

A3

1000700



PRECINCT 2

Date: March 2, 2020
Invoice #1

To City of Alma
104 Inter Urban Rd.
Alma, TX 75119
972-935-6777

Item Name	Quantity	Description	Unit Price	Hours	Line Total
Lyndle Rd and S Old Alma Rd		Reclaim an 2 Course Chip Seal Lyndle Rd from the I-45 Service Rd to S Old Alma Rd and S Old Alma Rd from Lyndle Rd to the RR Crossing at Tom Sawyer Rd			\$12,000.00

Subtotal	\$12,000.00
Sales Tax	\$0.00
Total	\$12,000.00

Invoice prepared by: Chad Spence, Ellis County Assistant Foreman, Pct. 2

To accept this invoice, sign here and send payment to the below address.

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* 1/17/2020

per Commissioners Count Minute Order _____

Local Government Requesting Service: CITY OF ALMA

Description of Project to be Undertaken: Reclaim and chip seal Lyndle Rd from IH 45 Svc. Rd to S. Old Alma Rd to RR Track

Location of Project to be Undertaken: Alma, TX

Requested by: _____

Signature of
Ellis Co. Commissioner, Pct. 2

Department: Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2019/20.

Todd Little
County Judge, Ellis County, Texas

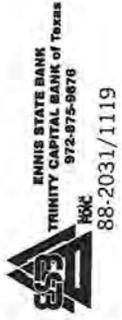
ACCEPTED AND AGREED TO this 2nd day of March, 2019/20.

Signature: J. B. [Signature]

Title: City Manager

On Behalf of: City of Alma

3912



City of Alma
104 Interurban Rd
Alma, TX 75119
972-825-7938

PAY TO THE ORDER OF Ellis County Precinct 2

2/19/2020

\$ **12,000.00

Twelve Thousand and 00/100***** DOLLARS

Ellis County Precinct 2
P O Box 8257
Ennis, TX 75120

Andrew Blank
AUTHORIZED SIGNATURE

MEMO Invoice #1

⑈003912⑈ ⑆11920312⑆ 03 0022 8⑈

City of Alma

Ellis County Precinct 2

3912

2/19/2020
Reclaim and chip seal Lyndel to Sold Alma to RRR Cro

12,000.00

Ennis State Bank-Che Invoice #1

12,000.00

Security features. Details on back.

**INTERLOCAL COOPERATION CONTRACT
BETWEEN COUNTY OF ELLIS AND CITY OF WAXAHACHIE**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

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

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

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A. The County of Ellis (hereinafter COUNTY) and the City of Waxahachie (hereinafter CITY) shall establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts, competitive sealed proposals and request for statement of qualifications pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code. This shall include contracts for the maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY and the CITY shall further be authorized to sell each other; goods and services.
- B. The COUNTY and the CITY shall make payments to the local government, a local cooperative organization or directly to a vendor under a contract made, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and for such function, goods and/or services.
- C. The COUNTY and the CITY, as paying parties acknowledge and certify, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to County and City.
- D. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31, 2020.

- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
1. that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 2. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F. The CITY, hereby makes, constitutes and appoints COUNTY it's true and lawful purchasing agent for the purchase of various commodities and services using Annual Contracts (Bids, Proposals, Request for Qualifications). COUNTY will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to COUNTY. Upon receipt of request, COUNTY will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), COUNTY will forward a copy of the letter and appropriate Annual Contract to the requesting entity. CITY agrees that COUNTY shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by COUNTY according to its usual bidding procedures and in accordance with applicable State statutes.
- G. CITY agrees that all specifications for selected items bid by the COUNTY shall be as determined solely by the COUNTY.
- H. CITY shall be the party receiving the function, goods, or service and providing payment for such function, goods and /or services.
- I. CITY agrees to pay the supplier for all functions, goods, or services pursuant to this agreement. The successful bidder or bidders shall bill CITY directly for all items purchased, and CITY shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.
- J. **PURCHASING MANAGER**, Purchasing Agent for the CITY, is hereby designated as the official representative to act for the CITY in all matters relating to this agreement.
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- P. COUNTY or CITY agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Contract, or as outlined by the Texas Prompt Payment Act.
- Q. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- R. Both Parties agree to require any applicable vendors to comply with Sections 2270.002 and 2252.152 of the Texas Government Code.
- S. Either Party may terminate this contract upon thirty (30) days written notice to the other Party's designated official representative.

EXECUTED in duplicate this the 21st day of January, 2020.

ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

CITY OF WAXAHACHIE, TEXAS

By: *T. David Bell*
Mayor, City of Waxahachie

Attest:

Lori Cartwright
Lori Cartwright, City Secretary



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ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

CITY OF WAXAHACHIE, TEXAS

By: *T. David Bell*
Mayor, City of Waxahachie

Attest:

Lori Cartwright
Lori Cartwright, City Secretary





AS

4RE/VISTA Price Quote

CUSTOMER: Ennis Police Department

ISSUED: 12/15/2019 7:43 AM

EXPIRATION: 2/29/2020 12:00 PM

**TOTAL PROJECT ESTIMATED AT:
\$97,216.00**

,
,,
'''

ATTENTION: David Anthony

SALES CONTACT: Izzy Valdovino

PHONE: 972-875-4462

DIRECT:

E-MAIL:

E-MAIL: izzy.v@motorolasolutions.com

EvidenceLibrary.com

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-UNL-SHD	Evidencelibrary.com, Software and Hosting, Unlimited Shared, Annually per device	9.00	\$695.00	\$0.00	\$6,255.00

Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-UPL-SRV-501	Server, Upload, 1U, EvidenceLibrary.com, 60 Concurrent Devices, 5 Year Warranty	1.00	\$4,500.00	\$0.00	\$4,500.00
					\$10,755.00

EvidenceLibrary.com

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-UNL-ASD	Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Annually per device	30.00	\$495.00	\$0.00	\$14,850.00
					\$14,850.00

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-001	VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording. Includes one camera mount, 32 GB of storage, Wi-Fi docking base, Smart PoE Switch, cables and 1 year warranty.	9.00	\$1,445.00	\$0.00	\$13,005.00
VIS-EXT-WIF-001	VISTA HD WiFi Additional Camera Only	21.00	\$995.00	\$0.00	\$20,895.00
VIS-VTS-DTC-001	VISTA Transfer Station Assy, 8 Cameras, Ethernet, DEV 144, Enhanced ESD Protection	4.00	\$1,495.00	\$0.00	\$5,980.00
VIS-CHG-MAG-001	Charging Cable, VISTA QuickConnect 12V Magnetic Mobile Charging Kit	9.00	\$99.00	\$0.00	\$891.00

415 E. Exchange Parkway • Allen, TX • 75002
 Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-WIF-NOF	Warranty, VISTA WiFi, 3 Year No-Fault	30.00	\$450.00	\$0.00	\$13,500.00

Additional Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-WGV-RED-E01	Software, REDACTIVE(sm), Enterprise User License, Rev 3.0	1.00	\$5,995.00	\$0.00	\$5,995.00
WAR-WGR-MNT-3YR	REDACTIVE(sm), Software Support & Maintenance, 3-Year Bundle	1.00	\$2,795.00	\$0.00	\$2,795.00
HDW-4RE-VIS-RED	Redactive Tower, Xeon 16 Core, 480GB SSD, Blu Ray DVDRW, 16GB RAM	1.00	\$4,000.00	\$0.00	\$4,000.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	9.00	\$150.00	\$0.00	\$1,350.00
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	\$2,500.00	\$0.00	\$2,500.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$605.00	\$0.00	\$605.00
					\$71,611.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$97,216.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

Ab

Racial Profiling Report | Full

Reporting Date: 02/27/2020

Agency Name: ELLIS CO. SHERIFF'S OFFICE
TCOLE Agency Number: 139100

Chief Administrator: CHARLES E. EDGE

Agency Contact Information:
Phone: (972) 825-4972
Email: charles.edge@co.ellis.tx.us

Mailing Address:
300 S. JACKSON ST.
WAXAHACHIE, TX 75165

This Agency filed a full report

ELLIS CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the ELLIS CO. SHERIFF'S OFFICE from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the ELLIS CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the ELLIS CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the ELLIS CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the ELLIS CO. SHERIFF'S OFFICE policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- 7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:
 - a.) the Commission on Law Enforcement; and
 - b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: DEBRA K. BROWN, Admin Assistant

Date: 02/27/2020

Total stops: 3840

Gender

Female	1285
Male	2555

Race / Ethnicity

Black	487
Asian / Pacific Islander	25
Hispanic / Latino	2355
White	967
Alaska Native / American	6

Was race or ethnicity known prior to stop?

Yes	0
No	3840

Reason for stop?

Violation of law	417
Preexisting knowledge	14
Moving traffic violation	2431
Vehicle traffic violation	978

Street address or approximate location of the stop

City street	479
US highway	822
County road	1243
State highway	1288
Private property or other	8

Was a search conducted?

Yes	345
No	3495

Reason for Search?

consent	191
contraband	6
probable	102
inventory	34

incident to arrest	12
Was Contraband discovered?	
Yes	100
No	245
Description of contraband	
Drugs	78
Currency	0
Weapons	0
Alcohol	14
Stolen property	0
Other	8
Result of the stop	
Verbal warning	0
Written warning	2849
Citation	823
Written warning and arrest	70
Citation and arrest	13
Arrest	85
Arrest based on	
Violation of Penal Code	44
Violation of Traffic Law	11
Violation of City Ordinance	0
Outstanding Warrant	30
Was physical force resulting in bodily injury used during stop?	
Yes	3
No	3837

Submitted electronically to the



The Texas Commission on Law
Enforcement

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

THIS AGREEMENT is entered into on this _____ day of _____ 2020, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and the City of Mansfield, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as ExpressVote Ballot Marking Device (BMD); and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

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

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$299.25** per machine paid in advance. Said payment is for a period of **April 16, 2020** through **May 4, 2020** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period. Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.

2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.

3. County shall supply the Lessee with **ONE (1)** ExpressVote BMD machine.

4. Lessee is responsible for the following actions or functions:
 - A. Contacting Election System and Software, Inc., herein ES&S, for coding of ExpressVote BMD voting machine.
 - B. Ordering Ballots and programmed Flash Drive for the ExpressVote BMD.
 - C. Pick-Up of equipment from the Elections Administrator's Office.
 - D. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - E. Reasonable care to prevent theft of or damage to the ExpressVote BMD voting machines.

5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.

6. Lessee must designate Individuals for training in the proper operation of the ExpressVote BMD machines. ES&S may periodically provide training in the proper use of the ExpressVote BMD machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to

21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

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

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

County of Ellis, State of Texas:

Lessee:

Todd Little
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

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

Krystal Valdez
Ellis County Clerk

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

Jana Onyon
Ellis County Elections Administrator

Telephone: _____

E-Mail: _____

Signed Agreement and payment for lease shall be mailed to:
Ellis County Elections

Attn: Jana Onyon

204 E Jefferson Street

Waxahachie, TX 75165

Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.

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

THIS AGREEMENT is entered into on this _____ day of _____ 2020, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and the Rockett Special Utility District, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

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

AGREEMENT:

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

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$299.25** per machine paid in advance. Said payment is for a period of **April 16, 2020** through **May 4, 2020** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period. Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
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Lessee:

Todd Little
Ellis County Judge

By: _____
Signature of Authorized Representative

Attest:

Printed Name and Title of Authorized
Representative of Lessee (City, School, or
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Krystal Valdez
Ellis County Clerk

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

Jana Onyon
Ellis County Elections Administrator

Telephone: _____

E-Mail: _____

Signed Agreement and payment for lease shall be mailed to:
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Attn: Jana Onyon

204 E Jefferson Street

Waxahachie, TX 75165

Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.

A8



ATWOOD VALUATIONS

WAXAHACHIE, TEXAS 75168 / 2626 COLE AVENUE #300 DALLAS, TEXAS 75204

PH 972-938-9000 / FAX 972-938-9003 / P. O. BOX 694

March 3, 2020

Hon. Todd Little
County Judge
101 W. Main Street
Waxahachie, Texas 75165

VIA EMAIL DELIVERY

Ref: I-35 E 5.04 acres
Westgate Park
Waxahachie, Texas

Dear Sir:

We will complete an appraisal and prepare a written report on approximately 5.04 acres located on I-35 E. The report will be written in our understanding and in compliance with USPAP Standards 1 and 2-2-A. The purpose of the appraisal assignment is to formulate an opinion of the market value of the real property and the use of the report will be for possible negotiation for a purchase or sale of the property.

While I make no guaranty that the services will guarantee a satisfactory outcome; nor that the results will be acceptable for your purposes, services will be rendered under our understanding of the Uniform Standards of Professional Appraisal Practice Standards stated above. The appraisals will be for the land only and will not include any improvements, furniture, fixtures or equipment; nor any Going Concern value.

The fee for the completed appraisal will be \$1,500 and Ellis County will be the intended client and intended user of the report. Further, it is my understanding that the report is confidential regarding any conclusions, opinions and value.

Payment for our appraisals is protected by federal regulations while working for federally insured institutions (banks, savings banks, credit unions). We normally require a retainer when working for individuals and other entities. However, Ellis County is a government agency and the retainer will be waved provided that the appraisal fee is paid within two weeks of delivery.

If any problems are encountered that would be of such a nature requiring any scope of work changes in this fee, all work will cease, and you will be contacted and informed before proceeding.

An anticipated delivery date will be in approximately two weeks from receipt of this signed engagement letter and any requested information provided no delays are encountered with arranging property visits, weather, etc. Requested information is for an estimated total completion date for the proposed sewer line in an agreement with the city of Waxahachie, Texas.

If you are in agreement with this engagement letter please sign and return a copy of this engagement letter. Please feel free to call if you have additional questions.

Kindest Regards,



M.E. Atwood, MAI SRA, CMEA
TX-1321600G (12-31-2021)

Accepted by

Date _____

Date _____

Date _____

QUALIFICATIONS OF M.E. ATWOOD, MAI SRA, CMEA



EDUCATION

Graduated J. F. Kimball High School, Dallas, Texas, Bachelor of Business Administration, Southern Methodist University, 1969, Major-Economics, Minor Finance

Various one and two day seminars sponsored by Appraisal Organizations the most recent being:

Highest and Best Use & Market Analysis (August 1999), Operating Expense Analysis (December 2001), Appraisal Consulting (August 2003), Land Analysis (August 2003), Scope of Work Seminar (November 2003), Appraising Convenience Stores (November 2004), New URAR Fannie Mae Forms (July 2005), Business Ethics and Practice (December 2013), Green Building Seminar (September 2008, USPAP Update (September 2009), UAD (September 2011, Appraisal Curriculum (August 2011), USPAP update (November 2011 USPAP update February 2014), February 2016, USPAP update 2018, USPAP update 2019), Essential Elements of Disclosure & Disclaimers December (2017), Appraisal Review-General 2012, FACT PAC Representative and Trustee (2018)

EXPERIENCE

Appraisals

Active in the Real Estate Profession since 1973

Presently Appraiser/Consultant doing business with:
Atwood Valuations

P.O. Box 694
Waxahachie, TX 75168
972-938-9000

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Active in real estate in Commercial/Investment Brokerage and property management. Management experience in office, retail, rental houses, and have managed many multi-family projects.

