

COMMISSIONERS COURT AGENDA REQUEST

A.2

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-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd 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 **12:00 noon on the Wednesday 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: December 20, 2024 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Cheryl Chambers, Ellis County Treasurer

PHONE: 972-825-5127 FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Treasurer

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: January 7, 2025 **Consent Agenda**

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Review and Approval of October 2024 Monthly Treasurers Report

TREASURER'S REPORT ON THE ELLIS COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF CHERYL CHAMBERS
TREASURER OF ELLIS COUNTY

COMMISSIONER'S COURT
ELLIS COUNTY, TEXAS

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of Ellis County, certify that on January 7, 2025, we compared and examined the monthly report of CHERYL CHAMBERS, Treasurer of Ellis County, Texas, for October 2024, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$89,907,542.90.

Todd Little, County Judge

Randy Stinson, Commissioner Pct. 1

Lane Grayson, Commissioner Pct. 2

Louis Ponder, Commissioner Pct. 3

Kyle Butler, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Todd Little, County Judge and County Commissioners of said Ellis County, each respectively, on this the 7th day of January, 2025.

Attest: Krystal Valdez, County Clerk,
Clerk of the Commissioners Court in
and for Ellis County, Texas

MONTHLY TREASURER REPORT
OCTOBER 2024

FUND	FUND NAME	BEGINNING CASH BANK BALANCE	RECEIPTS	DISBURSEMENTS	JOURNAL ENTRIES	MATURE/ (INVEST) INVESTMENTS	ENDING CASH BANK BALANCE	INVESTMENTS BALANCE	TOTAL BALANCE
1	General	(6,740,293.37)	1,098,361.62	8,074,702.77	45,556.00	9,855,000.00	(3,816,078.52)	36,922,663.42	33,106,584.90
2	Road Improvement	16,193.23	507.89				16,701.12	2,210,407.92	2,227,109.04
3	Road & Bridge 1	80,090.57	76,342.20	139,317.83			17,114.94	2,928,117.67	2,945,232.61
4	Road & Bridge 2	45,800.66	76,342.19	69,859.87			52,282.98	2,908,019.41	2,960,302.39
5	Road & Bridge 3	32,158.39	76,342.13	613,617.82		525,000.00	19,882.70	616,589.49	636,472.19
6	Road & Bridge 4	146,391.23	76,342.12	139,101.64			83,631.71	2,181,893.18	2,265,524.89
7	Adult Probation	212,100.80	127,736.92	184,872.64	(8,682.00)		146,283.08	1,363,287.74	1,509,570.82
8	Juvenile Probation	(42,062.68)	269,937.36	316,575.03		170,000.00	81,299.65	285,178.32	366,477.97
9	FM #1	69,993.86	21,448.42	362,418.77		275,000.00	4,023.51	3,263,168.59	3,267,192.10
10	FM #2	116,870.96	1,946.88	163,909.66		75,000.00	29,908.18	846,606.28	876,514.46
11	FM #3	51,856.61	1,946.89	101,001.66		50,000.00	2,801.84	846,742.20	849,544.04
12	FM #4	65,747.39	2,208.88	460,399.92		400,000.00	7,556.35	1,407,455.66	1,415,012.01
13	Lateral Road	9.31	44,526.34				44,535.65	462,458.28	506,993.93
14	County & District Court Tech	2,881.99	282.00				3,163.99	48,583.07	51,747.06
15	Justice Court Tech	9,611.03	1,446.85				11,057.88	238,544.92	249,602.80
16	DC Archives Records Mgmt	1,525.92	70.00				1,595.92	190,432.44	192,028.36
17	Jury	22,643.34	4,022.89	47,138.50			(20,472.27)	26,055.34	5,583.07
18	Permanent Improvements	3,860,037.65	7,167.13	2,632,163.85			1,235,040.93	3,087,292.00	4,322,332.93
19	Law Library	81,369.89	13,294.75	35,119.83			59,544.81	-	59,544.81
21	Records Management	191,811.10	40,180.00	15,808.80			216,182.30	2,559,852.13	2,776,034.43
22	CC Archives Records Mgmt	236,820.55	39,750.00				276,570.55	1,806,958.53	2,083,529.08
23	ROW Available	56,845.57					56,845.57	271.52	57,117.09
24	Fire Marshall Special Fund	22,243.93	3,475.00	1,249.74			24,469.19	206,736.46	231,205.65
25	Right of Way 2008	0.00					0.00	-	0.00
26	District Court Records Tech	2,380.00	140.00				2,520.00	257,323.39	259,843.39
27	Road District #1	0.00					0.00	956,086.88	956,086.88
28	Road District #5	0.00					0.00	16,992.33	16,992.33
29	Road District #16	0.00					0.00	221,864.86	221,864.86
30	DA Check Processing	(1.86)	1.98				0.12	149,715.88	149,716.00
31	DA Drug Forfeiture	26,378.16	1,827.45				28,205.61	305,929.66	334,135.27
32	General Records Mgmt/Pres	68,263.84	8,566.05				76,829.89	931,326.44	1,008,156.33
33	Courthouse Security	65,245.76	9,395.00				74,640.76	508,592.69	583,233.45
34	Court Rec. Preservation S1.7	22,553.34	3,508.16				26,061.50	196,089.52	222,151.02
35	JP Court Bldg Security	0.00					0.00	-	0.00
36	Election Admin. Fees	137,212.74	4,120.74	1,310.50			140,022.98	15,815.88	155,838.86
37	Series 1993 Interest & Sinking	0.00					0.00	-	0.00
38	Series 2007 Interest & Sinking	993.72	4,404.12	825.00			4,572.84	554,338.16	558,911.00
39	Grant Pass Through	0.00					0.00	-	0.00
40	Series 07 Bond Project	(0.00)					(0.00)	-	(0.00)
41	HIDTA	0.00					0.00	-	0.00
42	Sheriff Federal Drug Forfeiture	9,702.47	20.54				9,723.01	697,501.95	707,224.96
43	County Clerk Vitals Pres	4,419.03	767.00				5,186.03	44,345.58	49,531.61
44	Hazard Mitigation Grant	0.00					0.00	-	0.00
45	Community Corrections	63,840.16		22,310.23			41,529.93	-	41,529.93
46	Sheriff Seizure	25.46	0.06				25.52	185,473.40	185,498.92
47	Sheriff Drug Forfeiture	16,006.90	8,859.52				24,866.42	406,338.90	431,205.32
48	District Attorney Seizure	8,254.79	19,988.32	26,616.46			1,626.65	428,845.09	430,471.74
49	JCC	0.00					0.00	-	0.00
50	Civil Supervision	22,739.73	18,513.53	16,755.80			24,497.46	242,048.44	266,545.90
53	Court Facility Fee	47,473.20	6,840.00				54,313.20	156,912.97	211,226.17
55	Opioid Settlement	9.64	0.02				9.66	122,460.39	122,470.05
56	Constable #2 Forfeiture	1,510.90	3.20				1,514.10	-	1,514.10
57	Constable #1 Forfeiture	181.28					181.28	-	181.28
58	Constable #4 Forfeiture	0.00					0.00	-	0.00
59	Law Enforcement Block Grant	0.00					0.00	-	0.00
61	Truancy & Prevention	10,169.88	1,639.66				11,809.54	69,256.71	81,066.25
63	American Rescue Plan	186,879.34	131.16	455,865.38		509,801.00	240,946.12	15,196,286.14	15,437,232.26
65	Diversion Program	1,473.50					1,473.50	-	1,473.50
66	JJAEP	60,561.25	6,764.83	34,099.79			33,226.29	0.00	33,226.29
68	Vehicle Fund	2,848,304.90		26,739.03			2,821,565.87	0.00	2,821,565.87
71	Treasurer Held Property	20,780.46	25.52				20,805.98	0.00	20,805.98
72	Levee #2	6.46	0.77	49,889.75		49,890.00	7.48	255,797.06	255,804.54
73	Levee #3	6.13	0.01				6.14	439,728.65	439,734.79
74	Levee #4	8,588.67	18.18				8,606.85	0.00	8,606.85
75	Juvenile Probation Fees	83,119.50					83,119.50		83,119.50
76	Subdivision Inspection Fees	2,775.00					2,775.00		2,775.00
79	Chapter 47 Seizure Fund	82,870.00	175.48				83,045.48		83,045.48
80	SB22 Sheriff	506,747.37	834.89	259,840.62			247,741.64		247,741.64
81	SB22 District Attorney	29,113.88		7,819.93		275,000.00	296,293.95		296,293.95
91	Unclaimed Property	59,722.08	126.46				59,848.54		59,848.54
125	Constable 1 LEOSE	0.00					0.00		0.00
126	Constable 2 LEOSE	2,941.71					2,941.71		2,941.71
127	Constable 3 LEOSE	1,203.82					1,203.82		1,203.82
128	Constable 4 LEOSE	2,419.06					2,419.06		2,419.06
129	Sheriff LEOSE	21,472.39					21,472.39		21,472.39
130	DA LEOSE	1,913.44					1,913.44		1,913.44
131	Language Access Fund	41,164.04	1,215.00				42,379.04		42,379.04
132	Court Reporter Services	87,287.00					87,287.00		87,287.00
TOTALS		3,097,357.07	2,081,566.11	14,259,330.82	36,874.00	12,184,691.00	3,141,157.36	86,766,385.54	89,907,542.90

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 12.30.24 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Krystal Valdez

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 01.07.25

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

<p>1. Approval of Commissioners' Court regular meeting minutes from December 23, 2024.</p>
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ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – DECEMBER 23, 2024

THE ELLIS COUNTY COMMISSIONERS COURT MET ON MONDAY, DECEMBER 23, 2024, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2ND FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

MEMBERS PRESENT:

COUNTY JUDGE TODD LITTLE

COUNTY CLERK: MANDY HOCUTT, DEPUTY

COMMISSIONERS:

PRECINCT 1 COMMISSIONER RANDY STINSON

PRECINCT 3 COMMISSIONER LOUIS PONDER

PRECINCT 4 COMMISSIONER KYLE BUTLER

OPENING COURT:

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

MOTION TO OPEN COURT BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE: *PRECINCT 4 COMMISSIONER KYLE BUTLER*

RECOGNITIONS:

- R.1 PRESENTATION OF THE EXEMPLARY SERVICE AWARD TO AN OUTSTANDING ELLIS COUNTY CITIZEN.
- R.2 SPECIAL RECOGNITION FOR JANICE HIX FOR HER CONTRIBUTIONS IN THE ELLIS COUNTY TAX OFFICE.

CONSENT AGENDA: MINUTE ORDER 580.24

ADMINISTRATIVE:

- A.1 APPROVING OF REGULAR BILLS, PAYROLL, AND OFFICERS' REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.2 APPROVING OF THE COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM DECEMBER 10, 2024. – *COUNTY CLERK KRYSTAL VALDEZ*
- A.3 ACCEPTING OF THE NOVEMBER 2024 CASH AUDIT REPORTS, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §115.002. – *COUNTY AUDITOR STACI PARR*
- A.4 APPROVING TO RE-APPOINT JAMES MORRISON AND WALTER SAMPLE TO EMERGENCY SERVICES DISTRICT #1 FOR A TWO-YEAR TERM BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2026. – *FIRE MARSHAL TIM BIRDWELL*
- A.5 APPROVING TO RE-APPOINT JOHN BINFORD AND RONALD RUSSEL TO EMERGENCY SERVICES DISTRICT #2 FOR A TWO-YEAR TERM BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2026. – *FIRE MARSHAL TIM BIRDWELL*
- A.6 APPROVING TO RE-APPOINT JOSEPH BARRETT, VINCENTE GUERRERO, AND ALBERT GARCIA TO EMERGENCY SERVICES DISTRICT #3 FOR A TWO-YEAR TERM BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2026. – *FIRE MARSHAL TIM BIRDWELL*

- A.7 APPROVING TO RE-APPOINT KOREY COX AND BRIAN HENSON TO EMERGENCY SERVICES DISTRICT #4 FOR A TWO-YEAR TERM BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2026. – *FIRE MARSHAL TIM BIRDWELL*
- A.8 APPROVING TO RE-APPOINT ALFRED LEMON, DALLAS DIAL, AND LARRY HUTSON TO EMERGENCY SERVICES DISTRICT #5 FOR A TWO-YEAR TERM BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2026. – *FIRE MARSHAL TIM BIRDWELL*
- A.9 APPROVING TO RE-APPOINT CHARLES MCCORMACK, WILLIAM HOWELL, AND DALE WALLING TO EMERGENCY SERVICES DISTRICT #6 FOR A TWO-YEAR TERM BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2026. – *FIRE MARSHAL TIM BIRDWELL*
- A.10 APPROVING TO RE-APPOINT ZACH CRASE AND EDWARD MCFADDEN TO EMERGENCY SERVICES DISTRICT #7 FOR A TWO-YEAR TERM BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2026. – *FIRE MARSHAL TIM BIRDWELL*
- A.11 APPROVING TO RE-APPOINT ROBERT GRIMES AND CARRIE BOYD TO EMERGENCY SERVICES DISTRICT #8 FOR A TWO-YEAR TERM BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2026. – *FIRE MARSHAL TIM BIRDWELL*
- A.12 APPROVING TO RE-APPOINT GREG PENNY, PAUL BURNS, AND ZACKARY ZETT TO EMERGENCY SERVICES DISTRICT #9 FOR A TWO-YEAR TERM BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2026. – *FIRE MARSHAL TIM BIRDWELL*
- A.13 APPROVING OF THE DEPARTMENT OF DEVELOPMENT’S (DOD) MONTHLY FINANCIAL REPORT FOR NOVEMBER 2024, AS REQUIRED BY CHAPTER 114.044 OF THE TEXAS LOCAL GOVERNMENT CODE. – *DEPARTMENT OF DEVELOPMENT DIRECTOR ALBERTO MARES*
- A.14 APPROVING OF THE ENGINEERING DEPARTMENT’S MONTHLY FINANCIAL REPORT FOR NOVEMBER 2024, AS REQUIRED BY CHAPTER 114.044 OF THE TEXAS LOCAL GOVERNMENT CODE. – *DEPARTMENT OF ENGINEERING INTERIM DIRECTOR ALBERTO MARES*
- A.15 APPROVING OF THE ELECTED OFFICIAL BOND FOR JOSEPH GALLO, JUDGE, COUNTY COURT AT LAW 3, FOR A TERM OF FOUR YEARS BEGINNING JANUARY 1, 2025 AND ENDING JANUARY 1, 2029, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 604. – *COUNTY JUDGE TODD LITTLE AND COUNTY CLERK KRYSTAL VALDEZ*
- A.16 APPROVING OF THE ELECTED OFFICIAL BOND FOR JAMES A. BRYANT, JUSTICE OF THE PEACE–ELECT, PRECINCT 4, FOR A TERM OF TWO YEARS BEGINNING JANUARY 1, 2025 AND ENDING JANUARY 1, 2027, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 604. – *COUNTY JUDGE TODD LITTLE AND COUNTY CLERK KRYSTAL VALDEZ*
- A.17 APPROVING OF THE ELECTED OFFICIAL BOND FOR LINDY BEATY, COUNTY ATTORNEY-ELECT, FOR A TERM OF FOUR YEARS BEGINNING JANUARY 1, 2025 AND ENDING JANUARY 1, 2029, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 604. – *COUNTY JUDGE TODD LITTLE AND COUNTY CLERK KRYSTAL VALDEZ*
- A.18 APPROVING OF THE ELECTED OFFICIAL BOND FOR RICHARD ROZIER, TAX ASSESSOR-COLLECTOR, FOR A TERM OF FOUR YEARS BEGINNING JANUARY 1, 2025 AND ENDING JANUARY 1, 2029, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 604. – *COUNTY JUDGE TODD LITTLE AND COUNTY CLERK KRYSTAL VALDEZ*
- A.19 APPROVING OF THE ELECTED OFFICIAL BOND FOR BRAD NORMAN, SHERIFF, FOR A TERM OF FOUR YEARS BEGINNING JANUARY 1, 2025 AND ENDING JANUARY 1, 2029, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 604. – *COUNTY JUDGE TODD LITTLE AND COUNTY CLERK KRYSTAL VALDEZ*
- A.20 APPROVING OF THE ELECTED OFFICIAL BOND FOR RANDY STINSON, COMMISSIONER, PCT 1, FOR A TERM OF FOUR YEARS BEGINNING JANUARY 1, 2025 AND ENDING JANUARY 1, 2029, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 604. – *COUNTY JUDGE TODD LITTLE AND COUNTY CLERK KRYSTAL VALDEZ*

- A.21 APPROVING OF THE ELECTED OFFICIAL BOND FOR LOUIS PONDER, COMMISSIONER, PCT 3, FOR A TERM OF FOUR YEARS BEGINNING JANUARY 1, 2025 AND ENDING JANUARY 1, 2029, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 604. – *COUNTY JUDGE TODD LITTLE AND COUNTY CLERK KRystal VALDEZ*
- A.22 APPROVING OF THE ELECTED OFFICIAL BOND FOR ROY CALLENDER, CONSTABLE, PCT 1, FOR A TERM OF FOUR YEARS BEGINNING JANUARY 1, 2025 AND ENDING JANUARY 1, 2029, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 604. – *COUNTY JUDGE TODD LITTLE AND COUNTY CLERK KRystal VALDEZ*
- A.23 APPROVING OF THE ELECTED OFFICIAL BOND FOR CASEY BORDERS, CONSTABLE, PCT 2, FOR A TERM OF FOUR YEARS BEGINNING JANUARY 1, 2025 AND ENDING JANUARY 1, 2029, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 604. – *COUNTY JUDGE TODD LITTLE AND COUNTY CLERK KRystal VALDEZ*
- A.24 APPROVING OF THE ELECTED OFFICIAL BOND FOR CURTIS POLK, JR., CONSTABLE, PCT 3, FOR A TERM OF FOUR YEARS BEGINNING JANUARY 1, 2025 AND ENDING JANUARY 1, 2029, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 604. – *COUNTY JUDGE TODD LITTLE AND COUNTY CLERK KRystal VALDEZ*
- A.25 APPROVING OF THE ELECTED OFFICIAL BOND FOR MARK BOUNDS, CONSTABLE, PCT 4, FOR A TERM OF FOUR YEARS BEGINNING JANUARY 1, 2025 AND ENDING JANUARY 1, 2029, PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 604. – *COUNTY JUDGE TODD LITTLE AND COUNTY CLERK KRystal VALDEZ*
- A.26 APPROVING OF THE FOLLOWING APPOINTMENTS AND RE-APPOINTMENTS TO THE ELLIS COUNTY HISTORICAL COMMISSION FOR A TWO-YEAR TERM BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2026, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 318:
- CHAIR: DAVID SACHA
 - MARKER CHAIR: SHARAN FARMER
 - CEMETERY CHAIR: RAYMOND MOSLEY
 - BOARD MEMBERS AT LARGE: ELMERINE BELL, KENDRA BLAKELY, REX CAREY, KAREN CARREON, BILL DODSON, KAREN ESBERGER, BRUCE FOWLER, ERIK HARMON, MICHELLE HAYE, CARLENE PERRYMAN, KAMERON RABURN, COREY ROGAN, SUSIE TOAL, LOGAN TREADAWAY, GEORGE VALDEZ, AND JOHN WEDEL
- *COUNTY JUDGE TODD LITTLE AND ELLIS COUNTY HISTORICAL COMMISSION CHAIR DAVID SACHA*
- A.27 APPROVING OF A RESOLUTION TO AUTHORIZE ISSUANCE OF SENIOR LIVING REVENUE BONDS TO THE NEW HOPE CULTURAL EDUCATION FACILITIES FINANCE CORPORATION (SUPERIOR LIVING FOUNDATION PROJECT), PURSUANT TO INTERNAL REVENUE CODE SECTION 147 (F). – *COUNTY JUDGE TODD LITTLE*

FINANCIAL CONSENT:

- F.1 FY2025 LINE-ITEM TRANSFER – *ENGINEERING DEPARTMENT INTERIM DIRECTOR ALBERTO MARES*
 DECREASE 001-0375-508080 (AUTO OIL/GAS) BY \$1,750.00
 INCREASE 001-0375-508020 (EQUIPMENT) BY \$1,750.00
- F.2 FY2025 LINE-ITEM TRANSFER – *DEPARTMENT OF DEVELOPMENT DIRECTOR ALBERTO MARES*
 DECREASE 001-0060-508080 (AUTO OIL/GAS) BY \$350.00
 INCREASE 001-0060-508210 (UNIFORM) BY \$350.00

MOTION TO APPROVE BY JUDGE LITTLE, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

REGULAR AGENDA – DISCUSSION, CONSIDERATION AND ACTION:

DEPARTMENT OF DEVELOPMENT

MINUTE ORDER 581.24 (1.1) APPROVING TO RELEASE A LETTER OF CREDIT AND ACCEPT INFRASTRUCTURE FOR OAK CREEK RANCH. THE ± 129.014-ACRE SITE IS LOCATED NEAR THE INTERSECTION OF FM 875 & SKINNER ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MIDLOTHIAN, ROAD & BRIDGE PRECINCT NO. 4.

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 582.24 (1.2) ACCEPTING A PERFORMANCE BOND FOR THE PROPOSED OAK CREEK RANCH PHASE TWO. THE ± 155.277-ACRE SITE IS LOCATED ± 1,050 FEET SOUTH OF THE INTERSECTION OF SKINNER ROAD AND FM 85, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 4.

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 583.24 (1.3) APPROVING A PLAT OF OROPEZA ADDITION, LOTS 1 AND 2, BLOCK A. THE PROPERTY CONTAINS ± 5.013 ACRES OF LAND, LOCATED ± 4,400 FEET WEST OF THE INTERSECTION OF FM 878 AND IKE ROAD, LOCATED IN THE JB & ANN ADAMS SURVEY, ABSTRACT NO. 5, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 1.

