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**Ellis County Auditor's Report**  
**February 2020**  
**Fiscal Year 2019**

Benchmark for 5 Months = 41.67%

	<u>FY2020</u> <u>Budget</u>	<u>YTD</u> <u>Rev/Exp as</u> <u>of 2/29/2020</u>	<u>% of</u> <u>Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
<i>General Fund Revenues</i>					
NON-DEPARTMENTAL	49,268,620	45,111,763	91.56%	42,072,177	7.22%
DEPARTMENT OF DEVELOPMENT	381,000	197,683	51.89%	207,496	-4.73%
ELECTIONS	41,666	51,252	123.00%	26,327	94.67%
DISTRICT CLERK	853,300	363,378	42.59%	271,777	33.70%
COUNTY CLERK	1,758,150	746,065	42.43%	729,356	2.29%
SHERIFF REVENUES	280,700	105,207	37.48%	209,719	-49.83%
COUNTY ATTORNEY	123,074	45,781	37.20%	83,427	-45.12%
TAX COLLECTOR	1,121,000	113,799	10.15%	110,599	2.89%
CIVIL ENGINEER	-	15	N/A	15	0.00%
COUNTY COURT AT LAW #1	175,000	44,941	25.68%	87,807	-48.82%
COUNTY TREASURER	-	12	N/A	32	-62.50%
JUSTICE OF THE PEACE PCT. 1	150,000	62,510	41.67%	70,640	-11.51%
JUSTICE OF THE PEACE PCT. 2	348,750	115,798	33.20%	166,251	-30.35%
JUSTICE OF THE PEACE PCT. 3	159,023	60,529	38.06%	71,148	-14.93%
JUSTICE OF THE PEACE PCT. 4	179,100	87,970	49.12%	78,522	12.03%
CONSTABLE PCT. 1	35,770	18,476	51.65%	17,538	5.34%
CONSTABLE PCT. 2	55,740	27,422	49.20%	22,545	21.63%
CONSTABLE PCT. 3	50,740	16,844	33.20%	21,368	-21.17%
CONSTABLE PCT. 4	40,740	29,247	71.79%	19,925	46.78%
BUDGETED FUND BALANCE	1,027,168	-	0.00%	-	N/A
	<b>56,049,541</b>	<b>47,198,691</b>	<b>84.21%</b>	<b>44,266,669</b>	<b>6.62%</b>
<i>General Fund Expenditures</i>					
SHERIFF	10,401,687	4,122,864	39.64%	2,928,313	40.79%
JAIL	12,072,900	4,755,453	39.39%	3,644,414	30.49%
MAINTENANCE	706,797	244,886	34.65%	221,425	10.60%
COUNTY AUDITOR	735,455	281,436	38.27%	165,252	70.31%
INFORMATION TECHNOLOGY	532,817	205,247	38.52%	176,244	16.46%
TEXAS A&M AGRILIFE EXTENSIONS	249,226	90,467	36.30%	68,585	31.91%
DEPARTMENT OF DEVELOPMENT	945,673	350,623	37.08%	249,251	40.67%
VETERANS SERVICE OFFICER	142,839	45,075	31.56%	40,556	11.14%
COMMISSIONERS	471,225	201,871	42.84%	146,313	37.97%
COURT REPORTER	46,000	24,400	53.04%	15,225	60.26%
ACCOUNTS PAYABLE	166,415	69,779	41.93%	48,491	43.90%
INDIGENT HEALTH CARE	1,243,474	193,503	15.56%	407,539	-52.52%
COMMUNICATIONS	-	-	N/A	(341)	-100.00%
MENTAL HEALTH JUV EXP	236,000	7,650	3.24%	110,666	-93.09%
NON-DEPARTMENTAL	7,817,819	1,375,273	17.59%	2,205,818	-37.65%
LEASE PAYMENTS	1,000,000	1,000,000	100.00%	-	N/A
STATE MANDATED INDIGENT LEGAL	2,236,000	860,641	38.49%	795,203	8.23%
COMMUNITY SUPERVISION & CORREC	28,598	360	1.26%	382	-5.83%
40TH JUDICIAL DISTRICT COURT	227,402	84,959	37.36%	61,087	39.08%
378TH JUDICIAL DISTRICT COURT	225,891	77,214	34.18%	60,937	26.71%
443RD JUDICIAL DISTRICT COURT	226,159	83,994	37.14%	59,706	40.68%
INDIGENT DEFENSE	102,012	47,779	46.84%	10,421	358.48%
ELECTIONS	684,712	367,114	53.62%	296,360	23.87%
PURCHASING	263,272	105,585	40.10%	50,183	110.40%
DISTRICT CLERK	1,113,202	413,833	37.18%	295,000	40.28%
COUNTY CLERK	1,100,309	420,083	38.18%	310,579	35.26%
HIGHWAY PATROL	129,078	50,491	39.12%	18,776	168.92%

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	<u>FY2020</u> <u>Budget</u>	<u>YTD</u> <u>Rev/Exp as</u> <u>of 2/29/2020</u>	<u>% of</u> <u>Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
<i>General Fund Expenditures (Continued)</i>					
COUNTY ATTORNEY	3,979,068	1,537,857	38.65%	1,148,963	33.85%
TAX COLLECTOR	1,246,580	450,446	36.13%	333,924	34.89%
CIVIL ENGINEER	633,896	234,079	36.93%	215,968	8.39%
COUNTY COURT AT LAW #1	433,528	174,335	40.21%	125,174	39.27%
COUNTY COURT AT LAW #2	436,072	145,761	33.43%	127,914	13.95%
COUNTY COURT AT LAW #3	200,000	-	0.00%	-	N/A
COUNTY JUDGE	394,428	150,833	38.24%	110,565	36.42%
COUNTY TREASURER	285,349	113,619	39.82%	85,030	33.62%
JUVENILE SERVICES	1,844,006	451,789	24.50%	153,540	194.25%
JUVENILE DETENTION	253,750	98,908	38.98%	66,950	47.73%
JUVENILE JJAEP	29,250	-	0.00%	-	N/A
HUMAN RESOURCES AND SERVICES	289,636	102,131	35.26%	97,777	4.45%
EMERGENCY MANAGEMENT	205,324	70,002	34.09%	28,651	144.33%
FIRE MARSHAL	498,263	192,097	38.55%	136,608	40.62%
JUSTICE OF THE PEACE PCT.1	305,898	117,066	38.27%	83,736	39.80%
JUSTICE OF THE PEACE PCT.2	413,372	169,227	40.94%	113,330	49.32%
JUSTICE OF THE PEACE PCT.3	296,587	115,143	38.82%	82,551	39.48%
JUSTICE OF THE PEACE PCT.4	298,129	120,516	40.42%	82,714	45.70%
CONSTABLE PCT.1	204,040	75,570	37.04%	52,966	42.68%
CONSTABLE PCT.2	285,023	104,766	36.76%	52,348	100.13%
CONSTABLE PCT.3	203,933	77,232	37.87%	56,771	36.04%
CONSTABLE PCT.4	208,447	75,902	36.41%	53,618	41.56%
	<b>56,049,541</b>	<b>20,057,857</b>	<b>35.79%</b>	<b>15,595,483</b>	<b>28.61%</b>
<i>Revenues Over/(Under) Expenditures</i>	-	<i>27,140,834</i>		<i>28,671,186</i>	

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	<u>FY2020</u> <u>Budget</u>	<u>YTD</u> <u>Rev/Exp as</u> <u>of 2/29/2020</u>	<u>% of</u> <u>Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
<i>Road &amp; Bridge Funds - Revenues</i>					
ROAD & BRIDGE PCT. 1	1,329,500	1,059,176	79.67%	1,001,013	5.81%
ROAD & BRIDGE PCT. 2	1,339,000	1,028,972	76.85%	990,914	3.84%
ROAD & BRIDGE PCT. 3	2,124,283	1,183,131	55.70%	1,241,914	-4.73%
ROAD & BRIDGE PCT. 4	1,329,000	1,028,208	77.37%	985,841	4.30%
	<b>6,121,783</b>	<b>4,299,488</b>	<b>70.23%</b>	<b>4,219,681</b>	<b>1.89%</b>
<i>Road &amp; Bridge Funds - Expenditures</i>					
ROAD & BRIDGE PCT. 1	1,329,500	445,271	33.49%	320,346	39.00%
ROAD & BRIDGE PCT. 2	1,339,000	469,324	35.05%	441,818	6.23%
ROAD & BRIDGE PCT. 3	2,124,283	546,919	25.75%	468,219	16.81%
ROAD & BRIDGE PCT. 4	1,329,000	416,796	31.36%	391,162	6.55%
	<b>6,121,783</b>	<b>1,878,310</b>	<b>30.68%</b>	<b>1,621,545</b>	<b>15.83%</b>
<i>Revenues Over/(Under) Expenditures</i>	-	<b>2,421,177</b>		<b>2,598,136</b>	

<i>Farm to Market Funds - Revenues</i>					
FARM TO MARKET 1	1,755,086	1,279,875	72.92%	1,249,296	2.45%
FARM TO MARKET 2	1,422,529	1,267,156	89.08%	1,136,093	11.54%
FARM TO MARKET 3	1,676,529	1,285,402	76.67%	1,144,200	12.34%
FARM TO MARKET 4	1,917,529	1,289,497	67.25%	1,321,827	-2.45%
	<b>6,771,673</b>	<b>5,121,929</b>	<b>75.64%</b>	<b>4,851,417</b>	<b>5.58%</b>
<i>Farm to Market Funds - Expenditures</i>					
FARM TO MARKET 1	1,755,086	229,554	13.08%	145,153	58.15%
FARM TO MARKET 2	1,422,529	405,041	28.47%	292,523	38.46%
FARM TO MARKET 3	1,676,529	472,668	28.19%	279,438	69.15%
FARM TO MARKET 4	1,917,529	434,017	22.63%	132,086	228.59%
	<b>6,771,673</b>	<b>1,541,280</b>	<b>22.76%</b>	<b>849,201</b>	<b>81.50%</b>
<i>Revenues Over/(Under) Expenditures</i>	-	<b>3,580,650</b>		<b>4,002,216</b>	

<i>Interest &amp; Sinking Funds - Revenues</i>					
INTEREST & SINKING SERIES 2002	-	-	N/A	18,043	-100.00%
SERIES 16 INTEREST & SINKING	8,590,363	4,679,084	54.47%	4,097,581	14.19%
	<b>8,590,363</b>	<b>4,679,084</b>	<b>54.47%</b>	<b>4,115,623</b>	<b>13.69%</b>
<i>Interest &amp; Sinking Funds - Expenditures</i>					
INTEREST & SINKING SERIES 2002	-	11,583	N/A	-	N/A
SERIES 16 INTEREST & SINKING	8,590,363	2,794,369	32.53%	2,756,169	1.39%
	<b>8,590,363</b>	<b>2,805,952</b>	<b>32.66%</b>	<b>2,756,169</b>	<b>1.81%</b>
<i>Revenues Over/(Under) Expenditures</i>	-	<b>1,873,132</b>		<b>1,359,454</b>	

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<i>Special Revenue Funds - Revenues</i>					
LATERAL ROADS	60,000	60,396	100.66%	60,418	-0.04%
COUNTY & DISTRICT COURT TECH	3,500	1,495	42.72%	2,051	-27.10%
JUSTICE COURT TECHNOLOGY	19,000	10,869	57.21%	13,158	-17.39%
DC ARCHIVES RECORDS MANAGEMENT	10,500	5,525	52.62%	5,727	-3.52%
JURY	156,400	107,917	69.00%	142,310	-24.17%
LAW LIBRARY	222,654	43,926	19.73%	49,220	-10.76%
RECORDS MANAGEMENT	399,000	180,165	45.15%	151,084	19.25%
CC ARCHIVES RECORDS MANAGEMENT	370,000	185,082	50.02%	162,973	13.57%
FIRE MARSHAL SPECIAL FUND	56,500	18,050	31.95%	13,658	32.15%
DISTRICT COURTS RECORDS TECH	21,000	10,453	49.77%	10,395	0.56%
DA CHECK PROCESSING	45,035	2,344	5.20%	3,680	-36.30%
DA DRUG FORFEITURE	66,000	9,061	13.73%	35,731	-74.64%
GENERAL RECORDS MGMT/PRESERVAT	62,000	31,852	51.37%	32,784	-2.84%
COURTHOUSE SECURITY	155,700	36,782	23.62%	35,920	2.40%
COURT REC. PRESERVATION	10,000	4,710	47.10%	6,130	-23.16%
ELECTION ADMIN FEES	13,000	3,573	27.48%	12,638	-71.73%
SHERIFF FEDERAL FORFEITURE	44,729	17,327	38.74%	10,011	73.07%
SHERIFF SEIZURE	1,600	2,218	138.63%	3,052	-27.32%
SHERIFF FORFEITURE	800	52,318	6539.81%	21,930	138.57%
DA DRUG SEIZURE	1,200	4,152	346.04%	44,418	-90.65%
CONSTABLE 2 FORFEITURE	170	1	0.51%	1	-35.82%
CONSTABLE 1 FORFEITURE	180	-	0.00%	-	N/A
TRUANCY & PREVENTION	46,000	1,402	3.05%	-	N/A
	<b>1,764,968</b>	<b>789,618</b>	<b>44.74%</b>	<b>817,288</b>	<b>-3.39%</b>
<i>Special Revenue Funds - Expenditures</i>					
LATERAL ROADS	60,000	-	0.00%	-	N/A
COUNTY & DISTRICT CT TECH	3,500	-	0.00%	-	N/A
JUSTICE COURT TECHNOLOGY	19,000	-	0.00%	-	N/A
DC ARCHIVES RECORDS MANAGEMENT	10,500	-	0.00%	-	N/A
JURY	156,400	84,921	54.30%	54,267	56.49%
LAW LIBRARY	222,654	94,858	42.60%	68,202	39.08%
RECORDS MANAGEMENT	399,000	42,248	10.59%	62,661	-32.58%
CC ARCHIVES RECORDS MANAGEMENT	370,000	-	0.00%	586,918	-100.00%
FIRE MARSHAL SPECIAL FUND	56,500	5,251	9.29%	9,765	-46.23%
DISTRICT COURTS RECORDS TECH	21,000	-	0.00%	-	N/A
DA CHECK PROCESSING	45,035	8,278	18.38%	16,062	-48.46%
DA DRUG FORFEITURE	66,000	15,123	22.91%	54,756	-72.38%
GENERAL RECORDS MGMT/PRESERVAT	62,000	-	0.00%	-	N/A
COURTHOUSE SECURITY	155,700	-	0.00%	-	N/A
COURT REC. PRESERVATION	10,000	-	0.00%	-	N/A
ELECTION ADMIN FEES	13,000	11,608	89.30%	1,043,550	-98.89%
SHERIFF FEDERAL FORFEITURE	44,729	29,862	66.76%	5,332	460.03%
SHERIFF SEIZURE	1,600	-	0.00%	-	N/A
SHERIFF FORFEITURE	800	152	18.95%	-	N/A
DA DRUG SEIZURE	1,200	32,575	2714.62%	135,550	-75.97%
CONSTABLE 2 FORFEITURE	170	-	0.00%	-	N/A
CONSTABLE 1 FORFEITURE	180	-	0.00%	-	N/A
TRUANCY & PREVENTION	46,000	-	0.00%	-	N/A
	<b>1,764,968</b>	<b>324,876</b>	<b>18.41%</b>	<b>2,037,062</b>	<b>-84.05%</b>
<i>Revenues Over/(Under) Expenditures</i>	-	<b>464,742</b>		<b>(1,219,774)</b>	

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<i>Capital Projects Funds - Revenues</i>					
ROAD IMPROVEMENT FUND	296,000	288,663	97.52%	279,633	3.23%
PERMANENT IMPROVEMENT	2,096,325	2,010,251	95.89%	643,225	212.53%
ROW AVAILABLE	313,455	4,847	1.55%	1,272	281.06%
RIGHT OF WAY 2008	-	-	N/A	23,571	-100.00%
ROAD DISTRICT 1	1,238,918	9,719	0.78%	12,620	-22.99%
ROAD DISTRICT 5	69,582	547	0.79%	710	-22.99%
ROAD DISTRICT 16	191,716	1,507	0.79%	1,956	-22.99%
SERIES 19 BOND PROJECT	5,250,000	38,884	0.74%	-	N/A
	<b>9,455,996</b>	<b>2,354,418</b>	<b>24.90%</b>	<b>962,988</b>	<b>144.49%</b>
<i>Capital Projects Funds - Expenditures</i>					
ROAD IMPROVEMENT FUND	296,000	-	0.00%	-	N/A
PERMANENT IMPROVEMENT	2,096,325	1,840	0.09%	25,348	-92.74%
ROW AVAILABLE	313,455	-	0.00%	-	N/A
RIGHT OF WAY 2008	-	2,850	N/A	-	N/A
ROAD DISTRICT 1	1,238,918	-	0.00%	-	N/A
ROAD DISTRICT 5	69,582	-	0.00%	-	N/A
ROAD DISTRICT 16	191,716	-	0.00%	-	N/A
SERIES 19 BOND PROJECT	5,250,000	-	0.00%	-	N/A
	<b>9,455,996</b>	<b>4,690</b>	<b>0.05%</b>	<b>25,348</b>	<b>-81.50%</b>
<i>Revenues Over/(Under) Expenditures</i>	-	<b>2,349,728</b>		<b>937,640</b>	

<i>Other Funds - Revenues</i>					
TRUST AND AGENCY FUND	-	3,060,308	N/A	615,412	397.28%
LEVEE 2	-	13,042	N/A	17,747	-26.51%
LEVEE 3	-	55,597	N/A	57,921	-4.01%
LEVEE 4	-	155	N/A	175	-11.44%
	-	<b>3,129,102</b>	<b>N/A</b>	<b>691,254</b>	<b>352.67%</b>
<i>Other Funds - Expenditures</i>					
TRUST AND AGENCY FUND	-	3,162,163	N/A	2,989,469	5.78%
LEVEE 2	-	50	N/A	100	-50.00%
LEVEE 3	-	54,015	N/A	-	N/A
LEVEE 4	-	-	N/A	-	N/A
	-	<b>3,216,228</b>	<b>N/A</b>	<b>2,989,569</b>	<b>7.58%</b>
<i>Revenues Over/(Under) Expenditures</i>	-	<b>(87,126)</b>		<b>(2,298,315)</b>	

<i>Summary</i>					
REVENUE SUMMARY	88,754,325	67,572,330	76.13%	59,924,920	12.76%
EXPENDITURE SUMMARY	88,754,325	29,829,192	33.61%	25,874,377	15.28%
<i>Revenues Over/(Under) Expenditures</i>	-	<b>37,743,138</b>		<b>34,050,543</b>	

F2



**Ellis County Treasurer**

**Cheryl Chambers**  
109 S Jackson Street  
Waxahachie TX 75165  
Phone: (972) 825-5127

**Official Receipt**

Receipt Number:  
R2019-02520

Receipt Date

11/13/2019

Received From: ELLIS COUNTY RB1 - STINSON

Comments: 11/04/19 FM1 INTERLOCAL AGREEMENT: CITY OF PECAN HILL

Description	Account #	Amount
DEPOSIT TOTAL		\$93.00
INTERLOCAL AGREEMENTS	009-0602-400080	93.00
	Check 53032	\$93.00
	<b>Total Amount</b>	\$93.00
	<b>Total paid</b>	\$93.00
	<b>Change</b>	\$0.00

Issued By: LHartley *LH* Batch: B11132019-00197



**Ellis County Treasurer**  
 Cheryl Chambers  
 109 S Jackson Street  
 Waxahachie TX 75165  
 Phone: (972) 825-5127

**Official Receipt**

Receipt Number:  
R2020-00043

Receipt Date  
01/07/2020

Received From: ELLIS COUNTY RB1 - STINSON

Comments: 12/17/19 FM1 INTERLOCAL AGREEMENT: CITY OF PECAN HILL

**COPY**

Description	Account #	Amount
DEPOSIT TOTAL		\$1,191.20
INTERLOCAL AGREEMENTS	009-0602-400080	1191.20

Check 53051	\$1,191.20	<b>Total Amount</b>	\$1,191.20
		<b>Total paid</b>	\$1,191.20
		<b>Change</b>	\$0.00