Construction

Personally built Willow Wood Centre (office), New Horizon Daycare, 300 1st Street, Red Oak Village Shopping (shopping center), Warrior Trail Apartments, and various single-family houses.

Teaching

have instructed for or instructing for the following:
Texas Association of REALTORS - GRI Courses, Montana Association of REALTORS, Oklahoma Association of REALTORS, Illinois Association of

REALTORS, Tennessee Association of REALTORS, Colorado Association of REALTORS, Appraisal Institute, Published in Texas REALTOR magazine, Colorado REALTOR magazine, and Living Magazine of Ellis County

PROFESSIONAL LICENSES AND ASSOCIATIONS

Texas Real Estate Broker's License, Member National Association of REALTORS, Member Texas Association of REALTORS, Member North Texas Commercial Board of REALTORS, Ellis County Board of REALTOR, President - 1980, SRA, SRPA, MAI- Member of the Appraisal Institute, 1990 Chairman of Texas REALTOR Magazine - Texas Association of REALTORS
1990 Chairman of Admissions Committee - Society of Real Estate Appraisers
Faculty Selection Committee for Texas Association of REALTORS (2007),
General Certified Appraiser (Texas-#TX-1321600-G) 12-31-19, NEBB Institute-
CMEA (Certified Machinery & Equipment Appraiser)

AVIATION EXPERIENCE

Licensed Commercial Pilot with Multi Engine and Instrument ratings. Over 56 years in aviation.

APPRAISAL EXPERIENCE

Several thousand single family residential appraisals completed for the following clients:

CU Members Mortgage	Ellis County District Court
CNB Mortgage	Owens Corning Fiberglass
State Farm Bank	GMAC Mortgage
HomeEquity	Northern Trust Bank
The Cowboy Bank	Metropolitan Mortgage
Option One	H & R Block Mortgage
First State Bank	Incommons Bank

Several hundred narrative appraisal reports completed ranging from farms and ranches, to fast food buildings, medical clinics, schools, churches, apartments, motels, condemnations, automotive facilities, convenience stores, subdivisions and office buildings for the following:

Community National Bank	Ellis County District Court
Dallas County	Wells Fargo Bank
Citizens National Bank of Texas	JP Morgan Chase Bank
Various Estates	Various Individuals
IRS	Ennis State Bank
First State Bank	Trinity River Authority
City of Duncanville, Texas	City of Ennis, Texas
City of Midlothian, Texas	City of Waxahachie, Texas
Texas Department of Transportation	City of Red Oak, Texas
City of Maypearl, Texas	Quail Creek Bank
FAA	U. S. Postal Service
Interbank Bank	Inwood Bank

Court or Commission testimony or public appearances in several cases in the following:

Justice of the peace Courts	County Courts
Commissioners Courts	State Courts
Federal Bankruptcy Courts	District (Civil/Family) Courts
Zoning Commissions	Planning and Zoning Commissions



TEXAS APPRAISER LICENSING &
CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **MICHAEL ERNEST ATWOOD**

License #: **TX 1321600 G**

License Expires: **12/31/2021**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Douglas E. Oldmixon
Commissioner

DEFINITIONS

The following definitions are contained in "The Dictionary of Real Estate Appraisal" Third Edition, Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP).

FEE SIMPLE -An absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

LEASED FEE -An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by the contract terms contained within the lease.

LEASEHOLD -The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions.

MARKET RENT -The rental income that a property would most probably command on the open market: indicated by current rents paid and asked for comparable space as of the date of the appraisal.

EXPOSURE TIME-The estimated length of time the property interested being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

MARKETING TIME-The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the an appraisal.

HYPOTHETICAL CONDITION-that which is contrary to what exists but is supposed for the purpose of the analysis.

EXTRAORDINARY ASSUMPTION-an assumption, directly related to a specific assignment, which if found to be false, could alter the appraiser's opinions or conclusions.

RETROSPECTIVE VALUATION- retrospective appraisals (effective date of the appraisal prior to the date of the report) may be required for property tax matters, estate or inheritance matters, condemnation proceedings, suits to recover damages, and similar situations.

BUSINESS VALUE-a value enhancement that results from items of intangible personal property such as marketing and management skills, an assembled work force working capital, trade names, franchises, patents, trademarks, contracts, leases, and operating agreements.

GOING-CONCERN VALUE-the value created by a proven property operation; considered as a separate entity to be value with the specific business establishment; also called going value.

ASSUMPTIONS & LIMITATIONS

The legal description furnished are assumed to be correct and the title is assumed to be good. Except for existing easements or known easements shown on furnished surveys, any present liens and encumbrances are disregarded and the property is appraised assuming current market rates and terms. The property is appraised assuming it is under responsible ownership and competent management. Extreme uses or substantially different uses from the marketplace and not considered unless mention specifically. Information from legal records, the owner, and other individuals regarding the subject and comparable properties is assumed to be true.

This report remains the sole property of the appraiser. Disclosure of the contents of this report is governed by the rules and regulations of the Appraisal Institute.

No other parties are expected to rely on this report, or any conclusions or opinions contained in this report, other than the named client or clients listed in the report. This limitation does not expired with the passage of time and cannot be voided in any manner by the use of the report as it is prepared for the listed client or clients only.

The use of this report in any manner by the client is considered to be acceptance of the report.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the professional organizations) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.

The appraiser will not be required to give testimony or attendance in any court or

before any authority by reason of the appraisal, without the prior agreement and arrangement between the employer and the appraiser.

The distribution of value between land and improvements applies to existing utilization only. Separate valuation of land and improvements is invalid. The appraised value is stated in current dollars, as of the date of appraisal. Only the real estate is considered in the report unless other specific items such as non-realty items or personal property are mentioned.

No responsibility is assumed for matters involving legal or title consideration. Employment for appraisal work is not contingent upon a predetermined value estimate.

This appraiser makes no guarantee that this appraisal report will be accepted by any specific lender; however, our best efforts will be used to work with any lender to obtain acceptance.

As the values obtained in this report are opinions of value, this appraiser makes no guarantee, written or implied, that the subject property will sell for the estimated market value obtained in the appraisal report.

The reader of this report is cautioned that Texas is not a full disclosure state. Therefore, all information concerning the sale of a piece of property (sales price, terms, etc.) is not available from any source of public records. Information concerning sales prices, terms, etc. can only be obtained by and through contact with one of the parties associated with the transaction such as the Grantor, Grantee, title company, or broker. As current codes of ethics limit brokers and title companies from giving full information, the information is frequently only obtainable from a Grantor or Grantee. If the Grantor or Grantee chooses not to furnish this information to the appraiser, then no absolute source is available to confirm sales prices, etc. Additionally, the Graham-Leach-Bliley Act may have

implications on some sources reporting information.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

This appraiser is not qualified to make any ADA (Americans with Disabilities Act) assessment of the subject property as to compliance and no such ADA report was furnished to this appraiser. A property substantially out of compliance could face a significant monetary expense to be placed in compliance and the amount could have an impact upon the final opinion of value. An ADA assessment is recommended on improved properties.

Any use of the word "estimate" in this report is considered to be similar to the use of the word "opinion". The reason for this is that computers and automated valuation models may render an "estimate" of value while only humans can render an "opinion" of value.

Any use of the word "inspection" in this report should not be taken to mean that this appraiser has made a formal inspection of the mechanical conditions of any of the systems of the subject property. No such "inspection" was made of the plumbing, heating, air-conditioning, electrical systems, etc. of the subject property (if applicable) as this appraiser is not a state licensed property inspector and no guarantee is made as to the

condition of these systems. All systems are assumed to be operational at a market functional level unless deficiencies or needed repairs are revealed to this appraiser and unless mentioned by this appraiser.

It is assumed, and implied, by engagement for the appraisal, that this appraiser has full permission from both the lender, borrower and any architect or engineer hired by the borrower, or any other source of copyrighted materials, that the appraiser has the authority to make copies of any plans, blueprints, etc. furnished to this appraiser for purposes of the analysis and inclusion in the report.

Photographs and maps used in the attached report may come from various different sources including Interflood, government topographical maps, MLS, Google Earth, real estate agents, other appraisers or personally taken photographs by this appraiser or appraisers. In all cases they are considered to reasonably represent the subject property and all comparable data used and relied on in formulating the opinions and conclusions. Additionally, it is virtually impossible to have the opportunity to inspect any of the comparable data as of the actual date of the transaction. It may have substantially changed, been razed, or remodeled since the day of the transaction and therefore a current photograph may be misleading as to the condition on the date of the transaction.

The square footage contained in any improvements may be taken from several different sources including blueprints, site plans, tax records or measurement. However, differences in square footage frequently occur among otherwise reputable sources. Various reasons for the differences exist. Some reasons include different definitions of living space or useable space, different measurement techniques (e.g. laser equipment, steel tape, fiberglass tape) or equipment, and rounding. Very few improvements are constructed to the "exact" measurements shown on blueprints, and therefore some

rounding is generally required to make a building "square up" (e.g. the front of the building equal to the length of the rear of the building, and each side).

Depending upon collected information the report may be completed with hypothetical conditions or extraordinary assumptions depending upon the needed information that is furnished.



ATWOOD VALUATIONS

WAXAHACHIE, TEXAS 75168 / 2626 COLE AVENUE #300 DALLAS, TEXAS 75204

PH 972-938-9000 / FAX 972-938-9003 / P. O. BOX 694

March 3, 2020

Hon. Todd Little
County Judge
101 W. Main Street
Waxahachie, Texas 75165

VIA EMAIL DELIVERY

Ref: County Farm 239.304 acres
FM 878
Waxahachie, Texas

Dear Sir:

We will complete an appraisal and prepare a written report on approximately 239.304 acres located on FM 878. The report will be written in our understanding and in compliance with USPAP Standards 1 and 2-2-A. The purpose of the appraisal assignment is to formulate an opinion of the market value of the real property and the use of the report will be for possible negotiation for a purchase or sale of the property.

While I make no guaranty that the services will guarantee a satisfactory outcome; nor that the results will be acceptable for your purposes, services will be rendered under our understanding of the Uniform Standards of Professional Appraisal Practice Standards stated above. The appraisals will be for the land only and will not include any improvements, furniture, fixtures or equipment; nor any Going Concern value.

The fee for the completed appraisal will be \$1,750 and Ellis County will be the intended client and intended user of the report. Further, it is my understanding that the report is confidential regarding any conclusions, opinions and value.

Payment for our appraisals is protected by federal regulations while working for federally insured institutions (banks, savings banks, credit unions). We normally require a retainer when working for individuals and other entities. However, Ellis County is a government agency and the retainer will be waved provided that the appraisal fee is paid within two weeks of delivery.

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www.atwoodvaluations.com

If you are in agreement with this engagement letter please sign and return a copy of this engagement letter. Please feel free to call if you have additional questions.

kindest Regards,



M.E. Atwood, MAI SRA, CMEA
TX-1321600G (12-31-2021)

Accepted by

Date _____

Date _____

Date _____

QUALIFICATIONS OF M.E. ATWOOD, MAI SRA, CMEA



EDUCATION

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Faculty Selection Committee for Texas Association of REALTORS (2007),
General Certified Appraiser (Texas-#TX-1321600-G) 12-31-19, NEBB Institute-
CMEA (Certified Machinery & Equipment Appraiser)

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HomeEquity	Northern Trust Bank
The Cowboy Bank	Metropolitan Mortgage
Option One	H & R Block Mortgage
First State Bank	Incommons Bank

Several hundred narrative appraisal reports completed ranging from farms and ranches, to fast food buildings, medical clinics, schools, churches, apartments, motels, condemnations, automotive facilities, convenience stores, subdivisions and office buildings for the following:

Community National Bank	Ellis County District Court
Dallas County	Wells Fargo Bank
Citizens National Bank of Texas	JP Morgan Chase Bank
Various Estates	Various Individuals
IRS	Ennis State Bank
First State Bank	Trinity River Authority
City of Duncanville, Texas	City of Ennis, Texas
City of Midlothian, Texas	City of Waxahachie, Texas
Texas Department of Transportation	City of Red Oak, Texas
City of Maypearl, Texas	Quail Creek Bank
FAA	U. S. Postal Service
Interbank Bank	Inwood Bank

Court or Commission testimony or public appearances in several cases in the following:

Justice of the peace Courts	County Courts
Commissioners Courts	State Courts
Federal Bankruptcy Courts	District (Civil/Family) Courts
Zoning Commissions	Planning and Zoning Commissions



Certified General Real Estate Appraiser

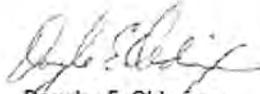
Appraiser: **MICHAEL ERNEST ATWOOD**

License #: **TX 1321600 G**

License Expires: **12/31/2021**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.


Douglas E. Oldmixon
Commissioner

DEFINITIONS

The following definitions are contained in "The Dictionary of Real Estate Appraisal" Third Edition, Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP).

FEE SIMPLE -An absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

LEASED FEE -An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by the contract terms contained within the lease.

LEASEHOLD -The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions.

MARKET RENT -The rental income that a property would most probably command on the open market: indicated by current rents paid and asked for comparable space as of the date of the appraisal.

EXPOSURE TIME-The estimated length of time the property interested being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

MARKETING TIME-The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the an appraisal.

HYPOTHETICAL CONDITION-that which is contrary to what exists but is supposed for the purpose of the analysis.

EXTRAORDINARY ASSUMPTION-an assumption, directly related to a specific assignment, which if found to be false, could alter the appraiser's opinions or conclusions.

RETROSPECTIVE VALUATION- retrospective appraisals (effective date of the appraisal prior to the date of the report) may be required for property tax matters, estate or inheritance matters, condemnation proceedings, suits to recover damages, and similar situations.

BUSINESS VALUE-a value enhancement that results from items of intangible personal property such as marketing and management skills, an assembled work force working capital, trade names, franchises, patents, trademarks, contracts, leases, and operating agreements.

GOING-CONCERN VALUE-the value created by a proven property operation; considered as a separate entity to be value with the specific business establishment; also called going value.

ASSUMPTIONS & LIMITATIONS

The legal description furnished are assumed to be correct and the title is assumed to be good. Except for existing easements or known easements shown on furnished surveys, any present liens and encumbrances are disregarded and the property is appraised assuming current market rates and terms. The property is appraised assuming it is under responsible ownership and competent management. Extreme uses or substantially different uses from the marketplace and not considered unless mention specifically. Information from legal records, the owner, and other individuals regarding the subject and comparable properties is assumed to be true.

This report remains the sole property of the appraiser. Disclosure of the contents of this report is governed by the rules and regulations of the Appraisal Institute.

No other parties are expected to rely on this report, or any conclusions or opinions contained in this report, other than the named client or clients listed in the report. This limitation does not expired with the passage of time and cannot be voided in any manner by the use of the report as it is prepared for the listed client or clients only.