MOTION TO APPROVE BY COMMISSIONER STINSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 584.24 (1.4) RATIFYING STAFF ACTION ON A PLAT OF MARKHAM ESTATES, LOT 1, BLOCK A. THE ± 1.086-ACRE SITE IS LOCATED ± 4,640 FEET SOUTHWEST OF THE INTERSECTION OF FM 1181 AND HOOPER CEMETERY ROAD, SITUATED IN THE ALEJANDRO DE LA GARZA SURVEY, ABSTRACT NO. 2, ENNIS, ROAD AND BRIDGE PRECINCT NO. 2.

MOTION TO APPROVE BY COMMISSIONER STINSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 584.24 (1.5) APPROVING A PLAT OF TEES ESTATES, LOTS 1-3, BLOCK A. THE PROPERTY CONTAINS ± 3.952 ACRES OF LAND, LOCATED ± 1,845 FEET SOUTHWEST OF THE INTERSECTION OF GILLESPIE ROAD AND TEES ROAD, SITUATED IN THE WILLIAM GIBSON SURVEY, ABSTRACT NO. 413, ITALY, ROAD AND BRIDGE PRECINCT NO. 2.

MOTION TO APPROVE BY COMMISSIONER STINSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 586.24 (1.6) APPROVING A PLAT OF POLSON ESTATES, LOTS 1, 2, & 3, BLOCK A. THE PROPERTY CONTAINS ± 7.811 ACRES OF LAND, LOCATED ± 3,600 FEET NORTHEAST OF THE INTERSECTION OF SUN RIDGE ROAD AND EAST ENNIS AVENUE, LOCATED IN THE AMANDA CARROLL

SURVEY, ABSTRACT NO. 234, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT NO. 2.

MOTION TO APPROVE BY COMMISSIONER STINSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 587.24 (1.7) APPROVING A PLAT OF THE PRUETT ADDITION, LOTS 1 & 2, BLOCK 1. THE PROPERTY CONTAINS ± 9.8933 ACRES OF LAND, LOCATED ± 650 FEET NORTHEAST OF THE INTERSECTION OF RIVER ROAD AND OZRO ROAD, LOCATED PARTLY IN J.M. KITCHEN SURVEY, ABSTRACT NO. 598, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MAYPEARL, ROAD AND BRIDGE PRECINCT NO. 3.

MOTION TO APPROVE BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 588.24 (1.8) APPROVING TO RATIFY STAFF ACTION ON A PLAT OF ALVAREZ ADDITION, LOT 1 & 2, BLOCK A. THE 9.108-ACRE SITE IS LOCATED AT THE NORTHWEST INTERSECTION OF SMITH ROAD AND JACKSON ROAD, SITUATED IN THE MARGERET CHEEK SURVEY, ABSTRACT NO. 219, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MAYPEARL, ROAD AND BRIDGE PRECINCT NO. 4.

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 589.24 (1.9) APPROVING THE AMENDMENT PLAT OF MATTHEWS FARMS ADDITION, PHASE ONE LOT 7, BLOCK B. THE ± 2.00-ACRE SITE IS LOCATED ± 960 FEET NORTHEAST OF THE INTERSECTION OF MARION ROAD AND RANCH HOUSE ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MAYPEARL, ROAD AND BRIDGE PRECINCT NO. 4.

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

PURCHASING

MINUTE ORDER 590.24 (2.1) GRANTING AN EXEMPTION UNDER LGC §262.024 (A)(7) FOR INMATE CLASSIFICATION SOFTWARE FROM NORTHPOINT, INC., DBA EQUIVANT AS THE SOLE SOURCE.

MOTION TO APPROVE BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 591.24 (2.2) APPROVING TO RENEW THE AGREEMENT FOR INMATE CLASSIFICATION SOFTWARE FROM NORTHPOINT, INC., DBA EQUIVANT, UTILIZING THE EXEMPTION GRANTED UNDER LGC §262.024 (A)(7), IN AN AMOUNT OF \$60,336.00.

MOTION TO APPROVE BY JUDGE LITTLE, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

ADMINISTRATIVE

MINUTE ORDER 592.24 (3.1) APPROVING OF A RESOLUTION SUPPORTING A MINOR RENOVATION TO THE ELLIS APPRAISAL DISTRICT FACILITY. – *COUNTY JUDGE TODD LITTLE*

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECONDED BY COMMISSIONER STINSON, MOTION CARRIED

MINUTE ORDER 593.24 (3.2) APPROVING TO PARTICIPATE IN TEXAS ASSOCIATION OF COUNTIES (TAC) CYBERSECURITY TRAINING PROGRAM AND FOR THE COUNTY JUDGE TO SIGN THE AGREEMENT. THE COST IS TO BE PAID IN AN AMOUNT OF \$5 PER EMPLOYEE WHO COMPLETES THE TRAINING. – *HUMAN RESOURCES DIRECTOR SHARON MANCILLA*

MOTION TO APPROVE BY COMMISSIONER STINSON, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 594.24 (3.3) APPROVING TO TEMPORARILY INCREASE THE SALARY OF ALBERTO MARES, DIRECTOR OF DEVELOPMENT, BY 10% TO REFLECT HIS ADDITIONAL RESPONSIBILITIES AS THE ACTING HEAD OF THE COUNTY ENGINEER DEPARTMENT. THIS ADJUSTMENT WILL BECOME EFFECTIVE ON JANUARY 1, 2025 AND WILL REMAIN IN EFFECT UNTIL A NEW COUNTY ENGINEER IS APPOINTED. – *HUMAN RESOURCES DIRECTOR SHARON MANCILLA*

MOTION TO APPROVE BY COMMISSIONER STINSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

MINUTE ORDER 595.24 (3.4) APPROVING TO ADD ONE (1) ADDITIONAL CASH DRAWER TO THE DEPARTMENT OF DEVELOPMENT. – *COUNTY AUDITOR STACI PARR*

MOTION TO APPROVE BY COMMISSIONER STINSON, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

RECESS TO EXECUTIVE SESSION **2:46 P.M.**

MOTION TO RECESS BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

EXECUTIVE SESSION

THE COMMISSIONERS COURT OF ELLIS COUNTY RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED IN THIS AGENDA, IN THE ORDER DEEMED APPROPRIATE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE 551, OR TO SEEK THE ADVICE OF ITS ATTORNEY AND/OR OTHER ATTORNEYS REPRESENTING ELLIS COUNTY ON ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE COMMISSIONERS COURT UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH TEXAS GOVERNMENT CODE CHAPTER 551 OR AS OTHERWISE MAY BE PERMITTED UNDER 551.

- 4.1 PURSUANT TO GOVERNMENT CODE §551.071(1), CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING TCEQ MATTERS, SPECIFICALLY PENDING TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEMS PERMITS (TPDES) AND PENDING PETITIONS FOR THE CREATION OF MUNICIPAL UTILITY DISTRICTS (MUDs).
- 4.2 PURSUANT TO GOVERNMENT CODE §551.071(2), CONSULTATION WITH LEGAL COUNSEL ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS RULES OF DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER, REGARDING A LETTER RECEIVED FROM LOCAL GOVERNMENT SOLUTIONS, LP.

RECONVENED TO REGULAR SESSION 3:52 P.M.

MOTION TO RECONVENE BY COMMISSIONER PONDER, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

ADJOURNMENT 3:53 P.M.

MOTION TO ADJOURN BY COMMISSIONER BUTLER, SECONDED BY COMMISSIONER PONDER, MOTION CARRIED

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON DECEMBER 23, 2024, ARE HEREBY APPROVED.

PRESIDING OFFICER:

TODD LITTLE, COUNTY JUDGE

RANDY STINSON, COMMISSIONER, PCT 1

LANE GRAYSON, COMMISSIONER, PCT 2

LOUIS PONDER, COMMISSIONER, PCT 3

KYLE BUTLER, COMMISSIONER, PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 7TH DAY OF JANUARY 2025.

KRYSTAL VALDEZ, COUNTY CLERK

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at 2:00 p.m. every other Tuesday. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd 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 12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified. 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: 12/19/24 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: TODD LITTLE

PHONE: 972-825-5011 FAX: 972-825-5012

DEPARTMENT OR ASSOCIATION: COUNTY JUDGE

ADDRESS: 101 WEST MAIN STREET

PREFERRED DATE TO BE PLACED ON AGENDA: 1/7/24

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

APPROVAL OF YEARLY CONTRIBUTION IN THE AMOUNT OF \$62,000.00 TO THE MEALS ON WHEELS NORTH CENTRAL TEXAS, INC FOR FY25. FUNDING WILL COME FROM THE COMMUNITY SUPPORT LINE.

Meals on Wheels North Central Texas, Inc.
203 Kimberly Dr
Cleburne, TX 76031 US
+18888696325
accounting@mownct.org
www.mownct.org



BILL TO
Ellis County Commissioners Court
County Courthouse
Attn: Shannan Lampier
101 W Main St
Waxahachie, TX 75165

INVOICE 202410-08

DATE 10/01/2024 TERMS Net 30

DUE DATE 10/31/2024

DESCRIPTION	QTY	RATE	AMOUNT
FY2025 Ellis County Commissioners Court Grant	1	62,000.00	62,000.00

TOTAL DUE \$62,000.00

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 12/20/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Brad Norman

PHONE: 972-825-4972 FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Sheriffs Office

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 01/07/2025

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

****CONSENT AGENDA - FINANCIAL****
Accept Estray Revenue (\$2,530.72) as Unanticipated.

****SPECIAL BUDGET REQUEST****
INCREASE - 001-0010-508700 Estray by \$2,530.72

Pursuant to Texas Local Government Code §111.0108, unanticipated revenue certified by County Auditor.



ELLIS COUNTY LINE ITEM ADJUSTMENT
FISCAL YEAR 2024-2025

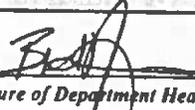
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2024/2025 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0330-409930	Estray Revenue	\$ 2,530.72
	TOTAL	\$ 2,530.72

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-508700	Estray	\$ 2,530.72
	TOTAL	\$ 2,530.72


 Signature of Department Head

December 20, 2024
 Date Signed

010 / SO
 Department

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

APPROVED THIS _____ DAY OF _____, 2024

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

Approved by County Auditor's Office: Patricha Bremer



Ellis County Treasurer
Cheryl Chambers
101 W. Main Street, Suite 203
Waxahachie TX 75165
Phone: (972) 826-6127

Official Receipt

Receipt Number:
R2024-02996

Receipt Date
11/22/2024

Received From: ELLIS COUNTY SHERIFF - ESTRAY FUNDS

Comments: 11/21/2024 ECSO ESTRAY FUNDS: 24-AC06617 BULL

Description	Account #	Amount
ECSO		\$2,650.72
ESTRAY	001-0330-409930	2650 72

Check 108999	\$2,650.72	Total Amount	\$2,650 72
		Total paid	\$2,650 72
		Change	\$0 00

Issued By: LHartley *HL* Batch: B11222024-00247

Feed-Feed Pen
ly & Night Service

Cell 903-654-0202
Home 254-678-3533

HUBBARD LIVESTOCK MARKET, LLC
Fully Bonded & Insured For Your Protection
P O Box 502 • Hubbard, Texas 76648
Office 254-576-2584 • Fax 254-576-2378

Cell 903-654-8399
Home 254-678-1816

108999

SALES EVERY MONDAY AT 1 P.M.

WE ACT AS AGENTS ONLY

Seller 29

ELLIS CO. SHERRIF'S DEPT

11/18/24

PF 16903

HEAD	TAG	DESC	COMMENTS	BUYER	WGT	PRICE	AMOUNT
1	140	BLK BULL		HW 15B	1980	142.00	2,811.60
1 Totals					1980		2,811.60
	Sex	Head	Weight	Avg Wgt	Avg Prc	Avg Pr/Hd	
	BULL	1	1980	1980.00	142.00	2811.60	

General Feed Charge:

45.00

TNSUR. 14.62 Beef Pro 1.00 Brnd Ins 0.95 Tx Bf Pr 1.00
Comm 98.41 Deds 160.88 Net 2,650.72

THANK YOU FOR CHOOSING HLM!! WE APPRECIATE YOUR BUSINESS!!!
PER IS PERKINS CATTLE

HUBBARD LIVESTOCK MARKET, LLC
DEVON PERKINS • JOHN PERKINS
Sale Every Monday Bonded For Your Protection
P O Box 502 • Hubbard Texas 76648
Office 254-576-2584 • Fax 254-576-2378

No. 108999
Check No. 108999
11/18/2024

Two Thousand Six Hundred Fifty Dollars and 72 Cents

*****2,650.72

HUBBARD LIVESTOCK MARKET, LLC
(CUSTODIAL ACCOUNT)
FOR SHIPPERS PROCEEDS

Pay To The Order Of

ELLIS CO. SHERRIF'S DEPT
300 S JACKSON ST
WAXAHACHIE, TX 75165

Devon Perkins

COMMUNITY NATIONAL BANK & TRUST
Member FDIC

⑈108999⑈ ⑆111920765⑆ ⑈16 611 1⑈



ELLIS COUNTY SHERIFF'S OFFICE

Brad Norman, Sheriff

300 S. Jackson

Waxahachie, Texas 75165

972-825-4901 / FAX 972-825-4941

December 16, 2024

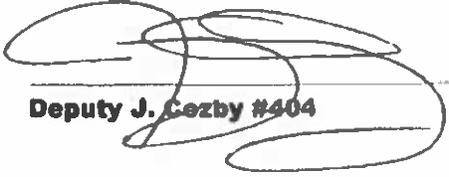
Re: 24-AC06617 (Estray Angus Bull)

Attached is Invoice# 220 for the amount of \$2,530.72 for damages incurred on the property of Michael and Elizabeth McEwen by this estray bull during the time they had it penned up on their property.

The estray sold at public sale at Hubbard Livestock Market on November 18, 2024. Hubbard issued a check to our office in the amount of \$2,650.72. This check was deposited on November 21, 2024. Due to this invoice, I am requesting a check be made out to Michael McEwen in the amount of \$2,530.72. This amount is the total check minus our \$120 impound fee.

At this time, there are no other outstanding charges or bills due on this estray.

Thank you,


Deputy J. Cozby #404

Patricha Bremer

From: Debra Brown <debra.brown@elliscounty.texas.gov>
Sent: Friday, December 20, 2024 12:05 PM
To: Staci Parr; Patricha Bremer
Subject: Line Item Adjustment - Estray Rev to Estray
Attachments: Line Item Adjustment - Estray Rev to Estray.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This is to move money received on a bull sold at Hubbard Livestock. The party that rounded up the bull had damage to their property. I am moving the money over to cover the cost being paid for the damage.

If you have any questions please let me know.

Thanks,

Debra Brown
Admin Assistant
Ellis County Sheriff's Office
972-825-4972

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 12/30/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Staci Parr

PHONE: 972-825-5123 FAX: 972-825-5124

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 01/07/2025

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

<p>**Consent Agenda - Financial** FY2025 - Line Item Transfer</p> <p>DECREASE 001-0613-508020 Equipment by \$318.29 INCREASE 001-0613-508120 Radlo by \$318.29</p>



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2024-2025

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2024-2025 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0613-508020	EQUIPMENT	\$ 318.29
	TOTAL:	\$ 318.29

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0613-508120	RADIO	\$ 318.29
	TOTAL:	\$ 318.29

Centor Polk Jr

Signature

12/20/2024

Date

ELLIS CO. CONSTABLE OFFICE PCT. 3

Department

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

APPROVED THIS _____ DAY OF _____,

_____ COUNTY JUDGE

_____ COMMISSIONER PCT. 1

_____ COMMISSIONER PCT. 2

_____ COMMISSIONER PCT. 3

_____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:

Sara A. Parr

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 12/31/2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Staci Parr

PHONE: 972-825-5123

FAX: 972-825-5124

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: _____

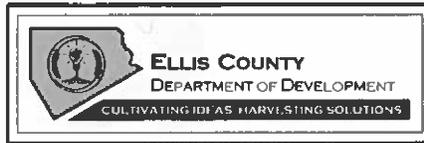
PREFERRED DATE TO BE PLACED ON AGENDA: 01/07/2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

****Consent Agenda - Financial**
FY2025 - Line Item Transfer**

DECREASE 001-001-505020 - Salaries - Full Time by \$200,000.00

INCREASE 001-0010-505022 - Overtime Pay - \$200,000.00



Department of Development Agenda Items
Ellis County Commissioners' Court -
January 7, 2025
2:00 PM

CONSENT AGENDA

REGULAR AGENDA

Agenda Item No. 1.1

Discussion, consideration, and action on a replat of Crestview Estates Addition, Second Section, First Installment, Lot 8BR1, Lot 8BR2, Block G, being a replat of Crestview Estates, Second Section, First Installment, Lot 8, Block G. The ± 3.517-acre site is located ± 530 feet southwest of the intersection of FM 983 and Summerall Lane, Red Oak, Road and Bridge Precinct No. 1.

Agenda Item No. 1.2

Discussion, consideration, and action to ratify staff action on a plat of Northstar Addition, Lot 1, Block A. The ± 1.046-acre site is located ± 450 feet west of the intersection of Ring Road and FM 387, situated in the J. Stroop Survey, Abstract No. 142, Waxahachie, Road and Bridge Precinct No. 1.

Agenda Item No. 1.3

Discussion, consideration, and action to ratify staff action on a plat of RCV Investments Addition, Lot 1, Block A. The ± 1.073-acre site is located ± 600 feet west of the intersection of Ring Road and FM 387, situated in the J. Stroop Survey, Abstract No. 142, Waxahachie, Road and Bridge Precinct No. 1.

Agenda Item No. 1.4

Discussion, consideration, and action on a replat of Suburban Estates, Lot 72R being a replat of Suburban Estates Lot 72. The ± 3.517-acre site is located ± 530 feet southwest of the intersection of FM 983 and Summerall Lane, Red Oak, Road and Bridge Precinct No. 1.

Agenda Item No. 1.5

Discussion, consideration, and action to ratify staff action on a final plat of Crystal Bridges Estates, Lots 1-3, Block A. The ± 6.336-acre site is located north of the intersection of Matthews Road and North Armstrong Road, situated in the Adam T. Miller Survey, Abstract No. 716, and located in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Road and Bridge Precinct No. 4.

EXECUTIVE SESSION

- MUD updates
- Selinger v. Ellis County (if necessary)

ELLIS COUNTY COMMISSIONERS COURT		January 7, 2025	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Crestview Estates Addition, 2nd Section, 1st Installment, Lots 8BR1 & 8BR2, Block G Replat Pct. No. 1 AGENDA ITEM NO. 1.1		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:
 Discussion, consideration, and action on a replat of Crestview Estates Addition, Second Section, First Installment, Lot 8BR1, Lot 8BR2, Block G, being a replat of Crestview Estates, Second Section, First Installment, Lot 8, Block G. The ± 3.517-acre site is located ± 530 feet southwest of the intersection of FM 983 and Summerall Lane, Red Oak, Road and Bridge Precinct No. 1.

- CASE TYPE:**
- Bond/Letter of Credit
 - Plat/Plat-related
 - Regulation Amendment
 - Variance Request
 - Misc.

PARCEL ID OR ADDRESS:
 Parcel ID No. 149545

APPLICANT(s):
 Emeregilda & Albino Maulion

- ATTACHMENTS:**
- 1) Location Map
 - 2) Plat
 - 3) Staff Review Letter

- STAFF RECOMMENDATION:**
- Approved, as presented**
 - Approved w/ conditions
(See Analysis section)
 - Disapprove

- PROPOSAL & BACKGROUND INFORMATION:**
- The Commissioners' Court approved the replat of Crestview Estates Addition, Second Section, First Installment, Lot 8, Block G on October 9, 1995. This is the second replat on this property.
 - The purpose of this replat is to create one (1) additional lot for a total of two (2) lots for residential use.
 - The City of Red Oak approved the ETJ petition withdrawal request for this property on May 13, 2024 (Resolution No. 24-040R).

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Summerall Lane	Local (60')	Previously dedicated	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Rockett SUD	4-inches	11/14/2024

NOTICE REQUIREMENTS (if applicable):

NEWSPAPER	WEBSITE	SURROUNDING
Waxahachie Sun 12/04;12/11;12/18	12/04	12/05 47 certified notices mailed

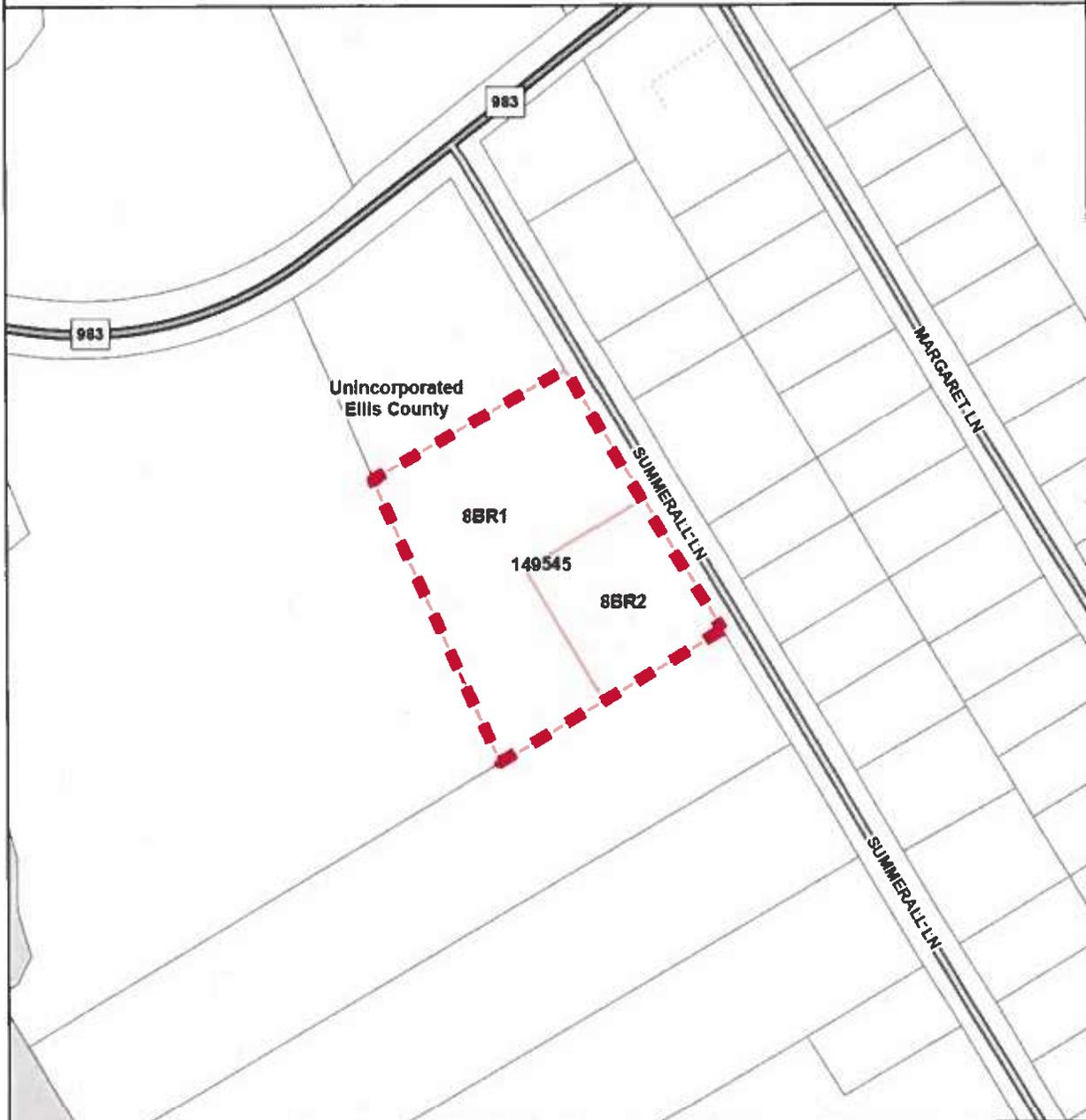
ANALYSIS:
 Staff reviewed this plat and conditionally approved the initial submittal on December 9, 2024, provided the conditions are met within Attachment No. 3.