Issued By: LHartley *LH* Batch: B01072020-00005



**Ellis County Treasurer**

**Cheryl Chambers**  
109 S Jackson Street  
Waxahachie TX 75165  
Phone: (972) 825-5127

**Official Receipt**

**Receipt Number:**  
R2020-00581

**Receipt Date**

03/03/2020

**Received From:** ELLIS COUNTY RB1 - STINSON

**Comments:** 2/25/2020 FM1 INTERLOCAL AGREEMENT: CITY OF PECAN HILL



Description	Account #	Amount
DEPOSIT TOTAL		\$422.00
INTERLOCAL AGREEMENTS	009-0602-400080	422.00

<b>Check 53086</b>	\$422.00	<b>Total Amount</b>	\$422.00
		<b>Total paid</b>	\$422.00
		<b>Change</b>	\$0.00

**Issued By:** LHartley *lh* **Batch:** B03032020-00043



**Ellis County Treasurer**

Cheryl Chambers  
109 S Jackson Street  
Waxahachie TX 75165  
Phone: (972) 825-5127

**Official Receipt**

Receipt Number:  
R2020-00346

Receipt Date

02/06/2020

Received From: ELLIS COUNTY RB1 - STINSON

Comments: 1/21/2020 FM1 INTERLOCAL AGREEMENT: CITY OF GARRETT

COPY

Description	Account #	Amount
DEPOSIT TOTAL		\$1,825.16
INTERLOCAL AGREEMENTS	009-0602-400080	1825.16

Check 17495	\$1,825.16	<b>Total Amount</b>	\$1,825.16
		<b>Total paid</b>	\$1,825.16
		<b>Change</b>	\$0.00

Issued By: LHartley  Batch: B02062020-00026

F3



**Ellis County Treasurer**  
Cheryl Chambers  
109 S Jackson Street  
Waxahachie TX 75165  
Phone: (972) 825-5127

**Official Receipt**

Receipt Number:  
R2020-00487

Receipt Date

02/21/2020

Received From: ELLIS COUNTY RB3 - PERRY

Comments: 2/20/20 FM3 INTERLOCAL AGREEMENT: CITY OF ITALY

**EX. COPY**

Description	Account #	Amount
DEPOSIT TOTAL		\$12,935.00
INTERLOCAL AGREEMENTS	011-0704-400080	12935.00

Check 012657      \$12,935.00

<b>Total Amount</b>	\$12,935.00
<b>Total paid</b>	\$12,935.00
<b>Change</b>	\$0.00

Issued By: LHartley *HL* Batch: B02212020-00036

F4



**Ellis County Treasurer**

Cheryl Chambers  
109 S Jackson Street  
Waxahachie TX 75165  
Phone: (972) 825-5127

**Official Receipt**

Receipt Number:  
R2019-02320

Receipt Date

10/23/2019

Received From: ELLIS COUNTY RB4 - BUTLER

Comments: 10/10/19 FM4 INTERLOCAL AGREEMENT: CITY OF OAK LEAF

COPY

Description	Account #	Amount
DEPOSIT TOTAL		\$750.00
INTERLOCAL REVENUE	012-0755-400080	750.00

Check 2376	\$750.00	<b>Total Amount</b>	\$750.00
		<b>Total paid</b>	\$750.00
		<b>Change</b>	\$0.00

Issued By: LHartley  Batch: B10232019-00183



**Ellis County Treasurer**  
 Cheryl Chambers  
 109 S Jackson Street  
 Waxahachie TX 75165  
 Phone: (972) 825-5127

**Official Receipt**

Receipt Number:  
R2019-02414

Receipt Date

11/01/2019

Received From: ELLIS COUNTY RB4 - BUTLER

Comments: 10/22/19 FM4 INTERLOCAL AGREEMENT: CITY OF OAK LEAF

COPY

Description	Account #	Amount
DEPOSIT TOTAL		\$4,380.00
INTERLOCAL REVENUE	012-0755-400080	4380.00

Check 2388	\$4,380.00	<b>Total Amount</b>	\$4,380.00
		<b>Total paid</b>	\$4,380.00
		<b>Change</b>	\$0.00

Issued By: LHartley Batch: B11012019-00190



**Ellis County Treasurer**

**Cheryl Chambers**  
109 S Jackson Street  
Waxahachie TX 75165  
Phone: (972) 825-5127

**Official Receipt**

Receipt Number:  
R2020-00660

Receipt Date

03/11/2020

Received From: ELLIS COUNTY RB4 - BUTLER

Comments: 3/11/2020 FM4 INTERLOCAL AGREEMENT: CITY OF OAK LEAF



**COPY**

Description	Account #	Amount
DEPOSIT TOTAL		\$750.00
INTERLOCAL REVENUE	012-0755-400080	750.00

Check 2498

\$750.00

**Total Amount**

\$750.00

**Total paid**

\$750.00

**Change**

\$0.00

Issued By: LHartley  Batch: B03112020-00049



**Ellis County Treasurer**

Cheryl Chambers  
109 S Jackson Street  
Waxahachie TX 75165  
Phone: (972) 825-5127

**Official Receipt**

Receipt Number:  
R2019-02906

Receipt Date

12/31/2019

Received From: ELLIS COUNTY RB4 - BUTLER

Comments: 12/13/19 FM4 INTERLOCAL AGREEMENT: CITY OF WAXAHACHIE

Description	Account #	Amount
DEPOSIT TOTAL		\$9,698.00
INTERLOCAL REVENUE	012-0755-400080	9698.00

Check 253916	\$9,698.00	Total Amount	\$9,698.00
		Total paid	\$9,698.00
		Change	\$0.00

Issued By: LHartley *LH* Batch: B12312019-00019

F5



**Ellis County Treasurer**

**Cheryl Chambers**  
109 S Jackson Street  
Waxahachie TX 75165  
Phone: (972) 825-5127

**Official Receipt**

Receipt Number:  
R2020-00584

Receipt Date

03/03/2020

**Received From:** ELLIS COUNTY RB2 - GRAYSON

**Comments:** 2/19/2020 RB2 INTERLOCAL AGREEMENT - CITY OF ALMA



Description	Account #	Amount
DEPOSIT TOTAL		\$12,000.00
INTERLOCAL AGREEMENTS	004-0652-400080	12000.00

Check 3912	\$12,000.00	<b>Total Amount</b>	\$12,000.00
		<b>Total paid</b>	\$12,000.00
		<b>Change</b>	\$0.00

**Issued By:** LHartley  **Batch:** B03032020-00043

FL

ELLIS COUNTY  
COLLECTION SUMMARY FOR CASE TYPE: ALL  
FROM 02/01/20 THRU 02/29/20  
OFFICER: ALL  
COURT: ALL  
COUNTY: ALL  
PAYMENT TYPE: ALL

COLLECTIONS FOR CSCD

1	PROBATION FEES	127,425.84
18	URINALYSIS	6,861.50
20	BOND FEE	2,450.00
25	PRE-TRIAL INTERVENTION	1,800.00
CF	CIVIL FEE	120.00
ID	ID CARD	10.00
TFIN	TRANSFER IN	865.00
TFOT	TRANSFER OUT	4,059.92
		<u>143,592.26</u>

COLLECTIONS FOR OTHERS

11	RESTITUTION REFUND	9.00
16	COLLECTION FEE	866.00
17	PRE-TRIAL ATTORNEY	2,350.00
21	DA FORGERY FEE	75.00
22	FAMILY VIOLENCE	94.00
23	CHILDRENS ADVOCACY	50.00
4	COURT COST	10,827.00
6	ATTORNEY	11,280.31
7	FINE	39,857.53
9	SEX OFFENDER PROGRAM FUND	235.50
CS	CRIMESTOPPER	4,560.99
		<u>70,205.33</u>

COLLECTIONS FOR VICTIMS

5	RESTITUTION	36,389.43
		<u>36,389.43</u>

COLLECTIONS FOR COURT

GRAND TOTAL COLLECTIONS 250,187.02



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

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

**CONSENT AGENDA ITEM F7**  
 Ellis County Commissioners' Court  
 March 24, 2020

**LEGAL CAPTION:**

Approve the Department of Development's (DoD) monthly financial report for February 2020, as required by Chapter 114.044 of the Texas Local Government Code.

**HISTORY:**

The County Auditor requested all departments that receive monies to submit a monthly financial report for approval to the Commissioners' Court as a requirement per Texas Local Government Code, Chapter 114.044. This report satisfies this requirement. Below is a summary of revenues & expenditures for February 2020.

**REVENUES**

001-0000-20250	TCEQ Line Item	\$ 470.00
001-0060-40058	PWA (Permits)	\$13,975.00
001-0060-40072	Plat (Subdivisions)	\$ 2,769.00
001-0060-40094	Septic Tank Fees	\$22,180.00
001-0060-40608	Misc. Fees	\$ 200.00
<u>001-0921-40626</u>	<u>Recording Fees</u>	<u>\$ 1,317.00</u>
<b>TOTAL REVENUES</b>		<b>\$40,911.00</b>

**EXPENDITURES**

First Net	\$ 286.26
FirstChoice	\$ 14.43
AT&T Mobility	\$ 37.99
TEEX	\$ 540.00
TOWA Conference	\$ 135.00
EventBrite (Texas Legislative Summit)	\$ 80.00
LexisNexis	\$ 30.00
BambooHR	\$ 1,069.20
Pearman	\$ 531.14
Luckies	\$ 102.00
ECSO	\$ 101.35
Texas DMS	\$ 34.00
Xerox	\$ 295.30
<b>TOTAL EXPENDITURES</b>	<b>\$3,256.67</b>

**SUBMITTED BY:**

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

78



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR

RECEIVED

MAR 13 2020

ELLIS COUNTY AUDITOR



JOHN BRIDGES, RTA, CTA, CSTA

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

March 13, 2020

Request for Approval of March 24, 2020  
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Nicolas Martinez	158297	\$4,247.06
Corelogic	221855	\$8,177.29
Corelogic	256546	\$7,150.12
Corelogic	170101	\$3,723.10
Homeloanserv	199751	\$4,392.53
Homeloanserv	236345	\$4,956.06
Homeloanserv	221887	\$4,831.37
Green Planet Servicing	241792	\$3,489.58
Wells Fargo Equipment Finance	234015	\$4,027.82
Misty Cox	176010	\$3,028.92
DFW Sonic Management Inc.	164018	\$3,138.57
Total refunds:		\$51,162.42

Rachel Conte Chief Deputy  
Tax Office

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

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

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

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

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

*Janet Stinson*  
*Reviewed by the County Auditor's Office 03/13/2020*



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

Phone No.: 972-825-5150

Fax No.: 972-825-5151

Print Date: 02/10/2020

**NICOLAS MARTINEZ**  
 1114 ANN DR  
 ENNIS, TX 75119

<b>Account Number</b> 158297
<b>Legal Description of the Property</b> I & W15 -2 139 O T ENNIS 0.172 ACRES  508 S KAUFMAN ST 75119
<b>OWNER:</b> MARTINEZ NICOLAS & OSCAR E MARTINEZ

**2019 OVERAGE AMOUNT \$4,247.06**

70- ELLIS COUNTY, 170- LTRD, 203- ENNIS TSD, 325- CITY OF ENNIS

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Nicolas Martinez</u>			
	Address: <u>1114 ANN DR</u>			
	City, State, Zip: <u>ENNIS TX 75119</u>			
	Daytime Phone No.: <u>972-849-0094</u>		E-Mail Address: <u>Martinez@wpd.com</u>	
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Nicolas Martinez</u>	<u>E-check</u>	<u>1-31-20</u>	<u>\$4,247.<sup>06</sup></u>
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			<b><u>\$4,247.<sup>06</sup></u></b>
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
	<u>Nicolas Martinez</u>		<u>2-11-20</u>	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

88880-112596682



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

JAN 08 2020 64

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

Print Date: 01/02/2020

**CORELOGIC**  
 3001 HACKBERRY  
 IRVING, TX 75063

<b>Account Number</b> 221855
<b>Legal Description of the Property</b> LOT 11 BLK H INDIAN HILLS PH VII .261 AC 213 NOCONA DR 75165
<b>OWNER:</b> LITTLE STEVEN

**2019 OVERAGE AMOUNT \$8,177.29**

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

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: CHASE			
	Address: 3001 Hackberry Rd			
	City, State, Zip: IRVING, TEXAS 75063			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.: 817 699-3160		E-Mail Address: noreply@corelogic.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	CHASE	490048670	12/26/19	8,177.29
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )				
SIGNATURE OF REQUESTOR (REQUIRED)			DATE	
Cherett Chase c/o Chase			1/23/20	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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



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

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

Print Date: 01/22/2020

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

<b>Account Number</b> 256546
<b>Legal Description of the Property</b> LOT 19 BLK 12 THE ROSEBUD SEC 3  1133 LUCETTA ST 76065  OWNER: CHARBA DAVID

**2018 OVERAGE AMOUNT \$7,150.12**

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

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: David Charba			
	Address: 1133 Lucetta Street			
	City: Midlothian, State: TX, Zip: 76065			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.:		E-Mail Address:	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Corelogic	60109257	12/13/18	\$7,150.12
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			<b>\$ 7,150.12</b>
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/>	I paid this account in error and this was a duplicate payment.		
	<input type="checkbox"/>			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
	<i>Shemika Holmes</i>		2/18/2020	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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



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

88850- 131 231 7590  
 JAN 08 2020 36

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

Print Date: 01/02/2020

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

<b>Account Number</b> 170101
<b>Legal Description of the Property</b> LOT 97 RED OAK CLUB ESTATES #2 0.371 AC 137 HIDDEN LN 75154
<b>OWNER: JOHNSON BRITTANY &amp; BRANDON MATHEWS</b>

**2019 OVERAGE AMOUNT \$3,723.10**

70: ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD, 372: CITY OF RED OAK

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Chase			
	Address: 3001 Hackberry Rd			
	City, State, Zip: Irving, Texas 75063			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.: 817 699-3100		E-Mail Address: kerice@corelogic.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Chase	490048670	12/11/19	3,723.10
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )				
SIGNATURE OF REQUESTOR (REQUIRED)			DATE	
Cherette Rene Clo Chase			1/23/20	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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



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

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

Print Date: 01/14/2020

**HOMELOANSERV**  
 P.O. BOX 7899  
 BOISE, ID 83707

RECEIVED  
 JAN 28 2020

IHF A

<b>Account Number</b> 199751
<b>Legal Description of the Property</b> 15 2 PARK PLACE EAST PH 1 808 SHORT LINE BLVD 76065
<b>OWNER:</b> LOPEZ EVELYN F & LOZADA ROBERTO J

2019 OVERAGE AMOUNT **\$4,392.53**

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

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>HomeLoan Serv</u>			
	Address: <u>PO BOX 7899</u>			
	City, State, Zip: <u>Boise ID 83707</u>			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.: <u>208-331-4709</u>		E-Mail Address: <u>chrisd@ihfa.org</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>HomeLoan Serv</u>	<u>3204142</u>	<u>12/31/19</u>	<u>4392.53</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			<u>4392.53</u>
	<b>Step 3. Provide reason for this refund.</b> Please check one of the following:			
<input type="checkbox"/> I paid this account in error and I am entitled to the refund.				
<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.				
<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF APPLICANT: <u>[Signature]</u>			DATE: <u>3/10/20</u>
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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



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

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

Print Date: 01/14/2020

**HOMELANSERV**  
 P.O. BOX 7899  
 BOISE, ID 83707

<b>Account Number</b> 236345
<b>Legal Description of the Property</b> LOT 7 BLK G MUSTANG CREEK PH 1 0.19 AC 213 PALOMINO DR 75165
<b>OWNER: MEDINA ROBERT &amp; WAUKESHA</b>

**2019 OVERAGE AMOUNT \$4,956.06**

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

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>HOMELANSERV</u>			
	Address: <u>PO BOX 7899</u>			
	City, State, Zip: <u>Boise ID 83707</u>			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.: <u>208-331-4709</u>		E-Mail Address: <u>chrisD@ihfa.org</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>HOMELANSERV</u>	<u>3204142</u>	<u>12/31/19</u>	<u>4956.06</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			<u>4956.06</u>
	<b>Step 3. Provide reason for this refund.</b> Please check one of the following: <input type="checkbox"/> I paid this account in error and I am entitled to the refund. <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF APPLICANT (OR AUTHORIZED REPRESENTATIVE)		DATE	
		<u>3/10/20</u>		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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



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

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

Print Date: 01/14/2020

**HOMELOANSERV**  
 P.O. BOX 7899  
 BOISE, ID 83707

<b>Account Number</b> 221887
<b>Legal Description of the Property</b> LOT 1 BLK E QUAIL RUN ESTS PH 1  100 CLOVERLEAF LN 75154
<b>OWNER: WATSON LAKEISHA L. &amp; FREDERICK D BURSEY</b>

**2019 OVERAGE AMOUNT \$4,831.37**

70: ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD, 372: CITY OF RED OAK

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <b>HOMELoanServ</b>			
	Address: <b>PO BOX 7899</b>			
	City, State, Zip: <b>Boise ID 83707</b>			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.: <b>208-331-4709</b>		E-Mail Address: <b>ChrisD@infa.org</b>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<b>HOMELoanServ</b>	<b>3204142</b>	<b>12/31/19</b>	<b>4831.37</b>
	TOTAL AMOUNT PAID (sum of the above amounts)			<b>4831.37</b>
	<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.			
Please check one of the following:				
<input type="checkbox"/> I paid this account in error and I am entitled to the refund.				
<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.				
<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.				
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )				
SIGNATURE OF REFUND APPLICANT (REQUIRED)			DATE	
			<b>3/10/20</b>	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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



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

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

Print Date: 02/19/2020

**GREEN PLANET SERVICING**  
 10 RESEARCH PARKWAY  
 WALLINGFORD, CT 06492

<b>Account Number</b> 241792
<b>Legal Description of the Property</b> LOT 1R-A FITZGERALD SUBD 2.302 AC  7899 SINGLETON RD 76065
<b>OWNER:</b> LOPEZ HILARIO ETAL

2019 OVERAGE AMOUNT **\$3,489.58**

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

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whom ever will be receiving the refund.	Who should the refund be issued to:				
	Name: Planet Home Lending				
	Address: 321 Research Parkway Suite 303				
	City, State, Zip: Meriden CT 06450				
Daytime Phone No.: 203-413-6180		E-Mail Address: wlawson@planethomelending.com			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid	
	Planet Home Lending	696718	12-4-2019	5549.32	
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>				
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:				
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.				
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.				
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE		
	Wanda Lawson <i>Wanda Lawson</i>		02-19-2020 2-19-2020		
<b>TAX OFFICE USE ONLY:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied    By: _____ Date: _____					

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



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

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

Print Date: 02/03/2020

**WELLS FARGO EQUIPMENT FINANCE**  
 10 S WACKER DR  
 CHICAGO, IL 60606

<b>Account Number</b> 234015
<b>Legal Description of the Property</b> LEASED EQUIPMENT, PERSONAL PROPERTY, CORP  LEASED EQUIPMENT
<b>OWNER:</b> WELLS FARGO VENDOR FINANCIAL SERVICES

**2019 OVERAGE AMOUNT \$4,027.82**

70: ELLIS COUNTY, 170: LTRD, 201: AVALON ISD, 203: ENNIS ISD, 205: FERRIS ISD, 207: ITALY ISD, 208: MIDLOTHIAN ISD, 210: PALMER ISD, 211: RED OAK ISD, 212: WAXAHACHIE ISD, 303: CITY OF ALMA, 309: CITY OF BARDWELL, 325: CITY OF ENNIS, 329: CITY OF FERRIS, 345: CITY OF ITALY, 354: CITY OF MIDLOTHIAN [Continued on next page].