The use of this report in any manner by the client is considered to be acceptance of the report.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the professional organizations) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.

The appraiser will not be required to give testimony or attendance in any court or

before any authority by reason of the appraisal, without the prior agreement and arrangement between the employer and the appraiser.

The distribution of value between land and improvements applies to existing utilization only. Separate valuation of land and improvements is invalid. The appraised value is stated in current dollars, as of the date of appraisal. Only the real estate is considered in the report unless other specific items such as non-realty items or personal property are mentioned.

No responsibility is assumed for matters involving legal or title consideration. Employment for appraisal work is not contingent upon a predetermined value estimate.

This appraiser makes no guarantee that this appraisal report will be accepted by any specific lender; however, our best efforts will be used to work with any lender to obtain acceptance.

As the values obtained in this report are opinions of value, this appraiser makes no guarantee, written or implied, that the subject property will sell for the estimated market value obtained in the appraisal report.

The reader of this report is cautioned that Texas is not a full disclosure state. Therefore, all information concerning the sale of a piece of property (sales price, terms, etc.) is not available from any source of public records. Information concerning sales prices, terms, etc. can only be obtained by and through contact with one of the parties associated with the transaction such as the Grantor, Grantee, title company, or broker. As current codes of ethics limit brokers and title companies from giving full information, the information is frequently only obtainable from a Grantor or Grantee. If the Grantor or Grantee chooses not to furnish this information to the appraiser, then no absolute source is available to confirm sales prices, etc. Additionally, the Graham-Leach-Bliley Act may have

implications on some sources reporting information.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

This appraiser is not qualified to make any ADA (Americans with Disabilities Act) assessment of the subject property as to compliance and no such ADA report was furnished to this appraiser. A property substantially out of compliance could face a significant monetary expense to be placed in compliance and the amount could have an impact upon the final opinion of value. An ADA assessment is recommended on improved properties.

Any use of the word "estimate" in this report is considered to be similar to the use of the word "opinion". The reason for this is that computers and automated valuation models may render an "estimate" of value while only humans can render an "opinion" of value.

Any use of the word "inspection" in this report should not be taken to mean that this appraiser has made a formal inspection of the mechanical conditions of any of the systems of the subject property. No such "inspection" was made of the plumbing, heating, air-conditioning, electrical systems, etc. of the subject property (if applicable) as this appraiser is not a state licensed property inspector and no guarantee is made as to the

condition of these systems. All systems are assumed to be operational at a market functional level unless deficiencies or needed repairs are revealed to this appraiser and unless mentioned by this appraiser.

It is assumed, and implied, by engagement for the appraisal, that this appraiser has full permission from both the lender, borrower and any architect or engineer hired by the borrower, or any other source of copyrighted materials, that the appraiser has the authority to make copies of any plans, blueprints, etc. furnished to this appraiser for purposes of the analysis and inclusion in the report.

Photographs and maps used in the attached report may come from various different sources including Interflood, government topographical maps, MLS, Google Earth, real estate agents, other appraisers or personally taken photographs by this appraiser or appraisers. In all cases they are considered to reasonably represent the subject property and all comparable data used and relied on in formulating the opinions and conclusions. Additionally, it is virtually impossible to have the opportunity to inspect any of the comparable data as of the actual date of the transaction. It may have substantially changed, been razed, or remodeled since the day of the transaction and therefore a current photograph may be misleading as to the condition on the date of the transaction.

The square footage contained in any improvements may be taken from several different sources including blueprints, site plans, tax records or measurement. However, differences in square footage frequently occur among otherwise reputable sources. Various reasons for the differences exist. Some reasons include different definitions of living space or useable space, different measurement techniques (e.g. laser equipment, steel tape, fiberglass tape) or equipment, and rounding. Very few improvements are constructed to the "exact" measurements shown on blueprints, and therefore some

rounding is generally required to make a building "square up" (e.g. the front of the building equal to the length of the rear of the building, and each side).

Depending upon collected information the report may be completed with hypothetical conditions or extraordinary assumptions depending upon the needed information that is furnished.

D-843

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
February 2020

Selected major activities since last report

Miles traveled: 1784

- 2/3 Ellis County 4-H County Council and Adult Leaders meetings (Agent used this meeting to reintroduce himself to those that were in the program previously and introduce himself to those he had not met yet.) 12 youth and 16 adults attended
- 2/6-9 San Angelo Heifer Show (Agent accompanied 13 heifer exhibitors and their families to San Angelo Stock show. 4-H members faired very well with class winners and overall Grand Champion Shorthorn heifer)
- 2/10-13 San Antonio Lamb/Goat/Heifer Show (Agent accompanied 8 lamb/goat/heifer exhibitors and their families to the San Antonio Livestock show and Rodeo. 4-H members did extremely well from being pulled for placing and not making the sale to being selected as Heavy weight Division Champion Goat.)
- 2/22-23 Livestock judging contest trip (East Central High Contest on Saturday and San Antonio Contest on Sunday) 1 Senior team. 6th high individual on Saturday and 26 high team on Sunday
- 2/24-25 Ellis County Livestock show and Rodeo entry days and nights (Agents received entries during the day and stayed at the office both nights till 7pm. Ellis County 4-H will have 285 entries in the 2020 Ellis County Livestock show and Rodeo.)
- 2/26-28 ECYE Entry Data (Agent spent these three days making sure that all entries were entered and were correct. Agent double checked entries against 4-H connect enrollment status as well as current Quality Counts certificate numbers.)

Educational Programming:

Programs..... 4
Participants..... 235

Educational Contacts:

4-H project visits..... 5
Telephone..... 10
Office Visits..... 2
E-mails..... 19
Newsletters/letters..... 1
Faxes 0

Media Outreach:

News Releases..... 1
TV/Radio..... 0
Website Hits.....
Facebook Posts 45
Office Conference: 2/3, 2/10, 2/18, 2/24

Major plans for next month

- 3/2 Ellis County 4-H County Council and Adult Leaders Meeting
3/4 Steer Classification for Tarrant County Livestock show

3/6 Community Service Project for Ellis County 4-H
3/9 Ellis County Livestock Show and Rodeo show board meeting
3/10-13 Houston Livestock Show Lamb/Goat/Heifer show
3/13 Ellis County 4-H Fashion Show
3/16-17 Rodeo Austin Lamb/Goats
3/19 Avalon Elementary Science Day
3/27-4/4 Ellis County Youth Expo

Name: Page Bishop

Title: County Extension Agent 4-H & Youth Development

Texas A&M AgriLife Extension · the Texas A&M University System

County: Ellis

Date 3/3/2020

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 1,033.6****Major activities since last report****February 2020**

- 2/3 4-H County Council and Adult Leaders Meetings -Sat in on Adult Leaders Association meeting. Reported on profits from New Year's Bash concession stand, discussed applications for scholarship. **3 participants**
- 2/4 Pettigrew Montessori Academy 4-H curriculum enrichment- Provided curriculum enrichment to students at Pettigrew Academy, class utilized Theater & Performance Arts Explore Guide. Focused on lessons highlighting tone and movement in communication. **16 participants**
- 2/11-2/14 Joint Council of Extension Professionals (JCEP) Extension Leadership Conference (San Antonio)- Attended National Leadership conference as President-Elect of TEAFCS. Keynote speeches and sessions focused on increasing effective communication, anti-stress techniques, and furthering extension goals. Received scholarship from TEAFCS to attend conference.
- 2/18-2/20 Lonestar Health Summit (Hurst)- Attended Central and East Region health summit. Sessions focused on emerging state issues such as human trafficking and vaping. Additionally, sessions on chronic disease prevention and nutrition recommendations were held.
- 2/21 4-H Fashion Training and Interest Meeting (Waxahachie)-Discussed particulars of fashion contests; rules and county/district entry dates. **12 attendees**
- 2/25-2/27 Coming Together to Promote Racial Understanding-Texas Edition (New Braunfels)- Attended conference with both AgriLife and Prairie View Cooperative Extension agents to discuss ways to promote better racial understanding within agencies and the state. Conference was conducted by Everyday Democracy.
- 2/27 Cooking Under Pressure Electric Pressure Cooker Class (Waxahachie)- Cooking class held at Lighthouse for Learning. Focused on safety and overview of various models of electric pressure cookers. 2 Master Wellness volunteers assisted with instruction and food demonstration. **12 participants**
- 2/25 Master Wellness Volunteer Meeting (Waxahachie)- BLT agent lead meeting with MWV's. Discussed BLT program and upcoming dates for various events. **4 participants**

Educational Programming

Programs 4
 Participants 47

Educational Contacts

Telephone 57
 Office Visits 7
 E-Mails 114
 Newsletter/Letters 0

Media Outreach:

Website hits 189
 News Releases
 Facebook posts 8

Major plans for next month

3/2 4-H County Council & ALA Meeting
 3/3 Pettigrew Academy Class
 3/5 Senior Health Literacy

3/10	Pettigrew Academy Class
3/11	Airfryer Cooker Training
3/13	County 4-H Fashion Show
3/19	Lighthouse for Learning Airfryer Cooking
3/20	Longbranch Elem. Health Fair
3/24	Pettigrew Academy Class
3/26	Cooking with Cultures (Lighthouse for Learning)
3/28	MG's Lawn and Garden Expo
3/30	Cooking with Cultures (Lighthouse for Learning)
3/30-3/31	Waxahachie HC Safe Driving

Liz Espie
Name
County Extension Agent – Family& Community Health
Title

Ellis
County
3/2/2020
Date

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

NAME: Liz Espie

TITLE: County Extension Agent –
 Family & Community Health

COUNTY: Ellis

MONTH: February 2020

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
2/4	Pettigrew Academy	5.6		
2/11- 2/14	Program Development Committee Meeting (Stephenville)	492		
2/18- 2/20	District 8 TEAFCS Association Meeting (Granbury)	92		
2/25- 2/27	NAACP King Day Celebration	444		
	Total Miles	1033.6		

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: 3/2/2020 Signed:

**Making a
 Difference** *in Ellis County*

Extension Newsletter for Commissioners Court

**Overview of major programming & planning efforts for Better Living for Texans
 Extension Agent, Jade Edgar, for February.**

February Educational Programs & Planning:	
Dates	Location – Program – Attendance:
2/3	Ennis Housing Authority, <i>A Fresh Start to a Healthier You!</i> (0 attended, 5 expected)
2/5	Waxahachie Senior Center, <i>A Fresh Start to a Healthier You!</i> (3 attended)
2/6	Midlothian Senior Center, <i>A Fresh Start to a Healthier You!</i> (10 attended)
2/10	Ennis Housing Authority, <i>A Fresh Start to a Healthier You!</i> (0 attended, 5 expected)
2/11	Imagine Nation Day Care, planning meeting (2 attended)
2/13	Midlothian Senior Center, <i>A Fresh Start to a Healthier You!</i> (6 attended)
2/18- 2/20	Attended the Healthy Texas Summit
2/25	Dunaway Elementary, planning meeting (2 attended)
2/25	Waxahachie Care, <i>A Fresh Start to a Healthier You!</i> (3 attended)
2/27	Midlothian Senior Center, <i>A Fresh Start to a Healthier You!</i> (9 attended)

February 2020 Numbers:		
Educational Programming:	Educational Contacts:	Media Outreach:
Programs: 7 Participants: 31 Graduates: 2	In person meeting: 4 E-mails: 25	Monthly Update Reach: N/A Facebook followers: N/A Act Locally: N/A

Upcoming March Programs:		
Dates	Location – Program:	
3/16	Ennis Senior Apartments, 501 Lampasas Drive, Ennis	Cooking & Nutrition Class
3/17	Waxahachie Care, 1208 Ferris Ave. Waxahachie	Cooking & Nutrition Class

3/18	Waxahachie Senior Center, 122 Park Hills Drive. Waxahachie	Cooking & Nutrition Class
3/24	Waxahachie Care, 1208 Ferris Ave. Waxahachie	Cooking & Nutrition Class
3/26	Dunaway Elementary School, 600 Dallas Hwy 77. Waxahachie	Youth Physical & Nutrition Class
3/27	Dunaway Elementary School, 600 Dallas Hwy 77. Waxahachie	Youth Physical & Nutrition Class
3/31	Waxahachie Care, 1208 Ferris Ave. Waxahachie	Cooking & Nutrition Class

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

NAME: Mark Arnold

TITLE: County Extension Agent –
Ag/Natural Resources

COUNTY: Ellis

MONTH: February 2020

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
2/3	Waxahachie-Fort Worth-Fort Worth Stock Show	62		
2/4	Fort Worth Area-Fort Worth Stock Show	21		
2/5	Fort Worth Area-Fort Worth Stock Show	7		
2/6	Fort Worth Area-Fort Worth Stock Show	12		
2/7	Fort Worth-Waxahachie-FW Stock Show	71		
2/10	Waxahachie-Bardwell Area-Auxin Training	31		
2/11	Waxahachie Area-Master Gardener Meeting	3		
2/12	Waxahachie-Palmer Area-Auxin Training	22		
2/15	Waxahachie-New Braunfels-San Antonio Stock Show	220		
2/16	New Braunfels Area-San Antonio Stock Show	12		
2/17	New Braunfels-San Antonio-San Antonio Stock Show	38		
2/18	San Antonio Area-San Antonio Stock Show	7		
2/19	San Antonio Area-San Antonio Stock Show	9		
2/20	San Antonio Area-San Antonio Stock Show	21		
2/21	San Antonio Area-San Antonio Stock show	18		
2/22	San Antonio Area-San Antonio Livestock Judging	121		
2/23	San Antonio-Waxahachie-San Antonio Livestock Judging	250		
2/24	Waxahachie Area-ECYE Entries	3		
2/25	Waxahachie Area-ECYE Entries	7		
2/26	Waxahachie-Ennis Area-Ennis Noon Lions Program	42		
2/28	Waxahachie Area-Master Gardener Intern Class	6		
	Total	983		

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: 2/28/2020 Signed: Mark Eld

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 983****Selected major activities since last report****February 2020**

- 2/3-2/7 Fort Worth Stock Show Junior Steers and Barrows. Over **20** Ellis County 4-H members participated in this educational achievement event and two members placed steers eligible for the Premier Sale. Audrey Lindley of Waxahachie exhibited a 5th place Hereford steer and Landon Kelly of Midlothian exhibited a 2nd place European Cross Steer.
- 2/10 Agent conducted mandatory TDA training for Row Crop Producers who plan to use Auxin type herbicide in the 2020 production year. **30** area producers attended training held in Bardwell, meeting was sponsored by Helena Chemical of Bardwell.
- 2/11 Monthly business meeting and Continuing Education for Master Gardener volunteers. **50** Master Gardener volunteers were in attendance.
- 2/12 Agent conducted mandatory TDA training for Row Crop Producers planning to use Auxin type herbicide in 2020. **20** area producers attended training in Palmer hosted by Nutrien Solutions.
- 2/15 thru 2/21 San Antonio Stock Show Junior Steer and Barrow Show. **5** Ellis County 4-H members participated, and Elizabeth Norwood of Midlothian exhibited a 5th place Hereford steer and making her eligible to sale in Premium Auction.
- 2/22 thru 2/23 San Antonio Stock Show Junior Livestock Judging Contest. **3** Ellis County 4-H members participated in the educational event in preparation for the District 8 contest in April.
- 2/24, 25 Agent assisted 4-H Agent, member, parents and leaders in completing entries for the 2020 Ellis County Youth Expo to be held March 29th through April 4, 2020.
- 2/26 Agent presented program to Ennis Noon Lions Club over the Ellis County Youth Expo and Agriculture Production in Ellis County.
- 2/28 Master Gardeners Intern class training. Agent taught section on Pesticide Safety and Label Comprehension to **15** Master Gardener Interns.