Since the letter was sent, the applicant has met all conditions, and staff recommends approval, as presented.

Ratification from the Commissioner's Court is needed to finalize the approval process.

Name: **Crestview Addition Replat**
 Case Number:
 Parcel ID: **149545**

Department of Development
 Case Location Map
 Date Printed: **12/26/2024**



Cases
 Cases
Lots
 Lots
Defined Areas
 Defined Areas

County Line
 County Line
City Limits
 City Limits
Parcels
 Parcels

Road Centerlines
 Major Arterial
 Minor Arterial
 Driveway



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Ellis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Coordinate System: Projection: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Units: Foot US

96 719929°W 32 493815°N Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 12/26/2024 C:\Users\nick.magnis\Desktop\DOD_Templates\DOD_Templates.aprx



DEPARTMENT OF DEVELOPMENT
Ellis County
109 S. Jackson St. Waxahachie, TX 75165

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

December 9, 2024

Emergilda & Albino Maulion
Crestview Addition Replat
116 Summerail Ln
Red Oak, TX 75154

Re: Plat Application Submission Action for Crestview Addition Replat (Parcel ID 149545)

The Department of Development (DoD) received your plat application for Crestview Addition Replat Lot 8BR1 and 8BR2, Block G on November 25, 2024, for 2 proposed lots on ± 3.517 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Remove City of Red Oak throughout the plat.
2. Label the road frontage on lot 8BR1.
3. Update the FEMA Firm number and date.
4. Remove top line of plat title block "Replat of Lot 8, Block G"

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **December 23, 2024**.

Staff will need the items listed below delivered to our office no later than **Friday, December 20, 2024, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**

Please contact me if you have any additional questions.

Thank you,

Elsa M Sieg
Elsa M Sieg

Planner I

Ellis County Department of Development

Phone: 972-825-5460

Email: elsa.sieg@co.ellis.tx.us

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development
Sara Garcia, Assistant Director/Planning Manager
Crimilda Aguilar-McAdams, Permit & Planning Technician

**Any approval issued in error or item missed that does not conform to the adopted regulations does not invalidate said regulation & still requires compliance.*

ELLIS COUNTY COMMISSIONERS COURT		January 7, 2025	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	Northstar Addition, Lot 1, Block A Pct. No. 1 AGENDA ITEM NO. 1.2		

CAPTION:

Discussion, consideration, and action to ratify staff action on a plat of Northstar Addition, Lot 1, Block A. The ± 1.046-acre site is located ± 450 feet west of the intersection of Ring Road and FM 387, situated in the J. Stroop Survey, Abstract No. 142, Waxahachie, Road and Bridge Precinct No. 1.

CASE TYPE:

Bond/Letter of Credit
 Plat/Plat-related
 Regulation Amendment
 Variance Request
 Misc.

PARCEL ID OR ADDRESS:
Parcel ID No. 289911

APPLICANT(s):
RCV Investments LLC and Ezzy Custom Homes LLC

ATTACHMENTS:

- 1) Location Map
- 2) Plat
- 3) Staff Review Letter

STAFF RECOMMENDATION:

Approved, as presented
 Approved w/ conditions
(See Analysis section)
 Disapprove

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to plat the property to create one (1) residential lot.
- The City of Waxahachie approved the ETJ petition withdrawal request for this property on October 16, 2023 (Ordinance No. 3406).

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
FM 387	Major (100'-120')	10'	Yes

WATER SOURCE:

PROVIDER	LINE SIZE	DATE OF CONFIRMATION
Rockett SUD	24 inches	10/25/2024

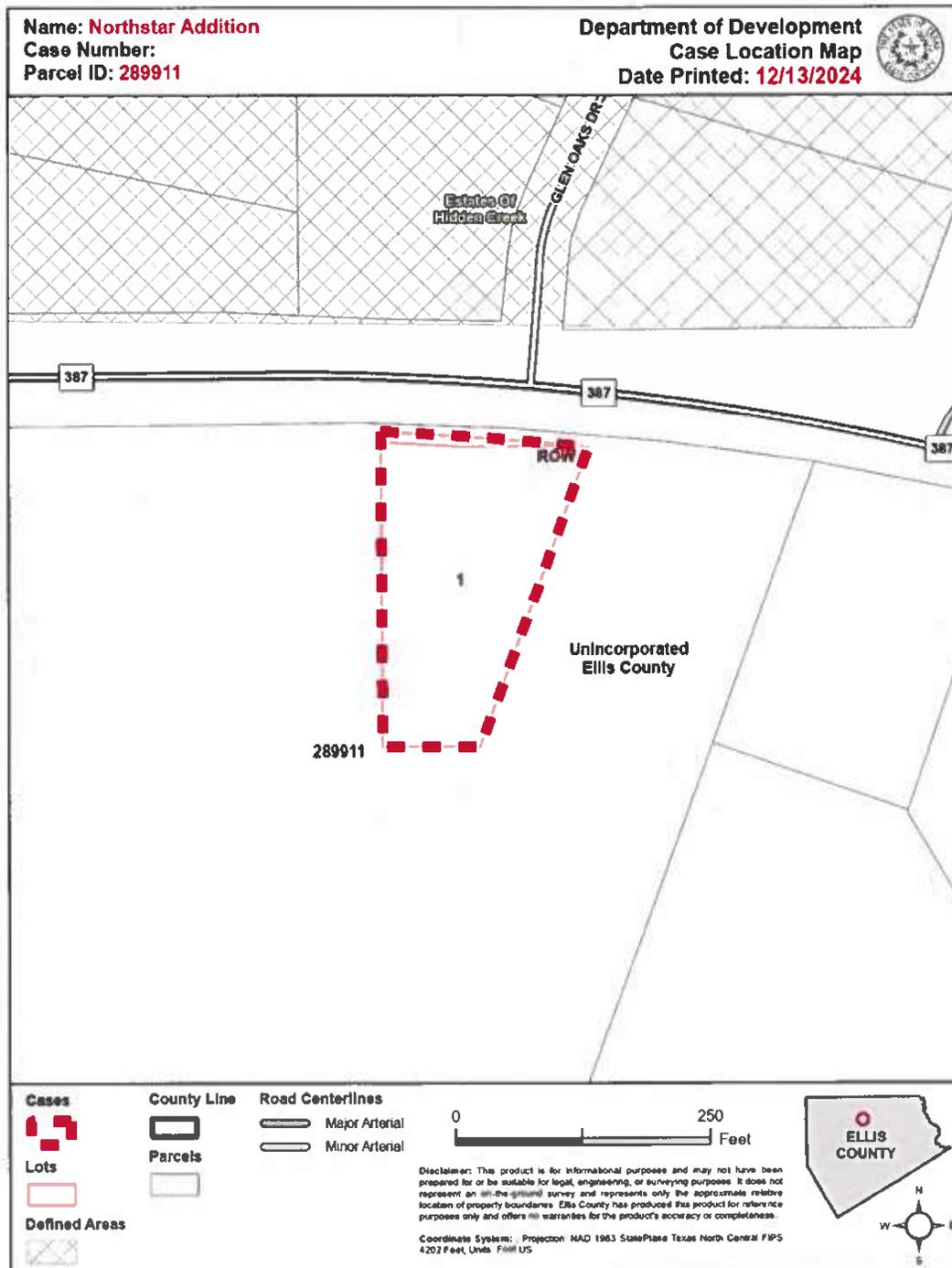
NOTICE REQUIREMENTS (if applicable):

NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

ANALYSIS:

Staff reviewed this plat and **conditionally approved** the initial submittal on December 20, 2024, provided the conditions are met as listed in Attachment No. 3.

Ratification from the Commissioners Court is needed to finalize the approval process.





DEPARTMENT OF DEVELOPMENT
Ellis County
109 S. Jackson St. Waxahachie, TX 75165

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

December 20, 2024

RCV Investments LLC and
EZZY Custom Homes
262 Robnett Rd
Waxahachie, TX 75165

Re: Plat Application Submission Action for Northstar Addition (Parcel ID 289911)

The Department of Development (DoD) received your plat application for Northstar Addition on December 9, 2024, for 1 proposed lot on ± 1.046 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Reserve at least 12-inch by 1 ½-inch margin on upper right corner.
2. Add Ezzy Custom Homes to the plat.
3. Provide driveway approval from TxDot.
4. Add Lot and Block to plat title block.
5. Add ETJ City limit lines

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **January 7, 2025**.

Staff will need the items listed below delivered to our office no later than **Friday, January 3, 2025, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**

Please contact me if you have any additional questions.

Thank you,

Elsa M Sieg

Elsa M Sieg

Planner I

Ellis County Department of Development

Phone: 972-825-5460

Email: elsa.sieg@co.ellis.tx.us

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development
Sara Garcia, Assistant Director/Planning Manager
Crimilda Aguilar-McAdams, Permit & Planning Technician

**Any approval issued in error or item missed that does not conform to the adopted regulations does not invalidate said regulation & still requires compliance.*

ELLIS COUNTY COMMISSIONERS COURT		January 7, 2025	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	RCV Investments Addition, Lot 1, Block A Pct. No. 1 AGENDA ITEM NO. 1.3		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:
Discussion, consideration, and action to ratify staff action on a plat of RCV Investments Addition, Lot 1, Block A.
The ± 1.073-acre site is located ± 600 feet west of the intersection of Ring Road and FM 387, situated in the J. Stroop Survey, Abstract No. 142, Waxahachie, Road and Bridge Precinct No. 1.

CASE TYPE:

Bond/Letter of Credit
 Plat/Plat-related
 Regulation Amendment
 Variance Request
 Misc.

PARCEL ID OR ADDRESS:
Parcel ID No. 289911

APPLICANT(s):
Rudolfo Carrillo/RCV Investments LLC

ATTACHMENTS:

- 1) Location Map
- 2) Plat
- 3) Staff Review Letter

STAFF RECOMMENDATION:

Approved, as presented
 Approved w/ conditions
(See Analysis section)
 Disapprove

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to plat the property to create one (1) residential lot.
- The City of Waxahachie approved the ETJ petition withdrawal request for this property on October 16, 2023 (Ordinance No. 3406).

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
FM 387	Major (100'-120')	10'	Yes

WATER SOURCE:

PROVIDER	LINE SIZE	DATE OF CONFIRMATION
Rockett SUD	24 inches	10/25/2024

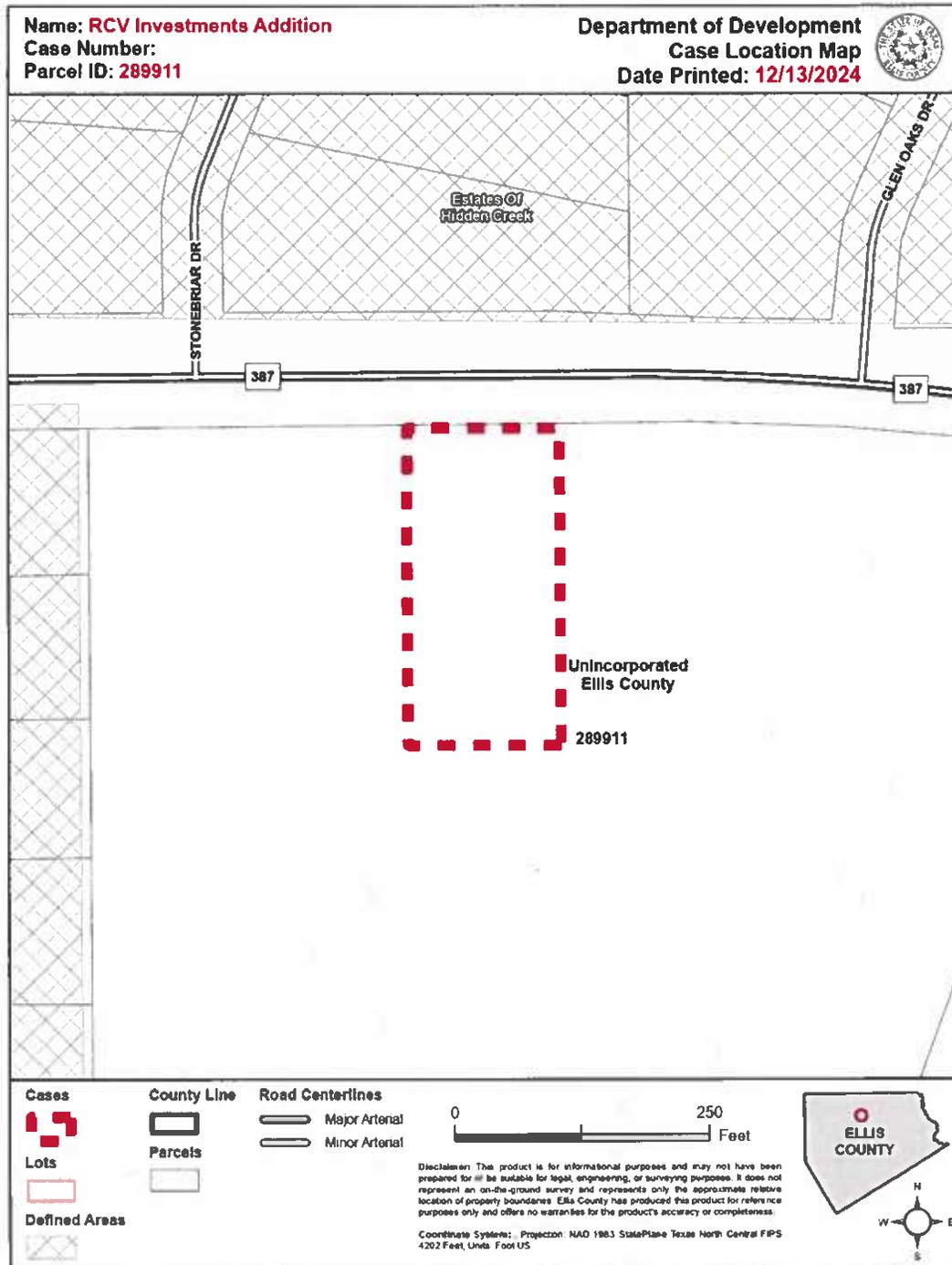
NOTICE REQUIREMENTS (if applicable):

NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

ANALYSIS:

Staff reviewed this plat and **conditionally approved** the initial submittal on December 20, 2024, provided the conditions are met as listed in Attachment No. 3.

Ratification from the Commissioners Court is needed to finalize the approval process.



96.808542°W 32.456499°N Author: nick.magner GIS@co.ellis.tx.us Date Printed: 12/13/2024 C:\Users\nick.magner\Desktop\DOO_Template\DOO_Template.aprx



DEPARTMENT OF DEVELOPMENT
Ellis County
109 S. Jackson St. Waxahachie, TX 75165

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

December 20, 2024

RCV Investments LLC
262 Robnett Rd
Waxahachie, TX 75165

Re: Plat Application Submission Action for RCV Investments Addition (Parcel ID 289911)

The Department of Development (DoD) received your plat application for RCV Investments Addition on December 9, 2024, for 1 proposed lot on ± 1.073 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Reserve at least 12-inch by 1 ½-inch margin on upper right corner.
2. Provide driveway approval from TxDot.
3. Add Lot and Block to plat title block.
4. Add ETJ city limit lines to the plat drawing.

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **January 7, 2025**.

Staff will need the items listed below delivered to our office no later than **Friday, January 3, 2025, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**

Please contact me if you have any additional questions.

Thank you,

Elsa M Sieg

Elsa M Sieg
Planner I
Ellis County Department of Development
Phone: 972-825-5460 Email: elsa.sieg@co.ellis.tx.us

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development
Sara Garcia, Assistant Director/Planning Manager
Crimilda Aguilar-McAdams, Permit & Planning Technician

**Any approval issued in error or item missed that does not conform to the adopted regulations does not invalidate said regulation & still requires compliance.*

ELLIS COUNTY COMMISSIONERS COURT		January 7, 2025	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Suburban Estates Replat, Lot 72R Pct. No. 1 AGENDA ITEM NO. 1.4		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:
 Discussion, consideration, and action on a replat of Suburban Estates, Lot 72R being a replat of Suburban Estates Lot 72. The ± 1.27-acre site is located at the northwest intersection of Goliad Circle and Parker Road, Palmer, Road and Bridge Precinct No. 1.

CASE TYPE:

Bond/Letter of Credit
 Plat/Plat-related
 Regulation Amendment
 Variance Request
 Misc.

PARCEL ID OR ADDRESS:
 Parcel ID No. 156413

APPLICANT(s):
 Francisco De Jesus Vazquez

ATTACHMENTS:

1) Location Map
 2) Plat
 3) Staff Review Letter

STAFF RECOMMENDATION:

Approved, as presented
 Approved w/ conditions
(See Analysis section)
 Disapprove

PROPOSAL & BACKGROUND INFORMATION:

- The Commissioners’ Court initially approved the plat of Suburban Estates on September 17, 1971.
- The purpose of this replat is to adjust the lot lines. No new lots will be created by this replat request.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
Goliad Circle	Local (60')	Previously dedicated	Yes
Parker Road	Local (60')	Previously dedicated	Yes

WATER SOURCE:

PROVIDER	Line Size	Date of Confirmation
Rockett SUD	3-inches	11/22/2024

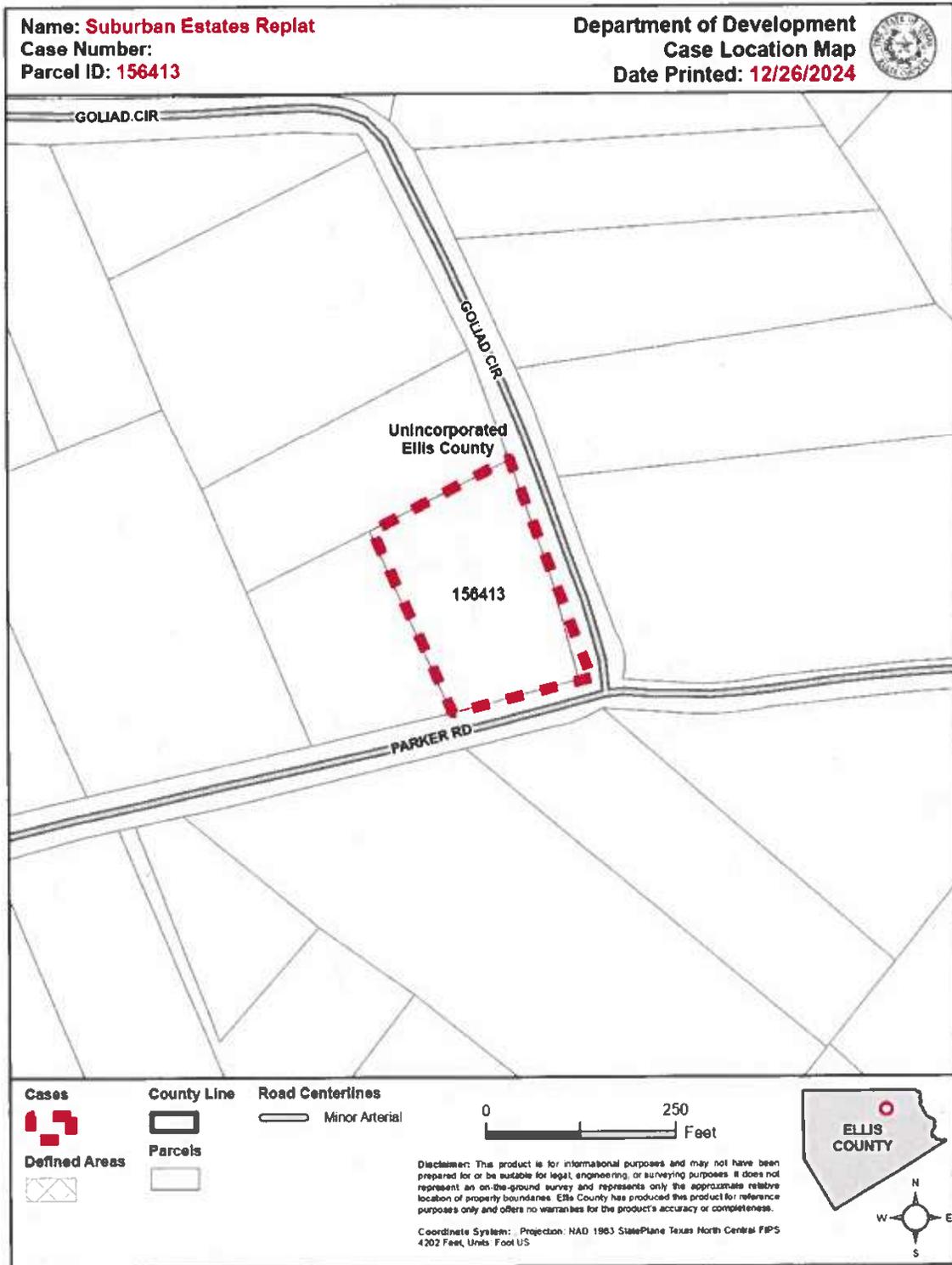
NOTICE REQUIREMENTS (if applicable):

NEWSPAPER	WEBSITE	SURROUNDING
Waxahachie Sun 12/04;12/11;12/18	12/04	118 certified notices mailed 12/05

ANALYSIS:
 Staff reviewed this plat and conditionally approved the initial submittal on December 9, 2024, provided the conditions are met within Attachment No. 3.