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Wells Fargo Vendor Financial</u>			
	Address: <u>PO Box 36200</u>			
	City, State, Zip: <u>Billings MT 59107</u>			
	Daytime Phone No.: <u>406-831-4108</u>		E-Mail Address:	
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Wells Fargo</u>	<u>21194</u>	<u>1/23/20</u>	<u>40,528.41</u>
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			<u>40,528.41</u>
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
		<u>2/27/20</u>		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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



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

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

Print Date: 02/03/2020

**MISTY COX**  
 220 ETNA AVE  
 WAXAHACHIE, TX 75167-500

<b>Account Number</b> 176010
<b>Legal Description of the Property</b> LOT 17A BLK 3 TRINITY HEIGHTS-REV 0.1963 AC  126 CYNISCA ST 75165
OWNER: COX DAVID & MISTY

2619-OVERAGE AMOUNT \$3,028.92

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

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <i>Misty Cox</i>			
	Address: <i>220 Etta Ave.</i>			
	City, State, Zip: <i>Waxahachie, TX 75165</i>			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.: <i>972-804-9463</i>		E-Mail Address: <i>CoxJmp@jbcglobal.net</i>	
	Payment made by: <i>Misty Cox</i> Check No. <i>Credit Card - Visa</i> Date Paid <i>1-29-20</i> Amount Paid <i>3028.92</i>			
	<i>+ 72.69 Convenience fee</i>			
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
SIGNATURE OF REQUESTOR (REQUIRED)		DATE		
<i>Misty Cox</i>		<i>2-14-2020</i>		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied    By: _____    Date: _____				

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

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

Print Date: 02/06/2020

**DFW SONIC MANAGEMENT INC**  
 6031 W I-20 STE 242  
 ARLINGTON, TX 76017

<b>Account Number</b> 164018
<b>Legal Description of the Property</b> LOT 29A BLK E HOLLYWOOD ADDN #2 .654 AC 201 E OVILLA RD 75154
<b>OWNER:</b> SDI 201 E OVILLA REAL ESTATE LTD LP

2019 OVERAGE AMOUNT **\$3,138.57**

70: ELLIS COUNTY, 170: UTRD, 211: RED OAK ISD

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**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whom ever will be receiving the refund.	Who should the refund be issued to:		
	Name: <u>DFW Sonic Management, Inc.</u>		
	Address: <u>6031 W. I-20, Ste 242</u>		
	City, State, Zip: <u>Arlington, TX 76017</u>		
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.: <u>817 561 5387</u>	E-Mail Address: <u>swilkinson@dfwsonic.com</u>	
	Payment made by:	Check No.	Date Paid
	<u>DFW Sonic Management</u>	<u>28873</u>	<u>1/30/20</u>
	<u>* For multiple accounts *</u>		
	TOTAL AMOUNT PAID (sum of the above amounts)		
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:		
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):		
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)		
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE
	<u>[Signature]</u>		<u>3/6/20</u>
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____			

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

5YEC 158297

Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
3223182	01/01/9999	0	BALANCING REC	CH	\$22.63	\$22.63	158297		JAKUBIK STEAVY
3223182	01/01/9999	0	BALANCING REC	CH	\$134.89	\$134.89	158297		JAKUBIK STEAVY
207SYEC	01/31/2020	43658731	CC002896837	EC	\$4,247.06	\$4,247.06	LG 158297		28204655-NICOLAS



REMITTANCE Detail

Summary Query

Summ

No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement
YC0001	256546				
Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Account No.
12/31/2019	42514042	960768283	CH	\$6,228,027.45	256546
12/31/2018	39626125	950185493	CH	\$6,160,703.61	256546
			PA	\$7,953.61	25442644-COREI
			LG	\$7,150.12	25442644-COREI

Applied Amount	Transaction Type	Account No.	Payer
\$7,953.61	PA	256546	25442644-COREI
\$7,150.12	LG	256546	25442644-COREI

Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement	
170101									
Receipt Date	Receipt Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer	
01/01/9999	0	BALANCING REC	CH	\$661.65	\$661.65	170101	170101	WHITE JASON & LI	
01/01/9999	0	BALANCING REC	CH	\$23.81	\$23.81	170101	170101	WHITE JASON & LI	
01/01/9999	0	BALANCING REC	CH	\$150.44	\$150.44	170101	170101	WHITE JASON & LI	
01/01/9999	0	BALANCING REC	CH	\$377.13	\$377.13	170101	170101	WHITE JASON & LI	
12/31/2019	42514004	960768238	CH	\$1,220,524.43	\$3,723.10	LG	170101	25442644-CORELC	

DATE  
12/22/2019

ACTELLIS

Deposit **REMITTANCE** Detail

Binary Query

Account No. 199751 | Remit Seq No. | Check No. | Payment Amount | Payment Agreement

Receipt Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payee
103223182	01/01/9999	0	BALANCING REC	CH	\$233.75	\$233.75	199751	199751	WHITE RANDY E
103223182	01/01/9999	0	BALANCING REC	CH	\$178.91	\$178.91	199751	199751	WHITE RANDY E
103223182	01/01/9999	0	BALANCING REC	CH	\$40.05	\$40.05	199751	199751	WHITE RANDY E
103223182	01/01/9999	0	BALANCING REC	CH	\$1,127.65	\$1,127.65	199751	199751	WHITE RANDY E
103223182	01/01/9999	0	BALANCING REC	CH	\$247.28	\$247.28	199751	199751	WHITE RANDY E
00113MG3	12/31/2019	42831174	3204142	CH	\$24,179.03	\$4,392.53	LG	199751	25905401-HOME

Sum

DNTE  
22 v1.90

03/13/2020 1  
ACTELLIS

Deposit **REMITTANCE** Detail

Summary Query

Account No.	Check No.	Payment Amount	Payment Agreement	Sum
236345				
Receipt Date	Remit Seq No.	Check No.	Payment Amount	Payment Agreement
12/31/2019	42831174	3204142		
Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Amount
200113MG3	12/31/2019	42831174	3204142	
Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.
CH	\$24,179.03	\$4,956.06	LG	236345
Applied Amount	Transaction Type	Account No.	Payment Agreement	Sum
\$4,956.06	LG	236345		





Status

Notes

Go To:

ACCOUNT NO (234015): 2006 APPORTIONED ACCOUNT

03/13/2020 13  
ACTELLIS

Deposit REMITTANCE Detail

Summary Query

No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Amount	Payment Agreement	Summary
01KD3	234015						
Receipt Deposit No.	Receipt Date	Remit Seq No.	Check No.	Applied Amount	Transaction Type	Account No.	Payer
00131KD3	01/31/2020	43441555	21194	\$4,027.82	LG	234015	26208390-WELL
				\$40,528.41	CH		

Status

Notes

Go To:

DATE  
v1.90

03/13/2020 13:  
ACTELLIS

Account No. 176010

REMITTANCE

Detail

Primary Query

Summ

Account No. 176010

Remit Seq No.

Check No.

Payment Amount

Payment Agreement

Receipt Deposit No. Receipt Date Remit Seq No. Check No. Payment Payment Type Applied Transaction Amount Type Account No. Payer

Receipt Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Payment Type	Applied Transaction Amount	Transaction Type	Account No.	Payer
03223182	01/01/9999	0		BALANCING REC CH	\$27.94		176010	FORSTE JYE LYN
03223182	01/01/9999	0		BALANCING REC CH	\$20.01		176010	FORSTE JYE LYN
03223182	01/01/9999	0		BALANCING REC CH	\$752.79		176010	FORSTE JYE LYN
03223182	01/01/9999	0		BALANCING REC CH	\$408.60		176010	FORSTE JYE LYN
03223182	01/01/9999	0		BALANCING REC CH	\$175.09		176010	FORSTE JYE LYN
0130DH	01/30/2020	43388707		CH	\$32,742.17	PA	176010	20796063-TURB
0131SYCC	01/29/2020	43405336	CC002853374	CR	\$3,028.92	LG	176010	28089091-MISTY

JTE  
v1.90

03/13/2020 13:  
ACTELLIS

REMITTANCE Detail

Summary Query

Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement			
C 164018							
Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Transaction Type	Account No.	Payer
03223182	01/01/9999	0	BALANCING REC	CH	\$457.40	164018	BARRETT-SCULL
03223182	01/01/9999	0	BALANCING REC	CH	\$84.38	164018	BARRETT-SCULL
03223182	01/01/9999	0	BALANCING REC	CH	\$14.16	164018	BARRETT-SCULL
05JC	01/31/2020	43606060	028873	CH	\$10,190.32	164018	23751547-DFW S
					\$3,138.57	LG	

Summ









F13

**RECEIVED**  
MAR 17 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 State Funding	-4035.80
<b>TOTAL:</b>		<u>9-4,035.80</u>

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508000	Chapter 19 Expenses	4035.80
<b>TOTAL:</b>		<u>5 4,035.80</u>

3-16-20

Electronics

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:

F14

RECEIVED  
MAR 12 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
006-0000-303020	Less: Fund Budgeted	\$ 135,000.00
	<b>TOTAL:</b>	\$ 135,000.00

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
006-0754-508020	Purchase of Equipment	\$ 135,000.00
	<b>TOTAL:</b>	\$ 135,000.00

*[Signature]*  
Signature

03/12/2020  
Date

R&B Pct. 4  
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: *[Signature]*

## RESOLUTION FOR PROPERTY TAX RELIEF

WHEREAS, the coronavirus COVID-19 has been recognized globally as a dangerous contagious respiratory virus; and

WHEREAS, President Trump has declared a national emergency to combat the COVID-19 pandemic; and

WHEREAS, Governor Abbott has declared a public health disaster in Texas to battle the outbreak and spread of COVID-19 throughout our state; and

WHEREAS, financial markets throughout the world have plummeted and established record economic losses in the trillions of dollars; and

WHEREAS, dramatic emergency efforts to contain COVID-19 throughout the United States and Texas, as well as internationally have resulted in a significant downward spiral of business, trade, and commerce in numerous segments of our economy; and

WHEREAS, oil and gas prices have declined to some of the lowest prices in recent history, thereby creating further economic downturn to our Texas economy; and

WHEREAS, small, medium, and large size businesses throughout Ellis County, regionally, and nationally are contemplating business closures, have been forced to close or limit operations, are significantly reducing expenses, postponing major purchases and capital outlays, and actively considering major layoffs of workers, reductions in staff, and salary cuts in reaction to the economic devastation fueled by the COVID-19; and

WHEREAS, under the totality of circumstances many residents possess justifiable fears concerning whether they will be able to pay their home mortgages, keep their jobs, and pay their bills; and

WHEREAS, our local tax appraisal valuations on homes, ranches, land, acreage, property, and commercial business buildings in Ellis County as determined on January 1, 2019 were significantly higher than in prior years; and

WHEREAS, governmental officials anticipate that such state-mandated local property tax valuations as determined on January 1, 2020 will set new record highs, with the average property valuation for taxation purposes in Ellis County exceeding a 10% increase (and in many instances substantially exceeding a 10% increase) over the same valuations set on January 1, 2019; and

WHEREAS, the actual fair market value of property in a true economic sense on the date of this Resolution, and for the foreseeable future is substantially less than tax appraisal valuations set on January 1, 2020; and

WHEREAS, the increased property tax burden resulting from the heightened property valuations will harshly impact and compound the financial hardship to the citizens, taxpayers, and property owners within the county; and

WHEREAS, the perfect storm of the COVID-19 pandemic, the dangerous downturn in the economy at all levels, and the alarmingly ill-timed record high property tax appraisal valuations collectively pose a danger to the health, welfare, and safety of the residents of Ellis County;

**NOW THEREFORE**, be it resolved that the Ellis County Commissioners Court hereby recommends, respectfully requests, strongly urges, and fully supports all state governmental officials, representatives, senators, and directors of the Ellis Appraisal District in taking immediate action to **FREEZE** all property tax appraisal valuations in Ellis County at levels set on January 1, 2019 and not in any way implement or utilize the significantly increased property tax appraisal valuations as determined on January 1, 2020; and

**FURTHER**, be it resolved that the Ellis County Commissioners Court hereby recommends, respectfully requests, strongly urges, and fully supports the Ellis County Judge in immediately working with stakeholders at all pertinent local, county, regional, and state levels for purposes of attempting to accomplish the preceding **FREEZE** resolution; and

**FURTHER**, be it resolved that the Ellis County Commissioners Court hereby recommends, respectfully requests, strongly urges, and fully supports the directors of the Ellis Appraisal District and the Chief Appraiser in taking immediate action to stop and withhold the mailing of over ten thousand written notices of current property tax valuations until April 30, 2020 so as to provide all such state governmental officials, representatives, senators, and directors of the Ellis Appraisal District with sufficient time to consider taking action in furtherance of this **FREEZE** resolution.

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

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

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

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

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

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

3.8



<b>"Subscriber" Name: Ellis County and District Attorney</b>
<b>Account Number: 10001DJUJ</b>
<b>"LN": LexisNexis, a division of RELX Inc.</b>

**1. Amendment**

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

**2. Certification**

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<b>18</b>
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2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

**3. Lexis Advance Product and Charges**

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
TX Enhanced with Full Federal	1011587	18
TX Practice Library	1010629	18
Legislative Outlook Gauge with Link	1512957	18

City and County Attorney Premium Library	1011966	18
Prosecutor Premium Library	1011969	18
Inter-Document Linking	1000690	18
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
5/1/20 - 4/30/21	\$629.00
5/1/21 - 4/30/22	\$648.00
5/1/22 - 4/30/23	\$668.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

**Subscriber elects access to the Alternate Materials**

\_\_\_\_\_  
(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 4/22/2020.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

**6. SUPPORT AND TRAINING**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

**7. Miscellaneous**

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

AGREED TO AND ACCEPTED BY:

<b>Subscriber: Ellis County and District Attorney</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b>
<b>Printed Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]
<b>Authorized Signature:</b>
<b>Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____

## Phase II (Small) MS4 Annual Report Form

**TPDES General Permit Number TXR040000**

### A. General Information

Authorization Number: TXR040124

Reporting Year (year will be either 1, 2, 3, 4, or 5): 1

Annual Reporting Year Option Selected by MS4:

Calendar Year:  \_\_\_\_\_

Permit Year: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_ Last day of fiscal year: (\_\_\_\_\_)

Reporting period beginning date: (month/date/year) 01/01/2019

Reporting period end date: (month/date/year) 12/31/2019

MS4 Operator Level: Phase II Name of MS4: Ellis County

Contact Name: Joseph Jackson Telephone Number: 972-825-5165

Mailing Address: 109 S. Jackson St. Waxahachie, TX 75165

E-mail Address: joseph.jackson@co.ellis.tx.us

A copy of the annual report was submitted to the TCEQ Region: YES  NO

Region the annual report was submitted to: TCEQ Region 4

### B. Status of Compliance with the MS4 GP and SWMP

- Provide information on the status of complying with permit conditions:  
(TXR040000 Part IV.B.2)

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	✓		
Permittee is currently in compliance with recordkeeping and reporting requirements.	✓		

Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.).	✓		
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2. Provide a general assessment of the appropriateness of the selected BMPs. You may use the table below to meet this requirement (**see Example 1 in instructions**):

<b>MCM(s)</b>	<b>BMP</b>	<b>BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)</b>
1A	Distribution of Educational Materials	Yes, stormwater pollution education was extended to the public at the Annual Emergency Preparedness Fair and handouts were available from at least two public departments throughout the entire year.
1B	Development of Educational Materials	Yes, developed/obtained material was provided to the public.
1C	Ellis County Emergency Preparedness Fair	Yes, we reached out to approximately 1000 citizens.
1D	Ellis County Website	Yes, the website was updated to include the 2018 annual report and 2019-2024 outfall map.
1E	Social Media	Yes, stormwater staff joined the emergency management Facebook. The page currently has 8,592 followers.
1F	Public Notice Requirements	Yes, the 2019 annual report was approved in Commissioners Court on March 24, 2020.
1G	Public Comment and Citizens Reports	Yes, the public comment period will begin on April 1, 2020 following approval by the Commissioners Court.

<b>MCM(s)</b>	<b>BMP</b>	<b>BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)</b>
2A	Outfall Map	Yes, the map was updated and posted on the Ellis County Website.
2B	Drainage System Monitoring	Yes, 20 outfalls were inspected. No issues were reported to the R&B Precincts following inspections this permit year.
2C	On-Site Sewage Facilities	Yes, 18 facilities were permitted in the MS4 jurisdiction during this term. 6 facilities in the MS4 jurisdiction received complaints. All complaints were inspected and corrected.
2D	Illegal Dumping	Yes, 67 complaints were received by the Fire Marshal's office in 2019. All case files are maintained by the Fire Marshal's office for legal reasons.
2E	NCTCOG Illegal Dumping Hotline	Yes, the report reflects the number of complaints sent to the County for investigation.
2F	Citizen Reports	Yes, 25 reports were received and responded to in this permit year.
2G	Storm Water Staff Training	Yes, storm water staff received online SWPPP training and attended the 2019 TFMA Fall Technical Conference.
3A	NOI File For Construction	Yes, 7 NOIs were received this permit year.

<b>MCM(s)</b>	<b>BMP</b>	<b>BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)</b>
3B	Voluntary Site Inspections	Yes, all subdivision construction activity was inspected this permit year.
3C	Subdivision Regulations	Yes, 100% of SWPPPs and NOIs were reviewed and filed.
3D	Site Plan Review	Yes, 100% of site plans, plats, and SWPPPS were reviewed.
3E	County Construction	Yes, but there were 0 County projects with >1 acre of disturbance this permit year.
3F	Storm Water Staff Training	Yes, storm water staff received online SWPPP training and attended the 2019 TFMA Fall Technical Conference.
3G	iSWM Design Manual	Yes, >5 brochures were issued during GAT meetings.
3H	Growth Assessment Team (GAT)	Yes, 207 GAT meetings were held in 2019.
3I	Citizen Reports	Yes, 25 reports were received and responded to in this permit year.

<b>MCM(s)</b>	<b>BMP</b>	<b>BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)</b>
4A	Pervious Drainage Systems	Yes, 5 sets of construction plans for subdivisions were approved with pervious drainage systems instead of curb and gutter systems.
4B	Texas Smartscape Promotion	Yes, the Texas Smartscape link is posted to the County website.
4C	Subdivision Regulations	Yes, 5 sets of construction plans for subdivisions were approved with detention/retention ponds to ensure post-developed runoff does not exceed pre-developed runoff.
4D	Operations and Maintenance	Yes, O&M reports for Precincts 1 & 2 were received and reviewed.
4E	Ellis County Floodplain Development Permit	Yes, 31 floodplain development permits were issued in 2019.
5A	Employee Training	Yes, training was conducted for Precinct 1 & 4 staff this permit term.
5B	County Operations Survey	Yes, 1 facilities and operations survey template was developed this permit term.
5C	Good Housekeeping BMPs	Yes, but 0 County facilities were constructed this permit term.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)
5D	Storm Water Facilities Inventory	Yes, updates to the 2010 culvert inventory were completed this permit term.
5E	Contractor Requirements and Oversight	Yes, at least 1 contract was approved in Commissioners Court in 2019.
5F	Disposal of Waste Material	Yes, all four precincts disposal of waste material process did not change this permit term.
5G	Pollutants of Concern	Yes, the Pollutants of Concern list remained unchanged from the 2018 term.

3. Describe progress towards reducing the discharge of pollutants to the maximum extent practicable. Summarize any information used (such as visual observation, amount of materials removed or prevented from entering the MS4, or, if required, monitoring data, etc.) to evaluate reductions in the discharge of pollutants. You may use the table below to meet this requirement (**see Example 2 in instructions**):

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
1A	Distribution of Educational Materials	Distribute educational material such as crosswords, word searches, and more	>500	Various materials	No, but provides education in helping to prevent pollution.
1B	Development of Educational Materials	Updated and obtained new material for distribution: bookmarks, coloring books, and more	>1	Various materials	No, but provides new education material in helping to prevent pollution.
1C	Ellis County Emergency Preparedness Fair	Attended the annual fair to interact with citizens	1	Fair	No, but provides educational insight to citizens and helps staff document in-person reports
1D	Ellis County Website	Uploaded SWMP & annual reports	2	Various materials	No, but provides data for citizens which helps to prevent pollution.
1E	Social Media	Used facebook to reach out to citizens	1	Account Created	No, but provides data for citizens which helps to prevent pollution.
1F	Public Notice Requirements	Annual report item placed on Commissioners Court agenda.	1	Court agenda	No, but provides information for citizens which helps to prevent pollution.