Home, Farm, Ranch and Office visits as needed and requested, phone, e-mail consultations as needed.

Educational Programming

Programs	6
Participants	605+

Educational Contacts

Site Visits 4-H	12+
Site Visits Ag	6
Telephone	521
MG/MN Telephone	38
Office Visits	48
E-Mails	376
Newsletter/Letters	535
E-Gardening Newsletters	1605

Media Outreach:

Website hits	438
News Releases	4
Facebook posts	3
MG/MN new releases	4
MG/MN magazine	4
MG TV/Radio	4

Major plans for next month

3/1-3	-Houston Livestock Show, Junior and Open Gilt Show, Houston
3/6	-Ellis County Youth Expo Entries Due online, Waxahachie
3/10-13	-Houston Livestock Show, Junior Market Lamb and Goat Show, Houston
3/11-15	-Houston Lamb Show, Junior Heifer Shows, Houston
3/12-14	-Houston Livestock Show, Junior Poultry Show, Houston
3/15-21	-Houston Livestock Show, Junior Steers and Barrow Show, Houston
3/21,22	-Houston Livestock Show, Junior Dairy Show, Houston
3/23-28	-Rodeo Austin, Steer and Heifer Shows, Austin
3/26-4/4	-Ellis County Youth Expo, Waxahachie

Mark Arnold**Name****County Extension Agent – Ag/Natural Resources****Title****Ellis****County****2/28/2020****Date**



ELLIS COUNTY BUDGET AMENDMENT

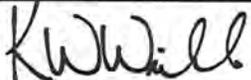
FISCAL YEAR 2019/2020

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

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

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0000-303020	LESS: FUND BUDGETED	\$ 32,601.00
001-0330-400960	STATE LEO PAYMENT	\$ 12,908.00
001-0613-400960	STATE LEO PAYMENT	\$ 169.00
	TOTAL:	\$ 45,678.00

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-508200	LEOSE TRAINING	\$ 45,509.00
001-0613-508200	LEOSE TRAINING	\$ 169.00
	TOTAL:	\$ 45,678.00


03/03/2020
Sheriff & Const. #3

Signature
Date
Department

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

APPROVED THIS _____ DAY OF _____, _____

_____ COUNTY JUDGE

_____ COMMISSIONER PCT. 1

_____ COMMISSIONER PCT. 2

_____ COMMISSIONER PCT. 3

_____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: _____



F&

RECEIVED

FEB 24 2020

ELLIS COUNTY AUDITOR

RECEIVED

FEB 24 2020

ELLIS COUNTY AUDITOR

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019/2020

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

Table with 3 columns: ACCOUNT NO., ACCOUNT TITLE, AMOUNT. Row 1: 001-0015-508880, Computer Service, \$ 287.84. Total: \$ 287.84.

Table with 3 columns: ACCOUNT NO., ACCOUNT TITLE, AMOUNT. Row 1: 001-0015-508190, Computers, \$ 287.84. Total: \$ 287.84.

Signature of Matt D. Bailey

02/24/2020

015 - Jail

Signature Date Department

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

APPROVED THIS _____ DAY OF _____, _____

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

REVIEWED BY COUNTY AUDITOR'S OFFICE: [Signature]

fs

RECEIVED

Clear Form

FEB 24 2020

ELLIS COUNTY AUDITOR



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019/2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-508880	Computer Service	\$ 280.32
	TOTAL:	\$ 280.32

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-508210	Jailer Uniform	\$ 280.32
	TOTAL:	\$ 280.32

Mike D. [Signature]

02/24/2020

015 - Jail

Signature

Date

Department

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

APPROVED THIS _____ DAY OF _____,

- _____ COUNTY JUDGE
- _____ COMMISSIONER PCT. 1
- _____ COMMISSIONER PCT. 2
- _____ COMMISSIONER PCT. 3
- _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: *[Signature]*

F4

RECEIVED

FEB 24 2020

ELLIS COUNTY AUDITOR



ELLIS COUNTY BUDGET AMENDMENT

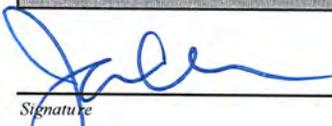
FISCAL YEAR 2019-2020

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

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

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-407190	Chapter 19 Funding	-3480.90
	TOTAL:	\$ 0.00

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508000	Chapter 19 Expense	\$ 3,480.90
	TOTAL:	\$ 0.00

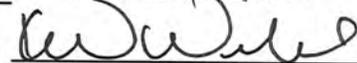

2-23-20
Elections

Signature
Date
Department

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

APPROVED THIS _____ DAY OF _____, _____

- _____ COUNTY JUDGE
- _____ COMMISSIONER PCT. 1
- _____ COMMISSIONER PCT. 2
- _____ COMMISSIONER PCT. 3
- _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: 



RECEIVED
FEB 25 2020
ELLIS COUNTY AUDITOR

F5

Clear Form

Budget Amendment

ELLIS COUNTY ~~LINE ITEM ADJUSTMENT~~

FISCAL YEAR 2019/2020

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

Increase TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-303020 kw 0000	Fm2 Fund Balance	\$ 125,000.00
	Carry over	
TOTAL:		\$ 125,000.00

POSTED
PCT2
COMPUTER

Increase TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-508650	Fm2 Contract labor	\$ 125,000.00
TOTAL:		\$ 125,000.00

POSTED
PCT2
COMPUTER

Signature

2-24-20
Date

Precinct 2, Commissioner
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:

F6



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019/2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-508680	Contract Services	\$ 22,600.00
	TOTAL:	\$ 22,600.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-508880	Computer Software	\$ 22,600.00
	TOTAL:	\$ 22,600.00

03/04/2020

Non-Departmental

Signature

Date

Department

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

APPROVED THIS _____ DAY OF _____, _____

_____ COUNTY JUDGE

_____ COMMISSIONER PCT. 1

_____ COMMISSIONER PCT. 2

_____ COMMISSIONER PCT. 3

_____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:

KWWill

F1



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019/2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-505580	Contingencies/Reserve	\$ 18,700.00
	TOTAL:	\$ 18,700.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-508880	Computer Software	\$ 18,700.00
	TOTAL:	\$ 18,700.00



Signature

03/04/2020

Date

Non-Departmental

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:



F 8
RECEIVED

MAR 03 2020

ELLIS COUNTY
AUDITOR

Clear Form



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019-20

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2019-20 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-508010 ✓	Fmz General Exp. ✓	✓ \$20,000.00
	TOTAL:	\$20,000.00

POSTED
PCT2
COMPUTER

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-508020 ✓	Fmz Equipment ✓	\$20,000.00
	TOTAL:	\$20,000.00

POSTED
PCT2
COMPUTER

2-28-2020
Date

Precinct 2.
Department

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

APPROVED THIS _____ DAY OF _____, _____

- _____ COUNTY JUDGE
- _____ COMMISSIONER PCT. 1
- _____ COMMISSIONER PCT. 2
- _____ COMMISSIONER PCT. 3
- _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:

F9

Trial Balance for Ellis County

From 02/15/2020 To 02/28/2020

<i>Fund</i>	<i>Name</i>	<i>Opening Balance</i>	<i>Adjustments</i>	<i>Debit</i>	<i>Credit</i>	<i>Closing Balance</i>
1	GENERAL FUND	56,601,901.27	(870.12)	6,417,903.30	(7,811,360.60)	55,207,573.85
2	ROAD IMPROVEMENT FUND	995,070.41	-	2,028.23	-	997,098.64
3	ROAD/BRIDGE PCT. 1	2,031,296.06	-	44,917.08	(48,029.29)	2,028,183.85
4	ROAD/BRIDGE PCT. 2	1,805,693.89	-	48,644.07	(59,926.07)	1,794,411.89
5	ROAD/BRIDGE PCT. 3	1,713,783.35	-	46,910.02	(61,123.64)	1,699,569.73
6	ROAD/BRIDGE PCT. 4	1,735,637.85	-	47,199.93	(55,525.27)	1,727,312.51
7	ADULT PROBATION	1,131,038.24	-	53,061.65	(134,516.67)	1,049,583.22
8	JUVENILE PROBATION	1,022,710.37	-	2,959.50	(56,424.60)	969,245.27
9	F/M PCT. 1	2,538,413.03	-	170,973.38	(172,862.85)	2,536,523.56
10	F/M PCT. 2	1,171,216.70	-	168,973.38	(188,957.57)	1,151,232.51
11	F/M PCT. 3	1,786,695.73	-	172,916.07	(187,525.11)	1,772,086.69
12	F/M PCT. 4	2,253,697.43	-	173,976.98	(346,692.79)	2,080,981.62
13	LATERAL ROAD PCT. 1	312,148.87	-	-	-	312,148.87
14	COUNTY & DISTRICT CT TECH	34,704.51	-	170.00	-	34,874.51
15	JUSTICE COURT TECHNOLOGY FUND	146,271.67	-	1,415.68	-	147,687.35
16	DC ARCHIVES RECORDS MANAGEMENT	145,554.80	-	505.00	-	146,059.80
17	JURY	165,985.56	-	51,084.50	(57,177.00)	159,893.06
18	PERMANENT IMPROVEMENT	2,465,073.33	-	358,303.53	(310,368.00)	2,513,008.86
19	LAW LIBRARY	(2,149.16)	-	6,577.28	(12,536.67)	(8,108.55)
20	TRUST AND AGENCY FUND	1,028,966.99	-	1,048,337.34	(945,000.00)	1,132,304.33
21	RECORDS MANAGEMENT	1,061,561.25	-	16,520.00	-	1,078,081.25
22	CC ARCHIVES RECORDS MANAGEMENT	2,262,547.12	-	16,380.00	-	2,278,927.12
23	ROW AVAILABLE	278,739.10	-	-	-	278,739.10
24	FIRE MARSHAL SPECIAL FUND	114,960.48	-	1,169.19	(621.05)	115,508.62
26	DISTRICT COURT RECORDS TECH	178,800.38	-	1,020.00	-	179,820.38
27	ROAD DISTRICT 1	1,267,483.68	-	-	-	1,267,483.68
28	ROAD DISTRICT 5	71,353.55	-	-	-	71,353.55
29	ROAD DISTRICT 16	196,495.25	-	-	-	196,495.25
30	CHECK PROCESSING FEE AC	184,120.56	-	233.12	(1,165.52)	183,188.16
31	DRUG FORFEITURE FUND	166,661.49	-	-	(12,125.00)	154,536.49
32	GEN RECORD MANAGE/PRESE	485,521.57	-	2,660.00	-	488,181.57
33	COURTHOUSE SECURITY FUN	81,415.97	-	4,296.36	-	85,712.33
34	COURT REC. PRESERVATION 51.708	100,549.50	-	520.00	-	101,069.50
35	ELECTIONS ADMIN FEES	12,284.03	-	-	-	12,284.03
38	SERIES 07 INTEREST & SINKING	5,556,331.24	-	884,798.18	(851,225.00)	5,589,904.42
40	SERIES 07 BOND PROJECT	5,017,883.08	-	-	-	5,017,883.08
42	SHERIFF FEDERAL DRUG FORFEITURE	282,394.19	-	14,340.00	(14,340.00)	282,394.19
45	ELLIS CO COMM CORRECTIONS	30,029.83	-	3,563.65	(13,987.03)	19,606.45
46	SHERIFF SEIZURE FUND	327,502.68	-	-	-	327,502.68
47	SHERIFF DRUG FORFEITURE	186,180.90	-	30,190.00	(30,190.00)	186,180.90
48	DISTRICT ATTY DRUG SEIZ	165,636.75	-	4,803.00	(4,300.00)	166,139.75
50	CIVIL SUPERVISION FEES	83,269.07	-	-	-	83,269.07
52	JUVENILE ACCOUNTABILITY I BL	752.29	(752.29)	-	-	-
56	CONSTABLE PCT #2 FORFEITURE	173.00	-	-	-	173.00
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	-	181.28
59	LAW ENFORCEMENT BLOCK GRANT	12.81	-	-	-	12.81
61	TRUANCY & PREVENTION	404.63	-	997.28	-	1,401.91
65	ADULT PROBATION	1,778.94	-	-	(1,880.11)	(101.17)
72	ELLIS COUNTY LEVEE #2	401,629.37	-	515.41	-	402,144.78
73	ELLIS COUNTY LEVEE #3	297,075.35	-	42,000.00	(42,000.00)	297,075.35
74	ELLIS COUNTY LEVEE #4	7,607.41	-	-	-	7,607.41
		97,905,047.65	(1,622.41)	9,840,863.11	(11,419,859.84)	96,324,428.51



AGENDA ITEM NO. 1.1
Ellis County Commissioners' Court
March 10, 2020



SHORT TITLE:

Release a performance bond and accept a maintenance bond for drainage improvements for Springside Estates, Phase One.

LEGAL CAPTION:

Consider and act upon a request to release a performance bond and accept a maintenance bond for drainage improvements for Springside Estates, Phase One. The property contains ± 88.651 acres of land located on the north side of Broadhead Road ± 650 feet west of Gibson Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 4.



APPLICANT(S):

Circle H Properties, LP



PURPOSE:

This case was tabled at the last Commissioners' Court meeting to allow staff additional time to review the set of record drawings for this subdivision against the approved set of construction drawings. Staff has reviewed them and it meets all the County's development regulations.

The applicant is requesting the County release the performance maintenance bond for drainage improvements for Springside Estates, Phase One.

The Commissioners' Court approved the final plat of fifty-eight (58) lots at its meeting on September 11, 2018. The Court approved a performance bond for this phase on October 8, 2018. The Court recently approved a replat at its meeting on December 3, 2019, primarily to move easements from one side of the street to the other.



ANALYSIS:

The infrastructure was inspected and constructed in Springside Estates, Phase One, and satisfies current County requirements.



RECOMMENDATION:

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

- 1) **Approve** this request to release Performance Bond No. 320291 in the amount of two hundred eighty-seven thousand two hundred twenty dollars (\$287,220) for drainage improvement for Springside Estates, Phase One, issued by NGM Insurance Company.



DEPARTMENT OF DEVELOPMENT
Ellis County

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

- 2) **Accept** a Maintenance Bond No. 320291 in the amount of one hundred twenty-one thousand, two hundred eighty-eight dollars (\$121,288.00) for drainage improvements for Springside Estates, Phase One subdivision, issued by NGM Insurance Company.