Since the letter was sent, the applicant has met all conditions, and staff recommends approval, as presented.

Ratification from the Commissioner’s Court is needed to finalize the approval process.



96.675065°W 32.466978°N Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 12/26/2024 C:\Users\nick.magnis\Desktop\DOD_Templates\OOD_Templates.aprx



DEPARTMENT OF DEVELOPMENT
Ellis County
109 S. Jackson St. Waxahachie, TX 75165

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

December 9, 2024

Francisco De Jesus Vazquez
Suburban Estates Replat
524 Goliad Circle
Palmer, TX 75152

Re: Plat Application Submission Action for Suburban Estates Replat (Parcel ID 156413)

The Department of Development (DoD) received your plat application for Suburban Estates Replat, Lot 72R on November 25, 2024, for 1 proposed lot on \pm 1.270 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. The written and graphic scales do not match.
2. Remove the structures from the plat drawing.
3. Add the word replat throughout the plat.
4. There is only a 25' building line setback required along both roads.

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **December 23, 2024**.

Staff will need the items listed below delivered to our office no later than **Friday, December 20, 2024, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**

Please contact me if you have any additional questions.

Thank you,

Elsa M Sieg

Elsa M Sieg

Planner I

Ellis County Department of Development

Phone: 972-825-5460

Email: elsa.sieg@co.ellis.tx.us

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development
Sara Garcia, Assistant Director/Planning Manager
Crimilda Aguilar-McAdams, Permit & Planning Technician

**Any approval issued in error or item missed that does not conform to the adopted regulations does not invalidate said regulation & still requires compliance.*

ELLIS COUNTY COMMISSIONERS COURT		January 7, 2025	
REPORTING DEPARTMENT: <i>Department of Development (DoD)</i>			
AGENDA TYPE	Crystal Bridges Estates, Lots 1-3, Block A Pct. No. 4 AGENDA ITEM NO. 1.5		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

CAPTION:

Discussion, consideration, and action to ratify staff action on a final plat of Crystal Bridges Estates, Lots 1-3, Block A. The ± 6.336-acre site is located north of the intersection of Matthews Road and North Armstrong Road, situated in the Adam T. Miller Survey, Abstract No. 716, and located in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Road and Bridge Precinct No. 4.

CASE TYPE:

Bond/Letter of Credit
 Plat/Plat-related
 Regulation Amendment
 Variance Request
 Misc.

PARCEL ID OR ADDRESS:
Parcel ID No. 277741

APPLICANT(s):
James and Crystal Bridges

ATTACHMENTS:

- 1) Location Map
- 2) Plat
- 3) Staff Review Letter

STAFF RECOMMENDATION:

Approved, as presented
 Approved w/ conditions
(See Analysis section)
 Disapprove

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to plat the property to create three (3) residential lots.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

ROADWAY	CLASSIFICATION	ROW DEDICATION	COMPLIANCE
N. Armstrong Rd	Minor (80'-100')	40 feet	No

WATER SOURCE:

PROVIDER	LINE SIZE	DATE OF CONFIRMATION
Mt. Peak SUD	12 inches	11/26/2024

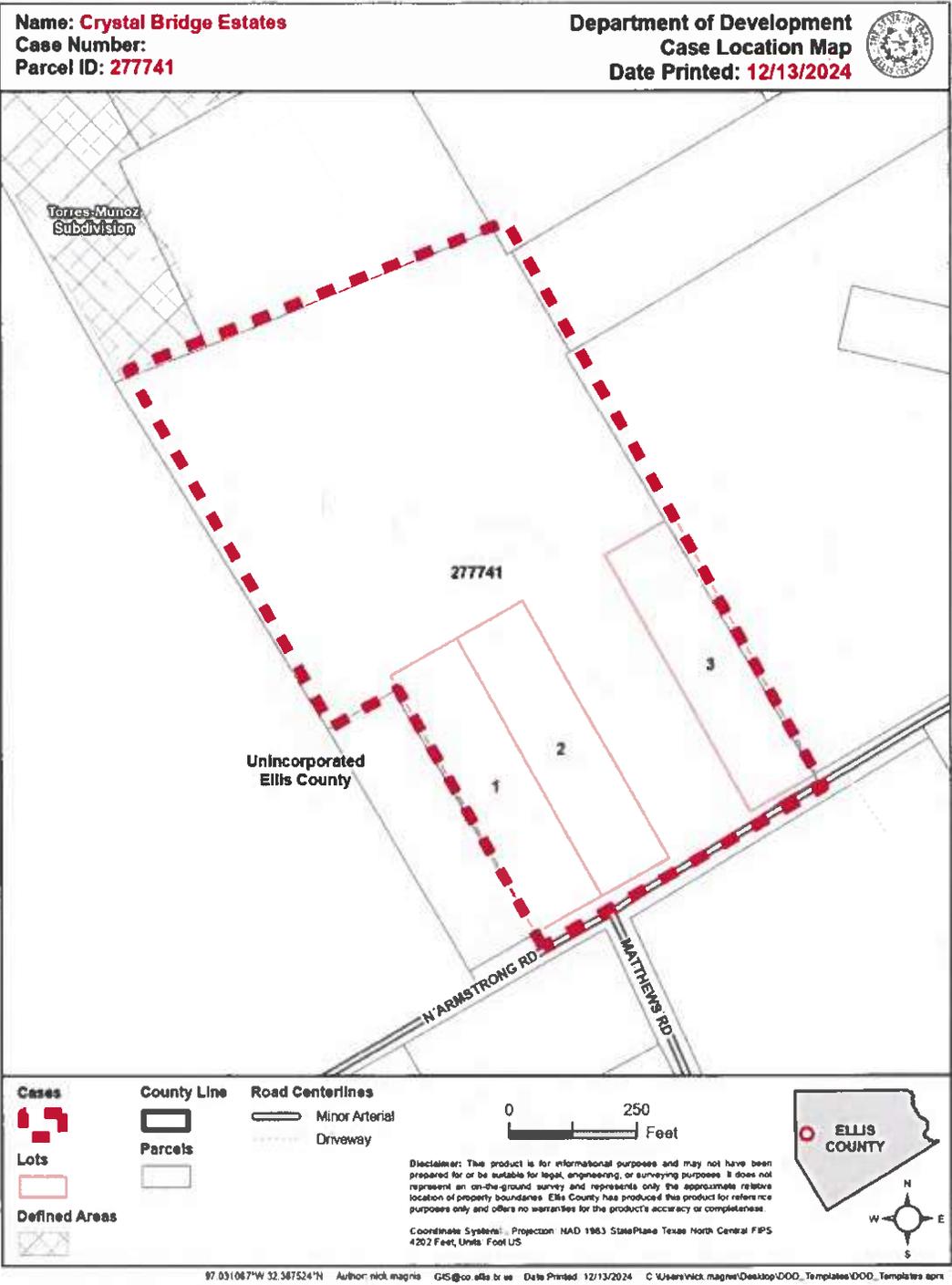
NOTICE REQUIREMENTS (if applicable):

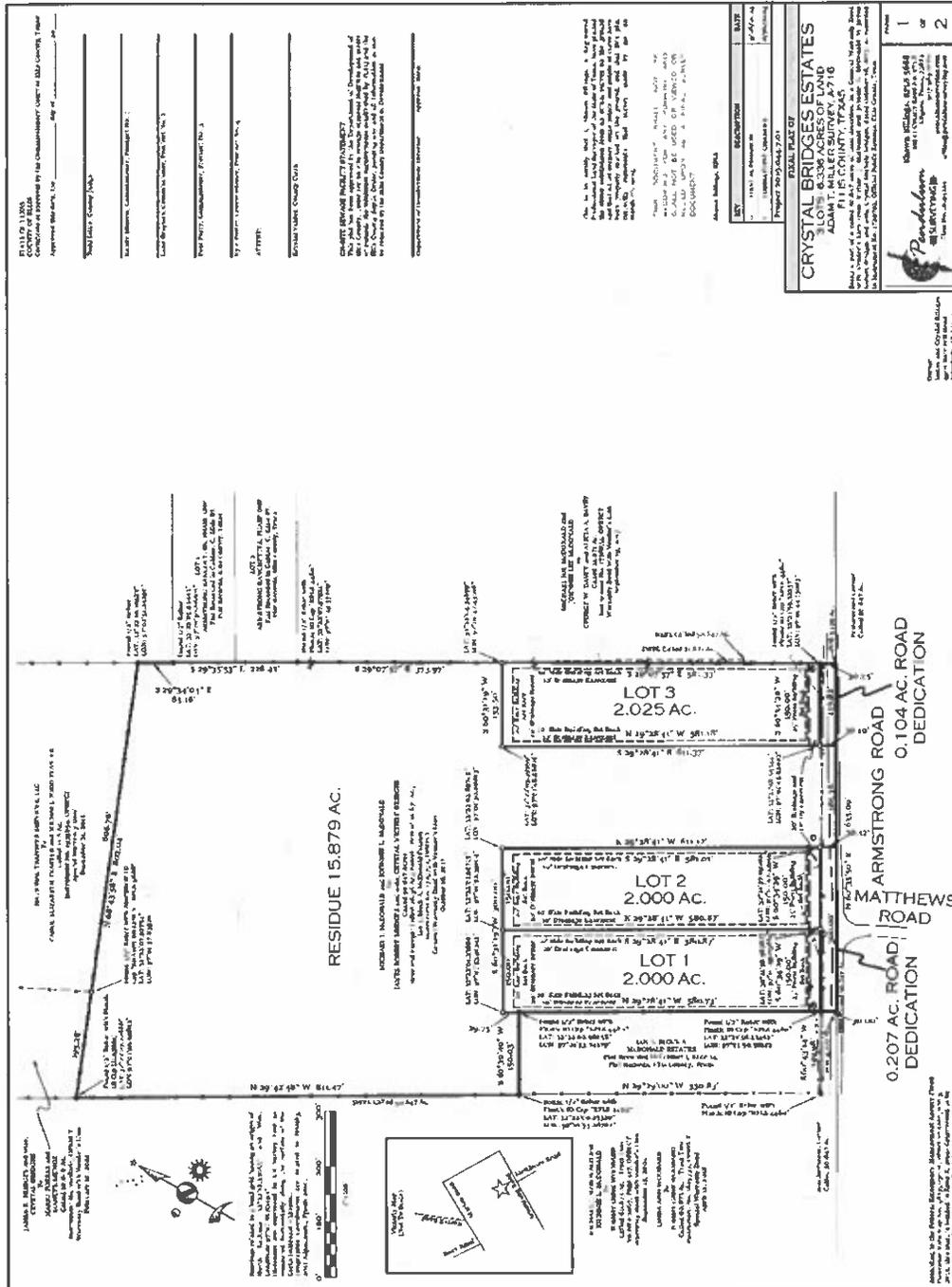
NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

ANALYSIS:
Staff reviewed this plat and **conditionally approved** the initial submittal on December 20, 2024, provided the conditions are met as listed in Attachment No. 3.

Upon further review, fire hydrants may be required prior to the filing of the plat depending on the current location of hydrants.

Ratification from the Commissioners Court is needed to finalize the approval process.







DEPARTMENT OF DEVELOPMENT
Ellis County
109 S. Jackson St. Waxahachie, TX 75165

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

December 20, 2024

James and Crystal Bridges
4901 Darr Hill Road
Jonesboro, AR 72404

Re: Plat Application Submission Action for Crystal Bridges Estates (Parcel ID 277741)

The Department of Development (DoD) received your plat application for Crystal Bridges Estates on December 9, 2024, for 3 proposed lots on ± 6.336 acres. After staff review, the Director of Planning & Development approves* this plat application, subject to meeting the following conditions and/or requirements:

1. Reserve at least 12-inch by 1 ½-inch margin on upper right corner.
2. Add Lots 1-3, Block A to the plat title block.
3. Label POB(1) and POB(2).
4. Metes and Bounds does not match the plat drawing.
5. Lighten the line around residual lot.
6. Update the court signature block to match the attached sample plat.
7. Add in the ETJ of the City of Maypearl to the plat title block.
8. Armstrong Road should have 40' ROW dedication from the centerline.

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **January 7, 2025**.

Staff will need the items listed below delivered to our office no later than **Friday, January 3, 2025, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**

Please contact me if you have any additional questions.

Thank you,

Elsa M Sieg

Elsa M Sieg
Planner I

Ellis County Department of Development

Phone: 972-825-5460

Email: elsa.sieg@co.ellis.tx.us

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development
Sara Garcia, Assistant Director/Planning Manager
Crimilda Aguilar-McAdams, Permit & Planning Technician

*Any approval issued in error or item missed that does not conform to the adopted regulations does not invalidate said regulation & still requires compliance.

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd 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 **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** 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: December 17, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 302 N. Monroe St, Suite 307, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: December 23, 2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration and approval for the award of RFB-2025-002 Convenience Store Fuel to Pearman Oil & LP Gas, Inc. and approval for the County Judge to execute the contract upon final legal review.

Bid Price Sheet

Annual Contract for Convenience Store Fuel
RFB-2025-002

Prices quoted shall be expressed as a markup (in cents per gallon) to the actual invoiced rack price to supplier. Invoices must be substantiated by the average of the invoices pertaining to the month charged.

REQUIRED FUELS/PRODUCTS- Markup to include all profit, freight

UNLEADED FUEL - 87 MINIMUM OCTANE

Invoiced Rack price plus 14¢ (Markup in Cents)

UNLEADED FUEL - 89 MINIMUM OCTANE

Invoiced Rack price plus 14¢ (Markup in Cents)

UNLEADED FUEL - 93 MINIMUM OCTANE

Invoiced Rack price plus 14¢ (Markup in Cents)

DIESEL FUEL - #2 LOW SULFUR

Invoiced Rack price plus 14¢ (Markup in Cents)

OFF THE SHELF SUPPLIES MAY BE PURCHASED SUCH AS LUBRICANTS AND AUTOMOTIVE RELATED PRODUCTS ONLY. NO FOOD, DRINKS OR PERSONAL ITEMS MAY BE PURCHASED.

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd 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 **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified.** 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: December 18, 2024 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: E.J. Harbin

PHONE: 972-825-5117

FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 302 N. Monroe St., Waxahachie, TX, 75165

PREFERRED DATE TO BE PLACED ON AGENDA: December 23, 2024

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration, & approval to purchase HVAC and mechanical equipment preventative maintenance services for the Ellis County Jail in an annual amount of \$109,492.00 using the Choice Partners Cooperative Contract 24/047TC-20 with Heritage Air Services LLC.



Ellis County Sheriff's Department Choice Partners Contract 24/047TC-20

Mechanical Investment Service Proposal

Date:

12/9/2024

Proposal Number:

P00054

Prepared for:

Ellis County Sheriff's Department
300 South Jackson Street
Waxahachie, Texas 75165

Prepared by:

Sam Givens

(817) 637-4774

Sam@heritageairtx.com

Executive Summary

Debra Brown
Ellis County Sheriff's Department
300 South Jackson Street
Waxahachie, Texas 75165

Dear Mrs. Brown,

Thank you for taking the time to meet with Heritage Air Services and giving us the opportunity to provide this proposal for mechanical systems services.

The core of our business is professional, responsible maintenance of commercial, industrial, and institutional structures. We keep facility environments - buildings and the equipment they contain - in good health. We help you reduce, or control overall costs related to ownership and operating the facility.

We are dedicated and willing to be the single-source provider for preventative maintenance, retrofit-repair, and service for your facility HVACR.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced overall costs, improved equipment efficiency, better comfort, extended equipment life, and general peace of mind related to the HVACR systems.

After a careful survey of your mechanical systems and discussions with your staff, we present the following recommendations for system improvements and planned preventive maintenance.

Thank you again for your time, we look forward to working with you!

Respectfully,

Sam Givens
Commercial Accounts Manager
Heritage Air Services LLC

Program Administration

This program is professionally developed based upon your management objectives and the requirements of your mechanical equipment, design, age, use, components, and its effect on your business budgets, and personnel. The specific scope is based upon manufacturers' recommendations, and our industry experience.

The proactive and reactive service of this program will be professionally managed under the direction of our professional staff. Upon completion of the service, you will receive a detailed service report outlining performed and recommended services. You stay informed, without getting involved.

Maintenance Tasking System

Preventive Maintenance Services may be scheduled using our proprietary Maintenance Tasking System. An important feature of this system is our customized service checklist, tailored to the specific systems at your facility and detailing the exact services and procedures we will perform to help keep your systems operating efficiently.

Maintenance frequency is determined by an analysis of your systems, which takes into account variables such as your equipment's operating hours, application, environment, and manufacturer's recommendations. Based on this analysis, we will develop a maintenance frequency for your particular equipment. All completed service calls will be documented with a detailed customer service report, and this report will be reviewed with you or your representative after each service call.

Customer Service Review (C.S.R.)

The Customer Service Review (C.S.R.) program is designed to ensure that the services being provided continue to meet your changing business objectives and meet or exceed the level of services purchased. The C.S.R. program means that we must continue to earn your business. The program includes regularly scheduled communication to evaluate our service based upon your feedback and direction. It is our goal to exceed the expectations of the customer by providing quality services and on-going communication.

Operational Testing and Inspection Service

This program includes the professional operational inspection and testing of all listed equipment by a fully trained service technician. This service will ensure that equipment is operating according to manufacturers' recommendations, seasonal requirements, and your business needs. Testing will be performed to ensure proper sequencing and operation. Our highly qualified service technician will provide you with recommendations for additional maintenance, as well as identify any worn, doubtful, or broken parts.

Professional Preventive Maintenance

This program includes the highest level of professional preventive maintenance. Preventive maintenance services will be determined based upon your business objectives, risk tolerance, manufacturer's recommendations, and our industry experience. This level of professional preventive maintenance is designed to keep your mechanical assets operating at peak performance to maximize equipment life while reducing operating costs and energy consumption.

Maintenance Supplies

This program includes all required maintenance supplies to effectively implement our Professional Maintenance Program.

Professional Maintenance Program

Heritage Air Services' preventive maintenance program is the key to extending the life of your equipment. Our program provides the necessary labor, materials, and test equipment to perform inspection, adjustment, calibration, and testing of the system's operation. By implementing a Heritage Air Services Maintenance Program, you can ensure your system operates at optimal efficiency.

With Heritage Air Services you can expect:

- Service from a locally owned company that is aware of the expectations of today's businesses.
- Expert operations and sales staff
- The highest standards and integrity in the industry
- Guaranteed performance
- Fast 24/7/365 emergency service
- Certified service professionals
- Results oriented

MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Proposal Date: 12/9/2024
Proposal Number: P00054

Heritage Air Services LLC
3502 N Hwy 77
Waxahachie, TX
Ph: (817) 637-4774

Bill To Identity	Agreement Location
Ellis County Sheriff's Department 300 South Jackson Street Waxahachie, Texas 75165 Attn: Debra Brown	Ellis County Sheriff's Department 300 South Jackson Street Waxahachie, Texas 75165 Attn: Debra Brown

Heritage Air Services LLC will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: HVAC QUARTERLY PREVENTATIVE MAINTENANCE
SCHEDULES: QUARTERLY

Agreement coverage will commence on 1/01/2025.

The Agreement price is \$109,492.00 per year beginning on the effective date of 1/01/2025.

This Agreement is the property of Heritage Air Services LLC and is provided for Customer's use only. Heritage Air Services LLC guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one-year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Heritage Air Services LLC

Customer

Signature Sales Consultant

Signature (Authorized Representative)

Name (Print)

Name (Print)

Title

Title

Date

Date

Preventative Maintenance Program

This agreement provides the Customer with an ongoing, comprehensive maintenance agreement for the lifetime of the contract and all renewals thereof. This agreement will be initiated, scheduled, administered, monitored, and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for the Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

OBSERVE AND INSPECT: On-Site labor, travel labor, and travel and living expenses required to visually INSPECT and OBSERVE the equipment to determine its operating condition and efficiency. Typical activities include:

*INSPECTING for excessive vibration, fan rpm, refrigerant oil (acid), water condition, flue gas analysis, safety controls, crankcase heaters, combustion and draft, control system(s), etc.

*OBSERVING for worn, failed, or doubtful parts, mountings, drive couplings, oil level, rotation, soot, flame composition and shape, pilot and igniter, steam, water, oil, and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor, and travel and living expenses required to clean, align, tighten, calibrate, adjust, and lubricate equipment. These activities are intended to extend the equipment's life and assure proper operating conditions and efficiency. Typical activities include:

*CLEANING fan impellers & blade, coil surfaces, electrical contacts, burner orifices, passages and nozzles, pilot and igniter, cooling tower baffles, basin, sump and float, boiler, chiller, and condenser tubes.