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
1G	Public Comment and Citizens Reports	Received public comment / citizens report	25	Reports	Yes, reports from citizens may help to prevent pollution.
2A	Outfall Map	Uploaded the 2019-2024 outfall map to the County Website	1	Map	No, but provides data for citizens which helps to prevent pollution.
2B	Drainage System Monitoring	Inspected MS4 outfalls	20	Outfalls	Yes, inspections ensure proper BMP implementation and help reduce pollutants.
2C	On-Site Sewage Facilities	Required permitting for new on-site sewage facilities	18	Septic permits in MS4 Jurisdiction	Yes, requiring permits for proper septic design and installation helps prevent illicit discharge.
2D	Illegal Dumping	The Fire Marshal's office kept records of illegal dumping	67	Illegal Dumping Cases	Yes, facilitating the clean-up of dumping complaints reduces pollution.
2E	NCTCOG Illegal Dumping Hotline	Receive a report from the NCTCOG staff	0	Report	No, but keeping documentation of the number of calls received helps County staff to gauge illegal

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
					dumping complaints.
2F	Citizen Reports	Received citizens reports	25	Reports	Yes, reports from citizens may help to prevent pollution.
2G	Storm Water Staff Training	Staff attended multiple storm water related training events.	2	Trainings	No, but continuing education is essential for personnel to improve and implement pollution reduction bmps.
3A	NOI File For Construction	Submitted NOIs are kept on file for all applicable construction activity	7	NOIs filed	No, but documentation will accommodate inspection procedure.
3B	Voluntary Site Inspections	The Department of Development conducted inspections on all subdivisions with civil plans.	7	Inspections	Yes, ensuring proper erosion control devices are installed prior to dirt work reduces pollution.
3C	Subdivision Regulations	Update the subdivision regulations to include SWPPP and NOI	N/A for this permit year per SWMP	N/A	N/A

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
		requirements prior to grading.			
3D	Site Plan Review	Reviewed all site plans, plats, & SWPPPs prior to construction	72 , 5	Site plans & plats, SWPPPs	No, but an error in the documents could potentially be a source pollution if not corrected prior to construction.
3E	County Construction	The County will comply with all TCEQ regs for construction activities > 1 acre.	0	County Construction Activities >1 acre	Yes, submitting an NOI and SWPPP for construction activities can demonstrate a direct reduction in pollution.
3F	Storm Water Staff Training	Staff attended multiple storm water related training events.	2	Trainings	No, but continuing education is essential for personnel to improve and implement pollution reduction bmps.
3G	iSWM Design Manual	Issued brochures recommending the use of iSWM guidelines	>5	Brochures	No, but provides data for developers which helps to prevent pollution.

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
3H	Growth Assessment Team (GAT)	Staff met with multiple developers in pre-development meetings.	207	GAT Meetings	No, but provides data for developers which helps to prevent pollution.
3I	Citizen Reports	Received citizens reports	25	Reports	Yes, reports from citizens may help to prevent pollution.
4A	Pervious Drainage Systems	Pervious drainage systems such as open channels are encouraged over curb/gutter systems	1	Drainage design manual	Yes, pervious systems allow natural filters from soil to remediate pollution more than curb/gutter systems.
4B	Texas Smartscape Promotion	Uploaded and maintained Texas Smartscape link on County website	1	Link	No, but provides data for citizens which helps to prevent pollution.
4C	Subdivision Regulations	Post-developed runoff shall not exceed pre-developed runoff	1	Drainage design manual	Yes, ensuring stormwater flow rates remain equal to pre-developed rates helps regulate pollution.

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
4D	Operations and Maintenance	Records of operation and maintenance of pervious drainage systems were kept by each R&B Precinct	2	Reports	Yes, cleaning silt from pervious drainage systems keeps the remediation properties of the ditches intact.
4E	Ellis County Floodplain Development Permit	Regulate and administer the County Floodplain Order by requiring permits	>5	Permits	Yes, applying FEMA floodplain regulations ensures a maintained flood carrying capacity and natural floodplain characteristics.
5A	Employee Training	Staff conducted storm water pollution training to R&B staff	2	Precinct trainings	No, but provides education for County staff which helps to prevent pollution when working on County facilities.
5B	County Operations Survey	Staff developed a facilities and operations survey template for future use in permit years 2-5	1	Survey template	Yes, proper maintenance of facilities directly reduces pollution from County facilities.

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
5C	Good Housekeeping BMPs	County projects use appropriate BMPs during significant construction projects	0	projects	Yes, utilizing BMPs during larger construction activities reduce pollution.
5D	Storm Water Facilities Inventory	Updated and maintained the 2010 inventory of culverts and roadways.	1	update	No, but the updated inventory assists staff for outfall and pervious drainage system inspections.
5E	Contractor Requirements and Oversight	Required contractors under contract with Ellis County to implement good housekeeping BMPs per the adopted SWMP	1	Commissioners Court Agenda Item	Yes, contractor compliance with the County SWMP helps reduce pollution.
5F	Disposal of Waste Material	The Ellis County Disposal of Waste Material is updated based on methods used by each R&B Precinct.	1	Document	No, but the document is used to ensure waste is disposed of properly.

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
5G	Pollutants of Concern	The Ellis County Pollutants of Concern List is updated annually.	1	List	No, but the list is used to ensure any pollutants in County possession are properly stored.

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions**):

<b>MCM(s)</b>	<b>Measurable Goal(s)</b>	<b>Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain.</b>
1A	500 handouts / materials	Met goal – distributed 300 materials at Emergency Preparedness Fair and 200 at the Department of Development and Engineering Department.
1B	1 new material	Exceeded Goal – Obtained 3 new materials from the EPA.
1C	1 fair per year	Met Goal – Attended the Emergency Preparedness Fair on September 21, 2020
1D	Upload SWMP & 2019 Annual Report	Met Goal- SWMP was uploaded to the website and the Annual Report is scheduled to be uploaded April 2020.
1E	Create social media account	Met Goal – Joined as an administrator on the Ellis County Emergency Management Facebook page. The page has 8,592 followers.
1F	Annual Report on Commissioners Court	Met Goal – The Court approved the report on March, 24, 2020

<b>MCM(s)</b>	<b>Measurable Goal(s)</b>	<b>Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain.</b>
1G	Upload Annual Report / Create social media	Met Goal: see 1D, 1E, & 1F
2A	Upload 1 updated outfall map to website	Met Goal: the 2019-2024 outfall map was uploaded to the website.
2B	Inspect 20 outfalls	Met Goal: 20 outfalls were inspected with picture documentation.
2C	Report 5 OSSF permits and 2 complaints	Exceeded Goal: 18 permits were approved, 6 complaints were received and addressed.
2D	Report 5 illegal dumping complaints	Exceeded Goal: 67 cases were opened and closed by the Fire Marshal's office.
2E	Review 1 report	Did Not Meet Goal: Staff reached out to NCTCOG but did not receive a report to review. Another attempt will be made in April 2020.
2F	Respond to 100% of reports	Met Goal: 25 reports were received via email/phone and 100% were responded to.
2G	2 trainings for 1 staff	Met Goal: 1 Staff received SWPPP Training and Floodplain Training.
3A	File 100% of NOIs received	Met Goal: 5 NOIs were received and filed this permit term.
3B	Inspect 5 new construction activities	Exceeded Goal: 7 new construction activities were inspected in 2019. Most activities were SFR subdivision infrastructure.
3C	N/A for Year 1	N/A for Year 1
3D	Review 100% of site plans, plats, and SWPPPs	Met Goal: 72 site plans / plats and 5 SWPPPs were reviewed

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain.
3E	Document and manage 100% of County construction projects >1acre	Met Goal / Did Not Meet Goal: There were not any County projects disturbing more than 1 acre in 2019.
3F	2 trainings for 1 staff	Met Goal: 1 Staff received SWPPP Training and Floodplain Training.
3G	5 iSWM brochures distributed in GAT meetings	Exceeded Goal: ~15 brochures were distributed
3H	Facilitate 3 meetings	Exceeded Goal: 207 meetings were held in the DOD conference room to discuss proposed development.
3I	Respond to 100% of reports	Met Goal: 25 reports were received via email/phone and 100% were responded to.
4A	1 drainage design manual	Met Goal: 1 drainage design manual has been adopted to recommend pervious drainage systems.
4B	Upload 1 link to website	Met Goal: 1 link was uploaded to the County website.
4C	1 drainage design manual	Met Goal: 1 drainage design manual has been adopted to require post-developed runoff not exceed pre-developed runoff.
4D	Review 2 reports from 2 Precincts	Met Goal: Received and reviewed reports from Precinct 1 & 2.
4E	Issue 5 permits	Exceeded Goal: Issued 31 floodplain permits in 2019.
5A	Conduct 1 seminar to 2 precincts	Met Goal: 1 seminar was conducted to Precinct 1 and Precinct 4 staff during routine ditch cleanings. (onsite field work)

<b>MCM(s)</b>	<b>Measurable Goal(s)</b>	<b>Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain.</b>
5B	Develop 1 survey template	Met Goal: 1 survey template was created for use in permit years 2-5.
5C	1 report as needed	Met Goal / Did Not Meet Goal: There were not any County projects disturbing more than 1 acre in 2019. No report was needed.
5D	Update 2010 inventory	Met Goal: The 2010 culvert inventory is currently being updated to reflect changes since 2010. The goal is to have the inventory completed by 2021.
5E	1 Commissioners Court agenda item	Met Goal: A contract for Bridge and Headwall Repair was approved in Court. The contractor will be required to implement BMPs during construction.
5F	Review and update 1 report	Met Goal: There are currently no revisions to the 2018 Disposal of Waste Material Report.
5G	1 pollutants of concern list	Met Goal: There were no revisions to the 2018 pollutants of concern list.

### **C. Stormwater Data Summary**

Provide a summary of all information used, including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.?

### **D. Impaired Waterbodies**

1. Identify whether an impaired water within the permitted area was added to the latest EPA-approved 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d). List any newly-identified impaired waters below by including the name of the water body and the cause of impairment.

**Not Applicable**

2. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern.

**Not Applicable**

3. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL.

**Not Applicable**

4. Report the benchmark identified by the MS4 and assessment activities:

Benchmark Parameter <i>(Ex: Total Suspended Solids)</i>	Benchmark Value	Description of additional sampling or other assessment activities	Year(s) conducted
<b>Not Applicable</b>			

5. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark:

Benchmark Parameter	Selected BMP	Contribution to achieving Benchmark
<b>Not Applicable</b>		

6. If applicable, report on focused BMPs to address impairment for bacteria:

Description of bacteria-focused BMP	Comments/Discussion
<b>Not Applicable</b>	

7. Assess the progress to determine BMP's effectiveness in achieving the benchmark.

For example, the MS4 may use the following benchmark indicators:

- number of sources identified or eliminated;
- number of illegal dumpings;
- increase in illegal dumping reported;
- number of educational opportunities conducted;
- reductions in sanitary sewer flows (SSOs); /or
- increase in illegal discharge detection through dry screening.

Benchmark Indicator	Description/Comments
<b>Not Applicable</b>	

### E. Stormwater Activities

Describe activities planned for the next reporting year:

MCM(s)	BMP	Stormwater Activity	Description/Comments
1E	Social Media	Promote County Storm Water website at least 2 times during 2020.	Year 1 – creating an account Year 2-5 – using the account
2B	Inspect 20 outfalls	Inspect more than 20 outfalls.	The goal for 2020 is to inspect 30 outfalls.

<b>MCM(s)</b>	<b>BMP</b>	<b>Stormwater Activity</b>	<b>Description / Comments</b>
2E	Review 1 report	Develop a better method of contact with the NCTCOG	Ensure a report is received for staff review.
3C	Subdivision Rules and Regulations	Add SWPPP and NOI language to the Drainage Design Manual	
5A	Conduct 1 seminar to 2 precincts	Conduct 1 seminar to Precinct 2 and Precinct 3 staff during routine ditch cleanings. (onsite field work)	Alternate from Precincts 1 and 4 to Precincts 2 and 3.

## **F. SWMP Modifications**

1. The SWMP and MCM implementation procedures are reviewed each year.

Yes  No

2. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.

Yes  No

If "Yes," report on changes made to measurable goals and BMPs:

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
<b>Not Applicable</b>		

**Note:** If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible, and why the replacement BMP is expected to achieve the goals of the original BMP.

3. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land, etc.).

### G. Additional BMPs for TMDLs and I-Plans

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans.

BMP	Description	Implementation Schedule (start date, etc.)	Status/Completion Date (completed, in progress, not started)
<b>Not Applicable</b>			

### H. Additional Information

1. Is the permittee relying on another entity to satisfy any permit obligations?

Yes  No

If "Yes," provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed).

Name and Explanation:

Name and Explanation:

Name and Explanation:

Name and Explanation:

2.a. Is the permittee part of a group sharing a SWMP with other entities?

Yes  No

2.b. If "yes," is this a system-wide annual report including information for all permittees?

Yes  No **Not Applicable**

If "Yes," list all associated authorization numbers, permittee names, and SWMP responsibilities of each member (add additional spaces or pages if needed):

Authorization Number: _____	Permittee: _____

## I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Large and Small Site Notices submitted by construction site operators):

0

2a. Does the permittee utilize the optional seventh MCM related to construction?

Yes  No

2b. If "yes," then provide the following information for this permit year:

The number of municipal construction activities authorized under this general permit	
The total number of acres disturbed for municipal construction projects	

**Note:** Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.

## J. Certification

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

Name (printed): Todd Little Title: County Judge

Signature: \_\_\_\_\_ Date: 03/24/2020

A3



March 17, 2020

Mr. Paul Perry, Commissioner  
Ellis County Precinct 3  
P.O. Box 396  
Italy, TX 76651

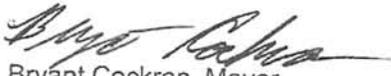
Dear Commissioner Perry,

The City of Italy held a City Council meeting on Monday, March 16, 2020. The City Council voted unanimously to accept the bid of \$96,480.00 to resurface portions of the following streets:

- |                      |        |
|----------------------|--------|
| 1. South Ward Street | 1460ft |
| 2. Derrs Chapel      | 1056ft |
| 3. Rosemond Lane     | 550ft  |
| 4. Wood Street       | 625ft  |
| 5. Weir Street       | 400ft  |
| 6. Water Street      | 300ft  |
| 7. Stroud Street     | 515ft  |
| 8. Poplar Street     | 370ft  |
| 9. Short Street      | 260ft  |
| 10. Price Street     | 235ft  |
| 11. Loyd Street      | 497ft  |
| 12. Clark Street     | 510ft  |
| 13. N. Sims Street   | 305ft  |

Thank you for your attention to this matter. If you have any questions or need additional information please contact Shawn Holden at 972-483-7329 ext. 102.

Sincerely,

  
Bryant Cockran, Mayor



**AGENDA ITEM NO. 1.1**  
Ellis County Commissioners' Court  
March 24, 2020



**SHORT TITLE:**

Replat of Lot 2R in Block A, Fleming Corner  
Parcel ID No. 192684 (2020 Parcel ID No. 276637)

**LEGAL CAPTION:**

**Consideration and action for Fleming Corner Lot 2R1 & 2R2 Block A, a replat of Lot 2R in Block A, Fleming Corner** subdividing the property into two (2) lots for residential use. The property contains a total of ± 4.998 acres of land, located on the northwest corner of Pierce Road and Pratt Road, in the extraterritorial jurisdiction (ETJ) of Red Oak, Road & Bridge Precinct No. 1.



**APPLICANT:**

Juan Bedolla



**PURPOSE:**

The applicant is requesting this replat to create an additional lot for residential use out of a previously platted approved lot.



**HISTORY:**

The Commissioners' Court approved the Fleming Corner Simplified Plat on June 14, 2010. The Commissioners' Court recently approved a replat of this property in two lots, Lot 1R and 2R, on June 18, 2019.



**OTHER RELEVANT INFORMATION:**

**Public Notice Information:**

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on February 14, 2020, and the Waxahachie Daily Light on February 15, March 1, and March 14, 2020.

To date, the department staff has not had any inquiries regarding this replat. All legal notification requirements have been met.

**Thoroughfare Plan:**

Sixty (60) feet of right-of-way has been dedicated along Pierce Road and Pratt Road, satisfying the County's current Master Thoroughfare Plan requirements.

**Water Provider:**

Rockett SUD



**Waterline Size:**

An existing 6-inch line along Pratt Rd will provide service to these lots.



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

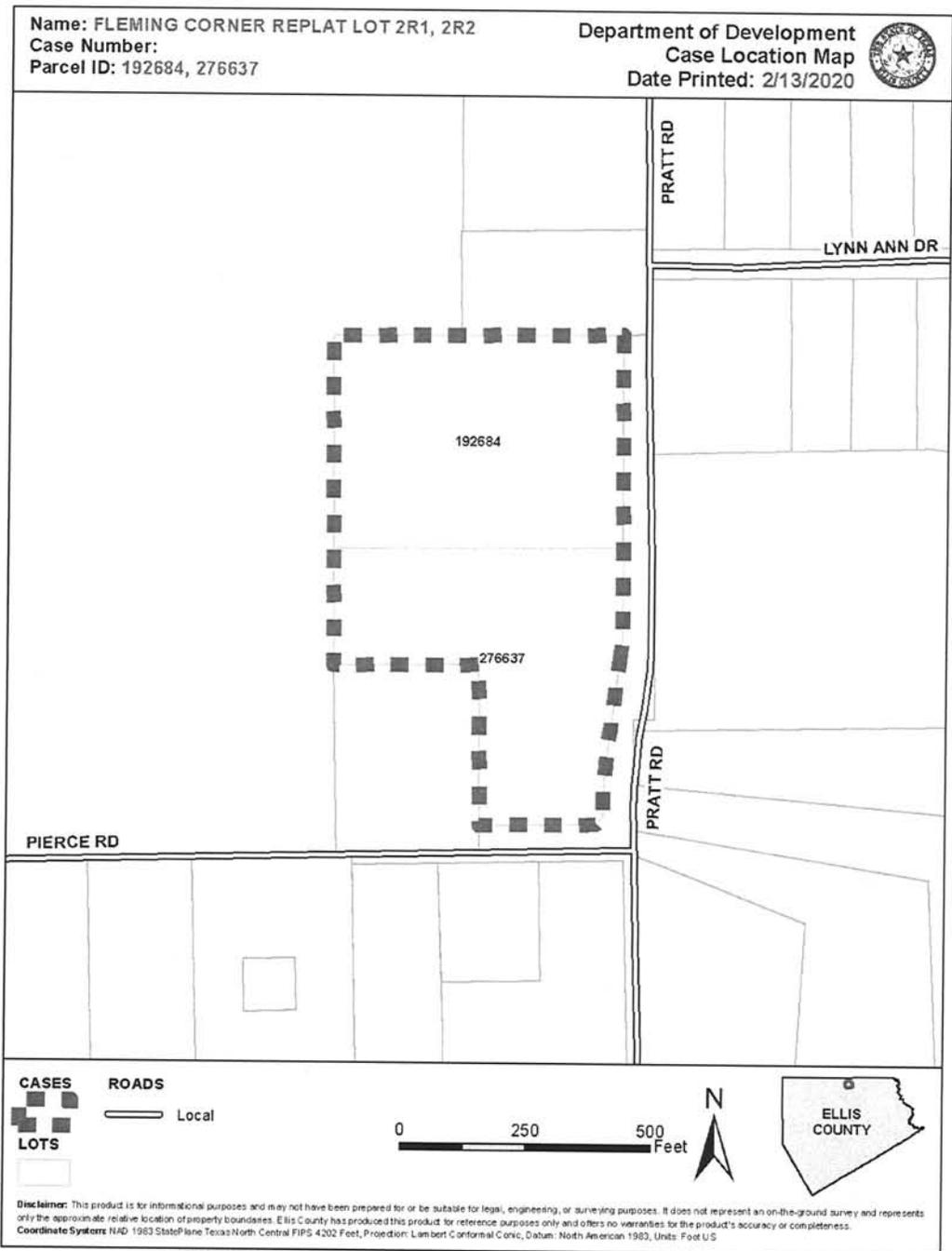


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**



-99.755081 32.518100 Author: rebecca charles GIS@co.ellis.tx.us Date Printed: 2/13/2020 G:\GIS\MapTemplates\Ellis County Layouts\11 DOD\000 Case Location.mxd





**AGENDA ITEM NO. 1.2**  
Ellis County Commissioners' Court  
March 24, 2020



**SHORT TITLE:**

Accept a performance bond for Bentley Creek Estates.  
Parcel ID No. 181831

**LEGAL CAPTION:**

**Consideration and action for a request to accept a performance bond for Bentley Creek Estates.** This property contains ± 114.16 acres of land in the George M. Casey Survey, Abstract No. 245 located ± 1,200 feet east of the intersection of Greathouse Road and Boz Road, in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Road & Bridge Precinct No. 3.



**APPLICANT(S):**

Luke Oliver



**PURPOSE:**

The applicant is requesting the County accept Performance Bond No. 328108 for the construction of the Bentley Creek Estates, in the amount of two hundred fifty thousand dollars (\$250,000).

Bentley Creek Estates consists of a 14-lot subdivision, with the construction of one (1) cul-de-sac road built in accordance with the County's Subdivision and Development Regulations. The actual subdivision will be approximately 20 acres but has not been platted as it just finished its engineering approval phase. A preconstruction meeting will occur shortly.



**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 Bentley Creek Estates 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. 328108 in the amount of two hundred fifty thousand dollars (\$250,000) for Bentley Creek Estates, issued by NGM Insurance Company.