ATTACHMENTS:

1. Draft Order with final plat releasing the performance bond and accepting the maintenance bond.
2. Copy of Maintenance Bond No. 320291 for Springside Estates, Phase One Subdivision.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – DRAFT ORDER

**COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____**

On this the 10th day of March 2020, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS RELEASING PERFORMANCE BOND NO. 320291 IN THE AMOUNT OF TWO HUNDRED EIGHTY-SEVEN THOUSAND TWO HUNDRED TWENTY DOLLARS (\$287,220) AND ACCEPTING MAINTENANCE BOND NO. 320291 IN THE AMOUNT OF ONE HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$121,288.00) FOR DRAINAGE IMPROVEMENTS FOR SPRINGSIDE ESTATES, PHASE ONE SUBDIVISION, ISSUED BY NGM INSURANCE COMPANY LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 4, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “A,” PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AS PRESENTED.

WHEREAS, the Commissioners Court of Ellis County, Texas adopted the “Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on September 3, 2019, pursuant to Minute Order 378.19, hereinafter referred to as “Development Regulations”; and,

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



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

WHEREAS, "Development Regulations," Section VII (B) (3) (i) states, "The bond shall be in full force and effect until one set of record as-built construction plans of all underground utilities, roads, streets, and required drainage and drainage structures in the subdivision has been filed with the Ellis County Department of Development and approval of release by the Commissioners' Court."

WHEREAS, "Development Regulations," Section VII (C) (1) states, "After completion and approval by the County all required infrastructure (i.e., streets, roads, signs, underground utilities, drainage ditches, erosion control measures, and drainage structures shall be maintained by the developer for two (2) years and have an approved maintenance bond or irrevocable letter of credit.

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

SECTION 1. RELEASE OF CONSTRUCTION BOND

The Commissioners' Court finds that the infrastructure constructed in the Springside Estates, Phase One Subdivision has been built in accordance the County's current adopted Development Regulations & the infrastructure has been maintained thereby satisfying the criteria outlined in Section VII (B) (3) (i) of the adopted Development Regulations.

SECTION 2. ACCEPTANCE OF MAINTENANCE BOND

The Commissioners' Court accepts the maintenance bond for streets, drainage, and pipes maintenance in the Springside Estates Phase One Subdivision of two hundred twenty-one thousand, two hundred eighty-eight dollars (\$121,288.00) issued January 24, 2020, by NGM Insurance Company.

SECTION 3. CONFLICTS.

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE.

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



DEPARTMENT OF DEVELOPMENT
Ellis County

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 10TH DAY OF MARCH 2020.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct. No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk



ATTACHMENT NO. 2 – COPY OF MAINTENANCE BOND NO. 320291

Bond #320291

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Circle H Contractors, LP as Principal(s), and the NGM Insurance Company, a corporation existing under the laws of the State of Florida and duly authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto Judge Todd Little, Ellis County Judge, or their successors in office, in the penal sum of One Hundred Twenty One Thousand Two Hundred Eighty Eight & 00/100 Dollars (USD) (\$121,288.00), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this 24th day of January, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above-named Principal(s) did on this 25th day of November, 2019 enter into a contract with Ellis County Judge Todd Little, or their successors in office, for the construction of Streets with Drainage and Culvert Pipes in the subdivision, Springside Estates Ph 1, to the satisfaction of the Ellis County Department of Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Circle H Contractors, LP shall maintain and make good all defects appearing in the work performed by due to faulty workmanship or materials which may develop during the period of twenty (24) months from 1/24/2020 the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of twelve (12) months from the end of the maintenance period as herein set forth.

[Signature]
PRINCIPAL(S)

[Signature]
SURETY

[Signature]
PRINTED NAME

Sheri R Allen
PRINTED NAME

President of 2BWO, LLC the GP for Circle H Contractors, LP
TITLE

Attorney-in-Fact
TITLE



AGENDA ITEM NO. 1.2
Ellis County Commissioners' Court
March 10, 2020



SHORT TITLE:

Release a performance bond and accept a maintenance bond for paving improvements for Springside Estates, Phase One.

LEGAL CAPTION:

Consider and act upon a request to release a performance bond and accept a maintenance bond for paving improvements for Springside Estates, Phase One. The property contains ± 88.651 acres of land located on the north side of Broadhead Road ± 650 feet west of Gibson Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 4.



APPLICANT(S):

Midkiff Holdings, LLC DBA GM Construction TX



PURPOSE:

This case was tabled at the last Commissioners' Court meeting to allow staff additional time to review the set of record drawings for this subdivision against the approved set of construction drawings. Staff has reviewed them and it meets all the County's development regulations.

The applicant is requesting the County release the performance maintenance bond for paving improvements for Springside Estates, Phase One.

The Commissioners' Court approved the final plat of fifty-eight (58) lots at its meeting on September 11, 2018. The Court approved a performance bond for this phase on October 8, 2018. The Court recently approved a replat at its meeting on December 3, 2019, primarily to move easements from one side of the street to the other.



ANALYSIS:

The infrastructure was inspected and constructed in Springside Estates, Phase One, and satisfies current County requirements.



RECOMMENDATION:

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

- 1) **Approve** this request to release Performance Bond No. 4421282 in the amount of nine hundred twenty-seven thousand three hundred twelve dollars and sixty cents (\$927,312.60) for paving improvements for Springside Estates Phase One, issued by Suretec Insurance Company.



DEPARTMENT OF DEVELOPMENT
Ellis County

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

- 2) **Accept** a Maintenance Bond No. 4421282 in the amount of three hundred seventy-one thousand, one hundred thirteen dollars (\$371,113.00) for paving improvements for Springside Estates Phase One subdivision, issued by Suretec Insurance Company.



ATTACHMENTS:

1. Draft Order with final plat releasing the performance bond and accepting the maintenance bond.
2. Copy of Maintenance Bond No. 4421282 for Springside Estates, Phase One Subdivision.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – DRAFT ORDER

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 10th day of March 2020, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS RELEASING PERFORMANCE BOND NO. NO. 4421282 IN THE AMOUNT OF NINE HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED TWELVE DOLLARS AND SIXTY CENTS (\$927,312.60) AND ACCEPTING MAINTENANCE BOND NO. 4421282 IN THE AMOUNT OF THREE HUNDRED SEVENTY-ONE THOUSAND, ONE HUNDRED THIRTEEN DOLLARS (\$371,113.00) FOR PAVING IMPROVEMENTS FOR SPRINGSIDE ESTATES, PHASE ONE SUBDIVISION, ISSUED BY SURETEC INSURANCE COMPANY, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 4, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “A,” PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AS PRESENTED.

WHEREAS, the Commissioners Court of Ellis County, Texas adopted the “Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on September 3, 2019, pursuant to Minute Order 378.19, hereinafter referred to as “Development Regulations”; and,

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



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

WHEREAS, "Development Regulations," Section VII (B) (3) (i) states, "The bond shall be in full force and effect until one set of record as-built construction plans of all underground utilities, roads, streets, and required drainage and drainage structures in the subdivision has been filed with the Ellis County Department of Development and approval of release by the Commissioners' Court."

WHEREAS, "Development Regulations," Section VII (C) (1) states, "After completion and approval by the County all required infrastructure (i.e., streets, roads, signs, underground utilities, drainage ditches, erosion control measures, and drainage structures shall be maintained by the developer for two (2) years and have an approved maintenance bond or irrevocable letter of credit.

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

SECTION 1. RELEASE OF CONSTRUCTION BOND

The Commissioners' Court finds that the infrastructure constructed in the Springside Estates, Phase One Subdivision has been built in accordance the County's current adopted Development Regulations & the infrastructure has been maintained thereby satisfying the criteria outlined in Section VII (B) (3) (i) of the adopted Development Regulations.

SECTION 2. ACCEPTANCE OF MAINTENANCE BOND

The Commissioners' Court accepts the maintenance bond for paving improvements in the Springside Estates Phase One Subdivision of three hundred seventy-one thousand, one hundred thirteen dollars (\$371,113.00) issued January 27, 2020, by Suretec Insurance Company.

SECTION 3. CONFLICTS.

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE.

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



DEPARTMENT OF DEVELOPMENT
Ellis County

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 10TH DAY OF MARCH 2020.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct. No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

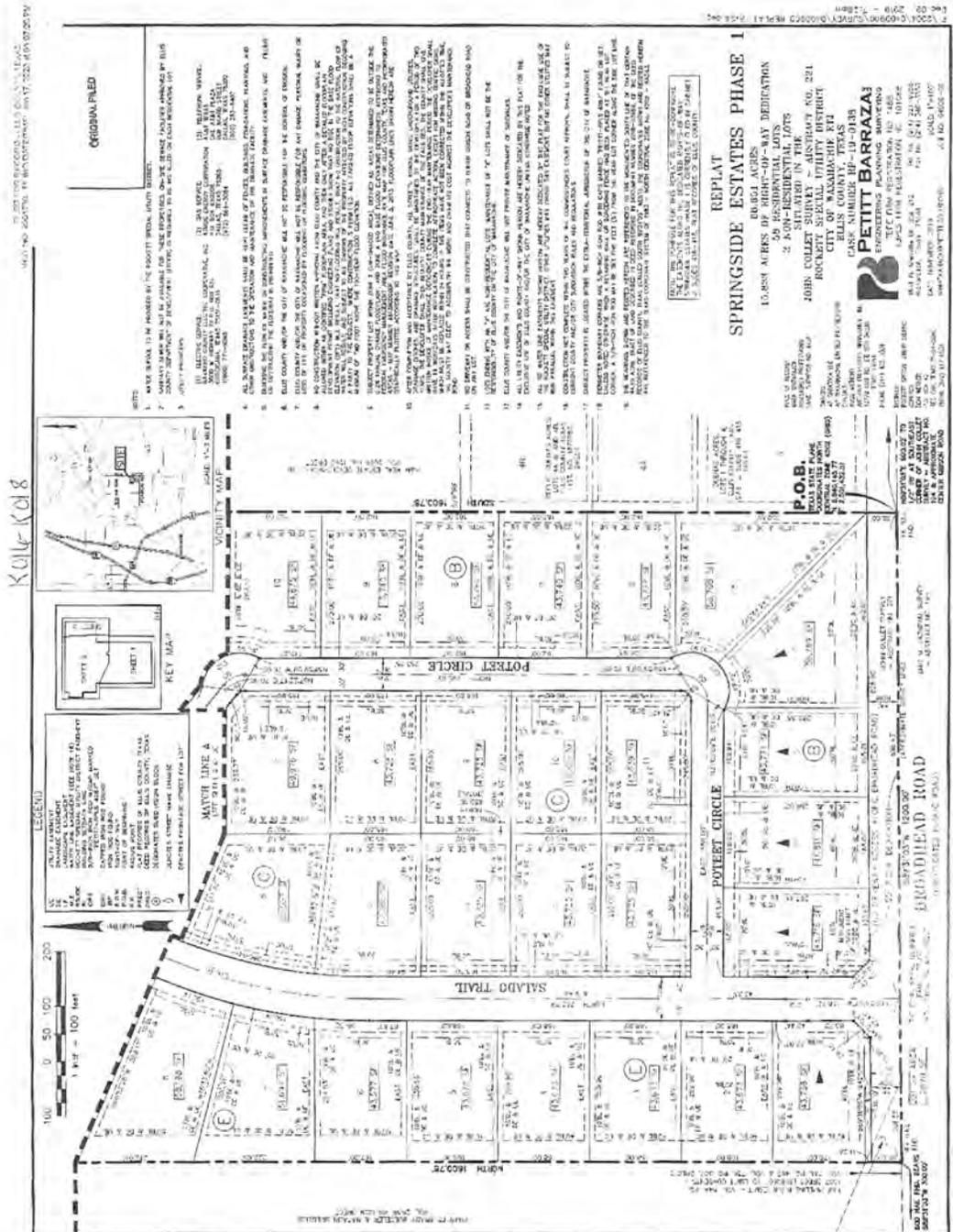
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk



EXHIBIT A – FINAL PLAT - 3 PAGES





ATTACHMENT NO. 2 – COPY OF MAINTENANCE BOND NO. 4421282

COPY

MAINTENANCE BOND
BOND # 4421282

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Midkiff Holdings, LLC dba GM Construction TX as Principal(s), and the SureTec Insurance Company, a corporation existing under the laws of the State of Texas and duly authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto Judge Todd Little, Ellis County Judge, or their successors in office, in the penal sum of Three Hundred Seventy-One Thousand One Hundred Thirteen and No Cents Dollars (USD) (\$ 371,113.00), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this 27th day of January, 20 20.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above-named Principal(s) did on the this 27th day of September, 20 19 enter into a contract with Ellis County Judge Todd Little, or their successors in office, for the construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches and channels in the subdivision, Springside Estates Phase 1 for Paving Improvements, to the satisfaction of the Ellis County Department of Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Midkiff Holdings, LLC dba GM Construction TX shall maintain and make good all defects appearing in the work performed by due to faulty workmanship or materials which may develop during the period of twenty (24) months from January 23, 2020 the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That no claim, suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of twelve (12) months from the end of the maintenance period as herein set forth.

Midkiff Holdings, LLC dba GM Construction TX

PRINCIPAL(S)

Glenn Midkiff
PRINTED NAME

President
TITLE

SureTec Insurance Company

SURETY

Debra Lee Moon
PRINTED NAME

Attorney-in-Fact
TITLE



AGENDA ITEM NO. 1.3
Ellis County Commissioners' Court
March 10, 2020



SHORT TITLE:

Accept a performance bond for Cross Fence at Oak Vista.
Parcel ID No. 180040 & 183375

LEGAL CAPTION:

Consider and act upon a request to accept a performance bond for the Cross Fence at Oak Vista Subdivision. This property contains ± 248.60 acres of land in the S.B. Orton Survey, Abstract No. 813, and the J. Fifer Survey, Abstract No. 352, the D.M. McNeil Survey, Abstract No. 71 located on the north side of FM 66 ± 6,200 feet west of Arrowhead Road in the extraterritorial jurisdiction (ETJ) of the Cities of Waxahachie and Maypearl, Road & Bridge Precinct No. 3.



APPLICANT(S):

J & K Excavation, LLC



PURPOSE:

The applicant is requesting the County accept Performance Bond No. GRTX46626 for the construction of the Cross Fence at Oak Vista Subdivision, in the amount of one million seven hundred thousand dollars (\$1,700,000).

The Commissioners' Court approved the preliminary plat of 173 residential lots at its meeting on May 21, 2019, Item No. 1.2. The City of Waxahachie approved the preliminary plat at a City Council meeting on April 15, 2019.



ANALYSIS:

Section VII (A) (2) (Performance Guarantees) of the Subdivision and Development Regulations state that prior to construction and to ensure roads, streets, signs, underground utilities, and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations, the developer shall file a Construction Bond.

The bond amount shall be equal to one hundred percent (100%) of any and all contracts, agreements, and bids for the construction of roads, streets, street signs, underground utilities, required drainage structures, erosion control, and all other construction.