*ALIGNING belt drives, drive couplings, coil fins.

*CALIBRATING safety controls, temperature, and pressure controls.

*TIGHTENING electrical connections, mounting bolts, pipe clamps, refrigerant piping fittings, damper sections.

*ADJUSTING belt tension, super heat, fan RPM, burner fuel/air ratios, gas pressure, control set points and limits, compressor cylinder unloaders, damper close-off, sump floats.

*LUBRICATING motors, fan and damper bearings, valve stems, damper linkages, fan vane linkages.

PREVENTATIVE MAINTENANCE TERMS AND CONDITIONS

1. Each of the Parties hereto specifically agrees that it has read this Agreement and agrees that it has full notice and knowledge of the terms, conditions, and effects of this Agreement and that it has had the opportunity to be represented by legal counsel of its choice prior to its execution of this Agreement. The Parties further recognize that certain terms of this Agreement result in one Party assuming the liability inherent in some aspects of the transaction and relieving the other Party of its responsibility for such liability. Each Party hereto agrees and covenants that it will not contest the validity or enforceability of any indemnity or exculpatory provision of this Agreement on the basis that the Party had no notice or knowledge of such provision or that the provision is not conspicuous.
2. Ellis County Sheriff's Department shall permit Heritage Air Services LLC free and timely access to areas and allow Heritage Air Services LLC to start and stop as necessary to perform the Services. All planned work under this Agreement will be performed during Heritage Air Services LLCs' normal working hours. Heritage Air Services LLC will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement unless, within the sole discretion of Heritage Air Services LLC, it is required to complete the Services.
3. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Heritage Air Services LLC rates then in effect) over the sum stated in this Agreement.
4. Ellis County Sheriff's Department shall permit only Heritage Air Services LLC personnel or agents to perform the work included in the scope of this Agreement. Should anyone other than Heritage Air Services LLC's personnel perform such work, Heritage Air Services LLC may, at its option, cancel this Agreement or eliminate the involved work from inclusion in this Agreement.
5. This Agreement does not include future repairs to the system(s), future provisions or installation of components or parts, or future service calls requested by Ellis County Sheriff's Department. If requested, these future services will be charged to Ellis County Sheriff's Department at Heritage Air Services LLC's rates then in effect.
6. All Services contemplated by this Agreement will be performed or rendered by Heritage Air Services LLC safely and with due diligence, in a good and workmanlike manner, using skilled, competent, and experienced workmen and supervisors, in accordance with standard industry practices and in accordance with any specifications or instructions of the Project. All Goods and Equipment will be free from defects and fit for their intended purpose.
7. Heritage Air Services LLC warrants that its HVACR Services will be done in a good and workmanlike manner free from defects in workmanship for a period of three (3) months from the date said work is performed. Only the manufacturer's warranty is provided on any Equipment and Goods, parts or materials provided in connection with the work. Heritage Air Services LLC's obligation for defective products and/or workmanship or any defect caused thereby, shall be limited to the manufacturer's warranty of any defective parts or workmanship and shall be conditional upon Heritage Air Services LLC receiving actual written notice of said facts within any applicable warranty period(s). **HERITAGE AIR SERVICES LLC MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
8. Heritage Air Services LLC's obligation under this proposal and any subsequent contract does not include the identification, abatement, or removal of asbestos or any other toxic or hazardous substances, hazardous wastes, or hazardous materials. In the event such substances, wastes and materials are encountered, Heritage Air Services LLC's obligation will be to notify Ellis County Sheriff's Department of their existence. Heritage Air Services LLC shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

9. Heritage Air Services LLC expressly disclaims any and all responsibility and liability for the indoor air quality of Ellis County Sheriff's Department facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Heritage Air Services LLC work under this Agreement.

10. In the event of any dispute with Heritage Air Services LLC's invoices, the Company shall notify Heritage Air Services LLC of such dispute in writing within ten (10) calendar days of receipt of Heritage Air Services LLC's invoice. Ellis County Sheriff's Department payment of any Heritage Air Services LLC invoice waives and releases any rights or claims Ellis County Sheriff's Department may have to subsequently challenge the correctness of the charges contained therein.

11. Ellis County Sheriff's Department will promptly pay Invoices. Should a payment become thirty (30) days or more delinquent, Heritage Air Services LLC may stop all work under this Agreement without notice and/or cancel this Agreement and the entire Agreement amount shall become due and payable immediately upon demand before Heritage Air Services LLC will be required to complete the work. Ellis County Sheriff's Department hereby waives any and all existing and future claims and offsets against any payments or other amounts due under this Agreement and agrees to pay such payments and other amounts due regardless of any offset or claim which may be asserted by Ellis County Sheriff's Department on its behalf, including, but not limited to, claims for repairs, maintenance or warranty.

12. NOTICE: By signing this document, Ellis County Sheriff's Department agrees to the payment of a finance charge for amounts that become more than 30 days delinquent. All amounts due and payable in FULL within 10 calendar days upon completion of the work and/or receipt of an invoice or statement. After 30 days from the due date for any work completion, invoice or statement, any unpaid balances will be considered delinquent and shall be subject to a **FINANCE CHARGE** equal to One and one-half percent (1.50%) of the principal balance owed calculated each month until paid in full which is an **ANNUAL PERCENTAGE RATE** of interest equal to Eighteen Percent (18%).

13. Heritage Air Services LLC agrees to procure and maintain at its sole cost and expense, insurance of the types and amounts in accordance with industry standards with deductibles for the sole account of Heritage Air Services LLC, with solvent insurance companies authorized to do business in the jurisdictions where the Services and general operations are performed and which shall be maintained without interruption during the entire term of this Agreement.

14. The Parties shall have the right, in addition to any other rights or remedies it may have hereunder or by law to cancel this Agreement immediately upon the giving of written notice if a Party enters voluntary or involuntary bankruptcy or receivership proceedings, makes an assignment for the benefit of creditors, a change in ownership occurs, a Party engages in gross safety violations or violations of applicable federal or state laws, rules or regulations, or breaches this Agreement, including the non-payment of amounts due hereunder; however, the terms of this Agreement shall continue to apply to all Services in progress.

15. Upon the occurrence of an Event of Default and at any time thereafter, the non-defaulting Party at its option, may exercise any one or more of the following remedies: (a) terminate this Agreement upon written notice, without prejudice to any other remedies hereunder; and (b) exercise any other right or remedy available under applicable law, including proceeding by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement. It is expressly understood that none of the above remedies shall serve to limit or void the indemnity and other provisions or obligations of the Parties under this Agreement, including the specific provisions herein below.

16. In the event of a breach by Heritage Air Services LLC of performance under the terms of this Agreement, Ellis County Sheriff's Department sole remedy against Heritage Air Services LLC shall be for Heritage Air Services LLC to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Ellis County Sheriff's Department the amount paid to Heritage Air Services LLC under this Agreement. Notwithstanding the foregoing, in no event shall the liability of Heritage Air Services LLC in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Ellis County Sheriff's Department to Heritage Air Services LLC for those product or services.

17. Forum Selection; Jurisdiction; Venue; Choice of Law. Ellis County Sheriff's Department ACKNOWLEDGES THAT THIS AGREEMENT WAS SUBSTANTIALLY NEGOTIATED IN THE STATE OF TEXAS, THE AGREEMENT WAS SIGNED BY Ellis County Sheriff's Department IN THE STATE OF TEXAS AND DELIVERED BY Ellis County Sheriff's Department IN THE STATE OF TEXAS, ALL PAYMENTS WILL BE DELIVERED IN THE STATE OF TEXAS AND THERE ARE SUBSTANTIAL CONTACTS BETWEEN THE PARTIES AND THE TRANSACTIONS CONTEMPLATED HEREIN AND THE STATE OF TEXAS. FOR PURPOSES OF ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT, THE PARTIES HERETO HEREBY EXPRESSLY SUBMIT TO THE JURISDICTION AND VENUE OF ALL FEDERAL AND STATE COURTS LOCATED IN TAYLOR COUNTY, TEXAS. FURTHERMORE, Ellis County Sheriff's Department WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH ACTION, SUIT OR PROCEEDING THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT VENUE OF THE ACTION, SUIT OR PROCEEDING IN TAYLOR COUNTY, TEXAS, IS IMPROPER.

18. Waiver of Jury Trial and Punitive, Consequential, Special and Indirect Damages. Ellis County Sheriff's Department AND HERITAGE AIR SERVICES LLC HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, Ellis County Sheriff's Department HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL, AND INDIRECT DAMAGES FROM HERITAGE AIR SERVICES LLC AND ANY OF ITS OFFICERS, DIRECTORS, OR EMPLOYEES. THE WAIVER BY Ellis County Sheriff's Department OF ANY RIGHT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL, AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

19. The parties agree that, in the event that suit is filed by either of them based on or pertaining to this Agreement, they shall submit the dispute to mediation as described in the applicable section of the Texas Civil Practice and Remedies Code.

20. In the event of any judicial or other adversarial proceeding between the Parties concerning this Agreement, the prevailing party shall be entitled to recover its attorney's fees and other costs in addition to any other relief to which it may be entitled.

21. TO THE FULLEST EXTENT PERMITTED BY LAW, Ellis County Sheriff's Department SHALL INDEMNIFY AND HOLD HARMLESS HERITAGE AIR SERVICES LLC, ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF WORK HEREUNDER, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY AN ACTIVE OR PASSIVE ACT OR OMISSION OF Ellis County Sheriff's Department, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY Ellis County Sheriff's Department, OR ANYONE FOR WHOSE ACTS Ellis County Sheriff's Department MAY BE LIABLE, REGARDLESS OR WHETHER IT IS CAUSE IN PART BY THE NEGLIGENCE OF Ellis County Sheriff's Department. FURTHER AND NOTWITHSTANDING THE PRECEDING SENTENCE, HERITAGE AIR SERVICES LLC SHALL BE HELD HARMLESS AND SHALL NOT BE LIABLE TO Ellis County Sheriff's Department FOR ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES AND EXPENSES RELATED TO MOLD OR THE CREATION OF MOLD AT Ellis County Sheriff's Department LOCATION(S) AND SHALL HAVE NO OBLIGATION TO TREAT, IDENTIFY OR REMOVE SUCH MOLD.

22. THIS AGREEMENT IS BETWEEN HERITAGE AIR SERVICES LLC AND Ellis County Sheriff's Department ALONE, AND NEITHER INTENDS THAT THERE BE ANY THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BY ENTERING INTO THIS AGREEMENT AND PROVIDING SERVICES ON Ellis County Sheriff's Department BEHALF, HERITAGE AIR SERVICES LLC IS NOT ASSUMING ANY DUTY OR OBLIGATION TO ANY OF Ellis County Sheriff's Department EMPLOYEES, VENDORS, CLIENTS, SUBCONTRACTORS, AGENTS, SHAREHOLDER, PARTNERS, OR MEMBERS. Ellis County Sheriff's Department AGREES TO INDEMNIFY AND HOLD HERITAGE AIR SERVICES LLC HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, CLAIMS, COSTS, EXPENSES AND DAMAGES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS'S FEES) INCURRED BY HERITAGE AIR SERVICES LLC BY REASON OF A CLAIM BROUGHT

AGAINST HERITAGE AIR SERVICES LLC BY ANY OF Ellis County Sheriff's Department EMPLOYEES, VENDORS, CLIENTS, SUBCONTRACTORS, AGENTS, SHAREHOLDERS, PARTNERS OR MEMBERS WITH RESPECT TO THE PROJECT THE SUBJECT OF THIS AGREEMENT.

23. The Parties agree that they will not assign this Agreement or any of the obligations with respect to the Goods, Equipment or Services without the prior written consent of the other Party (such consent shall not be unreasonably withheld).
24. The Parties agree to comply with all laws, rules, and regulations, which are now or may become applicable to the work or Services covered by this Agreement or arising out of the performance of such work or Services.
25. If any provision of this Agreement is found to violate any applicable law, rule or regulation, such provision shall be deemed to be modified to the extent required to comply with said law, rule or regulation, and this Agreement as so modified, shall remain in full force and effect.
26. The Parties agree to keep the terms and conditions of this Agreement and all information or documentation obtained by any Party in the conduct of Services performed under this Agreement confidential and agree that neither of them nor anyone on their behalf will disclose such information without the express written consent of the other. The Parties fully understand, acknowledge, and agree that this confidentiality provision is an essential part of this Agreement and that any breach of confidentiality will be breach of this Agreement.
27. All notices to be given pursuant to this Agreement shall be in writing and shall be sent to Ellis County Sheriff's Department and to the Heritage Air Services LLC at the addresses set forth in the preamble of this Agreement.
28. Each of the Parties hereto is an independent contractor and neither party is, nor shall be considered to be an agent, distributor, or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
29. Heritage Air Services LLC shall be excused for the period of any delay in the performance of any obligations when prevented from so doing by causes beyond its control, including civil commotion, governmental regulations or controls, fire or other casualty, inability to obtain any material or services or acts of God.
30. These terms and conditions, together with any exhibits or attachments, constitute the entire agreement and understanding among the Parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.
31. No provisions of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.
32. Each party further agrees that it shall take any and all necessary steps, sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the Parties contained in this Agreement. Each party shall refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other party to this Agreement.

Equipment Schedule

Assets							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	AHU 1	Nortek	ITF-RDH6	NO03594-001	2 HP		
1	AHU 10	Nortek	ITF-RDH35	NO03594-010	15 HP		
1	AHU 2	Nortek	ITF-RDH4	NO03594-002	2 HP		
1	AHU 3	Nortek	ITF-RDH6	NO035394-00	2 HP		
1	AHU 4	Nortek	ITF-RDH5	NO03594-004	2 HP		
1	AHU 5	Nortek	ITF-RDH10	NO03594-005	3 HP		
1	AHU 6	Nortek	ITF-RDH6	NO03594-006	2 HP		
1	AHU 7	Nortek	ITF-RDH4	NO03594-007	2 HP		
1	AHU 8	Nortek	ITF-RDH6	NO03594-008	2 HP		
1	AHU 9	Nortek	ITF-RDH6	NO03594-009	2 HP		
1	AHU-10-J	York	XTI-039X063-FAHA046A	AFVXT0129	5 HP		
1	AHU-1-J	York	XTI-042X060-FAJA046A	AFVM XT0120	7.5 HP		
1	AHU-2-J	York	XTI-042X060-FAJA046A	AFVM XT0121	7.5 HP		
1	AHU-3-J	York	XTI-048X075-FAKA046A	AFVM XT0122	10 HP		
1	AHU-4-J	York	XTI-045X063-FAJA046A	AFVM XT0123	7.5 HP		
1	AHU-5-J	York	XTI-042X060-FAJA046A	AFVM XT0124	7.5 HP		
1	AHU-6-J	York	XTI-045X063-FAJA046A	AFVM XT0125	7.5 HP		
1	AHU-7-J	York	XTI-045X063-FAJA046A	AFVM XT0126	7.5 HP		
1	AHU-8-J	York	XTI-036X051-FAHA046A	AFVM XT0127	5 HP		
1	AHU-9-J	York	XTI-045X069-FAJA046A	AFVM XT0128	7.5 HP		
1	CHLR 001	QUANTECH	QTC3140TSE46XFB SDTXHSXBLXCXX44 SE1XXHXXXYA	11552824281190	145 Ton		
1	CHLR 001	York	YCIV0247PA46VAB BXTXXXLXXX42 SXXX	RGVM025147	145 Ton		
1	CHLR 002	QUANTECH	QTC3140TSE48XFB SDTXHSXBLXCXX44 SE1XXHXXXYAXG XXX3XXAMGS02XX XX	11552824281191	145 Ton		
1	Cooler 001	RDT	ZS1-2	09-08-2-4096	2 Ton		
1	Exhaust Fan 10	Greenheck	SFB-25-75	01H05519	7.5 HP		
1	Exhaust Fan 12	Greenheck	SFB-22-75	01H06838	7.5 HP		
1	Exhaust Fan 14	Greenheck	SFB-25-75	01H05520	7.5 HP		
1	Exhaust Fan 16	Greenheck	SFB-22-75	01H06839	7.5 HP		
1	Exhaust Fan 17	Greenheck	SB-141-7	01H10433	0.75 HP		
1	Exhaust Fan 18	Greenheck	GB-180-10	01H10434	1 HP		
1	Exhaust Fan 19	Greenheck	GB-180-10	01H10435	1 HP		
1	Exhaust Fan 2	Greenheck	SFB-25-75	01H05517	7.5 HP		
1	Exhaust Fan 20	Greenheck	GB-180HP-7	01H10436	1 HP		

1	Exhaust Fan 40	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 41	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 42	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 43	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 44	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 45	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 46	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 47	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 48	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 49	Unknown	Unknown	Unknown	7.5 HP
1	Exhaust Fan 51	Unknown	Unknown	Unknown	7.5 HP
1	Exhaust Fan 54	Unknown	Unknown	Unknown	7.5 HP
1	Exhaust Fan 56	Unknown	Unknown	Unknown	1 HP
1	Exhaust Fan 58	Unknown	Unknown	Unknown	1 HP
1	Exhaust Fan 6	Greenheck	SFB-25-75	01H05518	7.5 HP
1	Exhaust Fan 60	Acme	UD18G4	Unknown	0.5 HP
1	Exhaust Fan 62	Acme	UD18G4	Unknown	0.5 HP
1	Exhaust Fan 66	Acme	UD18G4	Unknown	0.5 HP
1	Exhaust Fan 72	Acme	UD18G4	Unknown	0.5 HP
1	Exhaust Fan 74	Acme	UD18G4	Unknown	0.5 HP
1	Exhaust Fan 76	Acme	UD18G4	Unknown	0.5 HP
1	Exhaust Fan 78	CentriMaster	Unknown	Unknown	7.5 HP
1	Exhaust Fan 8	Greenheck	SFB-22-75	01H06837	7.5 HP
1	Exhaust Fan 80	CentriMaster	Unknown	Unknown	7.5 HP
1	Exhaust Fan 87	Unknown	Unknown	Unknown	1 HP
1	Exhaust Fan 89	Unknown	Unknown	Unknown	1 HP
1	Fan 10	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 11	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 12	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 13	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 14	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 15	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 16	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 17	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 18	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 19	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 2	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 20	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 21	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 22	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 23	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 24	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 25	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 26	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 27	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 28	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 29	CentriMaster	Unknown	Unknown	0.25 HP

1	Fan 3	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 30	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 31	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 33	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 34	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 35	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 4	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 5	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 50	CentriMaster	Unknown	Unknown	1 HP
1	Fan 64	Acme	Unknown	Unknown	1 HP
1	Fan 68	Acme	Unknown	Unknown	0.12 HP
1	Fan 7	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 70	Acme	Unknown	Unknown	1 HP
1	Fan 8	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 9	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan not numbered	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan not numbered 2	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan not numbered 6	Greenheck	GB-131-3-X	15233930	0.5 HP
1	Fan not numbered 3	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan not numbered 4	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan not numbered 5	Loren Cook	100C2B	0885686649000000 7010402	0.5 HP
1	Fan not numbered 7	Loren Cook	100 ACE	2855H29240	0.5 HP
1	Freezer 001	HEATCRAFT	LCH005SLCACZA03 00	T23C12026	2 Ton
1	Misc Equip 001				
1	New Side Fan EF- 1-J	Greenheck	GB-121-5-X	11731203 0906	0.75 HP
1	New Side Fan EF- 2-J	Greenheck	GB-121-5-X	11781204 0906	0.75 HP
1	New Side Fan EF- 3-J	Greenheck	GB-101-5-X	11781211 0906	0.75 HP
1	New Side Fan EF- 4-J	Greenheck	GB-121-5-X	11781205 0906	0.75 HP
1	New Side Fan EF- 6-J	Greenheck	GB-121-5-X	11781206 0906	0.75 HP
1	New Side Fan EF- 7-J	Greenheck	GB-121-5 X	11781207 0906	0.75 HP
1	New Side Fan EF Not Numbered	Greenheck	S-CUBE-121-5F	11781223 0906	0.75 HP
1	New Side Fan EF-11-J	Greenheck	CUBE-300-30-6	11781215 0906	0.75 HP
1	New Side Fan EF-12-J	Greenheck	CUBE-131-5F	11781216 0906	0.75 HP
1	New Side Fan SEF Not Numbered	Greenheck	S-CUBE-420-75F	11701220 0906	0.75 HP
1	New Side Fan SEF-1-J	Greenheck	S-CUBE-420-75F	11701217 0906	0.75 HP
1	New Side Fan SEF-2-J	Greenheck	S-CUBE-420-75F	11781218 0906	0.75 HP
1	New Side Fan SEF-4-J	Greenheck	S-CUBE-420-75F	11781219 0906	0.75 HP
1	New Side Fan SEF-5-J	Greenheck	GB-141-5-X	11781214 0906	0.75 HP
1	New Side Fan SEF-6-J	Greenheck	S-CUBE-420-75F	11701221 0906	0.75 HP
1	New Side Fan SEF-7-J	Greenheck	S-CUBE-420-75F	11281222 0906	0.75 HP
1	PKG 001	Carrier	50TC- D09A2A6A0A0A0	0317P30954	8.5 Ton
1	PKG 002	Carrier	50TC- D09A2A6A0A0A0	1316P62977	8.5 Ton
1	PKG 003	Carrier	50KC- A05A2A6A0A0A0	3517C56344	4 Ton
1	PKG 004	Carrier	50KC- A05A2A6A0A0A0	3517C56345	4 Ton