**ATTACHMENTS:**

1. Copy of Performance Bond No. 328108
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



DEPARTMENT OF DEVELOPMENT  
Ellis County

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

ATTACHMENT NO. 1 – COPY OF PERFORMANCE BOND No.328108

BOND#328108

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT, Luke Oliver, (hereinafter called the Principal), as Principal, and, NGM Insurance Company, (hereinafter called the Surety), a corporation organized and existing under the laws of the State of Florida licensed to do business in the State of Texas and admitted to write bonds, as Surety in the State of Texas, are held and firmly bound unto, Judge Todd Little, Ellis County Judge, or his successors in office (hereinafter called the Obligee), in the amount of **Two Hundred Fifty Thousand & 00/100 Dollars (USD) (\$250,000.00)** 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 Bentley Creek Estates per the attached cost estimates (identified as Exhibit A) shall be constructed by Principal in accordance with the specifications and standards adopted by the Ellis County Commissioners Court and within the time set by the Court, which is 2 years from the below date of execution of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 9th day of March, 2020.

PRINCIPAL: Luke Oliver

BY: [Signature]

SURETY: NGM Insurance Company

BY: [Signature]  
Attorney-in-Fact



ATTACHMENT NO. 2 – DRAFT ORDER

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

On this the 24th 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. 328108 ISSUED BY NGM INSURANCE COMPANY, IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) FOR A PERFORMANCE BOND FOR BENTLEY CREEK ESTATES SUBDIVISION, CONTAINING ± 114.16 ACRES OF LAND IN THE GEORGE M. CASEY SURVEY, ABSTRACT NO. 245, ± 1,200 FEET EAST OF THE INTERSECTION OF GREATHOUSE ROAD AND BOZ ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF 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**

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

**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. 328108 issued by NGM Insurance Company in the amount of Two Hundred Fifty Thousand (\$250,000) for the Bentley Creek Estates, located in the extraterritorial jurisdiction of Maypearl, Ellis County, Road & 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 24TH 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. 1.3**  
Ellis County Commissioners' Court  
March 24, 2020



**SHORT TITLE:**

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

**LEGAL CAPTION:**

**Ratify approval of the 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.

This plat was inadvertently left off the previous Commissioners' Court agenda for its meeting on March 10, 2020. As such, this plat is already deemed approved as no action was taken within the 30 days outlined by Chapter 232 of the Texas Local Government Code.



**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



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

✉: dod@co.ellis.tx.us

☎: 972-825-5200

🌐: co.ellis.tx.us/dod



**RECOMMENDATION:**

To get the plat filed with the County Clerk and get the necessary signatures on the plat, the Court is compelled to "approve" this plat application. Failure to do so will allow the applicant to possibly seek a writ of mandamus from the District Court to force approval.



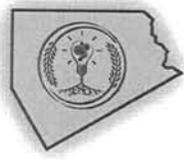
**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

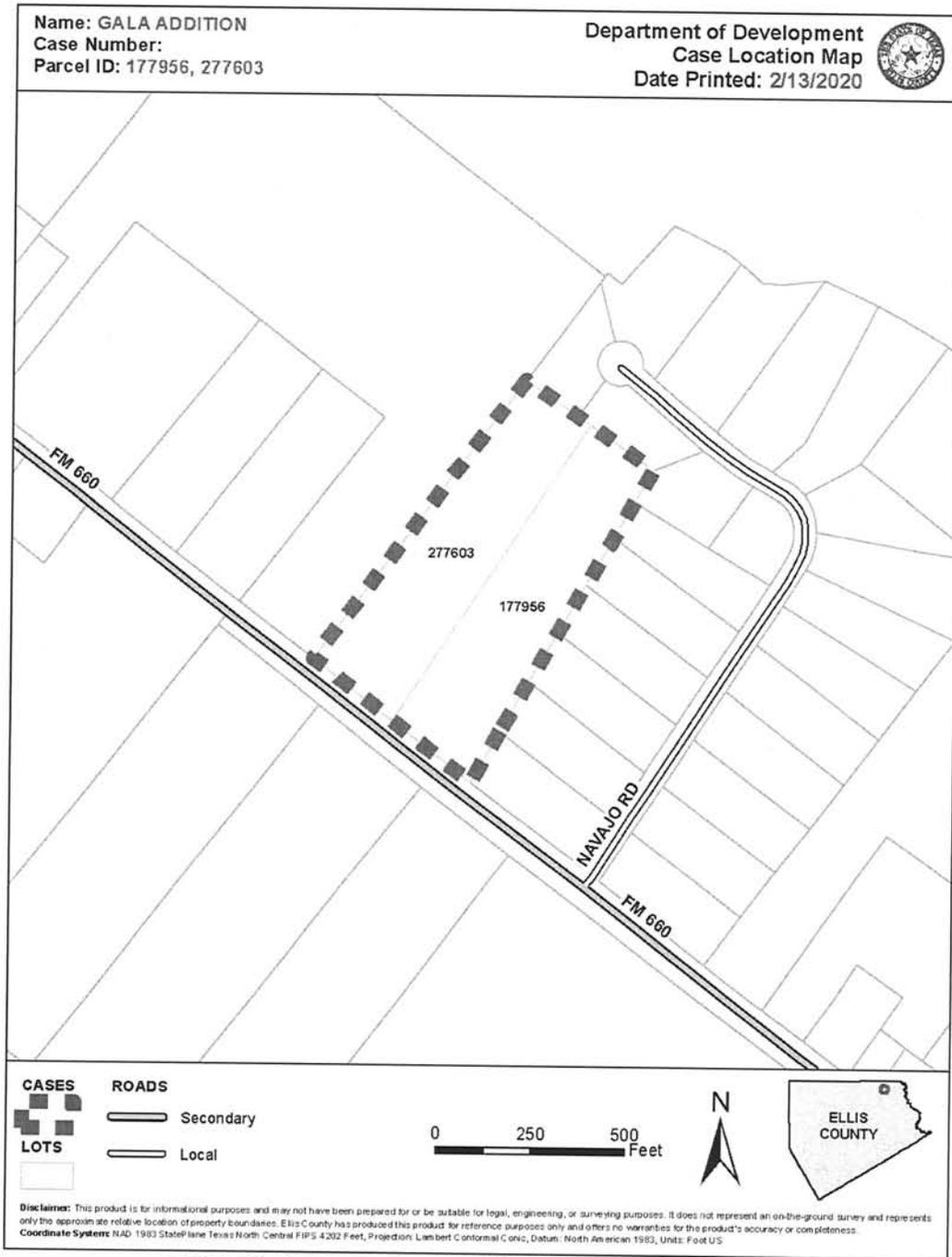


**APPROVED AND PRESENTED BY:**

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



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





## **RESOLUTION FOR ELLIS PROPERTY TAX RELIEF**

WHEREAS, the coronavirus COVID-19 has been recognized globally as a dangerous contagious respiratory virus; and

WHEREAS, President Trump has declared a national emergency to combat the COVID-19 pandemic; and

WHEREAS, Governor Abbott has declared a public health disaster in Texas to battle the outbreak and spread of COVID-19 throughout our state; and

WHEREAS, financial markets throughout the world have plummeted and established record economic losses in the trillions of dollars; and

WHEREAS, dramatic emergency efforts to contain COVID-19 throughout the United States and Texas, as well as internationally have resulted in a significant downward spiral of business, trade, and commerce in numerous segments of our economy; and

WHEREAS, oil and gas prices have declined to some of the lowest prices in recent history, thereby creating further economic downturn to our Texas economy; and

WHEREAS, small, medium, and large size businesses throughout Ellis County, regionally, and nationally are contemplating business closures, have been forced to close or limit operations, are significantly reducing expenses, postponing major purchases and capital outlays, and actively considering major layoffs of workers, reductions in staff, and salary cuts in reaction to the economic devastation fueled by the COVID-19; and

WHEREAS, under the totality of circumstances many residents possess justifiable fears concerning whether they will be able to pay their home mortgages, keep their jobs, and pay their bills; and

WHEREAS, our local tax appraisal valuations on homes, ranches, land, acreage, property, and commercial business buildings in Ellis County as determined on January 1, 2019 were significantly higher than in prior years; and

WHEREAS, governmental officials anticipate that such state-mandated local property tax valuations as determined on January 1, 2020 will set new record highs, with the average property valuation for taxation purposes in Ellis County exceeding a 10% increase (and in many instances substantially exceeding a 10% increase) over the same valuations set on January 1, 2019; and

WHEREAS, the actual fair market value of property in a true economic sense on the date of this Resolution, and for the foreseeable future is substantially less than tax appraisal valuations set on January 1, 2020; and

WHEREAS, the increased property tax burden resulting from the heightened property valuations will harshly impact and compound the financial hardship to the citizens, taxpayers, and property owners within the county; and

WHEREAS, the perfect storm of the COVID-19 pandemic, the dangerous downturn in the economy at all levels, and the alarmingly ill-timed record high property tax appraisal valuations collectively pose a danger to the health, welfare, and safety of the residents of Ellis County;

**NOW THEREFORE**, be it resolved that the Ellis County Commissioners Court hereby recommends, respectfully requests, strongly urges, and fully supports all state governmental officials, representatives, senators, and directors of the Ellis Appraisal District in taking immediate action to **FREEZE** all property tax appraisal valuations in Ellis County at levels set on January 1, 2019 and not in any way implement or utilize the significantly increased property tax appraisal valuations as determined on January 1, 2020; and

**FURTHER**, be it resolved that the Ellis County Commissioners Court hereby recommends, respectfully requests, strongly urges, and fully supports the Ellis County Judge in immediately working with stakeholders at all pertinent local, county, regional, and state levels for purposes of attempting to accomplish the preceding **FREEZE** resolution; and

**FURTHER**, be it resolved that the Ellis County Commissioners Court hereby recommends, respectfully requests, strongly urges, and fully supports the directors of the Ellis Appraisal District and the Chief Appraiser in taking immediate action to stop and withhold the mailing of over ten thousand written notices of current property tax valuations until April 30, 2020 so as to provide all such state governmental officials, representatives, senators, and directors of the Ellis Appraisal District with sufficient time to consider taking action in furtherance of this **FREEZE** resolution.

COMMISSIONERS COURT MINUTE ORDER NO. \_\_\_\_\_

SUBJECT: Coronavirus Outbreak (COVID-19)

DATE: March 24, 2020

BY MOTION MADE BY \_\_\_\_\_ AND SECONDED BY \_\_\_\_\_  
 \_\_\_\_\_ IN AN OPEN MEETING OF THE ELLIS COUNTY  
 COMMISSIONERS COURT ON THE TWENTY-FOURTH DAY OF MARCH 2020, THE  
 MEMBERS OF THE COURT DO HEREBY APPROVE THE FOLLOWING RULES AND  
 GUIDELINES GOVERNING THE MANAGEMENT OF THE COVID-19 OUTBREAK.

The health and safety of our employees, their families, and our citizens are our priority during this time. COVID-19 is a respiratory virus with symptoms that are similar to influenza or "the flu." As of today, COVID-19 continues to spread and new clusters have developed in several countries

1. Employee Personal Travel to Areas with Confirmed COVID-19 Cases

Employees engaging in personal travel should carefully consider their plans and monitor the evolving health situations prior to traveling. While we recognize that personal travel decisions are your choice, we urge you to carefully consider those decisions to avoid personal risk to you or your families. In particular, be aware of possible travel and screening restrictions and that possible incidences of exposure in restricted or high-risk areas may result in quarantine procedures in those countries. Employees who travel will be required to submit a Travel Identification Questionnaire directly to Human Resources so we can ensure proper return to work procedures are followed.

2. Tips to Minimize Business Disruptions

- a. Ensure employee contact and emergency contact information are up to date.
- b. Have a backup plan for staffing if employee (or employees) fall ill.
- c. Maintain a list of essential personnel and ensure that the Ellis County Emergency department and Human Resources have a copy.
- d. Have plenty of disinfecting wipes/spray, tissues & hand sanitizer for employee and public use.
- e. Confirm to your staff that safety/health is our primary concern.
- f. Reinforce handwashing & housekeeping with all staff members.
- g. Department Heads have permission to send employees who are sick home; short-term inconvenience is better than widespread illness.

3. Health Insurance Portability and Accountability Act (HIPAA)

- a. HIPAA gives an employee the right to privacy regarding their medical condition.
- b. If the employee informs the supervisor that he or she has a communicable disease that will affect their job performance, Human Resources can require a medical exam or health certification to confirm the illness. The employee will be responsible for making the appointment with their physician, the claim would be filed on the

employee's insurance and any expense would be paid by the employee. (Note: Texas Association of Counties Health and Employee Benefits Pool is currently waiving the cost of office visits and diagnostic and laboratory testing services specifically for diagnosing COVID-19.)

- c. If an employee is exposed to someone who is a presumptive positive or tests positive for COVID-19, the employee should be sent home until the other person's test results are returned as negative or until their quarantine expires, whichever is first. Contact Human Resources for specific instruction.
- d. If an employee does not tell his or her supervisor that they have a communicable disease, the employer's options are much more limited. Suspicion of a communicable disease is not enough to justify inquiry or a medical exam.
- e. However, if the employee reports to work with a wheezing cough, complains of chills and aches, and the employee has recently traveled to any country designated by the Center for Disease Control and Prevention (CDC) as Level 3 location, the supervisor shall direct the employee to go to their doctor and then contact Human Resources. Again, the employee will be responsible for making the appointment with their physician; the claim would be filed on the employee's insurance and any expense would be paid by the employee.
- f. Department Heads should decline to give specifics about employee's medical condition to other employees as this information is protected by HIPAA.
- g. Ellis County is permitted to disclose needed protected health information to a public health authority, such as the CDC or a state or local health department, that is authorized by law to collect or receive such information for the purpose of preventing or controlling disease. (Source: Office for Civil Rights, U.S. Department of Health and Human Services, February 2020)

#### 4. Temporary Paid Leave

- a. If an employee, their child, or immediate family member living in their household is placed on a 14-day quarantine due to a presumptive positive or positive COVID-19 test result of their own or due to someone to which the employee was exposed, and they are not able to work from home, the employee shall be paid up to 40 Administrative Leave hours per week.
- b. However, if an employee only displays signs of illness such as a common cold or influenza but is not suspected to have been exposed to the COVID-19 virus or tests negative for COVID-19, the employee shall use their accrued time and may return to work after 24 hours of being symptom free.
- c. Employees who self-quarantine to prevent possible spread of or exposure to COVID-19 without a confirmed exposure to the disease, shall use their accrued time for work hours not worked.
- d. Should the Commissioners Court or Elected Officials make the decision to send home all but essential personnel, those employees affected shall be granted leave with pay.

Note: These rules are superseded upon implementation of the Emergency Paid Sick Leave Act and FMLA Expansion by the Federal Government. This legislation is expected to become effective no later than April 2, 2020.

5. Interactions with Public

During the duration of this minute order, Department Heads shall limit interactions with public by setting by appointment only in person meetings or conducting meetings by video conferencing or other means, in compliance with Governor Abbott's Executive Order Number GA08 which takes effect 11:59 p.m. on Friday, March 20, 2020, and continuing until 11:59 p.m. on April 3, 2020.

Ellis County has a strong commitment to safety and the overall health and well-being of all employees and their families. We will continue to evolve our policies as this outbreak develops. Thank you for your support and understanding as we work together to provide a safe workplace for county employees and for the health of the county at large.

This policy is effective beginning at 2:00 p.m. on March 17, 2020 with the County Judge's Declaration of Disaster and remains in effect until the expiration of the Governor's Declaration of Disaster and Executive Order relating to COVID-19.

SIGNED this 24<sup>th</sup> day of March, 2020.

---

Todd Little, Ellis County Judge

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Randy Stinson  
Commissioner, Precinct 1

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Lane Grayson  
Commissioner, Precinct 2

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Paul Perry  
Commissioner, Precinct 3

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Kyle Butler  
Commissioner, Precinct 4

## PROCLAMATION DECLARING A LOCAL STATE OF DISASTER

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, Governor Abbott issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for all counties in the state of Texas; and

WHEREAS, COVID-19 continues to spread and to pose an increasing, imminent threat of disaster throughout Texas; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) has advised that person-to-person contact heightens the risk of COVID-19 transmission; and

WHEREAS, the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the CDC on March 16, 2020, call upon Americans to slow the spread of COVID-19 by avoiding social gatherings in groups of more than 10 people, using drive-thru, pickup, or delivery options at restaurants and bars, and avoiding visitation at nursing homes, among other steps; and

WHEREAS, the Texas Department of State Health Services has now determined that, as of March 19, 2020, COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, under Chapter 418 of the Texas Government Code grants the Commissioner's Court the power to declare a local disaster in its jurisdiction,

NOW, THEREFORE, the Ellis County Commissioner's Court, by virtue of the power and authority vested in it by the laws of the State of Texas, do hereby order the following on a countywide basis effective 11:59 p.m. on March 24, 2020, and continuing until 11:59 p.m. on April 16, 2020, subject to extension thereafter based on the status of COVID-19 in Texas and the recommendations of the CDC:

Order No. 1 In accordance with the Guidelines from the President and the CDC, every person in Texas shall avoid social gatherings in groups of more than 10 people.

Order No. 2 In accordance with the Guidelines from the President and the CDC, people shall avoid eating or drinking at bars, restaurants, and food courts, or visiting gyms or massage parlors; provided, however, that the use of drive-thru, pickup, or delivery options is allowed and highly encouraged throughout the limited duration of this order.

Order No. 3 In accordance with the Guidelines from the President and the CDC, people shall not visit nursing homes or retirement or long-term care facilities unless to provide critical assistance.

Order No. 4 In accordance with the Guidelines from the President and the CDC, schools shall temporarily close.

This order does not prohibit people from visiting a variety of places, including grocery stores, gas stations, parks, and banks, so long as the necessary precautions are maintained to reduce the transmission of COVID-19. This executive order does not mandate sheltering in place. All critical infrastructure will remain operational, domestic travel will remain unrestricted, and government entities and businesses will continue providing essential services. For offices and workplaces that remain open, employees should practice good hygiene and, where feasible, work from home in order to achieve optimum isolation from COVID-19. The more that people reduce their public contact, the sooner COVID-19 will be contained and the sooner this executive order will expire. This executive order supersedes all previous orders on this matter that are in conflict or

inconsistent with its terms, and this order shall remain in effect and in full force until 11:59 p.m. on April 16, 2020, subject to being extended, modified, amended, rescinded, or superseded by me or by a succeeding governor.

DECLARED this 24<sup>th</sup> day of March, 2020, at \_\_\_\_\_ p.m.

