7,310	1,880	7,310
Lake Worth	4,730	6,125	6,125

**2018 RTC Membership Structure (Continued)**

Westworth Village	2,620	1,097	2,620
Saginaw	21,730	10,131	21,730
Azle	12,140	4,554	12,140
Sansom Park	5,050	857	5,050
Keller	44,940	15,242	44,940
Grapevine	49,240	92,774	92,774
Southlake	29,580	32,998	32,998
Colleyville	25,010	10,358	25,010
Westlake	1,380	6,360	6,360
Trophy Club	11,370	1,173	11,370
Roanoke	8,330	8,135	8,330
Hurst	38,410	21,743	38,410
Euless	55,170	20,205	55,170
Bedford	48,600	30,660	48,600
Mansfield	65,660	31,353	65,660
Benbrook	22,760	7,238	22,760
Forest Hill	12,840	3,749	12,840
Crowley	14,660	5,648	14,660
Everman	6,090	1,766	6,090
Kennedale	7,420	4,006	7,420
<b>Total</b>	<b>6,021,400</b>	<b>4,009,266</b>	<b>6,245,137</b>

**Allocation for City Seats**

**Seat Threshold Based on Combined  
Higher of Population or Employment  
Resulting RTC City Seats**

**2018 Population by County Grouped By RTC Seats**

**County Membership**

	<b>2018 Population</b>
<u>Collin County</u>	969,730
<u>Dallas County</u>	2,529,150
<u>Denton County</u>	844,260
<u>Tarrant County</u>	1,989,810
<u>Ellis County</u>	183,360
Ennis	18,910
Waxahachie	35,550
Midlothian	30,400
Red Oak	12,790
<u>Kaufman County</u>	119,670
Forney	20,280
Kaufman	6,730
Terrell	16,650
<b>Combined Ellis and Kaufman Populatio</b>	<b>303,030</b>
<u>Johnson County</u>	168,890
Burleson	44,860
Cleburne	30,230
Keene	6,290
Joshua	6,770
<u>Hood County</u>	65,060
Granbury	9,520
<b>Combined Johnson and Hood Populatio</b>	<b>233,950</b>
<u>Hunt County</u>	95,960
Commerce	8,260
Greenville	27,060
<u>Rockwall County</u>	97,990
Rockwall	43,750
Heath	8,180
Royse City	12,060
Fate	13,240
<b>Combined Hunt and Rockwall Populatio</b>	<b>193,950</b>

## RTC MEMBERSHIP STRUCTURE

<u>Parker County</u>	131,210
Weatherford	27,900
Mineral Wells	16,790

<u>Wise County</u>	62,700
Decatur	6,600
Bridgeport	<u>6,150</u>

<b>Combined Parker and Wise Population</b>	<b>193,910</b>
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### County Membership Total

DART  
DCTA  
FWTA  
DFW Airport  
TxDOT Dallas  
TxDOT Fort Worth  
NTTA

### Transportation Providers

### Total Members

*Data Based on NCTCOG 2018 Population Estimates and 2014 Employment Estimates*

3.6

Comp Time Report  
Commissioner's Court  
05/05/2020

The Comp Time Balance after the last pay date in February 2020 was:

- 7,669 hours with a cash liability of \$180,724

The Comp Time Balance after the last pay date in March 2020 was:

- 7,471 hours with a cash liability of \$175,897

Changes since last payroll in January 2020:

- Overall balance decreased by 332 hours with a cash liability decrease of \$4,827
- The Sheriff's Office saw a decrease during this time period of 30 hours, while the Jail experienced a decrease of 265 hours
- Net result for the Sheriff's office was a decrease of 295 comp time hours balance, decreasing the cash liability by \$4,785
- 10 departments saw an increase in their comp time balances in the months of February and March (down from 18)
- 6 departments with a comp time balance over 100 hours – Sheriff, Jail, Tax Office, Juvenile Probation, Fire Marshall, and RB3.
- There are now 64 people (decrease of 2) with a balance of 40 + comp time hours; including 15 people (decrease of 3) with more than 100 hours.

Respectfully,  
Theresa Taylor  
Human Resources Director