1	PKG 005	Carrier	50KC- A05A2A6A0A0A0	3517C56339	4 Ton	
1	PKG 006	Carrier	50KC- A05A2A6A0A0A0	3517C56340	4 Ton	
1	PKG 007	Carrier	50TC- D14A2A6A0A0A0	0412640389	12.5 Ton	
1	PKG 008	Carrier	50KC- A05A2A6A0A0A0	0617C62215	4 Ton	
1	PKG 009	Carrier	50KC- A05A2A6A0A0A0	0617C62213	4 Ton	
1	PKG 010	Carrier	50KC- A05A2A6A0A0A0	3417C55309	4 Ton	
1	PKG 011	Carrier	50KC- A05A2A6A0A0A0	0217C59307	4 Ton	
1	PKG 012	Carrier	50TC- D14A2A6A0A0A0	3017P36665	12.5 Ton	
1	PKG 013	Carrier	50KC- A05A2A6A0A0A0	3417C55744	4 Ton	
1	PKG 014	Carrier	50KC- A05A2A6A0A0A0	3417C55743	4 Ton	
1	PKG 015	Carrier	50TC- D14A2A6A0A0A0	2417P30771	12.5 Ton	
1	PKG 016	Carrier	50TC- D09A2A6A0A0A0	0317P30951	8.5 Ton	
1	PKG 017	Aaon	RO-006-3-M-FA09- 112	20142-A	6 Ton	
1	PKG 018	Carrier	50TC- D09A2A6A0A0A0	4116P39572	8.5 Ton	
1	PKG 019	Carrier	50TC- D09A2A6A0A0A0	1411G50479	8.5 Ton	
1	REF 001	Manitowoc	IYT1500A-261A	1120641338	500 LBS Per Day	
1	SPLT LEC 1	Carrier	FE4ANF003 / 24APA736A300	0411A67749 / 4910E07349	3 Ton	
1	SPLT LEC 2	Carrier	FE4ANB006 / 24APA760A310	0111A85622 / 0411E22945	5 Ton	
1	SPLT LEC 3	Carrier	FE4ANB006 / 24APA760A310	0411A86049 / 0411E22938	5 Ton	
1	SPLT LEC 4	Carrier	FE4ANF003 / 24APA736A300	0411A67751 / 4910E15344	3 Ton	
1	SPLT LEC 5	Carrier	FE4ANB006 / 24APA760A310	0411A86075 / 5110E16572	5 Ton	
1	SPLTCND 001	Liebert	PFH037A-PH7	1023N198874	3 Ton	Dispatch
1	SPLTCND 002	Carrier	24ABB360A620	2717E03506	3 Ton	
1	SPLTCND 003	Carrier	24ABB360A620	2817E25133	3 Ton	
1	SPLTCND 004	Carrier	24ABB348A510	3117E04160	4 Ton	
1	SPLTCND 005	Carrier	24ABB348A00610 11	3217E17733	4 Ton	
1	SPLTCND 006	Carrier	24ABB360A00620 11	2717E03509	3 Ton	
1	SPLTCND 007	Carrier	24ABB360A00620 11	2817E25137	3 Ton	
1	Supply Fan 1	Greenheck	SFB-25-75	01H05521	7.5 HP	
1	Supply Fan 11	Greenheck	SFB-22-75	01H08099	7.5 HP	
1	Supply Fan 13	Greenheck	SFB-25-75	01H05524	7.5 HP	
1	Supply Fan 15	Greenheck	SFB-22-75	01H08100	7.5 HP	
1	Supply Fan 3	Greenheck	SFB-22-75	01H08097	7.5 HP	
1	Supply Fan 5	Greenheck	SFB-25-75	01H05522	7.5 HP	
1	Supply Fan 52	CentriMaster	Unknown	Unknown	2 HP	
1	Supply Fan 53	CentriMaster	Unknown	Unknown	2 HP	
1	Supply Fan 55	CentriMaster	Unknown	Unknown	7.5 HP	
1	Supply Fan 57	CentriMaster	Unknown	Unknown	2 HP	

1	Supply Fan 59	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 61	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 63	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 65	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 67	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 69	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 7	Greenheck	SFB-22-75	01H08098	7.5 HP
1	Supply Fan 71	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 73	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 75	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 77	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 79	CentriMaster	Unknown	Unknown	7.5 HP
1	Supply Fan 81	CentriMaster	Unknown	Unknown	7.5 HP
1	Supply Fan 88	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 9	Greenheck	SFB-25-75	01H05523	7.5 HP
1	Supply Fan 90	CentriMaster	Unknown	Unknown	2 HP
1	BLR B-1-J Chiller	Aerco	BMK2	G-09-0789	2000000 HP
1	BLR B-2-J Chiller	Aerco	BMK2	G-09-0790	2000000 HP
1	BLR DWH-1D	Raypak	H3-HD251	1903484454	250000 HP
1	BLR DWH-2D	Raypak	H3-HD251	1903484453	250000 HP
1	BLR Old Side	Raypak	BD.137271	97 01 13 72 71	1366000 HP
1	SPLT 003	Liebert	PFH037A-PH7	1023N198874	3 Ton
1	SPLT CRAC-1-J	Liebert	PFH020A-PL7	0939N189661	1.5 Ton
1	SPLT CRAC-1-R	Liebert	PFH027A-PHT	0939N189724	2 Ton
1	SPLT CRAC-2-J	Liebert	PFH020A-PL7	Unknown	1.5 Ton
1	SPLT CRAC-2-R	Liebert	PFH027A-PH7	0939N189736	2 Ton
1	SPLT CRAC-3-R	Liebert	PFH037A-PH7	0939N189717	3 Ton
1	SPLT CRAC-4-R	Liebert	PFH037A-PH7	0939N189702	3 Ton
1	SPLT Old Side Mechanical	Daikin	RXB18BXVJU	Unknown	1.5 Ton

Air Filter Service

Assets				
Unit	Qty	Changes/Yr	Size	Type
AHU 1	1	4	12 x 24 x 2	Pleated
AHU 1	1	4	24 x 24 x 2	Pleated
AHU 10	4	4	20 x 24 x 2	Pleated
AHU 10	6	4	24 x 24 x 2	Pleated
AHU 2	1	4	24 x 24 x 2	Pleated
AHU 3	1	4	12 x 24 x 2	Pleated
AHU 3	1	4	24 x 24 x 2	Pleated
AHU 4	1	4	12 x 24 x 2	Pleated
AHU 4	1	4	24 x 24 x 2	Pleated
AHU 5	1	4	12 x 24 x 2	Pleated
AHU 5	1	4	24 x 24 x 2	Pleated
AHU 6	1	4	24 x 24 x 2	Pleated
AHU 6	1	4	12 x 24 x 2	Pleated
AHU 7	1	4	24 x 24 x 2	Pleated
AHU 8	1	4	12 x 24 x 2	Pleated
AHU 8	1	4	24 x 24 x 2	Pleated
AHU 9	1	4	12 x 24 x 2	Pleated
AHU 9	1	4	24 x 24 x 2	Pleated
AHU-10-J	4	4	12 x 24 x 2	Pleated
AHU-10-J	8	4	20 x 24 x 2	Pleated
AHU-1-J	8	4	12 x 24 x 2	Pleated
AHU-2-J	8	4	12 x 24 x 2	Pleated
AHU-3-J	12	4	16 x 20 x 2	Pleated
AHU-4-J	4	4	20 x 24 x 2	Pleated
AHU-4-J	4	4	12 x 24 x 2	Pleated
AHU-5-J	8	4	12 x 24 x 2	Pleated
AHU-6-J	4	4	20 x 24 x 2	Pleated
AHU-6-J	4	4	12 x 24 x 2	Pleated
AHU-7-J	4	4	20 x 24 x 2	Pleated
AHU-7-J	4	4	12 x 24 x 2	Pleated
AHU-8-J	2	4	16 x 20 x 2	Pleated
AHU-8-J	2	4	12 x 24 x 2	Pleated
AHU-9-J	2	4	16 x 20 x 2	Pleated
AHU-9-J	12	4	16 x 20 x 2	Pleated
Misc Filters 001	3	4	20 x 20 x 1	Pleated
Misc Filters 002	10	4	20 x 20 x 1	Pleated
Misc Filters 003	3	4	20 x 20 x 1	Pleated
PKG 001	4	4	20 x 20 x 2	Pleated
PKG 002	4	4	20 x 20 x 2	Pleated
PKG 003	2	4	16 x 25 x 2	Pleated
PKG 004	2	4	16 x 25 x 2	Pleated
PKG 005	2	4	16 x 25 x 2	Pleated

Assets				
PKG 006	2	4	16 x 25 x 2	Pleated
PKG 007	4	4	20 x 20 x 2	Pleated
PKG 008	2	4	16 x 25 x 2	Pleated
PKG 009	2	4	16 x 25 x 2	Pleated
PKG 010	2	4	16 x 25 x 2	Pleated
PKG 011	2	4	16 x 25 x 2	Pleated
PKG 012	4	4	20 x 20 x 2	Pleated
PKG 013	2	4	16 x 25 x 2	Pleated
PKG 014	2	4	16 x 25 x 2	Pleated
PKG 015	4	4	20 x 20 x 2	Pleated
PKG 016	4	4	20 x 20 x 2	Pleated
PKG 017	2	4	20 x 20 x 2	Pleated
PKG 018	4	4	20 x 20 x 2	Pleated
PKG 019	4	4	20 x 20 x 2	Pleated
SPLT LEC 1	1	4	20 x 20 x 1	Pleated
SPLT LEC 2	1	4	20 x 25 x 1	Pleated
SPLT LEC 3	1	4	20 x 25 x 1	Pleated
SPLT LEC 4	1	4	20 x 20 x 1	Pleated
SPLT LEC 5	1	4	20 x 25 x 1	Pleated
SPLTCND 001	1	4	20 x 20 x 1	Pleated

Belt Service

Assets				
Unit	Qty	Changes/Yr	Size	Type
AHU 1	1	1	AX32	AX
AHU 10	2	1	5VX589	AX
AHU 2	1	1	AX32	AX
AHU 3	1	1	AX34	AX
AHU 4	1	1	AX34	AX
AHU 5	2	1	BX55	BX
AHU 6	1	1	AX32	AX
AHU 7	1	1	AX32	AX
AHU 8	1	1	AX39	AX
AHU 9	1	1	AX34	AX
AHU-10-J	2	1	BX48	BX
AHU-1-J	2	1	BX42	BX
AHU-2-J	2	1	BX42	BX
AHU-3-J	2	1	BX48	BX
AHU-4-J	2	1	BX48	BX
AHU-5-J	2	1	AX48	AX
AHU-6-J	1	1	BX46	BX
AHU-7-J	1	1	BX51	BX
AHU-8-J	2	1	AX60	AX
AHU-9-J	2	1	AX49	AX
Exhaust Fan 10	1	1	A75	A
Exhaust Fan 12	1	1	A69	A
Exhaust Fan 14	1	1	A75	A
Exhaust Fan 16	1	1	A69	A
Exhaust Fan 17	1	1	A26	A
Exhaust Fan 18	1	1	A26	A
Exhaust Fan 19	1	1	A26	A
Exhaust Fan 2	1	1	A75	A
Exhaust Fan 20	1	1	A26	A
Exhaust Fan 40	1	1	A31	A
Exhaust Fan 41	1	1	A31	A
Exhaust Fan 42	1	1	A31	A
Exhaust Fan 43	1	1	A31	A
Exhaust Fan 44	1	1	A31	A
Exhaust Fan 45	1	1	A31	A
Exhaust Fan 46	1	1	A31	A
Exhaust Fan 47	1	1	A31	A
Exhaust Fan 48	1	1	A31	A
Exhaust Fan 6	1	1	A75	A
Exhaust Fan 8	1	1	A69	A
Fan 50	1	1	4L200	4L
Fan not numbered 6	1	1	AP20	AX

Assets

Fan not numbered 5	1	1	4L200	4L
Fan not numbered 7	1	1	4L230	4L
New Side Fan EF- 1-J	1	1	A26	A
New Side Fan EF- 2-J	1	1	AX26	AX
New Side Fan EF- 3-J	1	1	AX26	AX
New Side Fan EF- 4-J	1	1	AX26	AX
New Side Fan EF- 6-J	1	1	AX26	AX
New Side Fan EF- 7-J	1	1	AX26	AX
New Side Fan EF Not Numbered	2	1	4L220	4L
New Side Fan EF-11-J	2	1	AX48	AX
New Side Fan EF-12-J	1	1	Gates XL 10A0545	B
New Side Fan SEF Not Numbered	2	1	AP71	A
New Side Fan SEF-1-J	2	1	AP71	A
New Side Fan SEF-2-J	2	1	AP71	A
New Side Fan SEF-4-J	2	1	AP71	A
New Side Fan SEF-5-J	1	1	AX26	AX
New Side Fan SEF-6-J	2	1	AP71	A
New Side Fan SEF-7-J	2	1	AP71	A
PKG 001	1	1	AX48	AX
PKG 002	1	1	AX48	AX
PKG 003	1	1	AX39	AX
PKG 004	1	1	AX39	AX
PKG 005	1	1	AX39	AX
PKG 006	1	1	AX39	AX
PKG 007	1	1	AX48	AX
PKG 008	1	1	AX39	AX
PKG 009	1	1	AX39	AX
PKG 010	1	1	AX39	AX
PKG 011	1	1	AX39	AX
PKG 012	1	1	AX48	AX
PKG 013	1	1	AX39	AX
PKG 014	1	1	AX39	AX
PKG 015	1	1	AX48	AX
PKG 016	1	1	AX48	AX
PKG 018	1	1	AX48	AX
PKG 019	1	1	AX48	AX
Supply Fan 1	1	1	A75	A
Supply Fan 11	1	1	A69	A
Supply Fan 13	1	1	A75	A
Supply Fan 15	2	1	A69	A
Supply Fan 3	1	1	A69	A
Supply Fan 5	1	1	A75	A
Supply Fan 7	1	1	A69	A
Supply Fan 9	1	1	A75	A

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday**. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd 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 **12:00 noon on the Wednesday immediately preceding Commissioners Court, unless otherwise specified**. 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: 12/27/2024 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: _____

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 302 N. Monroe St., Waxahachie, TX, 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 1/07/2025

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration and approval to purchase JP 2 Network Equipment, from Flair Data in the amount of \$38,705.14.

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-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd 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.

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***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: December 31st, 2024 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 201, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: Jan. 7th, 2025

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration, and approval for the County Judge to sign a Master Agreement, Owned Vehicle Agreement, Full Maintenance Agreement, Telematics Agreement, and Maintenance Management (Pass-Through) Agreement, with Enterprise Fleet Management, Inc., using TIPS Contract #240502. Approval to lease the following vehicles utilizing the Enterprise Agreement: (1) 2025 Ford Expedition for Texas Agri-Life Extension, (1) 2025 Ford F150 for Civil Engineer, (1) 2025 Ford F-150 PPV for Fire Marshall, and (1) 2025 Ford F-150 PPV for Constable Pct. 3.

*

County Attorney Approval

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Initials: EFM_____ Customer_____

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration

Coverage

Connecticut, Massachusetts, Maine, New Hampshire, New Jersey,
New York, Pennsylvania, Rhode Island, and Vermont

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage
per accident - No Deductible

Florida

\$500,000 Combined Single Limit Bodily Injury and Property Damage per
accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000
Per Accident and \$50,000 Property Damage per accident (100/300/50)
- No Deductible

All Other States

\$300,000 Combined Single Limit Bodily Injury and Property Damage Per
Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000
Per Accident and \$50,000 Property Damage Per Accident (100/300/50)
- No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

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if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

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of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Ellis County, Texas
Signature: _____
By: _____
Title: _____
Address: 101 West Main
Waxahachie, TX 75165
Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____
By: _____
Title: _____
Address: _____
Date Signed: _____

Initials: EFM _____ Customer _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and Ellis County, Texas (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT WITH THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

Initials: EFM _____ Company _____

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement \$10 per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: Ellis County, Texas

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: 101 West Main
Waxahachie, TX 75165

Address: _____

Date Signed: _____

Date Signed: _____

Initials: EFM _____ Company _____

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and Ellis County, Texas ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM_____ Lessee_____

TELEMATICS SERVICES AGREEMENT

As of this ____ day of _____, 20____, (the "Effective Date") the parties below have agreed to the following Telematics Services Agreement (the "Agreement"), to be effective upon the later of the Effective Date of this Agreement and the effective dates of the following agreement(s) between the parties.

{select any or all that apply}

Master Equity Lease Agreement (with schedules), dated _____, 20____.

Master Walkaway Lease Agreement (with schedules), dated _____, 20____.

WHEREAS, Enterprise Fleet Management, Inc. ("EFM") offers in-vehicle Telematics Device(s) (as defined below) from select partners and EFM is willing to make the Telematics Device available for purchase, installation and use by Customer, as defined below, consistent with the terms of this Agreement; and

WHEREAS, the undersigned (the "Customer") desires to purchase, have installed and use the Telematics Device in accordance with the terms of this Agreement;

WHEREAS, in connection with the Telematics Device, Customer will have to obtain wireless services and software services from third party service providers other than EFM; and

NOW THEREFORE, in consideration for the mutual promises contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following.

1. Telematics Device Acknowledgement and Release. The Telematics Device(s) shall mean any systems, hardware, software and/or other components and services that enable the collection, generation and/or transmission of information about the condition and/or operation of the Vehicle (as defined below), driving activities or actions of the Vehicle driver, Vehicle locations traveled and mileage driven and/or other Vehicle mechanical and operational data (the "Telematics Data" or "Data"). Customer acknowledges that the functionality of Telematics Devices and types of Data generated or available may change. By its signature below, Customer acknowledges that the Telematic Device may include systems which utilize cellular telephone and/or radio signals to transmit Data and communication and, therefore, privacy of such Data cannot be guaranteed and is specifically disclaimed as a condition of this Agreement and as a condition to receiving the Telematics Device. **CUSTOMER RELEASES EFM AND ITS PARENT COMPANY AND AFFILIATES, THE OPERATOR OF THE TELEMATICS SYSTEM, THE APPLICABLE SOFTWARE PROVIDER(S), THE WIRELESS CARRIER(S) AND OTHER SUPPLIERS OF COMPONENTS AND/OR SERVICES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS FROM ANY DAMAGE (INCLUDING INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES) TO PERSONS (INCLUDING WITHOUT LIMITATION CUSTOMER AND ANY DRIVER OR PASSENGER OF THE VEHICLE) OR PROPERTY ARISING FROM (I) THE INSTALLATION AND USE OF THE TELEMATICS DEVICE AND/OR (II) ANY FAILURE OF THE TELEMATICS DEVICE TO OPERATE PROPERLY.** Third party service providers are not agents or employees of EFM, and EFM shall have no liability or responsibility with respect to the acts or omissions of those parties.

2. Use, Access, Ownership and Storage of Telematics Data. Customer acknowledges that the Telematics Data may be collected, generated and transmitted and that Customer shall be entitled to access, use and disclose such Data in its sole discretion. Customer shall be considered the owner of all such Data. Customer retains ultimate and sole responsibility with regard to (i) the selection of categories of Data and establishment of parameters and criteria Customer wishes to receive through its utilization of a Telematics Device, (ii) the types of reports Customer wishes to receive based on the categories of Data and criteria and parameters Customer has selected, and (iii) the monitoring, usage and disclosure of such Data. By way of example, EFM may provide Customer a driver safety scorecard based on categories of Data and safety criteria and an overall scoring methodology selected by Customer; EFM will provide Customer reports strictly based on Customer's criteria and Customer will be solely responsible for interpreting and drawing conclusions from the reports, including whether, based on Customer's criteria, a driver is actually a safe driver or not, and Customer will be solely responsible for deciding what action, if any, should be taken regarding any particular drivers.

EFM's responsibility to Customer with respect to the Data shall be limited as follows: (i) to arrange for the storage of the Data, which may be stored in EFM's environment, an EFM affiliate's environment and/or in an unaffiliated third party subcontractor's environment; (ii) to provide access to the Data to Customer; and (iii) to provide reports to the Customer solely based on categories of Data and parameters identified and selected by Customer.

Customer agrees that EFM and its parent company and affiliates may:

- (A) Collect, access, use and/or disclose the Data for the following purposes: (a) to provide services to Customer; (b) to provide or offer additional products and services to Customer; (c) to check, maintain, diagnose, update or repair Customer's Vehicles; (d) to assist or support Customer with managing its vehicle fleet (e) to comply with any other request from Customer; and/or (f) to disclose the Data to a third party as is necessary to accomplish (a) through (e). If additional services are required, the parties may need to enter into a separate agreement;
- (B) Collect, access, use and/or disclose the Data to comply with the request or order of a governmental or law enforcement authority; and
- (C) Collect, access, use and/or disclose aggregated and anonymized Data for any purposes.

For clarity, no access and/or use of the Data by EFM or its parent company or affiliates shall impose on EFM, its parent company or affiliates any responsibility to monitor the Data or Customer's drivers and/or fleet for any purpose, including without limitation, for safety purposes, and Customer hereby releases and holds harmless EFM from any liability, claims or damages relating thereto. For purposes hereof, "monitor" means the process of reviewing, checking and/or evaluating the Data, whether over a period of time, as part of a regular review or otherwise.

3. Compliance with Privacy Laws; Notices and Consents. Customer agrees to comply with any and all federal, state and local laws, rules, and regulations pertaining to the collection, storage, protection, sharing and use of, and access to, the Telematics Data ("Laws"). Customer will also (a) provide notice to employees/drivers of a Vehicle equipped with a Telematics Device that such Vehicle is so equipped, resulting in the collection, use, sharing and storage of Data, and that such collection, use, sharing and/or storage may be undertaken by Customer, EFM or a third party; and (b) obtain driver consent to the collection, use, sharing and storage of such Data as described in this Agreement.

4. Vehicles. This Agreement shall only apply to those vehicles (i) leased to Customer by EFM or an affiliate of EFM in which EFM is servicer under such lease or (ii) owned by Customer, provided that Customer has a valid Master Walkaway or Equity Lease Agreement (with schedules) in force with EFM or an affiliate of EFM ((i) or (ii), a "Vehicle").