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

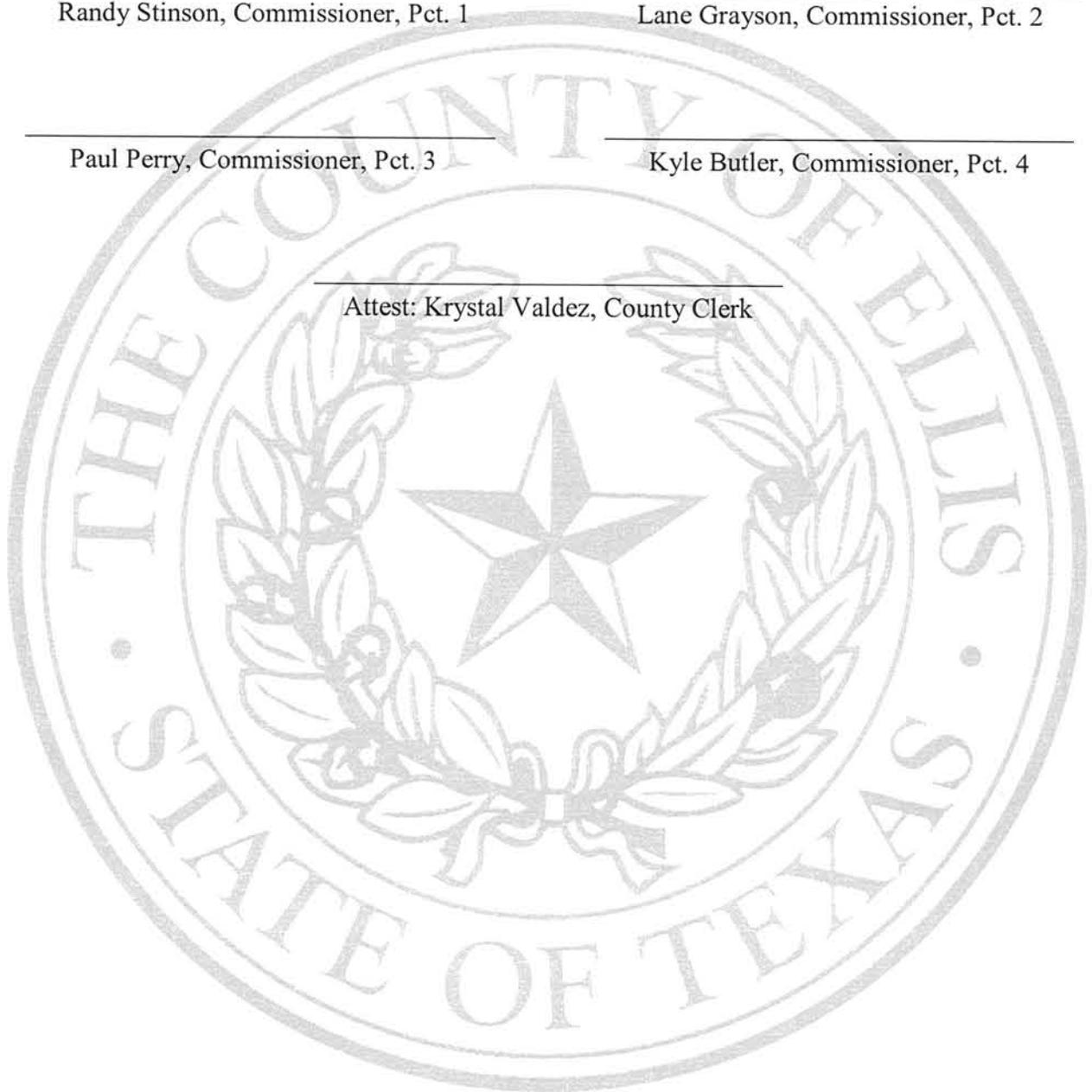
\_\_\_\_\_  
Randy Stinson, Commissioner, Pct. 1

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

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

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

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



KRYSTAL VALDEZ  
ELLIS COUNTY CLERK



ELLIS COUNTY

**ORDER OF ELLIS COUNTY JUDGE TODD LITTLE**

DATE ORDER ISSUED: March 17th, 2020

Summary: The virus that causes 2019 Coronavirus Disease (COVID-19) is easily transmitted through person to person contact, especially in group settings, and it is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle the influx of new patients and safeguard public health and safety. Because of the risk of the rapid spread of the virus, and the need to protect the most vulnerable members of the community, this Order prohibits community gatherings of 50 persons or more anywhere in Ellis County beginning at 2:00 p.m. on March 17, 2020, and continuing through 2:00 p.m. on March 24, 2020. For purposes of this Order, community gatherings are defined in Section 2, below. For all other gatherings, the Offices of the Ellis County Judge and the Local Health Authority strongly recommend following the social distancing protocols attached to this Order, including canceling, rescheduling, or not attending events that anticipate having 50 or more people in attendance. Additionally, the Offices of the Ellis County Judge and the Local Health Authority urge in the strongest terms possible high-risk individuals, as defined by the Centers for Disease Control and Prevention (CDC), to cancel, reschedule, or not attend any gathering or event.

**UNDER THE AUTHORITY OF TEXAS GOVERNMENT CODE  
SECTION 418.108, ELLIS COUNTY JUDGE TODD LITTLE ORDERS:**

1. Effective as of 2:00 p.m. on Tuesday, March 17, 2020, and continuing until 2:00 p.m. on March 24, 2020:
  - (a) public or private community gatherings, as defined in Section 2 below are prohibited anywhere in Ellis County.

In addition, the Office of the Ellis County Judge strongly urges organizations that serve high-risk populations to cancel all gatherings until further notice. The Office of the Ellis County Judge recommendations are based on the social distancing practices attached to this Order as well as the "Implementation of Mitigation Strategies for Communities with Local COVID-19 Transmission" issued by the United States Centers for Disease Control and Prevention ("CDC"). To help slow down the spread of the COVID-19 virus, the offices of the Ellis County Judge and the Local Health Authority urge people to avoid non-essential gatherings during the duration of this Order.

2. Definitions:
  - (a) For purposes of this Order, a community gathering is any indoor or outdoor event or convening, subject to the exceptions and clarifications below, that



## ELLIS COUNTY

brings together or is likely to bring together fifty (50) or more persons at the same time in a single room or other single confined or enclosed space, such as an auditorium, theatre, stadium (indoor or outdoor), arena or event center, gym, meeting hall, conference center, large cafeteria, or any other confined indoor or confined outdoor space.

- (b) An outdoor community gathering under this Order is limited to events in confined outdoor spaces, which means an outdoor space that (i) is enclosed by a fence, physical barrier, or other structure and (ii) where people are present and they are within six feet of one another for extended periods.
  - (c) For purposes of clarity, a community gathering *does not* include the following so long as visitors are generally not within six feet of one another for extended periods:
    - i. spaces where 50 or more persons may be in transit or waiting for transit such as airports, bus stations or terminals; (ii) office space, schools, or residential buildings; (iii) grocery stores, shopping malls, or other retail establishments, not including restaurants with and without drive-in or drive-through services, microbreweries, micro-distilleries or wineries, bars, lounges, or taverns, and private clubs, where large numbers of people are present but it is unusual for them to be within six feet of one another for extended periods; and (iv) hospitals and medical facilities. In all such settings, the Offices of the Ellis County Judge, Emergency Management, and the Local Health Authority recommend following the attached Social Distancing Recommendations. Personal hygiene measures such as hand sanitizer and tissues should be provided when possible.
    - ii. Restaurants with or without drive-in or drive-through services and microbreweries, micro-distilleries, bars, lounges, taverns, arcades, private clubs, and wineries.
3. This Order does not apply to any business operations or “essential services”.
- (a) “essential services” means services, by whomsoever rendered, and whether rendered to the Government or to any other person, the interruption of which would endanger the life, health or personal safety of the whole or part of the population;”



**ELLIS COUNTY**

- (b) Any conflict with this Order will be resolved by the Office of the Ellis County Judge.
4. If someone in a household has tested positive for coronavirus, the household is ordered to isolate at home. Members of the household cannot go to work, school, or any other community function.
  5. Nursing homes, retirement, and long-term care facilities are instructed to prohibit non-essential visitors from accessing their facilities unless to provide critical assistance or for end-of-life visitation.
  6. Public and private schools and institutions of higher education shall notify the Office of the Ellis County Judge of any change in their operational status. Further, schools are urged to submit a safety plan to the Ellis County Office of Emergency Management before students return to classroom settings.
  7. Additionally, the Offices of the Ellis County Judge and the Local Health Authority instruct all Ellis County employees to remain at home if sick and follow the instruction provided in the Ellis County Communicable Disease policy.
  8. This Order shall be effective until 2:00 p.m. on March 24, 2020, or until it is either rescinded, superseded, or amended pursuant to applicable law.
  9. The County of Ellis must promptly provide copies of this Order by posting on the Ellis County website. In addition, the owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public asking for a copy. If any subsection, sentence, clause, phrase, or word of this Order, or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.

**TODD LITTLE**  
**ELLIS COUNTY JUDGE**

**Attest:**

**Krystal Valdez**  
**Ellis County Clerk**





## ELLIS COUNTY

### Social Distancing Recommendations

#### 1) Vulnerable Populations: Limit Outings

- Vulnerable populations include people who are:
  - 60 years old and older.
  - People with certain health conditions such as heart disease, lung disease, diabetes, kidney disease and weakened immune systems.
- For vulnerable populations, don't go to gatherings unless it is essential. If you can telecommute, you should. Avoid people who are sick.

#### 2) Workplace and Businesses: Minimize Exposure

- Suspend nonessential employee travel.
- Minimize the number of employees working within six feet of one another, including minimizing or canceling large in-person meetings and conferences.
- Urge employees to stay home when they are sick and maximize flexibility in sick leave benefits.
- Do not require a doctor's note for employees who are sick.
- Consider use of telecommuting options.
- Some people need to be at work to provide essential services of great benefit to the community. They can take steps in their workplace to minimize risk.

#### 3) Cancel Non-essential Events

- Cancel non-essential events.
- Do not attend any events or gatherings if sick.
- For events that aren't cancelled, we recommend:
  - Having hand washing capabilities, hand sanitizers and tissues available.
  - Frequently cleaning high touch surface areas like counter tops and hand rails.
  - Finding ways to create physical space to minimize close contact as much as possible.

#### 4) Schools: Safety First

- Do not have your child attend school if sick.
- If you have a child with chronic health conditions, consult the child's doctor about school attendance.
- Schools should equip all classrooms with hand sanitizers and tissues.
- Recommend rescheduling or cancelling events that are not essential.
- Explore remote teaching and online options to continue learning.
- Schools should develop a plan for citywide school closures, and families should prepare for potential closures.

#### 5) Transit: Cleaning and Protection

- Increase cleaning of vehicles and high touch surface areas.
- Provide hand washing/hand sanitizers and tissues in stations and on vehicles.



## ELLIS COUNTY

### 6) Health Care Settings: Avoid as possible, protect the vulnerable

- Long-term care facilities should have a COVID-19 plan in accordance with CDC or state guidelines.
- Long-term care facilities should restrict all visitation except for certain compassionate care situations, such as end of life situations.
- The general public should avoid going to medical settings such as hospitals, nursing homes and long-term care facilities, even if you are not ill.
- If you are ill, call your health care provider ahead of time, and you may be able to be served by phone.
- Do not visit emergency rooms unless it is essential.
- Follow guidance and directions of all facilities.

### 7) Everyone: Do your part

The best way for all Ellis County residents to reduce their risk of getting sick, as with seasonal colds or the flu, still applies to prevent COVID-19:

- Wash hands with soap and water for at least 20 seconds.
- Cough or sneeze into your elbow or a tissue. Throw the tissue in the trash.
- Stay home if you are sick.
- Avoid touching your face.
- Try alternatives to shaking hands, like an elbow bump or wave.
- If you have recently returned from a country, state or region with ongoing COVID-19 infections, monitor your health and follow the instructions of public health officials and CDC guidance.
- There is no recommendation to wear masks at this time to prevent yourself from getting sick.

You can also prepare for the possible disruption caused by an outbreak. Preparedness actions include:

- Prepare to work from home if that is possible for your job, and your employer.
- Make sure you have a supply of all essential medications for your family.
- Prepare a child care plan if you or a caregiver are sick.
- Make arrangements about how your family will manage a school closure.
- Plan for how you can care for a sick family member without getting sick yourself.
- Take care of each other and check in by phone with friends, family and neighbors that are vulnerable to serious illness or death if they get COVID-19.
- Keep common spaces clean to help maintain a healthy environment for you and others. Frequently touched surfaces should be cleaned regularly with disinfecting sprays, wipes or common household cleaning products.

**PROCLAMATION DECLARING A LOCAL STATE OF DISASTER**

**WHEREAS**, in December 2019, a novel coronavirus, now designated as COVID-19, began to spread throughout the world and now has been declared a global pandemic by the World Health Organization; and

**WHEREAS**, the Ellis County Emergency Operations Plan defines a disaster as the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or man-made cause; and

**WHEREAS**, a declaration of local disaster allows the County Judge to take measures to reduce the possibility of exposure to disease, mitigate risk, and promote the health and safety of the residents of Ellis County; and

**WHEREAS**, extraordinary measures must be taken to contain COVID-19 in an attempt to prevent its spread throughout Ellis County, potentially requiring individuals, groups of individuals, or property to undergo additional measures that prevent or control the spread of disease; and

**WHEREAS**, to protect the lives and health of Ellis County citizens, in accordance with President Trump and Governor Abbott's emergency declarations, Ellis County will follow suit to mitigate and reduce risks of exposure to COVID-19 in our communities; and

**NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF ELLIS COUNTY, TEXAS:**

1. A local state of disaster for public health emergency is hereby declared for Ellis County, Texas, pursuant to section 418.108 (a) of the Texas Government Code.
2. Pursuant to section 418.108 (b) of the Texas Government Code, the state of disaster for public health emergency shall continue for a period of not more than seven (7) days from the date of this declaration unless continued or renewed by the Commissioners' Court of Ellis County, Texas.
3. Pursuant to section 418.108 (c) of the Texas Government Code, this declaration of the local state of disaster for public health emergency shall be given prompt and general publicity and shall be filed promptly with the County Clerk.
4. Pursuant to section 418.108 (d) of the Texas Government Code, this declaration of a local state of disaster activates the Ellis County Emergency Management Plan.
5. Pursuant to the Texas Government Code, the Ellis County Judge, Office of Emergency Management, and Local Health Authority strongly urge compliance with the following: For the next eight (8) weeks following the date of this proclamation, all gatherings should adhere to the most current recommendations promulgated by the Centers for Disease Control and Prevention. Organizers (whether groups or individuals) are urged to cancel or postpone in-person events that expect a gathering of fifty (50) or more people.
6. This proclamation shall take effect immediately.

DECLARED this 17<sup>th</sup> day of March, 2020, at 2:00 p.m.



*Todd Little*  
Todd Little, Ellis County Judge

*Krystal Valdez*  
Krystal Valdez  
Ellis County Clerk

3.4



GOVERNOR GREG ABBOTT

March 18, 2020

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
10:00 AM 'CLOCK

MAR 18 2020  
*[Signature]*  
Secretary of State

The Honorable Ruth R. Hughs  
Secretary of State  
State Capitol Room 1E.8  
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation suspending Sections 41.0052(a) and (b) of the Texas Election Code and Section 49.103 of the Texas Water Code to the extent necessary to allow political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and special elections for 2020 only to the next uniform election date, occurring on November 3, 2020, without otherwise adjusting the term of office, and suspending Sections 31.093 and 42.0621(c) of the Texas Election Code to the extent necessary to require all county election officers, if requested by an affected political subdivision, to enter into a contract to furnish election services with any political subdivision who postponed their election to November 3, 2020, under the authority of this proclamation.

The original of this proclamation is attached to this letter of transmittal.

Respectfully submitted,

*[Signature]*  
Gregory S. Davidson  
Executive Clerk to the Governor  
GSD/gsd

Attachment

**PROCLAMATION**  
BY THE  
**Governor of the State of Texas**

---

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, Section 41.001(a)(2) of the Texas Election Code provides that a general or special election in this state shall be held on a uniform election date, and the next uniform election date is occurring on May 2, 2020; and

WHEREAS, Section 49.103 of the Texas Water Code provides that certain districts governed by this provision are required to hold director elections in May of each even-numbered year; and

WHEREAS, Section 41.0052 of the Texas Election Code prescribes a procedure for a political subdivision to change a general election date, but the time for making such a change has expired; and

WHEREAS, Section 31.093 of the Texas Election Code requires a county elections administrator to enter into a contract to furnish election services upon request of a political subdivision; and

WHEREAS, Section 42.0621(c) of the Texas Election Code does not require a political subdivision to enter into a contract with a county or hold a joint election with a county on the November uniform election date; and

WHEREAS, on March 13, 2020, the Governor of Texas certified that the novel coronavirus (COVID-19) poses an imminent threat of disaster and, under the authority vested in the Governor by Section 418.014 of the Texas Government Code, declared a state of disaster for all counties in Texas; and

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, the Governor has the express authority to suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of a state agency if strict compliance with the provisions, orders, or rules would in any way prevent, hinder, or delay necessary action in coping with a disaster.

NOW, THEREFORE, I, GREG ABBOTT, Governor of Texas, under the authority vested in me by the Constitution and Laws of the State of Texas, do hereby suspend Sections 41.0052(a) and (b) of the Texas Election Code and Section 49.103 of the Texas Water Code to the extent necessary to allow political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and special elections for 2020 only to the next uniform election date, occurring on November 3, 2020, without otherwise adjusting the term of office. I further suspend Sections 31.093 and 42.0621(c) of the Texas Election Code to the extent necessary to require all county election officers, if requested by an affected political subdivision, to enter into a contract to furnish election services with any political subdivision who postponed their election to November 3, 2020, under the authority of this proclamation.

The authority ordering the election under Section 3.004 of the Texas Election Code is the authority authorized to make the decision to postpone its election in accordance with this proclamation.

Current office holders will hold over to the extent authorized by Article XVI, Section 17 of the Texas Constitution.

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
10:00AM O'CLOCK

MAR 18 2020



IN TESTIMONY WHEREOF, I  
have hereto signed my name and  
have officially caused the Seal of  
State to be affixed at my office in the  
City of Austin, Texas, this the 18th  
day of March, 2020.

Handwritten signature of Greg Abbott in cursive script.

GREG ABBOTT  
Governor of Texas

ATTESTED BY:

Handwritten signature of Ruth R. Hughs in cursive script.

RUTH R. HUGHS  
Secretary of State

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
10:00 AM O'CLOCK  
MAR 18 2020

### Application for Ellis County Emergency Service District Board

Name RICHARD LEE BEER  
 Address 1051 FM 876  
WAXAHACHE, TX 75167  
 Phone Home CELL  
 Work CELL  
 Mobile 972-935-1730  
 E Mail cheer@pcitisp.net  
 Emergency Service District applying for: ESD6

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

NO

Do you live within this district? YES How long have you lived in Ellis County? 30 YRS

US Citizen? YES Registered voter? YES

Current employer RETIRED

Military Service NO

Have you filed federal income tax returns for the past five (5) years? If no, give details YES

Have you ever been arrested? If yes, give details NO

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details. NO

Have you ever been delinquent in child support payments? If yes, give details NO

Has your driver license ever been suspended? If yes, give details NO

3.7



**Hoblitzelle Camp and Conference Center**

8060 Singleton Rd., Midlothian, TX 76065

Phone: (972) 723-2387

**GUEST CONFIRMATION AND RENTAL CONTRACT**

Ellis County Sheriff Dept: Ellis County Sheriff Dept.  
March 20-April 3, 2020

**Organization:** Ellis County Sheriff Dept  
300 S. Jackson St.  
Waxahachie, TX, 75165

**Primary Contact:** Capt Christ Hamilton  
300 S. Jackson St  
Waxahachie, TX, 75165

**Phone(s):** (P): 972-825-4901  
**E-mail:**

**Arrival Date and Time:** Friday, March 20, 2020

**Departure Date and Time:** Friday, April 3, 2020

**Expected # of Participants:** 40

**# of Nights:** 14

**Type:** Adult Men

**Lodging** Hacienda: 10 Room(s)

Charges/Discounts				Duration	Count	Unit Cost	Total	
<b>Facilities</b>								
3/20/20	3:00 pm	4/3/20	4:00 pm	Hacienda 1	14	1	\$96.00	\$1,344.00
3/20/20	3:00 pm	4/3/20	4:00 pm	Hacienda 10	14	1	\$96.00	\$1,344.00
3/20/20	3:00 pm	4/3/20	4:00 pm	Hacienda 2	14	1	\$96.00	\$1,344.00
3/20/20	3:00 pm	4/3/20	4:00 pm	Hacienda 3	14	1	\$96.00	\$1,344.00
3/20/20	3:00 pm	4/3/20	4:00 pm	Hacienda 4	14	1	\$96.00	\$1,344.00
3/20/20	3:00 pm	4/3/20	4:00 pm	Hacienda 5	14	1	\$96.00	\$1,344.00
3/20/20	3:00 pm	4/3/20	4:00 pm	Hacienda 6	14	1	\$96.00	\$1,344.00
3/20/20	3:00 pm	4/3/20	4:00 pm	Hacienda 7	14	1	\$96.00	\$1,344.00
3/20/20	3:00 pm	4/3/20	4:00 pm	Hacienda 8	14	1	\$96.00	\$1,344.00
3/20/20	3:00 pm	4/3/20	4:00 pm	Hacienda 9	14	1	\$96.00	\$1,344.00
<b>Subtotal for Facilities</b>							<b>\$13,440.00</b>	
<b>Total Charges/Discounts</b>							<b>\$13,440.00</b>	
<b>Estimated Balance Due</b>							<b>\$13,440.00</b>	

# The Salvation Army Hoblitzelle Camp and Conference Center

It is required that the Business Administrator, Financial Secretary, Treasurer, or Pastor of the Guest Group initial each section of this contract as well as sign and date it. This signature will be valid even if said person vacates the position prior to the engagement. The Guest Group assumes the responsibility of communicating cancellation and/or reduction of lodging and meeting space per the following guidelines:

- 1.) 61-90 days out / group may cancel all of reservation and deposit will be returned to them.
- 2.) 46-60 days out / group will owe 25% cost of contracted services, except food service.
- 3.) 21-45 days out / group will owe 50% cost of contracted services, except food service.
- 4.) 11-20 days out / group will owe 100% cost of contracted services, except food services.
- 5.) 10 days or less / group will owe 100% cost of contracted services, including food service.