The construction plans and performance bond submitted for Cross Fence at Oak Vista Subdivision satisfy current County requirements.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



RECOMMENDATION:

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

- 1) **Approve** this request to accept Performance Bond No. GRTX46626 in the amount of one million seven hundred thousand dollars (\$1,700,000) for the Cross Fence at Oak Vista Subdivision, issued by Granite Re, Inc.



ATTACHMENTS:

1. Copy of Performance Bond No. GRTX46626
2. Draft Order



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – COPY OF PERFORMANCE BOND No. GRTX46626

Bond # GRTX46626

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT, J & K Excavation, LLC, (hereinafter called the Principal), as Principal, and, Granite Re, Inc., (hereinafter called the Surety), a corporation organized and existing under the laws of the State of Oklahoma licensed to do business in the State of Texas and admitted to write bonds, as Surety in the State of Texas, are held and firmly bound unto, Judge Todd Little, Ellis County Judge, or her successors in office, (hereinafter called the Obligee), in the amount of One Million Seven Hundred Thousand & 00/100 Dollars (\$ 1,700,000.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7th day of January, 2020.

PRINCIPAL: J & K Excavation, LLC

BY:

SURETY: Granite Re, Inc.

BY:



Kenneth D. Whittington
Attorney-In-Fact



ATTACHMENT NO. 2 – DRAFT ORDER

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 10th day of March 2020, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said Court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS ACCEPTING PERFORMANCE BOND NO. GRTX46626 ISSUED BY GRANITE RE, INC. COMPANY, IN THE AMOUNT OF ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000.00) FOR A PERFORMANCE BOND FOR THE CROSS FENCE AT OAK VISTA SUBDIVISION, CONTAINING ± 248.60 ACRES OF LAND IN THE S.B. ORTON SURVEY, ABSTRACT NO. 813, AND THE J. FIFER SURVEY, ABSTRACT NO. 352, THE D.M. MCNEIL SURVEY, ABSTRACT NO. 71 LOCATED ON THE NORTH SIDE OF FM 66 ± 6,200 FEET WEST OF ARROWHEAD ROAD IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITIES OF WAXAHACHIE AND MAYPEARL, ROAD & BRIDGE PRECINCT NO. 3, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE, AS PRESENTED.

WHEREAS, the Commissioners Court of Ellis County, Texas adopted the “Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on September 3, 2019, pursuant to Minute Order 378.19, hereinafter referred to as “Development Regulations”; and,

WHEREAS, “Development Regulations,” Section VII (A) (2) (Performance Guarantees) states, “infrastructure is built according to the established regulations and any other required conditions set forth in the plat.”; and,

WHEREAS, “Development Regulations,” Section VII (B)(1) states “Prior to construction and to ensure roads, streets, signs, and underground utilities and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations.”; and,



DEPARTMENT OF DEVELOPMENT
Ellis County

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WHEREAS, "Development Regulations," Section VII (C) (3) states, "The bond or irrevocable letter of credit shall be executed by a surety company authorized to do business in the state of Texas, made payable to the County Judge of Ellis County, Texas or their successor in office";

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

SECTION 1. ACCEPTANCE OF BOND

The Commissioners' Court finds that the proposed Bond satisfies the criteria outlined in Section VII of the adopted Development Regulations apply and hereby accept Performance Bond No.GRTX46626 issued by Granite Rd, Inc. Company in the amount of one million seven hundred thousand dollars (\$1,700,000.00) for the Cross Fence at Oak Vista Subdivision, located in the extraterritorial jurisdiction of Maypearl and Waxahachie, Ellis County, Road and Bridge Precinct No. 3.

SECTION 2. CONFLICTS.

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

SECTION 3. SEVERABILITY CLAUSE

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

SECTION 4. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 10TH DAY OF MARCH 2020.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct. No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk



AGENDA ITEM NO. 1.4
Ellis County Commissioners' Court
March 10, 2020



SHORT TITLE:

Final Plat – Alejandro Subdivision
Parcel ID – 245302

LEGAL CAPTION:

Consider & act upon a final plat of Alejandro Subdivision. The property contains ± 1.991 acres of land in the Nathaniel Hodge Survey, Abstract No. 509, located along Cane Road, ±3,660 feet northwest of the intersection of FM 985 & Cane Road, Bardwell, Road & Bridge Precinct No. 2.



APPLICANT:

Edwin Alejandro



PURPOSE:

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



HISTORY:

No other subdivision history of property exists on this site.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

Per the adopted 2019 Plan, this plat does not contain any designated thoroughfares on the County's plan; however, this plat shows 28 feet of dedication along Cane Road, converting it from prescriptive to dedicated right-of-way.

Water Provider:

There is an existing meter on-site currently serviced by Rice Water Supply.



ANALYSIS:

Upon review of the plat, Alejandro Subdivision meets the County's subdivision regulation guidelines.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

Staff recommends **approval** of this plat application, as presented.



**DEPARTMENT OF DEVELOPMENT
Ellis County**

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🌐: co.ellis.tx.us/dod



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



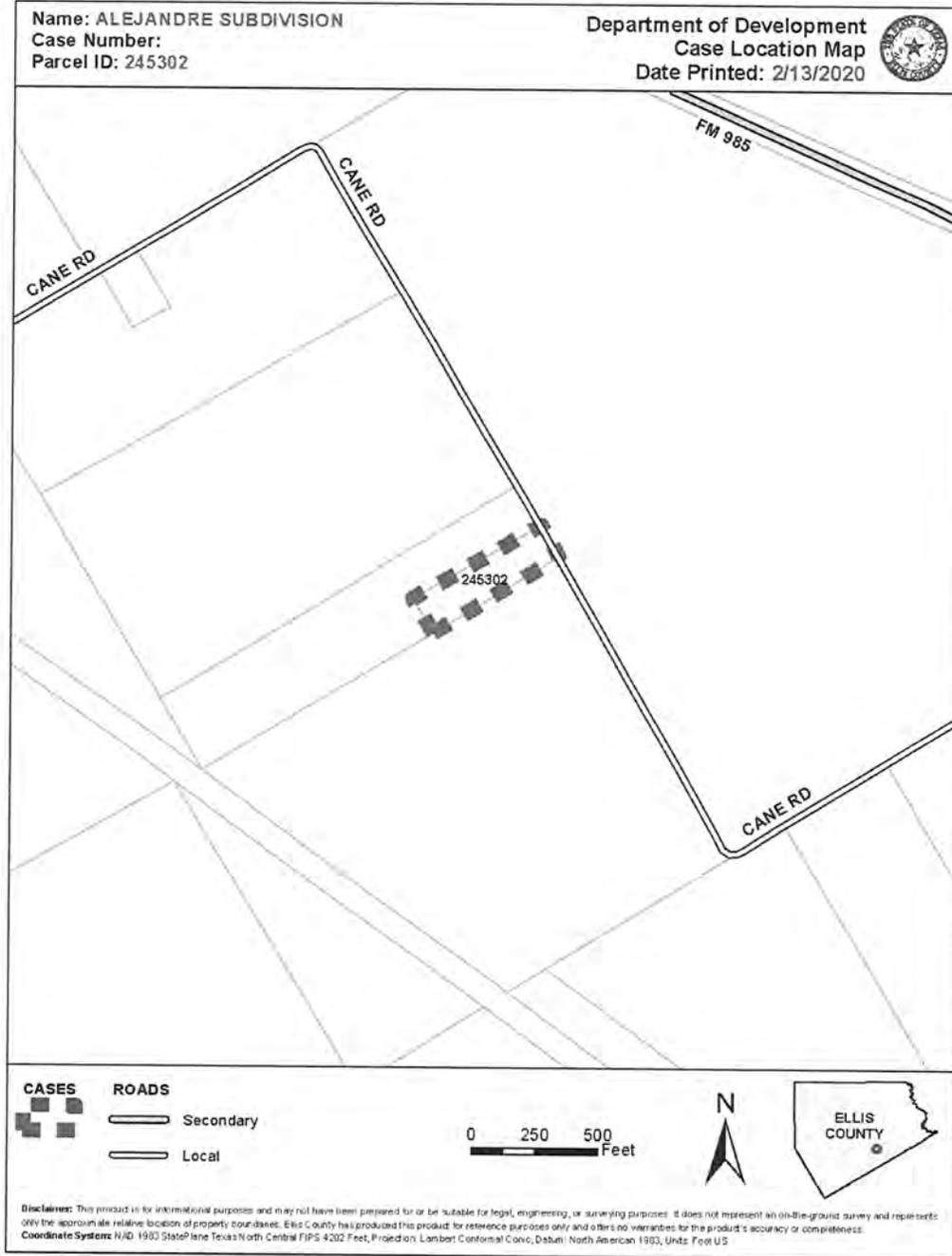
APPROVED AND PRESENTED BY:

A handwritten signature in black ink, appearing to read "Alberto Mares".

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



ATTACHMENT NO. 1 – LOCATION MAP ALEJANDRE SUBDIVISION





AGENDA ITEM NO. 1.5
Ellis County Commissioners' Court
March 10, 2020



SHORT TITLE:

Final Plat – Gala Addition Lots 1 & 2, Block 1
Parcel ID – 277603 & 177956

LEGAL CAPTION:

Consider & act upon a final plat of Gala Addition Lots 1 & 2, Block 1. The property contains ± 10.591 acres of land in the Rafael De La Pena Survey, Abstract No. 3, located on FM 660 ± 2,845 feet southeast of the intersection of India Road & FM 660, Ferris, Road & Bridge Precinct No. 1.



APPLICANT:

Adriana Flores and Enriqueta Trevino



PURPOSE:

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



HISTORY:

No other subdivision history of property exists on this site.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

Per the adopted 2019 Plan, FM 660 is classified as a major arterial road. This plat dedicates 20 feet of right-of-way dedication along FM 660, satisfying the minimum requirement.

Water Provider:

Rockett Special Utility District has confirmed service availability for this plat via a 12-inch line along FM 660.



ANALYSIS:

Upon review of the plat, Gala Addition Lots 1 & 2, Block 1 meets the County's subdivision regulation guidelines.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

Staff recommends **approval** of this plat application, as presented.



**DEPARTMENT OF DEVELOPMENT
Ellis County**

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PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



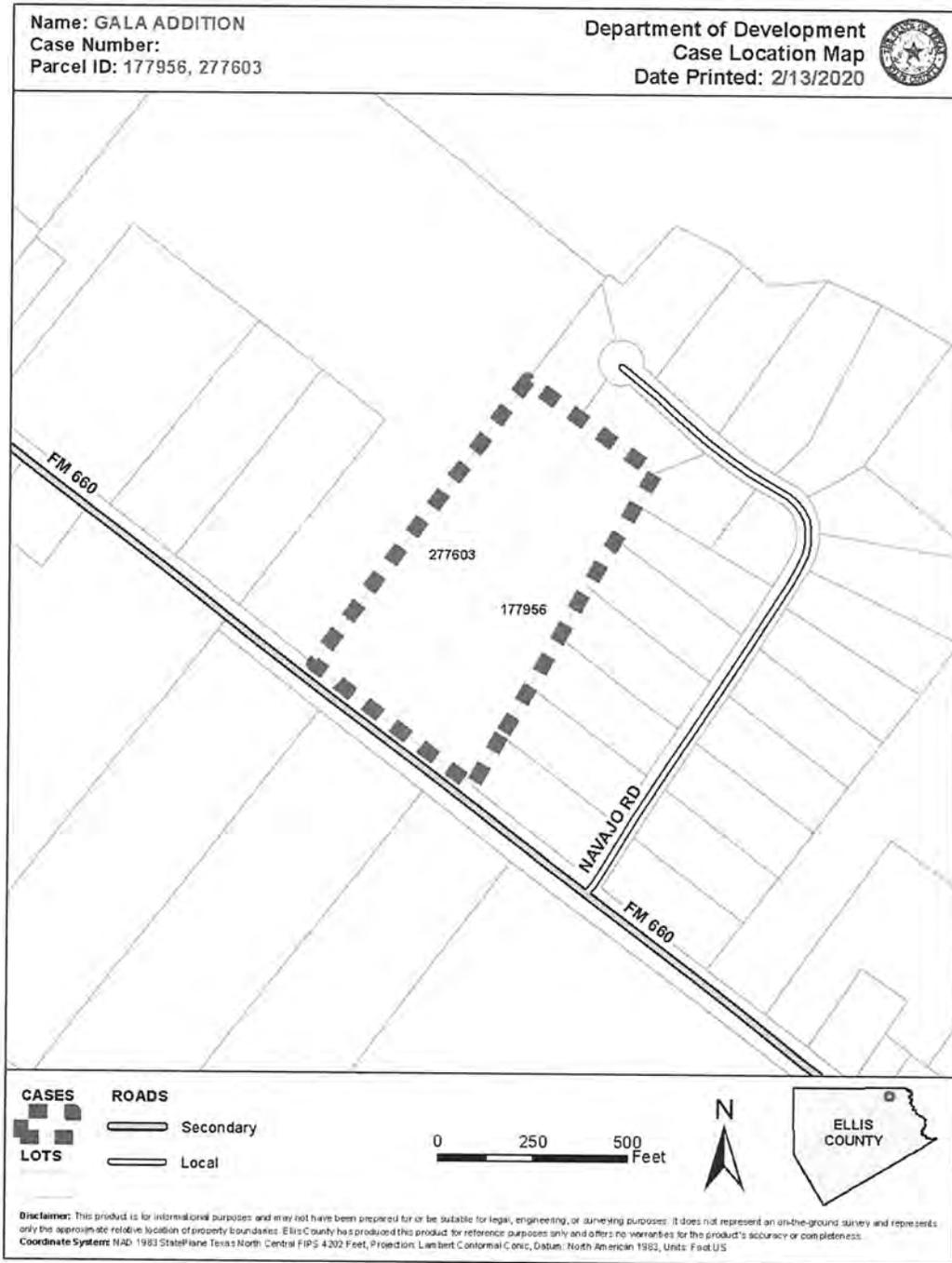
APPROVED AND PRESENTED BY:

A handwritten signature in black ink that reads "Alberto Mares".

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



ATTACHMENT NO. 1 – LOCATION MAP - GALA ADDITION LOTS 1 & 2, BLOCK 1 PLAT



TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 2775C (the "Lease") between American National Leasing Company ("ANLC") and Ellis County (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to ANLC for the principal amount it financed) and an interest component (as interest to ANLC for making the financing available). The interest component is priced at a tax exempt interest rate.

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

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

General Provisions

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

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

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

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

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

Signed as of this 27th day of February, 2020.

Ellis County

By: _____

Todd Little
County Judge of Ellis County

American National Leasing Company

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2775C

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

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

VENDORS: Cap Fleet Upfitters Rush Truck Center
 2603 Taylors Valley rd 4000 Irving Blvd.
 Belton, TX 76513 Dallas, TX 75247
 (254) 773 - 1959 (214) 631 - 2050

Model Number	Serial #	EQUIPMENT INFORMATION Item/Description:	Qty	Price
G06799	1FT7W2B60KEG06799	2020 FORD F250 4X4 Crew Cab W/ Emergency equipment from CAP Fleet	1	\$34,417.80
			1	\$17,755.00
TOTAL:				\$52,172.80
LESS DOWN PAYMENT:				(\$16,000.00)
Document Fees:				\$100.00
TOTAL CAPITALIZED COST:				\$36,272.80

mvlooe2769C- Ellis
 County SO

 Lessee: Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	5	Base Lease Payment:	\$8,146.00
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		Total Payment:	\$8,146.00
		Lease End Date:	February 27, 2025

[END OF LEASE PURCHASE OPTION]

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

TERMS AND CONDITIONS

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

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

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

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

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

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

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime +4% per annum.