5. Purchase, Activation and Warranty. Customer shall pay EFM the standard price as set by EFM for each Telematics Device. Warranty terms and other terms and conditions shall be those as provided by the hardware and equipment manufacturer(s) and software licensor(s) at the time of installation. Customer acknowledges that EFM does not provide the software or hardware for the telematics services on the Vehicles, but rather EFM arranges for provision of the same by third parties. **EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES (INCLUDING ANY TELEMATICS SERVICES) PROVIDED FOR UNDER THIS AGREEMENT BY EFM OR THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPLIANCE WITH SPECIFICATIONS, AVAILABILITY, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. FURTHERMORE, EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE TELEMATICS DEVICE(S) WILL NOT BE SUBJECT TO EAVESDROPPERS, HACKERS, ATTACKS, VIRUS, INTERCEPTORS OR ANY SIMILAR THREAT. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF ANY CHARGES DUE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES AND THEIR AFFILIATES.**

6. Training. The third party service provider shall provide Customer and its employees with training and support materials on the functionality and use of the Telematics Device(s). At all times, Customer shall utilize commercially reasonable efforts to adhere to the training and maintain the Telematics Device(s) in a good and safe operating condition (normal wear and tear excepted).

7. Wireless Service Provider and Agreement; Software Agreement; Termination. Customer shall execute a Wireless Service Agreement with a telecommunications carrier identified by EFM as a condition to the purchase and installation of the Telematics Devices. Customer shall also execute an on-line End User Software Agreement with a third party vendor identified by EFM that licenses to Customer the software necessary to support the use of the Telematics Devices. Customer acknowledges and agrees that EFM will have no liability or obligation with respect to any third party vendor or telecommunications carrier or any services provided by either, including, without limitation, any costs or expenses relating to any delay, failure or disruption of wireless services or software. Customer acknowledges that the Wireless Services Agreement and/or End User Software Agreement will provide for an ongoing, regular monthly charge, payable by Customer, for the use of the wireless services and software associated with the Telematics Devices by Customer. EFM shall not be a party to such Wireless Services Agreement or End User Software Agreements but termination of the same (for any reason) shall terminate this Agreement, unless otherwise agreed in writing by EFM. Termination of the agreement(s), as described above, with respect to the Vehicles and termination of this Agreement may terminate Customer's Wireless Services Agreement. Early termination of the Wireless Services Agreement may require Customer to pay an early termination fee or other charges. Customer agrees to provide EFM with prompt and complete notice of any termination of its Wireless Service Agreement and any other modifications to the same. This Agreement will terminate upon the earlier to occur of (i) written notice by EFM to Customer, or (ii) upon expiration or termination of all leases between Customer and EFM or an affiliate of EFM.

8. Indemnification. Customer warrants, represents, and agrees to defend, indemnify and hold EFM, its parent company, and its affiliates and their employees, officers, directors and managers ("EFM Indemnified Persons") harmless from and against any and all losses, damages, liabilities, suits, claims, demands, causes of action, government investigations, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) ("Losses") which an EFM Indemnified Person(s) may incur by reason of the following: (a) Customer's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or its Wireless Services Agreement or End User Software Agreement; (b) as a result of any loss, claim, damage, theft or destruction of any hardware or software, or related to or arising out of or in connection with the use, operation or condition of any of the Telematics Device(s) or Telematics Data; (c) any failure by Customer to provide any requisite disclosures or notice, or to obtain any consent or opt-out relating to the use of a Telematics Device or the collection and use of the Telematics Data pursuant to Section 3 of this Agreement or as may be required by applicable law; (d) any failure by Customer and/or its designated agents to properly access, monitor, use, secure or safeguard any Data; (e) any deliberate attack, interception, hack or interference with the Telematics Device(s) by any person, the result of which may allow such person to gain control of the Vehicle or unauthorized access to Data; and (f) any allegation or claim that an EFM Indemnified Person has or had a duty to monitor the Vehicles or Telematics Device(s) or duty to warn Customer or any other person, company or governmental authority with respect to Data obtained by the Telematics Device(s) or any similar claim.

EFM agrees to defend, indemnify and hold Customer harmless from and against any and all Losses which Customer may incur by reason of the following: (a) EFM's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement; and (b) any failure by EFM to comply with Laws applicable to EFM and the services provided by EFM to Customer under this Agreement.

The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. Limitation of Liability. **IN NO EVENT SHALL EFM, ITS PARENT COMPANY OR ANY OF THEIR AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF DATA, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

10. Miscellaneous. All terms and conditions of the agreement(s) otherwise referenced herein shall continue in full force and effect and are hereby ratified and confirmed by the parties. The parties agree that this Agreement is the full and complete agreement between the parties with respect to the Telematics Device described herein and shall only be modified upon written agreement of both parties hereto. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Customer may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM, which shall be in EFM's sole discretion. Any provision of this Agreement may be amended, but only if such amendment is in writing and is signed by Customer and EFM. EFM may provide additional services related to this Agreement in the future, and the parties agree that if Customer elects such additional services, the parties will amend this Agreement related to such services.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS, the parties have executed this Agreement, as of the dates respectively provided below.

"ENTERPRISE FLEET MANAGEMENT, INC."

Customer Name: Ellis County, Texas

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: 101 West Main
Waxahachie, TX 75165

Date Signed: _____

Date Signed: _____



COMPANY OWNED VEHICLE SERVICE AGREEMENT

THIS COMPANY OWNED VEHICLE SERVICE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 20___, by and between Enterprise Fleet Management, Inc. ("EFM"), a Missouri corporation, d/b/a Enterprise Fleet Management, and the company whose name and address is set forth on the signature page below ("Company"). Each of EFM and the Company is a "Party," and collectively, the "Parties."

WITNESSETH:

WHEREAS, EFM desires to offer to the Company certain services, including the Maintenance Program (as defined herein), the Maintenance Management Program (as defined herein), and/or the License Administration Program (as defined herein, together with the Maintenance Program and the Maintenance Management Program, collectively, the "Services," with each of the Services sometimes being individually referred to herein as a "Service") for the Covered Vehicles (as defined herein), and enter into this Agreement regarding same; and

WHEREAS, the Company desires to obtain certain services from EFM, including the Maintenance Program, the Maintenance Management Program, and/or the License Administration Program, for the Covered Vehicles, and enter into this Agreement regarding same.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

1. COVERED VEHICLES: Upon request from the Company to EFM, and in exchange for consideration as set forth in this Agreement, EFM will provide all or certain of the Services to the Company for certain vehicles owned by the Company (individually each is a "Covered Vehicle," and collectively the "Covered Vehicles"), which Covered Vehicles shall only be operated and/or used by an authorized representative of the Company or the Company's subsidiaries or affiliates. Each Service requested to be provided by EFM to the Company shall be set forth on a schedule (individually each is a "Schedule," and collectively the "Schedules") to this Agreement which shall identify the applicable Covered Vehicle and each requested Service for the Covered Vehicle. Each Covered Vehicle will have an individual Schedule. EFM will send the Company a Schedule for each Covered Vehicle, which Schedule will include, but not necessarily be limited to, a description of the Covered Vehicle, the Service or Services requested for the Covered Vehicle, and the recurring charges due from the Company to EFM with respect to each Service requested by the Company. Should a Service being provided for a Covered Vehicle be terminated, EFM will provide to the Company a revised Schedule for the Covered Vehicle which shall supersede the original Schedule for the Covered Vehicle. The Parties agree and acknowledge that each Schedule shall be subject to the terms and conditions of this Agreement, expressly made a part of this Agreement, and deemed completely integrated herein. References to this Agreement shall include all Schedules and exhibits to this Agreement, including, without limitation, the Packet (as defined herein) if applicable.

2. TERM AND TERMINATION: The term of this Agreement (the "Term") for each Covered Vehicle shall begin on the first day of the month listed on the applicable Schedule and shall continue for month to month thereafter until terminated as set forth in this Agreement. EFM and the Company shall each have the right to terminate this Agreement with respect to any Covered Vehicle effective as of the last day of any month upon not less than sixty (60) days prior written notice to the other Party. The termination of this Agreement, with respect to any Covered Vehicle or the entirety of this Agreement, shall not affect any rights or obligations under this Agreement which previously arose and were accrued or thereafter arise and accrue, and such rights and obligations shall continue to be governed by the terms of this Agreement. In the event that the Term for each Covered Vehicle has been terminated, either Party may terminate this Agreement in its entirety upon written notice to the other Party.

3. ADDITIONAL DOCUMENTATION: Whether at the request of EFM or another, the Company shall execute and deliver any and all additional documents and instruments as well as do such further acts and things as may be necessary or required to carry out the intent and purpose of this Agreement, including executing or delivering any document or instrument required and/or necessary to comply with any applicable federal, state or local law, rule, regulation or ordinance and/or effect the provision of any Service, including any document or instrument necessary to appoint EFM as the Company's agent and provide EFM with power of attorney on behalf of the Company as contemplated by this Agreement.

4. COVERED VEHICLE FEE: EFM will charge the Company, and the Company will pay EFM in accordance with the terms of this Agreement, a monthly fee, plus a one time set-up fee per Covered Vehicle.

5. PAYMENT TERMS: Any amount owed by the Company to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, at a rate per annum equal to the lesser of (a) Eighteen Percent (18%) per annum, or (b) the highest rate allowed by applicable law, from the due date until paid in full.

6. BILLING: All fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts paid by EFM and for which the Company is responsible and liable for under this Agreement will be submitted to the Company on an invoice. The Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM is entitled to retain for its own account, without any benefit being provided to the Company, and treat as being paid by EFM for purposes of this Agreement, any discounts that EFM receives from a third party which are based on the overall volume of business EFM provides to such third party and not solely based upon the Company's business.

7. VARIOUS COSTS, EXPENSES, FEES, AND CHARGES. The Company agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties, taxes (other than federal and state income taxes on the income of EFM), or any other amounts incurred by EFM during the Term in connection with the Services and/or the titling, licensing, registration, maintenance, delivery, purchase, sale, rental, use or operation of any Covered Vehicle. If EFM incurs any such costs, expenses, fees, charges, fines, tickets, penalties, taxes, or other amounts, EFM will invoice the Company, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement.

Initials: EFM_____ Company_____

8. LICENSE ADMINISTRATION PROGRAM:

(a) EFM agrees to obtain all initial and renewal registration stickers and registration plates required by any state in which a Covered Vehicle is registered where the presence of the Covered Vehicle is not required for issuance of initial and/or renewal registration stickers and registration plates. The Company agrees that it shall not permit a Covered Vehicle to be located in a location, whether a state or country, other than the state in which the Covered Vehicle is then titled and/or registered for any continuous period of time that would result in the Covered Vehicle being subject to the titling and/or registration laws, rules, regulations, or ordinances of such other state or country without providing at least thirty (30) days advance written notice of same to EFM. The Company shall be responsible and liable for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts which are incurred as a result of the Company's failure to provide the advance written notice as set forth in this Section.

(b) Each Covered Vehicle shall be titled and licensed in the Company's name at the Company's expense. If necessary, EFM will assist the Company with such titling and licensing. The Company shall be liable and responsible for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts related to the titling and licensing of a Covered Vehicle.

(c) The services described in this Section are collectively referred to as the "License Administration Program."

9. MAINTENANCE PROGRAM: If the Maintenance Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an authorization card (the "EFM Card") for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM agrees that, during the Term for a Covered Vehicle and subject to the terms and conditions of this Agreement, EFM will pay for, or reimburse the Company for its payment of, all reasonable and documented costs and expenses incurred in connection with the service, maintenance, or repair of the Covered Vehicle to the extent same is included on the applicable Schedule for a Covered Vehicle. Unless otherwise agreed to in writing by the Parties and set forth on the Schedule for a Covered Vehicle, neither this Agreement nor the Maintenance Program cover and the Company shall remain solely liable and responsible for and pay for (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) maintenance or repair of, or damage caused by, any alteration, upgrade, upfitting, addition, improvement, or unauthorized replacement part added to a Covered Vehicle or by and of any after-market component (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitations, step vans), software, or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by the Company, a dealer, a body shop, an upfitter, or anyone else other than the manufacturer of the Covered Vehicle), (f) any service, maintenance, repair, and/or damage resulting from, due to, related to, or arising out of (i) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other acts of god, an object striking or colliding with a Covered Vehicle, improper use or abuse of a Covered Vehicle (including, without limitation, driving over curbs, overloading, and racing or other competition), (ii) lack of maintenance, service, or repair by the Company between scheduled services (including, without limitation, failure to maintain manufacturer recommended fluid levels); or (iii) the Company's failure to maintain a Covered Vehicle as recommended by the manufacturer, or as required by and in compliance with (1) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto), and (2) the provisions of all insurance policies affecting or covering the Covered Vehicle or its use or operation, (g) roadside assistance or towing for vehicle service, maintenance, or repair purposes, (h) mobile services, (i) the cost of a loaner or rental vehicle, or (j) if the Covered Vehicle is a vehicle with a 1 ton classification or greater, any (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, maintained or repaired, the Company agrees to have the necessary work performed by a service, maintenance, or repair facility authorized in advance in writing by EFM. In every case, if the cost of any such service, maintenance, or repair is estimated to or does exceed fifty dollars (\$50.00), the Company shall notify EFM in advance of such service, maintenance, or repair being performed and obtain EFM's authorization and approval for such service, maintenance, or repair and abide by EFM's instructions as to where such service, maintenance, or repair shall be made and the extent of service, maintenance, or repair to be obtained. The Company agrees to furnish EFM with an invoice for all service, maintenance, or repair to a Covered Vehicle, which invoice shall be accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM shall not be, and is not, obligated to pay for any unauthorized charges or those exceeding fifty dollars (\$50.00) for any one service, maintenance, or repair on any Covered Vehicle unless the Company has complied with the terms and conditions of this Agreement and followed all of EFM's instructions. EFM shall not, and does not, have any responsibility to pay for any service, maintenance, or repair in excess of the service, maintenance, or repair recommended by the manufacturer, unless otherwise agreed to in writing by EFM. Notwithstanding any other provision of this Agreement to the contrary, EFM shall not be, and is not, required to provide or pay for any service, maintenance, or repair to any Covered Vehicle after the odometer mileage reaches one hundred thousand (100,000) miles. The Maintenance Program for a Covered Vehicle shall be automatically terminated and no longer provided by EFM to the Company after the odometer mileage for a Covered Vehicle reaches one hundred thousand (100,000) miles.

(c) EFM will charge the Company, and the Company agrees to pay to EFM, a monthly maintenance fee for the Maintenance Program for each Covered Vehicle. The monthly maintenance fee for each Covered Vehicle will be listed on the Schedule for the Covered Vehicle and will be due and payable by the Company to EFM in advance on the first day of each month. The Company agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

(d) The services described in this Section are collectively referred to as the "Maintenance Program."

Initials: EFM _____ Company _____

10. MAINTENANCE MANAGEMENT PROGRAM: If the Maintenance Management Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an EFM Card for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Management Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

(c) EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs for a Covered Vehicle which are estimated to or do exceed seventy five dollars (\$75.00), or such other amount as may be established by EFM, in its sole discretion, from time to time under the Maintenance Management Program. All charges for service, maintenance, or repair for a Covered Vehicle under the Maintenance Management Program will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts, and unnecessary, unauthorized repairs. After the invoices are audited, EFM shall pay for the amount of the audited invoice. EFM will provide to the Company the audited invoices (the "Audited Invoices").

(d) Notwithstanding the above, in the event the service, maintenance, or repair are the result of or are related to damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to EFM. If the Company prefers that EFM handle the damage service, maintenance, or repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this administration service will be up to one hundred twenty five dollars (\$125.00) per claim, and the Company agrees to pay EFM for those fees and reimburse EFM for the damage service, maintenance, and repair as set forth in this Agreement (the "Administrative and Repair Fees"). If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a vehicle risk management agreement must be on file with EFM for the Company.

(e) The Company shall pay to EFM the amounts paid for by EFM under this Section and in conjunction with the Maintenance Management Program, including, without limitation, as set forth on the Audited Invoices as well as for the Administrative and Repair Fees in accordance with the terms of this Agreement.

(f) If the Maintenance Management Program is requested by the Company and provided by EFM, the EFM Card will authorize the Company to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

The services described in this Section are collectively referred to as the "Maintenance Management Program."

11. ODOMETER: Neither EFM nor EHI or any of its subsidiaries or affiliates assume responsibility for or shall be responsible or liable for the correctness of the odometer reading on any Covered Vehicle unless that inaccuracy is caused by the action of EFM or EHI or any of its subsidiaries or affiliates.

12. INSURANCE: During the term of this Agreement, the Company shall pay for and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering the Company, its authorized representatives, agents, employees, subsidiaries, affiliates, and all subcontractors, or anyone directly or indirectly employed by any of them, or any for whose acts any of them may be liable: Automobile Liability Insurance covering liability arising out of maintenance, use or operation by the Company, or its employee, authorized representative, or agent of any auto (owned, hired and non-owned) with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM and its subsidiaries and affiliates are to be named as Additional Insureds. All insurance shall be written through companies having an A.M. Best's rating of at least A VII or with such other companies as may reasonably be approved by EFM. All such liability insurance maintained by the Company shall include the condition that it is primary and that any such insurance maintained by EFM or any other additional insured is excess and non-contributory. Certificates of Insurance evidencing such coverages shall be furnished to EFM prior to commencement of this Agreement and at each subsequent policy renewal date. The Certificates shall provide for not less than thirty (30) days written notice to EFM prior to policy cancellation, non-renewal or material change.

13. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance, service, or repairs on any Covered Vehicle or any rental vehicle and any maintenance, service, or repair is to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, MAINTENANCE, REPAIRS, OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, service, maintenance, or repair will not relieve the Company from its obligations under this Agreement, including, without limitation, the payment to EFM of all amounts for which the Company is responsible and liable for under this Agreement.

14. NOTICES: All notices of cancellation or termination or other communications under this Agreement shall be mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the other Party at its address set forth on the signature page of this

Initials: EFM_____ Company_____

Agreement or at such other address as such party may provide in writing from time to time. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

15. MISCELLANEOUS:

- (a) Other than as specifically set forth in this Agreement, this Agreement may be amended only by an agreement in writing signed by EFM and the Company.
- (b) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
- (c) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM.
- (d) This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- (e) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- (f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This instrument shall be a valid and binding agreement when each Party has executed a counterpart. This Agreement may be signed and transmitted electronically or by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature and shall have the same binding effect as an original signature on an original document. The Parties agree that the electronic signature of any Party is intended to authenticate this Agreement, shall be considered an original signature, and have the same force and effect as a manual signature.
- (g) Whenever the context of this Agreement requires, references to the singular shall include the plural, and the plural shall include the singular, where appropriate; and words denoting gender shall be construed to include the masculine and feminine, where appropriate.
- (h) The Parties agree that all agreements and understandings between the Parties related to this Agreement are expressed and embodied herein; and in entering into this Agreement the Parties have not relied upon any statement or representation other than those expressly set forth herein.
- (i) Except as specifically set forth in this Agreement, the Company does not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of EFM or to bind EFM to any contract, agreement or undertaking with any third party.
- (j) No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- (k) All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available hereunder, at law, in equity, by statute, in any other agreement between the Parties or otherwise.

16. LIMITATION OF LIABILITY:

(a) NONE OF EFM, ITS AGENTS, OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES WILL BE LIABLE TO THE COMPANY FOR ANY LIABILITY, OBLIGATION, CLAIM, LOSS, PENALTY, FINE, COST, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY, BY ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INADEQUACY OF ANY COVERED VEHICLE OR RENTAL VEHICLE FOR ANY PURPOSE OR ANY DEFECT (LATENT OR PATENT) IN ANY COVERED VEHICLE OR RENTAL VEHICLE, OR THE USE OR MAINTENANCE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY REPAIR, SERVICING OR ADJUSTMENT OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY PROVISION OF ANY OF THE SERVICES FOR OR TO ANY COVERED VEHICLE, OR ANY DELAY IN SCHEDULING, ARRANGING, REIMBURSING OR PAYING FOR SERVICING, MAINTENANCE OR REPAIR OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY LOSS OF BUSINESS OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED, OR ANY ACTION TAKEN BY EFM UNDER A POWER OF ATTORNEY PURSUANT TO THIS AGREEMENT.

(b) IN NO EVENT SHALL EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BREACH OR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH A CLAIM, ACTION, CAUSE OF ACTION, DEMAND, LAWSUIT, ARBITRATION, INQUIRY, PROCEEDING OR LITIGATION IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17. INDEMNITY:

- (a) The Company agrees to defend, indemnify and hold harmless EFM, its agents, and EFM's or its Agent's respective affiliates, subsidiaries, successors and

Initials: EFM _____ Company _____

assigns (collectively, the "Indemnified Parties" with each being an "Indemnified Party") from and against any and all losses, damages, liabilities, actions, suits, claims, demands, penalties, fines, costs (including, without limitation, litigation costs) and expenses (including, without limitation, reasonable fees of counsel and experts) the Indemnified Parties may incur arising out of or resulting from any claim of a third party relating to: (a) the Company's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, (b) any loss, bodily injury, death of any person, theft or destruction of or damage to real or tangible personal property related to or arising out of the acts or omissions of the Company and its agents, employees, representatives, or drivers, including without limitation, the use, operation or condition of any Covered Vehicle or rental vehicle, (c) negligence or more culpable act or omission of the Company or any of its agents, employees, representatives, or drivers (including any recklessness or willful misconduct) in connection with the Company's performance under this Agreement, (d) the Company's failure to comply with, and failure to cause its agents, employees, representatives, or drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering any Covered Vehicle or rental vehicle or their use or operation, (e) any repair, maintenance, alteration, upgrade, upfit, addition, replacement, or improvement to a Covered Vehicle, (f) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties, (g) the inaccuracy of the odometer reading on any Covered Vehicle or any odometer statement for any Covered Vehicle, or (h) actions taken by any of the Indemnified Parties while acting as an agent of the Company or under a power of attorney given by the Company.