(Initial here gjk) Please read the above carefully before initialing. Thank you!

1. Accommodations
  - a. (Initial Here gje) The Guest Group will recognize that Camp Hoblitzelle is a part of The Salvation Army's mission concerning evangelical Christian outreach. As such, the Guest Group will respect this mission and do nothing to impugn, deny, hamper, or refute the teaching of Christ or the scriptures of the Holy Bible.
  - b. Housing Arrangements (Initial Here gjk)
  - c. Camp Hoblitzelle reserves the right to assign reasonably equivalent alternative housing facilities if emergencies arise. The Guest Group will be contacted of these changes.
  - d. A minimum stay of 2 nights is required for all Guest Groups using overnight MOTEL accommodations on weekends. Check-In time for motel rooms is 4 pm. Check-Out time from the motel rooms is 10:00 AM on the last day of stay.
  - e. One Day Only conferences must have a minimum of 30 people registered; however a minimum booking of two days is not required.
  - f. Dates and arrangements are finalized only when this contract is COMPLETED and SIGNED by authorized person and is returned to the Camp Hoblitzelle office with DEPOSIT.
  - g. The deposit amount will be applied to final invoice.
2. Completed Contract and deposit - made out to The Salvation Army Camp Hoblitzelle should be returned to: 8060 Singleton Rd., Midlothian, Texas 76065 no later than the date specified above.
  - a. Guest Group agrees to have confirmed # of attendance ready to give to Guest Services Director by phone 14 days prior to event so food may be ordered and Guest Services Director may complete invoice and email it to Guest Group for payment in full upon arrival.
  - b. Your invoice will reflect the current year's prices, not what the prices were when you booked your event. (Initial Here \_\_\_\_\_)
  - c. Payment in full is due upon arrival. (Initial Here gjk)
  - d. Camp Hoblitzelle maintains a smoke free policy for all buildings on campus, to include all housing facilities. There is a \$250.00 fee charged to the group per violation.
  - e. Curfew is midnight, at which time all Guest Group members are expected to be quietly settled in their designated areas.
  - f. The Guest Group agrees to vacate the premises no later than 3 hours after the last meal, or by 10:00 A.M. if breakfast is not served. If exceed this time, an additional \$500.00 fee will be charged to the group.
3. Meeting Rooms (Initial Here gjk)
  - a. Please attach a copy of your program schedule. This will assist in locating groups if messages need to be delivered.
  - b. Rental of equipment and facilities is on a first come first served basis. Meeting spaces may be reassigned at the discretion of Camp Hoblitzelle.
4. Recreation and Equipment Needs (Initial Here gjk)
  - a. Firearms, explosives, and flammable materials are strictly prohibited at Camp Hoblitzelle.
  - b. Trail rides require a minimum of 4 riders (max of 15) per ride and must be scheduled at least two weeks prior to event.
  - c. Cancellation of trail rides due to weather or emergency conditions will result in full refund to Guest Group.
  - d. The swimming pool must be reserved at least two weeks prior to the event. At least two certified life guards (certified with training and handling in blood borne pathogens) will be provided by Hoblitzelle and billed to the Guest Group. A ratio of one lifeguard to every twenty-five swimmers is required. To supplement the number of lifeguards, one non-certified adult watcher (provided by Guest Group) per 10 additional swimmers can be used. **Again, you must have a minimum of two (2) certified lifeguards. Females must wear a T-Shirt over two piece bathing suits.**
  - e. Hoblitzelle will provide certified lifeguards for Guest Groups renting canoes. The fees will be added to the Guest Group's invoice.
  - f. All group members using canoes must wear personal flotation devices at all times. In addition, ramming of canoes and standing in canoes is prohibited.
  - g. If thunder is heard or lightning seen, the pool and boat dock will be closed.

- h. Use of personal sports equipment is the sole responsibility of the owner, including use, training and safety issues. Personal equipment will be safely stored by owner. Hoblitzelle Camp and Conference Center is not responsible for any damage or loss of equipment.
5. Meals and Snacks (Initial Here SP)
- Meals will be served at Hoblitzelle's designated meal times of 8:00 AM, 12 PM Noon and 5:30 PM unless the guest group has exclusive use of camp facilities. No meals, drinks, or snacks may be brought onto the campgrounds. All meals, drinks, and snacks must be purchased from the Dining Room. Food may not leave the Dining Room.
  - You may be up to 20 minutes late for a meal but will be charged \$200 for each additional 20 minutes or portion of you are late.
6. Insurance (Initial Here SP)
- Camp Hoblitzelle provides no medical care for Guest Groups, nor do we carry insurance for medical treatment of our guests due to illness or injury; therefore it is recommended that the Guest Group supplies medical coverage for their members. Guest Group will have on file all members with allergies or medical illnesses.
  - It is recommended that the Guest Group provide their own health care personnel, certified in CPR and First Aid from a nationally recognized provider.
  - All first aid supplies, equipment for disabled group members, and supplies for routine or emergency care will need to be supplied by the Guest Group. All medications must be stored under lock except when being administered by responsible designated person.
  - The Guest Group will designate at least one vehicle belonging to the group as an emergency vehicle and must remain available for emergency use until the Guest Group's departure.
  - The Guest Group agrees to assume responsibility for damages to the facilities and equipment and may be charged accordingly.
  - Camp Hoblitzelle will not be liable for lost, damaged or stolen personal property belonging to a member of the Guest Group.
  - In recognition that The Salvation Army is a non-profit organization making the premises available for the benefit of the Guest Group signed below, ~~the Guest Group agrees to hold harmless The Salvation Army, its trustees, officers and members from any liability for injury to persons or property arising from any cause whatever during the use of the premises by the Guest Group, or as a result of such use and further agrees to defend any suit brought against The Salvation Army, its trustees, officers and/or members, as a result of or alleging such liability.~~
7. Youth Groups (Initial Here SP)
- The Guest Group will provide its own adult staff with ratios of 1:5 (ages 4 - 5), 1:6 (ages 6 - 8), 1:8 (ages 9 - 14), 1:10 (ages 15 - 18). Minimum requirement of 2:1 ratio of adult staff to minor to minimize any one to one situations.
  - It is recommended that the Guest Group utilize appropriate screening policies/procedures for all adults with responsibility for or access to minors who are a part of their group.
  - A listing of all group members as well as emergency contact numbers will need to be on file with the Guest Group leader. In addition, a signed parental permission slip for emergency medical treatment will need to be on file with the group leader for all minors in the Guest Group.
  - The adult staff will closely and actively supervise the behavior of their charges. This is to ensure peace and quiet late at night, a pleasant atmosphere in the Dining Hall, and a trash free environment.
  - The adult staff is responsible for ensuring that property is neither destroyed nor defaced.
  - Failure to adequately supervise youth groups may result in being requested to leave premises and loss of deposit.
8. Additional Policies and Procedures (Initial Here SP)
- Alcoholic beverages and illegal drugs are strictly prohibited on camp property. Violators will be ejected.
  - No pets are allowed on camp grounds. If a pet is found on the property, the group will be charged \$250.00 and the pet immediately removed.
9. Camp Hoblitzelle is a Park and Walk facility. Roads must be kept clear for maintenance traffic and for those arriving or departing.
- Golf carts and utility vehicles owned by The Salvation Army are off limits to the Guest Group. These type of vehicles may be rented from the camp if so desired.
  - The following areas are off limits to Guest Group:
    - Maintenance Area
    - Private Houring, including the Singleton Ranch House and surrounding grounds
    - Swimming pool pump/chemical area
    - Kitchen loading dock area
    - Pastures other than walkway around lake
    - Horse corral (except when wrangler invites riders prior to rides)
    - The concrete spillway below the lake walkway bridge
    - Swimming pool (except when Guest Group has rented facility and certified lifeguard on duty)
    - Boat docks (except when Guest Group has rented facility and certified lifeguard on duty)

- The culverts beneath the road bridge in front of the chapel

(Initial Here SM) The Guest Group will recognize that Camp Hoblitzelle is a part of The Salvation Army's mission concerning evangelical Christian outreach. As such, the Guest Group will respect this mission and do nothing to impugn, deny, hamper, or refute the teaching of Christ or the scriptures of the Holy Bible.

**THE UNDERSIGNED, KNOWN IN THIS AGREEMENT AS THE GUEST GROUP, HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO ABIDE BY THE SAME AND TO MAKE HIS/HER GROUP AWARE OF SAME.**

--By signing this contract, you are confirming that all information is complete and accurate.

--Changes are not permitted within two weeks of the scheduled event.

--Please mail back your deposit within 2 weeks of receiving this contract.

\*\*\* --The attached addendum is incorporated by reference and the terms in the addendum are made a part of this contract.

E.J. Mc  
Signature Ellis County

Purchasing Agent                      03/20/2020  
Title / Date

\_\_\_\_\_  
Signature, Hoblitzelle Camp and Conference Center Representative

\_\_\_\_\_  
Title / Date

Please mail back your deposit within 2 weeks of receipt of Contract. Thank you!

All details must be finalized two weeks prior to the event.

This addendum is made part of the contract between the Salvation Army, Hoblitzelle Camp Conference Center, and Ellis County, Texas.

1. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
2. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
3. Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
4. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Ellis County, Texas.
5. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Texas Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to County whether or not the same are available to the public. It is further understood that County its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligations to WageWorks for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to County by WageWorks 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, County cannot enter into an Agreement whereby County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to the County indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.
7. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.
8. It is understood and agreed that each party shall have the status of an independent contractor under this Agreement and that nothing in this Agreement shall be construed as authorization for either party to act as agent for the other. Neither party shall incur any Liability for any act or failure to act by employees of the other party.
9. Nothing in this contract or terms and condition shall be construed as a waiver of sovereign immunity by Ellis County.
10. The Provider shall defend, indemnify, save, and hold harmless the Ellis County, Texas, and all their officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Provider, or any negligent act or omission of the Provider in performance of the work contemplated by this Contract, including attorney's fees and costs of court.

3.8



<b>"Subscriber" Name: Ellis County and District Attorney</b>
<b>Account Number: 10001DJUJ</b>
<b>"LN": LexisNexis, a division of RELX Inc.</b>

**1. Amendment**

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

**2. Certification**

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<b>18</b>
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2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

**3. Lexis Advance Product and Charges**

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
TX Enhanced with Full Federal	1011587	18
TX Practice Library	1010629	18
Legislative Outlook Gauge with Link	1512957	18

City and County Attorney Premium Library	1011966	18
Prosecutor Premium Library	1011969	18
Inter-Document Linking	1000690	18
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
5/1/20 - 4/30/21	\$629.00
5/1/21 - 4/30/22	\$648.00
5/1/22 - 4/30/23	\$668.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

**Subscriber elects access to the Alternate Materials**

\_\_\_\_\_  
(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 4/22/2020.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

**6. SUPPORT AND TRAINING**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

**7. Miscellaneous**

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

AGREED TO AND ACCEPTED BY:

<b>Subscriber: Ellis County and District Attorney</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b>
<b>Printed Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]
<b>Authorized Signature:</b>
<b>Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____

## Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number TXR040000

### A. General Information

Authorization Number: TXR040124

Reporting Year (year will be either 1, 2, 3, 4, or 5): 1

Annual Reporting Year Option Selected by MS4:

Calendar Year:      

Permit Year:     

Fiscal Year:      Last day of fiscal year: (    )

Reporting period beginning date: (month/date/year) 01/01/2019

Reporting period end date: (month/date/year) 12/31/2019

MS4 Operator Level: Phase II Name of MS4: Ellis County

Contact Name: Joseph Jackson Telephone Number: 972-825-5165

Mailing Address: 109 S. Jackson St. Waxahachie, TX 75165

E-mail Address: joseph.jackson@co.ellis.tx.us

A copy of the annual report was submitted to the TCEQ Region: YES  NO

Region the annual report was submitted to: TCEQ Region 4

### B. Status of Compliance with the MS4 GP and SWMP

1. Provide information on the status of complying with permit conditions:  
(TXR040000 Part IV.B.2)

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	<input checked="" type="checkbox"/>		
Permittee is currently in compliance with recordkeeping and reporting requirements.	<input checked="" type="checkbox"/>		

Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.).	✓		
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2. Provide a general assessment of the appropriateness of the selected BMPs. You may use the table below to meet this requirement (**see Example 1 in instructions**):

<b>MCM(s)</b>	<b>BMP</b>	<b>BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)</b>
1A	Distribution of Educational Materials	Yes, stormwater pollution education was extended to the public at the Annual Emergency Preparedness Fair and handouts were available from at least two public departments throughout the entire year.
1B	Development of Educational Materials	Yes, developed/obtained material was provided to the public.
1C	Ellis County Emergency Preparedness Fair	Yes, we reached out to approximately 1000 citizens.
1D	Ellis County Website	Yes, the website was updated to include the 2018 annual report and 2019-2024 outfall map.
1E	Social Media	Yes, stormwater staff joined the emergency management Facebook. The page currently has 8,592 followers.
1F	Public Notice Requirements	Yes, the 2019 annual report was approved in Commissioners Court on March 24, 2020.
1G	Public Comment and Citizens Reports	Yes, the public comment period will begin on April 1, 2020 following approval by the Commissioners Court.

<b>MCM(s)</b>	<b>BMP</b>	<b>BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)</b>
2A	Outfall Map	Yes, the map was updated and posted on the Ellis County Website.
2B	Drainage System Monitoring	Yes, 20 outfalls were inspected. No issues were reported to the R&B Precincts following inspections this permit year.
2C	On-Site Sewage Facilities	Yes, 18 facilities were permitted in the MS4 jurisdiction during this term. 6 facilities in the MS4 jurisdiction received complaints. All complaints were inspected and corrected.
2D	Illegal Dumping	Yes, 67 complaints were received by the Fire Marshal's office in 2019. All case files are maintained by the Fire Marshal's office for legal reasons.
2E	NCTCOG Illegal Dumping Hotline	Yes, the report reflects the number of complaints sent to the County for investigation.
2F	Citizen Reports	Yes, 25 reports were received and responded to in this permit year.
2G	Storm Water Staff Training	Yes, storm water staff received online SWPPP training and attended the 2019 TFMA Fall Technical Conference.
3A	NOI File For Construction	Yes, 7 NOIs were received this permit year.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)
3B	Voluntary Site Inspections	Yes, all subdivision construction activity was inspected this permit year.
3C	Subdivision Regulations	Yes, 100% of SWPPPs and NOIs were reviewed and filed.
3D	Site Plan Review	Yes, 100% of site plans, plats, and SWPPPS were reviewed.
3E	County Construction	Yes, but there were 0 County projects with >1 acre of disturbance this permit year.
3F	Storm Water Staff Training	Yes, storm water staff received online SWPPP training and attended the 2019 TFMA Fall Technical Conference.
3G	iSWM Design Manual	Yes, >5 brochures were issued during GAT meetings.
3H	Growth Assessment Team (GAT)	Yes, 207 GAT meetings were held in 2019.
3I	Citizen Reports	Yes, 25 reports were received and responded to in this permit year.

<b>MCM(s)</b>	<b>BMP</b>	<b>BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)</b>
4A	Pervious Drainage Systems	Yes, 5 sets of construction plans for subdivisions were approved with pervious drainage systems instead of curb and gutter systems.
4B	Texas Smartscape Promotion	Yes, the Texas Smartscape link is posted to the County website.
4C	Subdivision Regulations	Yes, 5 sets of construction plans for subdivisions were approved with detention/retention ponds to ensure post-developed runoff does not exceed pre-developed runoff.
4D	Operations and Maintenance	Yes, O&M reports for Precincts 1 & 2 were received and reviewed.
4E	Ellis County Floodplain Development Permit	Yes, 31 floodplain development permits were issued in 2019.
5A	Employee Training	Yes, training was conducted for Precinct 1 & 4 staff this permit term.
5B	County Operations Survey	Yes, 1 facilities and operations survey template was developed this permit term.
5C	Good Housekeeping BMPs	Yes, but 0 County facilities were constructed this permit term.

<b>MCM(s)</b>	<b>BMP</b>	<b>BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)</b>
5D	Storm Water Facilities Inventory	Yes, updates to the 2010 culvert inventory were completed this permit term.
5E	Contractor Requirements and Oversight	Yes, at least 1 contract was approved in Commissioners Court in 2019.
5F	Disposal of Waste Material	Yes, all four precincts disposal of waste material process did not change this permit term.
5G	Pollutants of Concern	Yes, the Pollutants of Concern list remained unchanged from the 2018 term.

3. Describe progress towards reducing the discharge of pollutants to the maximum extent practicable. Summarize any information used (such as visual observation, amount of materials removed or prevented from entering the MS4, or, if required, monitoring data, etc.) to evaluate reductions in the discharge of pollutants. You may use the table below to meet this requirement (**see Example 2 in instructions**):

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
1A	Distribution of Educational Materials	Distribute educational material such as crosswords, word searches, and more	>500	Various materials	No, but provides education in helping to prevent pollution.
1B	Development of Educational Materials	Updated and obtained new material for distribution: bookmarks, coloring books, and more	>1	Various materials	No, but provides new education material in helping to prevent pollution.
1C	Ellis County Emergency Preparedness Fair	Attended the annual fair to interact with citizens	1	Fair	No, but provides educational insight to citizens and helps staff document in-person reports
1D	Ellis County Website	Uploaded SWMP & annual reports	2	Various materials	No, but provides data for citizens which helps to prevent pollution.
1E	Social Media	Used facebook to reach out to citizens	1	Account Created	No, but provides data for citizens which helps to prevent pollution.
1F	Public Notice Requirements	Annual report item placed on Commissioners Court agenda.	1	Court agenda	No, but provides information for citizens which helps to prevent pollution.

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
1G	Public Comment and Citizens Reports	Received public comment / citizens report	25	Reports	Yes, reports from citizens may help to prevent pollution.
2A	Outfall Map	Uploaded the 2019-2024 outfall map to the County Website	1	Map	No, but provides data for citizens which helps to prevent pollution.
2B	Drainage System Monitoring	Inspected MS4 outfalls	20	Outfalls	Yes, inspections ensure proper BMP implementation and help reduce pollutants.
2C	On-Site Sewage Facilities	Required permitting for new on-site sewage facilities	18	Septic permits in MS4 Jurisdiction	Yes, requiring permits for proper septic design and installation helps prevent illicit discharge.
2D	Illegal Dumping	The Fire Marshal's office kept records of illegal dumping	67	Illegal Dumping Cases	Yes, facilitating the clean-up of dumping complaints reduces pollution.
2E	NCTCOG Illegal Dumping Hotline	Receive a report from the NCTCOG staff	0	Report	No, but keeping documentation of the number of calls received helps County staff to gauge illegal

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
					dumping complaints.
2F	Citizen Reports	Received citizens reports	25	Reports	Yes, reports from citizens may help to prevent pollution.
2G	Storm Water Staff Training	Staff attended multiple storm water related training events.	2	Trainings	No, but continuing education is essential for personnel to improve and implement pollution reduction bmps.
3A	NOI File For Construction	Submitted NOIs are kept on file for all applicable construction activity	7	NOIs filed	No, but documentation will accommodate inspection procedure.
3B	Voluntary Site Inspections	The Department of Development conducted inspections on all subdivisions with civil plans.	7	Inspections	Yes, ensuring proper erosion control devices are installed prior to dirt work reduces pollution.
3C	Subdivision Regulations	Update the subdivision regulations to include SWPPP and NOI	N/A for this permit year per SWMP	N/A	N/A

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
		requirements prior to grading.			
3D	Site Plan Review	Reviewed all site plans, plats, & SWPPPs prior to construction	72 , 5	Site plans & plats, SWPPPs	No, but an error in the documents could potentially be a source pollution if not corrected prior to construction.
3E	County Construction	The County will comply with all TCEQ regs for construction activities > 1 acre.	0	County Construction Activities >1 acre	Yes, submitting an NOI and SWPPP for construction activities can demonstrate a direct reduction in pollution.
3F	Storm Water Staff Training	Staff attended multiple storm water related training events.	2	Trainings	No, but continuing education is essential for personnel to improve and implement pollution reduction bmps.
3G	iSWM Design Manual	Issued brochures recommending the use of iSWM guidelines	>5	Brochures	No, but provides data for developers which helps to prevent pollution.