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

Lessee: Please Initial

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

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

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

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

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

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

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

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

Lessee: Please Initial

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

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

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

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

- (i) Lessee shall return the Equipment to Lessor as provided in Section 7.
- (ii) Lessor may retain all Lease payments previously paid by Lessee.
- (iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.
- (iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.

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

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

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

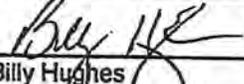
15.) **SEVERABILITY:** The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

Lessee: Please Initial

Date of Acceptance: February 27, 2020

Lessor: American National Leasing Company

By: 
Billy Hughes
Vice President of Leasing

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

By: _____
Todd Little
County Judge - Ellis County

LESSEE'S ACCEPTANCE

TO VENDOR (CALDWELL COUNTRY FORD & RUSH TRUCK CENTER) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

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

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

Date of Acceptance: February 27, 2020

By: _____
Todd Little
County Judge - Ellis County

Lessee: Please Initial

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
02/27/2020	\$16,000.00
02/27/2021	\$8,146.00
02/27/2022	\$8,146.00
02/27/2023	\$8,146.00
02/27/2024	\$8,146.00
02/27/2025	\$8,146.00

Exhibit A

Lessee: Please Initial

Exhibit A

Purchase Option Price

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

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

(a) The remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus

(b) Accrued but unpaid interest on such principal amount as of such purchase date.

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

ADDENDUM

The following is an addendum to Government Lease Purchase Agreement No. 2775C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

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

To the extent, if any,

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

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

6. The parties agree that under the Constitution and laws of the State of Texas, Lessee cannot enter into an Agreement whereby Lessee agrees to indemnify or hold harmless any other party; therefore, all references of any kind to the Lessee indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted Tex. Const. Article XI § 7. Tex. Att'y Gen. Op. DM-467. Tex. Att'y Gen. Op. GA-0176.
7. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.
8. It is understood and agreed that each party shall have the status of an independent contractor under this Agreement and that nothing in this Agreement shall be construed as authorization for either party to act as agent for the other. Neither party shall incur any Liability for any act or failure to act by employees of the other party.
9. Nothing in this contract or terms and condition shall be construed as a waiver of sovereign immunity by Lessee; provided, Lessee agrees that in the event of a dispute between them Lessee shall return the Equipment to Lessor at Lessee's expense.

Signed this _____ day of _____, 2020.

ELLIS COUNTY, TEXAS AS LESSEE

By: _____

Title: _____

AMERICAN NATIONAL LEASING COMPANY
AS LESSOR

By: *[Signature]*

Title: VICE PRESIDENT

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

Lease No: ANLC# 2775C
 CONTACT: Capt Chris Hamilton
 Ellis County SO
 BUSINESS PHONE:
 quote date: 6/14/19

ELLIS COUNTY SO

2020 F250 4x4 ACO	\$34,417.80	Rush Truck Center
VIN# 1FT7W2B60KEG06799	\$0.00	
MARKED	\$0.00	
Emergency Equipment	\$17,755.00	CAP
Graphics and installation	\$0.00	

Acceptance Date:
 SOURCE: (3) Year Lease

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$52,172.80
Doc Fee	\$100.00
Down Payment	-\$16,000.00
Net Capitalized Cost	\$36,272.80

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
02/27/20	0.00	0	0.00	0.00	36,272.80
02/27/21	8,146.00	366	1,451.25	6,694.75	29,578.05
02/27/22	8,146.00	365	1,180.16	6,965.84	22,612.21
02/27/23	8,146.00	365	902.23	7,243.77	15,368.44
02/27/24	8,146.00	365	613.20	7,532.80	7,835.64
02/27/25	8,146.00	366	313.50	7,832.50	3.14

Net Capitalized Cost	36,272.80	\$4,460.34
Interest Rate	3.9900%	
Residual Value	\$3.14	
Rounding Adjustment	(2.14)	
Adjusted Res. Value	\$1.00	

**TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD**

REMIT P.O. TO:munisales@rushenterprises.com

Vendor	RUSH TRUCK CENTER	Date Prepared	2/14/2020
Contact for Vendor:	COLTON KRUSE	Phone	(830) 302-5219
End User:	Ellis Co. Sherrill Dept		
End User Contact:	Chris Hamilton	Phone/Fax	chris.hamilton@co.ellis.tx.us
Product Description:	Ford F-250 Pick Up		

A: Base Price in Bid/Proposal Number: 601-19		Series:	F-250	\$ 20,150.00	
B: Published Options(Itemize Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Ford	W2B 4X4 Crew cab	\$ 8,428.80			
Ford	XL Value Pkg.	\$ 1,000.00			
Ford	Power Equipment Group	\$ 1,125.00	RTC-0010	(OEM)+Safety Analysis	\$ 1,236.00
Ford	L1 245/75 AT	\$ 165.00	RTC-1026	Lot Insurance	\$ 895.00
Ford			RTC-1027	Floor Plan Interest	\$ 1,018.00
Ford					
Ford					
Ford					
Subtotal Column 1:		\$ 10,718.80	Subtotal Column 2:		\$ 3,149.00
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")				\$ 13,867.80	

C: Subtotal of A + B				\$ 34,017.80
D: Non Published Options				
Subtotal Column 1:			Subtotal Column 2: \$ -	

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")

E: Contract Price Adjustment (If any, explain here)			
Ford Freight and Materials Surcharge			

F: Total of C + D +/- E \$ 34,017.80

G: Quantity ordered Units: 1.00 x F \$ 34,017.80

H: BUYBOARD Administrative Fee % \$ 100.00

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)				

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 34,417.80

Commissioners Court Dates Regular Sessions FY 2019-2020 Schedule

Historic Ellis County Courthouse
Commissioners Courtroom
101 W. Main St., 2nd floor
Waxahachie, TX 75165

Date	Day	Time
October 8, 2019	Tuesday	2:00 p.m.
October 22, 2019	Tuesday	2:00 p.m.
November 5, 2019	Tuesday	2:00 p.m.
November 19, 2019	Tuesday	2:00 p.m.
December 3, 2019	Tuesday	2:00 p.m.
December 17, 2019	Tuesday	2:00 p.m.
December 30, 2019	Monday	2:00 p.m.
January 14, 2020	Tuesday	2:00 p.m.
January 28, 2020	Tuesday	2:00 p.m.
February 11, 2020	Tuesday	2:00 p.m.
February 25, 2020	Tuesday	2:00 p.m.
March 10, 2020	Tuesday	2:00 p.m.
March 24, 2020	Tuesday	2:00 p.m.
April 7, 2020	Tuesday	2:00 p.m.
April 21, 2020	Tuesday	2:00 p.m.
May 5, 2020	Tuesday	2:00 p.m.
May 19, 2020	Tuesday	2:00 p.m.
June 2, 2020	Tuesday	2:00 p.m.
June 16, 2020	Tuesday	2:00 p.m.
June 30, 2020	Tuesday	2:00 p.m.
July 14, 2020	Tuesday	2:00 p.m.
July 28, 2020	Tuesday	2:00 p.m.
August 4, 2020	Tuesday	2:00 p.m.
August 11, 2020	Tuesday	2:00 p.m.
August 18, 2020	Tuesday	2:00 p.m.
August 25, 2020	Tuesday	2:00 p.m.
September 8, 2020	Tuesday	2:00 p.m.
September 22, 2020	Tuesday	2:00 p.m.

Todd Little, County Judge

Attest: _____
Krystal Valdez, County Clerk



Proposal # 7071	Customer # 3473	System Type Access Control System	PO Number	Term 50-50	Proposal Date March 03, 2020
---------------------------	---------------------------	---	-----------	----------------------	--

Customer:
Ellis County Courthouse
101 W. Main
Waxahachie, TX 75165

Site Location:
Ellis County Courthouse
101 W. Main
Waxahachie, TX 75165

<p>Contact Information:</p> <p>Customer Contact Megan Sauers Phone: (972) 825-5115 Email: megan.sauers@co.ellis.tx.us</p> <p>Salesperson Name: Jeff Hughes Phone: (972) 937-1102 Email: jhughes@batsecurity.com</p>	<p>Brief Description: Install a Software Based Access Control System throughout the Court House.</p>
---	--

Charges

Description	QTY	Rate	Amount
Labor	1.00	5,000.00	5,000.00
Sub-Contractor (DH Pace) Equipment for Basement Door	1.00	2,400.00	2,400.00
Door Controller & Enclosure Kit (1) Door Controller (1) Enclosure	3.00	948.00	2,844.00
Single Reader Expansion Module	2.00	400.00	800.00
Proximity/Keypad Reader	1.00	559.00	559.00
Proximity Reader	4.00	189.00	756.00
Illuminated Request to Exit Button	4.00	95.00	380.00
7-Port PoE Switch (1 GB, "Dumb")	2.00	540.00	1,080.00
Access Control Cable	1.00	615.00	615.00
Conduit system for wiring	1.00	500.00	500.00
Surface Mount, Stainless Steel Armored Cable (18")	2.00	25.00	50.00
Total Charges:			14,984.00
Sales Tax:			0.00
Amount: 0			Grand Total: \$14,984.00

Recurring Services Added

Description	Activation Date	Next Invoice Date	Billing Cycle	Monthly Amount	Cycle Amount
Smarter Access Control	03/03/20	03/01/20	Monthly	50.00	50.00
Total Recurring Services:					\$50.00

Notes

Note	Modified Date	User
Notes: We will need someone to prep the wood trim around the 1st Floor Doors so we can run wires like before.	03/03/2020 12:30:56	Jeff Hughes
Credentials are not included in this proposal. Below are prices to add. Keyfobs (Qty 25) \$288.00 ISO Cards (Qty 25) \$258.00	03/03/2020 12:30:56	Jeff Hughes





Proposal

x _____
Agreed To By Name Date

CONTACT US

Billing Questions	Sales	Central Station	Service	Email
(972) 937-1102	(972) 937-1102	(877) 622-8626	(972) 937-1102	info@batsecurity.com
To view this proposal online, please visit: https://batsecurity.alarmbiller.com Registration Key: 428FCA				

**AGENDA
ITEM: ADOPTION OF AN ORDER WITH RESPECT TO REPUBLIC SERVICES,
 INC. PROJECT AND AUTHORIZING THE COUNTY JUDGE TO
 EXECUTE CERTIFICATES APPROVING THE ORDER AND PUBLIC
 HEARING**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the "Order with Respect to Republic Services, Inc. Project" which authorizes the County Judge to execute certificates approving the Order and public hearing.

BACKGROUND

Republic Services, Inc. ("Republic Services") has requested the MEDC issue \$86,000,000 of new bonds (the "New Money Bonds") in 2020 as part of a plan of finance to issue up to \$480,900,000 in bonds for capital improvements at twenty-nine (29) of their facilities in Texas over the next three years including their facilities in Ellis County. Republic Services has received \$86,000,000 in 2020 bond allocation from the Texas Bond Review Board.

The Order relates to approvals required for the proposed issuance by the MEDC of its Solid Waste Disposal Revenue Bonds (Republic Services, Inc. Project) (the "Bonds"). At the request of Republic Services, the MEDC proposes to issue Bonds and loan the proceeds thereof to Republic Services to provide funds to finance the costs of improvements to certain solid waste disposal facilities, including their facilities located in Ellis County.

In order to permit Republic Services to use proceeds of tax-exempt Bonds for the solid waste disposal facilities located in Ellis County, approval of the Commissioners Court is required: (i) under Texas law (for the MEDC Issuer's Bonds) pursuant to the Development Corporation Act, Local Government Code, Chapter 501, as amended and (ii) under federal tax law a public hearing must be held pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

FISCAL IMPACT

Approval of this Order in no way imposes any payment or obligation on Ellis County in connection with the financing. Under no circumstances shall the County have any liability, financial obligation or responsibility of any kind with respect to the payment of the bonds issued for the local portion of the Project.

DISPOSITION BY COMMISSIONERS COURT

APPROVED OTHER (Describe) _____

SUBMITTED BY: _____ PREPARED BY: _____

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

I, the undersigned County Clerk of Ellis County, Texas, hereby certify as follows:

1. The Commissioners Court of Ellis County, Texas, convened in regular meeting on March 10, 2020, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court and the County Clerk, to wit:

Todd Little	County Judge
Randy Stinson	Commissioner
Lane Grayson	Commissioner
Paul Perry	Commissioner
Kyle Butler	Commissioner

and all of said persons were present except for _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER WITH RESPECT TO REPUBLIC SERVICES, INC. PROJECT

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES: ____;

NOES: ____;

ABSTENTIONS: ____.

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said order has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said order; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED AND SEALED this _____, 2020.

County Clerk

(SEAL)

**ORDER WITH RESPECT TO
REPUBLIC SERVICES, INC.
PROJECT**

WHEREAS, REPUBLIC SERVICES, INC. and its subsidiaries or affiliates (collectively, the "Company") own and operate various solid waste disposal facilities throughout the State of Texas (collectively, the "Facilities"); and

WHEREAS, the Company has requested that Mission Economic Development Corporation (the "Issuer") issue its Solid Waste Disposal Revenue Bonds (Republic Services, Inc. Project) Series 2020 or similarly captioned bonds in one or more series (the "Bonds") to finance the costs of acquiring, constructing, equipping and improving the Facilities (collectively, the "Project"); and

WHEREAS, a portion of the Project consisting of the following sites is located in Ellis County, Texas (the "County"): 101 Republic Way, Avalon, Texas 76623 (the "Avalon Site"), and 5703 N I-45, Ennis, Texas 75119 (the "Ennis Site" and, together with the Avalon Site, the "Local Portion of the Project"); and

WHEREAS, the aggregate maximum stated principal amount of the Bonds to be used to finance and refinance the Project is \$480,900,000, the aggregate maximum stated principal amount of the Bonds to be used to finance the Avalon Site is \$5,000,000, and the aggregate maximum stated principal amount of the Bonds to be used to finance the Ennis Site is \$14,000,000; and

WHEREAS, in order for the Local Portion of the Project to be financed with the proceeds of the Bonds, the Commissioners Court (the "Commissioners Court") of the County must request that the Issuer exercise its powers within the County for the purpose of issuing such Bonds to finance the Local Portion of the Project, such request being intended to satisfy the requirements of Section 501.159 of the Texas Development Corporation Act, Texas Local Government Code, Chapter 501, as amended (the "Act"); and

WHEREAS, the Commissioners Court desires hereby to make such request of the Issuer and to take other actions to enable the Issuer to issue the Bonds and the Company to use the proceeds thereof to finance the Local Portion of the Project; and

WHEREAS, approval of the Commissioners Court or the County Judge as the "applicable elected representative" is also required in connection with the issuance of the Bonds as tax-exempt bonds, in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and the Commissioners Court desires hereby to give such approval.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS:

Section 1. Third Party Financing. In order for the Local Portion of the Project to be financed as a part of the entire Project through the Issuer's issuance of the Bonds, the Issuer is hereby requested to exercise its powers within the County for the purpose of issuing such Bonds in one or more series to finance the Local Portion of the Project over the next thirty-six months (the "Plan of Finance"). This request is intended to satisfy the requirements of Section 501.159 of the Act.