(b) In the event of a third party claim, suit, action or proceeding giving rise to the indemnification rights and obligations set forth in this Section, the Indemnified Parties (or its designee) shall be entitled to control the defense of such claim, suit, action or proceeding and the Company shall indemnify the Indemnified Parties from and against any fees, costs and expenses (including, without limitation, reasonable fees of counsel and experts) incurred by any of the Indemnified Parties in defending such third party claim; provided that the Company shall have the right to participate in the defense of any third party claim with counsel selected by it at the Company's expense. The indemnifying party shall not enter into a settlement of any such claim, suit, action, or proceeding without the applicable Indemnified Party's prior consent, which consent shall not be unreasonably withheld.

(c) The provisions of this Section shall survive any expiration or termination of this Agreement.

18. SIGNATORY WARRANTY: Each Party represents and warrants that it has read and fully understands all of the terms of this Agreement, that it has consulted with its legal counsel and understands the legal ramifications of this Agreement, that it intends the respective Party on whose behalf he or she are is affixing his or her signature to be legally bound, and he or she is fully and duly authorized to enter into and execute this Agreement on behalf of the respective Party on whose behalf he or she is affixing his or her signature.

19. SCHEDULES, ADDENDA, AND EXHIBITS: All Schedules and exhibits referenced in and/or attached to this Agreement, including, without limitation, the Packet if applicable, are hereby expressly made a part of this Agreement and deemed completely integrated herein.

20. POWER OF ATTORNEY: The Company does hereby constitute and appoint EFM as its agent and true and lawful attorney-in-fact (a) to execute, acknowledge, and deliver on behalf of the Company all instruments, documents, agreements, or assurances as may be required for EFM to provide to the Company the License Administration Program, (b) to take any and all actions EFM deems necessary to effectuate the License Administration Program, and (c) do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The Company ratifies and confirms all actions that the attorneys-in-fact or any of them, lawfully do or cause to be done by virtue of this power of attorney. This power of attorney, unless earlier revoked by the Company, shall remain in effect until this Agreement is terminated in its entirety.

21. REPRESENTATIONS AND WARRANTIES:

(a) The Company is duly organized, validly existing and in good standing in the jurisdiction of its incorporation, organization or formation, as applicable.

(b) The Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of

this Agreement.

(c) This Agreement, when executed by the Company (assuming due authorization, execution and delivery by EFM) will be a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and conditions, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(d) The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which the Company is a party or by which it is bound.

(e) The Company shall comply with all applicable laws and regulations in connection with the exercise of its rights and performance of its obligations hereunder.

22. SURVIVAL: Subject to the limitations and other provisions of this Agreement, Section 2 (Term and Termination), Section 3 (Additional Documentation), Section 5 (Payment Terms), Section 6 (Billing), Section 7 (Various Costs, Expenses, Fees, and Charges), Section 11 (Odometer), Section 13 (No Warranty), Section 15 (Miscellaneous), Section 16 (Limitation of Liability), Section 17 (Indemnity), Section 20 (Power of Attorney), Section 21 (Representations and Warranties), and Section 22 (Survival) shall survive the expiration or termination of this Agreement, as well as any other Section or provision that, in order to give proper effect to its intent should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

Initials: EFM _____ Company _____

IN WITNESS WHEREOF, EFM and the Company have executed this Agreement as of the day and year first above written.

COMPANY: Ellis County, Texas

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 101 West Main

Address: _____

Waxahachie, Texas 75165

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 2nd 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 **12:00 noon on the Wednesday 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: Dec. 31st, 2024 SUPPORTING DOCUMENT(S) ATTACHED?

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: PURCHASING

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: Jan. 7th, 2025

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration, and action to grant an exemption under Section 262.024 (1), Local Government Code, from the bidding requirements of Section 262.023, Local Government Code for the purchase of two (2) 2023 Chevrolet 1500 Work Trucks. Road & Bridge Pct.2 – Commissioner Lane Grayson

Discussion, consideration, and approval to purchase two (2) 2023 Chevrolet 1500 Work Trucks from Century Trucks & Vans in an amount of \$XX,XXX under the exemption granted by the Ellis County Commissioner’s Court. Road & Bridge Pct. 2 – Commissioner Lane Grayson

*

County Attorney Approval

Salesperson: Dews, Rich
F & I Manager:

Vehicle Purchase Order

Sale Date: 12/31/2024
Stock Number: 50651

DEALER (Also referred to as "Seller")

Name: Bill Adams Enterprises, LLC d/b/a Century Trucks & Vans
Address: 1300 E. Main St Grand Prairie, TX 75050
Phone: (972) 263-3952 Fax: (972) 264-1234

BUYER (Also referred to as "You")

Name: Ellis County
Address: 101 West Main St Ste 102 Waxahatchie, TX 75165
Phone(s): H: (214) 949-9292

TRADE VEHICLE

Year/Make/Model N/A
VIN / Miles: N/A
Lien holder: N/A

Seller has relied on the truth and accuracy of the information provided by buyer in connection with the Trade-In Vehicle(s). Buyer represents that you have given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above you must pay Seller the excess on demand. Buyer warrants that he/she has good and marketable title which is not branded Initial Here: X N/A

FOR "AS-IS" SALE ONLY:

I AM FULLY AWARE THAT "AS-IS" MEANS THAT I ASSUME 100% RESPONSIBILITY FOR ALL FAULTS THAT THIS VEHICLE HAS NOW OR IN THE FUTURE, AND THAT I AM RELEASING THE DEALERSHIP FROM ANY RESPONSIBILITIES AND/OR LIABILITIES REGARDING THIS VEHICLE AND THAT I AM IN FULL AGREEMENT TO PURCHASE THIS VEHICLE UNDER THE ABOVE MENTIONED TERMS. THE BUYER HEREBY ACCEPTS THE ABOVE DESCRIBED VEHICLE IN ITS PRESENT "AS-IS" CONDITION AND WAIVES ALL WARRANTIES INCLUDING THE DEALER'S IMPLIED WARRANTY OF MERCHANTABILITY AND THE DEALER'S IMPLIED WARRANTY OF FITNESS. SHOULD THE VEHICLE PROVE DEFECTIVE FOLLOWING BUYER'S PURCHASE, THE BUYER AND NOT THE DEALER, DISTRIBUTOR OR RETAILER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR. Used Car Buyers Guide: The information you see on the window form for this vehicle is part of this contact. Information on the window form overrides any contrary provisions in the contract of sale.

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT. YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED.

The 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.

THERE IS NO COOLING-OFF PERIOD.

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.

Buyer's Signature _____ Date 12/31/2024
Co-Buyer's Signature _____ Date 12/31/2024

Accepted By (Dealer or Authorized Representative) _____
Dealer may receive a fee, commission, or other compensation for providing, procuring, or arranging financing

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VEHICLE Used New

Year/Make/Model: 2023 Chevrolet 1500 Silverado
VIN: 3GCNAED0PG172202
Miles: Actual Exceeds Not Actual 19532

CO-BUYER
Name: N/A
Address: N/A
Phone(s): N/A

DISCLOSURE

X _____ X _____
X N/A X N/A

Sales Negotiated Price..... \$29,975.00
Accessories 1.....
2.....
3.....
Subtotal: \$29,975.00
GAP**..... \$0.00
Service Contract**..... \$0.00
Subtotal: \$29,975.00
Reg / Title / Other Fees* \$117.50
Inventory Tax/Inspection Fee..... \$82.96
Documentary Service Fees** \$225.00
N/A N/A

Subtotal: ~~\$425.46~~

0.000% Tax on Service Contract... \$0.00
Sales Tax 6.250% \$1,873.44
Total Sales Amount..... \$32,273.90
Deposit/ Cash Down..... \$1,000.00
Deferred Down Payment(s)..... \$0.00
Trade Allowance..... N/A
Trade Payoff..... N/A
Net Trade Value..... \$0.00
Total Down: \$1,000.00

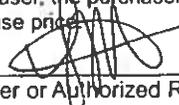
Cash Due / Finance Amount \$31,273.90

1. **CONDITIONS.** If for any reason financing approval is not given or other condition of Dealer's performance fails, or this Agreement is declared void, this section applies. You will return the Vehicle to us. You will pay us on demand all reasonable charges and expenses for any damage to the Vehicle. If you fail to return the Vehicle within 24 hours of our request, you acknowledge that we may retake immediate possession of the Vehicle and you agree to pay us (i) all reasonable expenses we incur in connection with retaking the Vehicle, including towing and storage charges, (ii) the greater of \$.50 per mile or \$50 per day for your use of the Vehicle from the date of your possession of it, and (iii) property damage claims, fines, claims, and penalties assessed by governmental agencies and attorney fees, and other sums to the extent permitted by applicable law.
2. **WARRANTIES.** The applicability of any existing manufacturer's warranty on the used motor vehicle, if any, shall be determined solely by the terms of such warranty. On used motor vehicles, Dealer makes no express warranties except as may be set forth in any written limited warranty granted to Buyer. As to the implied warranties of merchantability and fitness, the same shall be modified, disclaimed or excluded as provided in a separate writing furnished to Buyer by Dealer in the form of a Limited Warranty or a Disclaimer of Warranties. The terms of such Limited Warranty or Disclaimer of Warranties shall control and thereby affect any implied warranties, and such terms and conditions are hereby made a part of this order and are incorporated herein by reference.
3. **BUYER'S OBLIGATIONS.** Buyer agrees that any misrepresentation on any credit application provided by Buyer with respect hereto shall constitute a breach of this Agreement. Buyer agrees that upon execution of the Agreement, Buyer shall deliver to Seller the title to any trade in vehicle subject to the Agreement and shall sign all documents requested by Dealer for Dealer to obtain title to the trade in vehicle, including Authorization for Payoff and Affidavit or Lost Title. Buyer shall execute an odometer disclosure statement pertaining to Buyer's trade-in vehicle(s) as required by law. Buyer agrees and acknowledges that any misrepresentation on said odometer statement will constitute a breach of this agreement by Buyer and entitles Dealer to pursue all remedies allowed by law or, at Dealer's option, to cancel this agreement. Further, in the event the vehicle purchase referred to in this order is to be financed, Buyer herein, before or at the time of delivery of the vehicle ordered, and in accordance with the terms and conditions of payment indicated in the Agreement, agrees to execute a retail installment contract or security agreement for the purchase of such vehicle.
4. **SECURITY INTEREST.** Buyer hereby grants to Dealer a security interest in the subject vehicle and in all additions, accessories, and all proceeds of insurance covering its loss, damage, or destruction, and in all service contracts and mechanical breakdown policies pertaining thereto. Seller retains this security interest notwithstanding assignment of any retail installment contract or other financing agreement and Seller's security interest is secondary to the holder of the retail installment contract or other financing agreement.
5. **ATTORNEY'S FEES.** In the event either Buyer or Dealer shall seek the services of an attorney as a result of the breach of this agreement by the other party, the prevailing party in any legal action or arbitration shall be entitled to reimbursement of attorney's fees and costs incurred as a result of the other party's breach. Further, in the event Buyer files for bankruptcy, Dealer shall be entitled to collect any and all attorney's fees incurred by Dealer with respect to such bankruptcy proceeding, including but not limited to seeking relief from stay or seeking reaffirmation of the debt.
6. **BUYER'S WARRANTIES.** BUYER MAKES THE FOLLOWING WARRANTIES CONCERNING THE TRADE-IN VEHICLE(S) LISTED IN THE AGREEMENT:
 - A. That the vehicle has not been involved in any collision resulting in any body or chassis damage and does not contain any hidden mechanical defects or hidden defects in the body or chassis;
 - B. That other than the creditor lien for the stated payoff balance, the title to the trade-in vehicle is free and clear of any other liens or encumbrances, and that buyer is the registered owner of said vehicle and agrees to deliver to Dealer satisfactory evidence of title to said vehicle;
 - C. That the certificate of title for said vehicle does not contain any brand or comment, including but not limited to "REBUILT," "SALVAGE," "JUNK," "DESTROYED," "NON-CONFORMING," "LEMON," or "FLOOD;"
 - D. That the airbag(s) is/are intact and have not been deployed, deactivated, tampered with, repaired, or otherwise altered in any way, and that no airbag "on/off switch" has been installed;
 - E. That the trade-in vehicle has not been determined to have an uncorrected non-conformity or serious safety defect as the result of any final determination, adjudication or settlement in Washington or any other state;
 - F. That the vehicle's emission control equipment is intact, standard to the vehicle, and that no part of the system has been removed or altered;
 - G. That the vehicle has never sustained flood or water damage;
 - H. That the odometer on the vehicle has not been rolled back or otherwise tampered with, and that the mileage reflected on the odometer is the actual mileage on the vehicle

READ THIS ENTIRE DOCUMENT BEFORE SIGNING, IT INCLUDES MANY IMPORTANT AND BINDING PROVISIONS.

Purchaser agrees that (1) this order includes all the terms and conditions on the face of this form together with any attachments referenced herein. (2) This order cancels and supersedes any prior agreement and as of the date herein comprises the complete and exclusive statement of the terms of this agreement relating to the subject matters covered hereby. (3) If a retail installment contract or note and security agreement is signed in conjunction with this purchase order (collectively, the "agreement"), the agreement is binding upon execution, provided however, that the dealer will hereafter assess the buyer's creditworthiness and if the dealer does not hereafter approve financing on account of the buyer's creditworthiness and subsequently notifies buyer of such disapproval, this agreement is void, except as may otherwise be provided herein. (4) Purchaser by execution of this order certifies that he or she is of legal age and acknowledges that he or she has read its terms, conditions and attachments and has received a true copy of this order. (5) If any amount of purchase price is not paid at time of delivery of vehicle to purchaser, the purchaser grants to selling dealer a purchase money security interest in this vehicle as security for payment of the balance of the purchase price.

X _____ 12/31/2024
 Purchaser's Signature Date


 Dealer or Authorized Representative

X _____ 12/31/2024
 Co-Buyer's Signature Date

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Salesperson: Dews, Rich
F & I Manager:

Vehicle Purchase Order

Sale Date: 12/31/2024
Stock Number: 50725

DEALER (Also referred to as "Seller")

Name: Bill Adams Enterprises, LLC d/b/a Century Trucks & Vans
Address: 1300 E. Main St Grand Prairie, TX 75050
Phone: (972) 263-3952 Fax: (972) 264-1234

BUYER (Also referred to as "You")

Name: Ellis County
Address: 101 West Main St Ste 102 Waxahatchie, TX 75165
Phone(s): H: (214) 949-9292

TRADE VEHICLE

Year/Make/Model N/A
VIN / Miles: N/A
Lien holder: N/A

Seller has relied on the truth and accuracy of the information provided by buyer in connection with the Trade-In Vehicle(s). Buyer represents that you have given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above you must pay Seller the excess on demand. Buyer warrants that he/she has good and marketable title which is not branded Initial Here: X N/A

FOR "AS-IS" SALE ONLY:

I AM FULLY AWARE THAT "AS-IS" MEANS THAT I ASSUME 100% RESPONSIBILITY FOR ALL FAULTS THAT THIS VEHICLE HAS NOW OR IN THE FUTURE, AND THAT I AM RELEASING THE DEALERSHIP FROM ANY RESPONSIBILITIES AND/OR LIABILITIES REGARDING THIS VEHICLE AND THAT I AM IN FULL AGREEMENT TO PURCHASE THIS VEHICLE UNDER THE ABOVE MENTIONED TERMS. THE BUYER HEREBY ACCEPTS THE ABOVE DESCRIBED VEHICLE IN ITS PRESENT "AS-IS" CONDITION AND WAIVES ALL WARRANTIES INCLUDING THE DEALER'S IMPLIED WARRANTY OF MERCHANTABILITY AND THE DEALER'S IMPLIED WARRANTY OF FITNESS. SHOULD THE VEHICLE PROVE DEFECTIVE FOLLOWING BUYER'S PURCHASE, THE BUYER AND NOT THE DEALER, DISTRIBUTOR OR RETAILER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR. Used Car Buyers Guide: The information you see on the window form for this vehicle is part of this contact. Information on the window form overrides any contrary provisions in the contract of sale.

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT. YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED.

The 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.

THERE IS NO COOLING-OFF PERIOD.

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12/31/2024
Buyer's Signature _____ Date
12/31/2024
Co-Buyer's Signature _____ Date

Accepted By Dealer or Authorized Representative
Dealer may receive a fee, commission, or other compensation for providing, procuring, or arranging financing

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VEHICLE Used New
Year/Make/Model: 2023 Chevrolet 1500 Silverado
VIN: 3GCNAED4PG171814
Miles: X Actual Exceeds Not Actual 12539

CO-BUYER
Name: N/A
Address: N/A
Phone(s): N/A

DISCLOSURE
Structural Damage announcement at auction

X _____ X _____
N/A N/A

Sales Negotiated Price..... \$29,975.00
Accessories 1.....
2.....
3.....
Subtotal: \$29,975.00
GAP**..... \$0.00
Service Contract**..... \$0.00
Subtotal: \$29,975.00
Reg / Title / Other Fees* \$13.25
Inventory Tax/Inspection Fee.... \$82.96
Documentary Service Fees** \$225.00
N/A N/A
Subtotal: \$321.21

0.000% Tax on Service Contract... \$0.00
Sales Tax 0.000% \$0.00
Total Sales Amount..... \$30,296.21

Deposit/ Cash Down..... \$1,000.00
Deferred Down Payment(s)..... \$0.00
Trade Allowance..... N/A
Trade Payoff..... N/A
Net Trade Value..... \$0.00
Total Down: \$1,000.00

Cash Due / Finance Amount..... \$29,296.21

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2. **WARRANTIES.** The applicability of any existing manufacturer's warranty on the used motor vehicle, if any, shall be determined solely by the terms of such warranty. On used motor vehicles, Dealer makes no express warranties except as may be set forth in any written limited warranty granted to Buyer. As to the implied warranties of merchantability and fitness, the same shall be modified, disclaimed or excluded as provided in a separate writing furnished to Buyer by Dealer in the form of a Limited Warranty or a Disclaimer of Warranties. The terms of such Limited Warranty or Disclaimer of Warranties shall control and thereby affect any implied warranties, and such terms and conditions are hereby made a part of this order and are incorporated herein by reference.
3. **BUYER'S OBLIGATIONS.** Buyer agrees that any misrepresentation on any credit application provided by Buyer with respect hereto shall constitute a breach of this Agreement. Buyer agrees that upon execution of the Agreement, Buyer shall deliver to Seller the title to any trade in vehicle subject to the Agreement and shall sign all documents requested by Dealer for Dealer to obtain title to the trade in vehicle, including Authorization for Payoff and Affidavit or Lost Title. Buyer shall execute an odometer disclosure statement pertaining to Buyer's trade-in vehicle(s) as required by law. Buyer agrees and acknowledges that any misrepresentation on said odometer statement will constitute a breach of this agreement by Buyer and entitles Dealer to pursue all remedies allowed by law or, at Dealer's option, to cancel this agreement. Further, in the event the vehicle purchase referred to in this order is to be financed, Buyer herein, before or at the time of delivery of the vehicle ordered, and in accordance with the terms and conditions of payment indicated in the Agreement, agrees to execute a retail installment contract or security agreement for the purchase of such vehicle.
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 - E. That the trade-in vehicle has not been determined to have an uncorrected non-conformity or serious safety defect as the result of any final determination, adjudication or settlement in Washington or any other state;
 - F. That the vehicle's emission control equipment is intact, standard to the vehicle, and that no part of the system has been removed or altered;
 - G. That the vehicle has never sustained flood or water damage;
 - H. That the odometer on the vehicle has not been rolled back or otherwise tampered with, and that the mileage reflected on the odometer is the actual mileage on the vehicle

READ THIS ENTIRE DOCUMENT BEFORE SIGNING, IT INCLUDES MANY IMPORTANT AND BINDING PROVISIONS.

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X _____ 12/31/2024
 Purchaser's Signature Date

 Dealer or Authorized Representative

X _____ 12/31/2024
 Co-Buyer's Signature Date

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State of Texas

§

Resolution 2024-06

County of Ellis

§

**A Non-Binding Resolution by the Ellis County Commissioners' Court
Endorsing a 9-1-1 Update to Identify Unsuccessful Callers**

WHEREAS, on December 12th, 2024, former Ovilla Mayor Leo A. Wrobel appeared before this body to describe and demonstrate how recent 911 outages have occurred in the United States, including a case in Massachusetts that left municipal authorities unprepared; and

WHEREAS, the Federal Communications Commission (FCC), which has recently issued over \$100 million in fines to service providers for miscarried 911 calls, stated on April 18th, 2024 that *"When you call 911 in an emergency, it is vital that call goes through. The FCC has already begun investigating the 911 multi-state outages..."* and

WHEREAS, Wrobel described how to identify 911 callers who do not get through due to overloaded phone lines, as well as the means to alert public officials and policymakers when such situations occur; and

WHEREAS, Wrobel and his staff, desiring to implement this potentially life-saving system in North Texas, have reached out to the North Central Texas Council of Governments (NCTCOG) and other responsible entities that have expressed interest in this capability upon request by any municipality or other official entity likewise expressing interest and support;

NOW THEREFORE BE IT RESOLVED:

- 1) That the Ellis County Commissioners' Court endorses the concept of a 911 emergency telephone enhancement to give 911 centers the ability to identify callers that cannot get through due to overloaded phone lines, and which also automatically notify elected officials and other policymakers when such incidents occur;
- 2) That this resolution in no way binds Ellis County to any expense or commitment, but only signifies interest in and support of enhanced 911 tracing capabilities in North Texas;
- 3) That the Ellis County Commissioners' Court respectfully requests that the North Central Texas Council of Governments and/or other responsible entities explore options to implement such a service, insofar as making it available and affordable to counties, municipalities, districts, 911 call centers, and other official entities.

In witness thereof, signed the 7th of January, 2025 –

Todd Little, Ellis County Judge

Randy Stinson, Commissioner, Precinct 1

Lane Grayson, Commissioner, Precinct 2

Louis Ponder, Commissioner, Precinct 3

Kyle Butler, Commissioner, Precinct 4

Attest: Krystal Valdez, County Clerk