Section 2. Public Hearing and Approval for Federal Tax Purposes. In order to comply with Section 147(f) of the Code, a public hearing has been held by or on behalf of the County, in which hearing

members of the public were permitted to express their views with respect to the Project, the Plan of Finance and the issuance of the Bonds for such purpose. Notice of such hearing was published no less than seven days prior to such hearing in a newspaper of general circulation in the County, and an affidavit of the publication of such notice and a copy of such notice are each attached to **Exhibit A** hereto. Based upon the results of such hearing (as shown in the certificate of public hearing officer attached hereto as **Exhibit A**), and for purposes of complying with Section 147(f) of the Code, the Plan of Finance, including the issuance of the Bonds for the Local Portion of the Project, are hereby approved. If requested by bond counsel for the Bonds, the County Judge is hereby authorized and directed to execute a certificate certifying approval of the Plan of Finance and the Bonds for the Local Portion of the Project.

SECTION 3. DISCLAIMER OF LIABILITY. THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE PROJECT. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF BONDS ISSUED FOR THE PROJECT OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE PROJECT.

ADOPTED this 10th day of March, 2020.

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING

(attached)

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

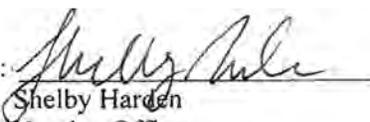
MISSION ECONOMIC DEVELOPMENT CORPORATION
SOLID WASTE DISPOSAL REVENUE BONDS
(REPUBLIC SERVICES, INC. PROJECT)

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the plan of finance including the issuance of the above-referenced bonds in one or more series (the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the proposed plan of finance including the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Attachment A** attached hereto.
2. Notice of the public hearing was published no less than seven days before the date of the public hearing in a newspaper of general circulation available to residents of Ellis County, Texas, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Attachment A**.
3. All persons appearing at the public hearing were given an opportunity to comment on the proposed plan of finance, including the issuance of the Bonds, and the project to be financed and/or refinanced by the plan of finance. No such persons appeared or made comments except as is set forth on **Attachment B** attached hereto.
4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 19th day of February, 2020.

By: 
Shelby Harden
Hearing Officer

Attachment A – Affidavit of Publication of Notice of Public Hearing
Attachment B - Names and Comments of Persons Attending Public Hearing

ATTACHMENT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

[Attached.]

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared Mert Tezkol, Advertising Representative for The Dallas Morning News, being duly sworn by oath, states the attached advertisement of

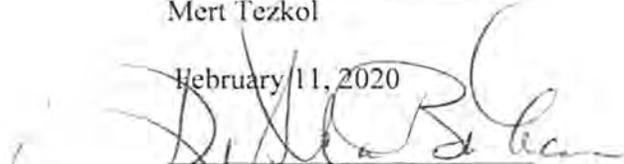
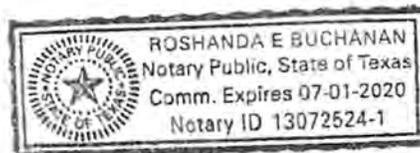
Bracewell LLP
was published in The Dallas Morning News

DATE PUBLISHED
February 11, 2020



Mert Tezkol

February 11, 2020


(Notary Public)

ATTACHMENT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

None.

3.4

**COMMISSIONERS COURT
COMMUNICATION**

Reference Number: _____
Page 1 of _____
Date: _____

AGENDA **ADOPTION OF AN ORDER WITH RESPECT TO WASTE
ITEM: MANAGEMENT, INC. PROJECT AND AUTHORIZING THE COUNTY
 JUDGE TO EXECUTE CERTIFICATES APPROVING THE ORDER AND
 PUBLIC HEARING**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the "Order with Respect to Waste Management, Inc. Project" which authorizes the County Judge to execute certificates approving the Order and public hearing.

BACKGROUND

Waste Management, Inc. ("Waste Management") is seeking to refinance its Mission Economic Development Corporation ("MEDC" or "Issuer") Solid Waste Disposal Revenue Bonds, Series 2008 in the amount of \$67,000,000 (the "Refunding Bonds"). The Series 2008 bonds were used to finance certain infrastructure and capital improvements to solid waste collection and disposal operations of twenty-one (21) facilities, including Waste Management's facility in Ellis County. In addition, Waste Management has requested the MEDC issue \$58,000,000 of new bonds (the "New Money Bonds") as part of a plan of finance for capital improvements at nineteen (19) of their facilities in Texas, including their facility in Ellis County.

The Order relates to approvals required for the proposed issuance by the MEDC of its Solid Waste Disposal Revenue Bonds (Waste Management, Inc. Project) and its Solid Waste Disposal Refunding Revenue Bonds (Waste Management, Inc. Project) (collectively, the "Bonds"). At the request of Waste Management, the MEDC proposes to issue Bonds and loan the proceeds thereof to Waste Management to provide funds to finance and/or refinance the costs of improvements to certain solid waste disposal facilities, including their facility located in Ellis County.

In order to permit Waste Management to use proceeds of tax-exempt Bonds for the solid waste disposal facility located in Ellis County, approval of the Commissioners Court is required: (i) under Texas law (for the MEDC Issuer's Bonds) pursuant to the Development Corporation Act, Local Government Code, Chapter 501, as amended and (ii) under federal tax law a public hearing must be held pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

FISCAL IMPACT

Approval of this Order in no way imposes any payment or obligation on Ellis County in connection with the financing. Under no circumstances shall the County have any liability, financial obligation or responsibility of any kind with respect to the payment of the bonds issued for the local portion of the Project.

DISPOSITION BY COMMISSIONERS COURT

APPROVED OTHER (Describe) _____

SUBMITTED BY: _____ PREPARED BY: _____

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

I, the undersigned County Clerk of Ellis County, Texas, hereby certify as follows:

1. The Commissioners Court of Ellis County, Texas, convened in regular meeting on March 10, 2020, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court and the County Clerk, to wit:

Todd Little	County Judge
Randy Stinson	Commissioner
Lane Grayson	Commissioner
Paul Perry	Commissioner
Kyle Butler	Commissioner

and all of said persons were present except for _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER WITH RESPECT TO WASTE MANAGEMENT, INC. PROJECT

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES: ____;
NOES: ____;
ABSTENTIONS: ____.

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said order has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said order; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED AND SEALED this _____, 2020.

County Clerk

(SEAL)

**ORDER WITH RESPECT TO
WASTE MANAGEMENT, INC.
PROJECT**

WHEREAS, WASTE MANAGEMENT, INC. and its subsidiaries or affiliates (collectively, the "Company") own and operate various solid waste disposal facilities throughout the State of Texas (collectively, the "Facilities"); and

WHEREAS, in 2008 at the request of the Company, Mission Economic Development Corporation (the "Issuer") issued its Solid Waste Disposal Revenue Bonds (Waste Management, Inc. Project) Series 2008 (the "Series 2008 Bonds") to finance the costs of acquiring, constructing, equipping and improving the Facilities (collectively, the "2008 Project"), including portions of the Facilities located outside the boundaries of the Issuer's sponsoring governmental unit, subject to certain requests, hearings and approvals from the other governmental units in which the 2008 Project is located; and,

WHEREAS, the Company now desires to refinance the Series 2008 Bonds and thereby refinance the 2008 Project and to finance additional costs of acquisition, construction, equipping and improvements to the Facilities (collectively, together with the 2008 Project, the "Project") and has requested that the Issuer issue its Solid Waste Disposal Revenue Bonds (Waste Management, Inc. Project) Series 2020 or similarly captioned bonds in one or more series (the "Bonds") for such purpose; and

WHEREAS, a portion of the Project consisting of the following site is located in Ellis County, Texas (the "County"): 1201 North Central Street (formerly 1251 Central Avenue North), Ferris, Texas 75125 (the "Local Portion of the Project"); and

WHEREAS, in order for the Local Portion of the Project to be financed and refinanced with the proceeds of the Bonds, the Commissioners Court (the "Commissioners Court") of the County must request that the Issuer exercise its powers within the County for the purpose of issuing such Bonds to finance and refinance the Local Portion of the Project, such request being intended to satisfy the requirements of Section 501.159 of the Texas Development Corporation Act, Texas Local Government Code, Chapter 501, as amended (the "Act"); and

WHEREAS, the Commissioners Court desires hereby to make such request of the Issuer and to take other actions to enable the Issuer to issue the Bonds and the Company to use the proceeds thereof to finance and refinance the Local Portion of the Project; and

WHEREAS, approval of the Commissioners Court or the County Judge as the "applicable elected representative" is also required in connection with the issuance of the Bonds as tax-exempt bonds, in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Commissioners Court desires hereby to authorize the County Judge to give such approval.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS:

Section 1. Third Party Financing. In order for the Local Portion of the Project to be financed and refinanced as a part of the entire Project through the Issuer's issuance of the Bonds, the Issuer is hereby requested to exercise its powers within the County for the purpose of issuing such Bonds in one or more series to finance and refinance the Local Portion of the Project over the next thirty-six months (the "Plan of Finance"). This request is intended to satisfy the requirements of Section 501.159 of the Act.

Section 2. Public Hearing to be Held and Approval for Federal Tax Purposes. In order to comply with Section 147(f) of the Code, a public hearing has been or shall be held by the duly appointed hearing officer or officers of the Issuer, notice of such hearing having been published no less than seven days prior to such hearing in a newspaper of general circulation in the County or electronically posted on the County's website used to inform its residents about events affecting the residents of the County, in which hearing members of the public will be permitted to express their views with respect to the Project, the Plan of Finance and the issuance of the Bonds for such purpose. Such hearing may be conducted in combination with hearings for other counties to the extent permitted by Section 147(f) of the Code, and Treas. Reg. § 1.147-1(d)(2). Following such hearing, based upon the results of such hearing, and for purposes of complying with Section 147(f) of the Code, the County Judge is hereby authorized to execute a certificate certifying approval of the Plan of Finance, the Bonds and the Local Portion of the Project to be financed and refinanced by the Plan of Finance in the County.

SECTION 3. DISCLAIMER OF LIABILITY. THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE PROJECT. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF BONDS ISSUED FOR THE PROJECT OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE PROJECT.

ADOPTED this 10th day of March, 2020.

Communicable Diseases in the Workplace Policy

Ellis County seeks to maintain a healthy workplace by appropriately protecting the health and well-being of all employees and is committed to compliance with all applicable federal and state laws.

Employees have a responsibility to prevent the spread of communicable diseases when they are aware or suspect that they are or may be a carrier of a communicable disease. Employees are further required to report any exposure to a contagious disease that might pose a direct threat to health or safety in the workplace to their direct supervisor. An employee who fails to do so is subject to discipline, up to and including discharge.

Definition of Terms

A communicable disease is an illness due to an infectious agent or its toxic products, which is transmitted directly or indirectly to a person from an infected person, animal or insect.

Workplace Health and Safety Standards

Employees are expected to reduce or prevent the spread of communicable disease in the workplace by engaging in the following actions to protect themselves, co-workers and individuals.

- Employees who have symptoms of acute respiratory illness are asked to stay home and not return to work until they are free of fever (99.0° F or less using an oral thermometer) and any other symptoms for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants, Tylenol, Aspirin, Advil, etc.).
- Employees should continue to report to their worksite if they have an ill family member or roommate, but they are well. However, they should monitor their health to ensure that they remain free of the communicable disease. Additionally, employees who are well but who have a sick family member at home with a communicable disease should notify their supervisor of their potential exposure.
- Employees should practice proper hygiene in the workplace by covering their mouth and nose with a tissue when coughing or sneezing, or cough or sneeze into their elbow.
- Employees should avoid touching their eyes, nose or mouth. If that is not possible, they should wash their hands after touching their eyes, nose or mouth. Employees should clean their hands often with an alcohol-based hand sanitizer that contains at least 60-95% alcohol, or wash their hands with soap and water for at least 20 seconds. Soap and water should be used preferentially if hands are visibly dirty.
- Employees should avoid close contact with people who are ill in the workplace whenever possible. If this is unavoidable due to job responsibilities, employees should use protective measures to protect themselves.
- Employees should try not to use another employee's phones, desks, keyboards or other work tools and equipment. All frequently touched surfaces in the workplace such as workstations, countertops, and doorknobs should be routinely cleaned using cleaning agents that are routinely used in these areas, following the directions on the label. Utilize disposable wipes so that commonly used surfaces (for example, doorknobs, keyboards, remote controls, desks) can be wiped down by employees before each use.

- Employees should notify their supervisor or director if they observe a co-worker or client displaying symptoms of a communicable disease.

If a communicable disease prevents an employee from reporting to work as scheduled, the employee must notify their department head or elected official as soon as possible unless an emergency prevents them from doing so. This notification should be made by speaking directly to supervisor or director. However, if that is not possible, the employee may leave a voice or text message explaining why they are unable to report to work and leave a contact number where the employee can be reached.

Ellis County recognizes that employees with communicable diseases may wish and be physically able to work a regular or modified work schedule. Ellis County authorizes department heads to accommodate these employees by allowing them to work as long as they are able to perform their essential job functions, with or without reasonable accommodation, provided that medical evidence indicates that their condition does not pose a significant risk to the employee, co-workers, individuals or others, the work being completed is of benefit to the county, and time is accounted for appropriately.

Ellis County will obtain appropriate medical direction when necessary, to ensure that an employee's condition does not pose a significant risk of substantial harm to the employee, co-workers or individuals. Employees who have or are suspected of having a communicable disease that poses a significant risk or harm to the employee or others will be restricted from the workplace until such time as the employee's presence in the workplace will not present a risk to the employee or to others. An employee who is restricted from work because of a communicable disease is required to use available accrued sick time if unable to work.

An employee who is restricted from work because of a communicable disease may return to work when he or she presents a written statement from their physician indicating that the employee is no longer infectious and, as of a specified date, is able to return to work and carry out the essential job functions.

The county may require the employee to take a medical leave of absence, to undergo a fitness-for-duty examination, to provide a fitness-for-duty certificate from a physician, or to state the risk of exposure in the workplace with regard to his or her contagious illness. Department heads should consult Human Resources department for guidance.

Ellis County respects the right to privacy of any employee who has a communicable disease. All employee records or information regarding communicable diseases will be confidentially maintained in a secure area with Human Resources department, apart from the employee's personnel file. The employee's medical condition will be disclosed only to the extent necessary to minimize the health risks to co-workers, individuals and others. Ellis County will comply with all federal and state laws in regard to confidentiality and privacy requirements.