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
3H	Growth Assessment Team (GAT)	Staff met with multiple developers in pre-development meetings.	207	GAT Meetings	No, but provides data for developers which helps to prevent pollution.
3I	Citizen Reports	Received citizens reports	25	Reports	Yes, reports from citizens may help to prevent pollution.
4A	Pervious Drainage Systems	Pervious drainage systems such as open channels are encouraged over curb/gutter systems	1	Drainage design manual	Yes, pervious systems allow natural filters from soil to remediate pollution more than curb/gutter systems.
4B	Texas Smartscape Promotion	Uploaded and maintained Texas Smartscape link on County website	1	Link	No, but provides data for citizens which helps to prevent pollution.
4C	Subdivision Regulations	Post-developed runoff shall not exceed pre-developed runoff	1	Drainage design manual	Yes, ensuring stormwater flow rates remain equal to pre-developed rates helps regulate pollution.

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
4D	Operations and Maintenance	Records of operation and maintenance of pervious drainage systems were kept by each R&B Precinct	2	Reports	Yes, cleaning silt from pervious drainage systems keeps the remediation properties of the ditches intact.
4E	Ellis County Floodplain Development Permit	Regulate and administer the County Floodplain Order by requiring permits	>5	Permits	Yes, applying FEMA floodplain regulations ensures a maintained flood carrying capacity and natural floodplain characteristics.
5A	Employee Training	Staff conducted storm water pollution training to R&B staff	2	Precinct trainings	No, but provides education for County staff which helps to prevent pollution when working on County facilities.
5B	County Operations Survey	Staff developed a facilities and operations survey template for future use in permit years 2-5	1	Survey template	Yes, proper maintenance of facilities directly reduces pollution from County facilities.

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
5C	Good Housekeeping BMPs	County projects use appropriate BMPs during significant construction projects	0	projects	Yes, utilizing BMPs during larger construction activities reduce pollution.
5D	Storm Water Facilities Inventory	Updated and maintained the 2010 inventory of culverts and roadways.	1	update	No, but the updated inventory assists staff for outfall and pervious drainage system inspections.
5E	Contractor Requirements and Oversight	Required contractors under contract with Ellis County to implement good housekeeping BMPs per the adopted SWMP	1	Commissioners Court Agenda Item	Yes, contractor compliance with the County SWMP helps reduce pollution.
5F	Disposal of Waste Material	The Ellis County Disposal of Waste Material is updated based on methods used by each R&B Precinct.	1	Document	No, but the document is used to ensure waste is disposed of properly.

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
5G	Pollutants of Concern	The Ellis County Pollutants of Concern List is updated annually.	1	List	No, but the list is used to ensure any pollutants in County possession are properly stored.

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions**):

<b>MCM(s)</b>	<b>Measurable Goal(s)</b>	<b>Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain.</b>
1A	500 handouts / materials	Met goal – distributed 300 materials at Emergency Preparedness Fair and 200 at the Department of Development and Engineering Department.
1B	1 new material	Exceeded Goal – Obtained 3 new materials from the EPA.
1C	1 fair per year	Met Goal – Attended the Emergency Preparedness Fair on September 21, 2020
1D	Upload SWMP & 2019 Annual Report	Met Goal- SWMP was uploaded to the website and the Annual Report is scheduled to be uploaded April 2020.
1E	Create social media account	Met Goal – Joined as an administrator on the Ellis County Emergency Management Facebook page. The page has 8,592 followers.
1F	Annual Report on Commissioners Court	Met Goal – The Court approved the report on March, 24, 2020

<b>MCM(s)</b>	<b>Measurable Goal(s)</b>	<b>Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain.</b>
1G	Upload Annual Report / Create social media	Met Goal: see 1D, 1E, & 1F
2A	Upload 1 updated outfall map to website	Met Goal: the 2019-2024 outfall map was uploaded to the website.
2B	Inspect 20 outfalls	Met Goal: 20 outfalls were inspected with picture documentation.
2C	Report 5 OSSF permits and 2 complaints	Exceeded Goal: 18 permits were approved, 6 complaints were received and addressed.
2D	Report 5 illegal dumping complaints	Exceeded Goal: 67 cases were opened and closed by the Fire Marshal's office.
2E	Review 1 report	Did Not Meet Goal: Staff reached out to NCTCOG but did not receive a report to review. Another attempt will be made in April 2020.
2F	Respond to 100% of reports	Met Goal: 25 reports were received via email/phone and 100% were responded to.
2G	2 trainings for 1 staff	Met Goal: 1 Staff received SWPPP Training and Floodplain Training.
3A	File 100% of NOIs received	Met Goal: 5 NOIs were received and filed this permit term.
3B	Inspect 5 new construction activities	Exceeded Goal: 7 new construction activities were inspected in 2019. Most activities were SFR subdivision infrastructure.
3C	N/A for Year 1	N/A for Year 1
3D	Review 100% of site plans, plats, and SWPPPs	Met Goal: 72 site plans / plats and 5 SWPPPs were reviewed

<b>MCM(s)</b>	<b>Measurable Goal(s)</b>	<b>Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain.</b>
3E	Document and manage 100% of County construction projects >1acre	Met Goal / Did Not Meet Goal: There were not any County projects disturbing more than 1 acre in 2019.
3F	2 trainings for 1 staff	Met Goal: 1 Staff received SWPPP Training and Floodplain Training.
3G	5 iSWM brochures distributed in GAT meetings	Exceeded Goal: ~15 brochures were distributed
3H	Facilitate 3 meetings	Exceeded Goal: 207 meetings were held in the DOD conference room to discuss proposed development.
3I	Respond to 100% of reports	Met Goal: 25 reports were received via email/phone and 100% were responded to.
4A	1 drainage design manual	Met Goal: 1 drainage design manual has been adopted to recommend pervious drainage systems.
4B	Upload 1 link to website	Met Goal: 1 link was uploaded to the County website.
4C	1 drainage design manual	Met Goal: 1 drainage design manual has been adopted to require post-developed runoff not exceed pre-developed runoff.
4D	Review 2 reports from 2 Precincts	Met Goal: Received and reviewed reports from Precinct 1 & 2.
4E	Issue 5 permits	Exceeded Goal: Issued 31 floodplain permits in 2019.
5A	Conduct 1 seminar to 2 precincts	Met Goal: 1 seminar was conducted to Precinct 1 and Precinct 4 staff during routine ditch cleanings. (onsite field work)

<b>MCM(s)</b>	<b>Measurable Goal(s)</b>	<b>Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain.</b>
5B	Develop 1 survey template	Met Goal: 1 survey template was created for use in permit years 2-5.
5C	1 report as needed	Met Goal / Did Not Meet Goal: There were not any County projects disturbing more than 1 acre in 2019. No report was needed.
5D	Update 2010 inventory	Met Goal: The 2010 culvert inventory is currently being updated to reflect changes since 2010. The goal is to have the inventory completed by 2021.
5E	1 Commissioners Court agenda item	Met Goal: A contract for Bridge and Headwall Repair was approved in Court. The contractor will be required to implement BMPs during construction.
5F	Review and update 1 report	Met Goal: There are currently no revisions to the 2018 Disposal of Waste Material Report.
5G	1 pollutants of concern list	Met Goal: There were no revisions to the 2018 pollutants of concern list.

### **C. Stormwater Data Summary**

Provide a summary of all information used, including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.?

### **D. Impaired Waterbodies**

1. Identify whether an impaired water within the permitted area was added to the latest EPA-approved 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d). List any newly-identified impaired waters below by including the name of the water body and the cause of impairment.

**Not Applicable**

2. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern.

**Not Applicable**

3. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL.

**Not Applicable**

4. Report the benchmark identified by the MS4 and assessment activities:

<b>Benchmark Parameter</b> <i>(Ex: Total Suspended Solids)</i>	<b>Benchmark Value</b>	<b>Description of additional sampling or other assessment activities</b>	<b>Year(s) conducted</b>
<b>Not Applicable</b>			

5. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark:

<b>Benchmark Parameter</b>	<b>Selected BMP</b>	<b>Contribution to achieving Benchmark</b>
<b>Not Applicable</b>		

6. If applicable, report on focused BMPs to address impairment for bacteria:

Description of bacteria-focused BMP	Comments/Discussion
<b>Not Applicable</b>	

7. Assess the progress to determine BMP's effectiveness in achieving the benchmark.

For example, the MS4 may use the following benchmark indicators:

- number of sources identified or eliminated;
- number of illegal dumpings;
- increase in illegal dumping reported;
- number of educational opportunities conducted;
- reductions in sanitary sewer flows (SSOs); /or
- increase in illegal discharge detection through dry screening.

Benchmark Indicator	Description/Comments
<b>Not Applicable</b>	

### E. Stormwater Activities

Describe activities planned for the next reporting year:

MCM(s)	BMP	Stormwater Activity	Description/Comments
1E	Social Media	Promote County Storm Water website at least 2 times during 2020.	Year 1 – creating an account Year 2-5 – using the account
2B	Inspect 20 outfalls	Inspect more than 20 outfalls.	The goal for 2020 is to inspect 30 outfalls.

<b>MCM(s)</b>	<b>BMP</b>	<b>Stormwater Activity</b>	<b>Description/Comments</b>
2E	Review 1 report	Develop a better method of contact with the NCTCOG	Ensure a report is received for staff review.
3C	Subdivision Rules and Regulations	Add SWPPP and NOI language to the Drainage Design Manual	
5A	Conduct 1 seminar to 2 precincts	Conduct 1 seminar to Precinct 2 and Precinct 3 staff during routine ditch cleanings. (onsite field work)	Alternate from Precincts 1 and 4 to Precincts 2 and 3.

## **F. SWMP Modifications**

1. The SWMP and MCM implementation procedures are reviewed each year.

Yes  No

2. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.

Yes  No

If "Yes," report on changes made to measurable goals and BMPs:

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
<b>Not Applicable</b>		

**Note:** If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible, and why the replacement BMP is expected to achieve the goals of the original BMP.

3. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land, etc.).

### G. Additional BMPs for TMDLs and I-Plans

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans.

BMP	Description	Implementation Schedule (start date, etc.)	Status/Completion Date (completed, in progress, not started)
<b>Not Applicable</b>			

### H. Additional Information

1. Is the permittee relying on another entity to satisfy any permit obligations?

Yes  No

If "Yes," provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed).

Name and Explanation:

Name and Explanation:

Name and Explanation:

Name and Explanation:

2.a. Is the permittee part of a group sharing a SWMP with other entities?

Yes  No

2.b. If "yes," is this a system-wide annual report including information for all permittees?

Yes  No **Not Applicable**

If "Yes," list all associated authorization numbers, permittee names, and SWMP responsibilities of each member (add additional spaces or pages if needed):

Authorization Number: \_\_\_\_\_ Permittee: \_\_\_\_\_

### I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Large and Small Site Notices submitted by construction site operators):

0

2a. Does the permittee utilize the optional seventh MCM related to construction?

Yes  No

2b. If "yes," then provide the following information for this permit year:

The number of municipal construction activities authorized under this general permit	
The total number of acres disturbed for municipal construction projects	

**Note:** Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.

## J. Certification

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

Name (printed): Todd Little Title: County Judge

Signature: \_\_\_\_\_ Date: 03/24/2020

2.1

STATE OF TEXAS

§

§ INTERLOCAL COOPERATION AGREEMENT

COUNTY OF ROCKWALL

§

This Interlocal Cooperation Agreement ("Agreement") is by and between Ellis County, Texas ("Ellis County"), and the City of Royse City, Texas ("Royse City"), acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to 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 pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

**ARTICLE II  
TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically

renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

### ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

### ARTICLE IV PURCHASING

The City Manager or other designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

### ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

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

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Rockwall County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or

written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

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

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

ELLIS COUNTY, TEXAS

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

ATTEST:

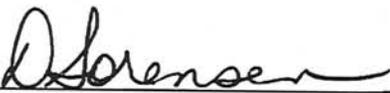
By: \_\_\_\_\_  
Krystal C. Valdez, County Clerk

EXECUTED this 28 day of January, 2020.

CITY OF ROYSE CITY, TEXAS

By:   
Carl Alsabrook, City Manager  
305 N. Arch Street/PO Box 638  
Royse City, Texas 75189

ATTEST:

By:   
Deborah Sorensen, City Secretary

APPROVED AS TO FORM

  
Jason Day, City Attorney

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2790C

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

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

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

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
CC15706	1GNLCDEC1LR225677	<b>2020 Chevrolet PPV Tahoe W/ Emergency equipment from CAP Fleet</b>	1	<b>\$62,078.00</b>
<b>TOTAL:</b>				<b>\$62,078.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$46,178.00</b>

mvlooe2790C- Ellis  
County SO

Lessee: Please Initial

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Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$46,178.00</b>

mvlooe2790C- Ellis  
County SO

Lessee: Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	3	Base Lease Payment:	\$13,753.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$13,753.00</b>
		<b>Lease End Date:</b>	<b>March 24, 2023</b>

[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

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2790C – ELLIS COUNTY

5

Date of Acceptance: March 24, 2020

Lessor: American National Leasing Company

By: Billy Hughes  
Billy Hughes  
Vice President of Leasing

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

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

LESSEE'S ACCEPTANCE

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

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

---

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

Date of Acceptance: March 24, 2020

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
03/24/2020	\$16,000.00
03/24/2021	\$13,753.00
03/24/2022	\$13,753.00
03/24/2023	\$13,753.00
03/24/2023	\$9,000.00

**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. 2790C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

1. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, Lessor hereby verifies that Lessor and its employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
2. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, Lessor verifies that Lessor and Lessor's employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
3. Funds for payment of this contract have been provided through the Lessee's budget approved by Lessee for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Lessee extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of Lessee that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Lessee (1) fails to provide funding for this contract during the following fiscal year at Lessee, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Lessee may, upon giving the Lessor written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Lessee notifies Lessor in writing of such failure to fund and termination. Lessee shall return the Equipment to Lessor if all Lease payments are not made, at Lessee's expense. There shall be no recourse for Lessor as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
4. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Lessee, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.
5. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Texas Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Lessee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to Lessee whether or not the same are available to the public. It is further understood that Lessee its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Lessee, its officers and employees shall have no liability or obligations to Lessor

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

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

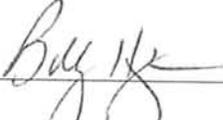
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ELLIS COUNTY, TEXAS AS LESSEE

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

County Judge of Ellis County

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

By:  \_\_\_\_\_  
Vice President of Leasing

QUOTED BY: Billy  
 American National Leasing Company  
 BUSINESS PHONE: 940-397-2457

**ELLIS COUNTY SO**

Tax ID #

**Lease No: ANLC# 2790C**

CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

Acceptance Date:  
 SOURCE: (3) Year Lease

**ELLIS COUNTY SO**

2020 PPV Tahoe Patrol	\$62,078.00
VIN# 1GNLCDEC1LR225677	\$0.00
	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$62,078.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$46,178.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
03/24/20	0.00	0	0.00	0.00	46,178.00
03/24/21	13,753.00	365	1,842.50	11,910.50	34,267.50
03/24/22	13,753.00	365	1,367.27	12,385.73	21,881.78
03/24/23	13,753.00	365	873.08	12,879.92	9,001.86
03/24/23	9,000.00	0	0.00	9,000.00	1.86
Net Capitalized Cost	46,178.00		<b>\$4,082.86</b>		
Interest Rate	3.9900%				
Residual Value	\$1.86				
Rounding Adjustment	(0.86)				
<b>Adjusted Res. Value</b>	<b>\$1.00</b>				



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

Invoice No LR225677

**INVOICE**

<b>Customer</b>		<b>Date</b> 02/24/2020	
Name <u>ELLIS COUNTY</u>		Order No. _____	
Address <u>101 W MAIN ST STE 203</u>		Rep _____	
City <u>WAXAHACHIE</u>	State <u>TX</u>	Zip <u>75165</u>	
Phone <u>(972) 825-5114</u>		FOB _____	

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GNLCDEC1LR225677	62078.00	62078.00
	TRADE:		
	PLEASE MAIL PAYMENT TO:  CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836		
	TERMS: NET 30		

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_

CC# \_\_\_\_\_

Expires \_\_\_\_\_

Subtotal	62078.00
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>62078.00</b>

Office Use Only

DEAL# 117544

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

CERTIFICATE OF ORIGIN FOR A VEHICLE

5614



GZD81J

DATE  
02/10/20

INVOICE NO.  
10D98529604

VEHICLE IDENTIFICATION NO.  
1GNLCDEC1LR225677

YEAR  
2020

MAKE  
CHEVROLET

BODY TYPE  
TAHOE 2WD FOUR DOOR SUV

SHIPPING WEIGHT  
5114  
SERIES OR MODEL  
CC15706

H.P. (SAE)

G.V.W.R.

NO. CYLS.

45.4

6800

08

N.T.R.  
1/2

P.O. NUMBER STATE-25X

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

NAME OF DISTRIBUTOR, DEALER, ETC.

07083 XFHDD8

CALDWELL COUNTRY CHEVROLET

PO BOX 27

CALDWELL

TX 77836-0027

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

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

GENERAL MOTORS LLC

BY:

*Scott K Higley*

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

G83225008

DETROIT

MI 48243-1114

CITY - STATE

GM 521 REV. 10-05

	Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of the law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO.
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S) <u>ELLIS COUNTY</u> ADDRESS <u>101 W MAIN ST STE 203 WAXAHACHIE TX 75165</u> I certify to the best of my knowledge that the odometer reading is <u>5</u> No Tenths DEALER <u>CADWELL COUNTRY CHEVROLET</u> BY <u>P48408</u> <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small> State of <u>TX</u> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this <u>24</u> day of <u>FEB</u> 20 <u>20</u> County of <u>BURLESON</u> Notary Public <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small>
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and / or imprisonment. I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading <u>NO</u> Tenths <input type="checkbox"/> The mileage stated is in excess of its mechanical limits <input type="checkbox"/> The odometer reading is not the actual mileage <b>WARNING ODOMETER DISCREPANCY</b> Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____ Printed Name(s) of Seller(s) _____ Dealer's No _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ Signature of Purchaser(s) _____ Notary Public Printed Name of Purchaser(s) _____ Company Name (if Applicable) _____ State of _____ Address of Purchaser(s) _____ County of _____ <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small>
LIENHOLDER	1st lien in favor of <u>American National Leasing</u> whose address is <u>2732 midwestern PKWY Wichita Falls TX 76708</u> 2nd lien in favor of _____ whose address is _____



# CALDWELL COUNTRY CHEVROLET

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

## RETAIL PURCHASE AGREEMENT

**CUST#: 225677F**

Deal Number: **117544**

Purchaser's Name(s): **ELLIS COUNTY**

Date: **02/24/2020**

Address: **101 W MAIN ST STE 203 WAXAHACHIE, TX 75165**

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

Telephone (1): **972-825-5114**

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

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

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

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

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

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

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

YEAR <b>2020</b>	MAKE <b>CHEVROLET</b>	MODEL <b>TAHOE</b>	COLOR <b>WHITE</b>	STOCK NO. <b>225677F</b>
VIN/SERIAL NO. <b>1GNLCDEC1LR225677</b>		ODOMETER READING <input type="checkbox"/> Not Accurate <b>5</b>		SALESPERSON <b>AARON WILEY</b>
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		

### WARRANTY STATEMENT

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

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

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

### TRADE-IN VEHICLE INFORMATION

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

### OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

- IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION
- IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT

CASH PRICE OF VEHICLE	62078.00
OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker	N/A
N/A	N/A
TOTAL SELLING PRICE	62078.00
LESS: TRADE-IN ALLOWANCE	N/A
N/A	N/A
SUBTOTAL	62078.00
N/A	N/A
SALES TAX	N/A
DEALER'S INVENTORY TAX	N/A
N/A	N/A
DOCUMENTARY FEE *	N/A
STATE INSPECTION FEE	N/A
DEPUTY SERVICE FEE	N/A
LICENSE FEE	N/A
TITLE FEE	N/A
N/A	N/A
N/A	N/A
TOTAL DUE	62078.00
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt	N/A
LESS CASH DUE AT DELIVERY	N/A
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)	62078.00

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

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

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

**AMERICAN NATIONAL LEASING**

Purchaser \_\_\_\_\_

*S. Kelley*  
Accepted by Authorized Dealership Representative

Purchaser \_\_\_\_\_  
DealerCAP

DEAL# 117544 **Application for Texas Title and/or Registration**

Applying for (please check one):  
 Title & Registration  Title Only  Registration Purposes Only  Nontitle Registration  
 or a corrected title or registration, check reason:  
 Vehicle Description  Add/Remove Lien  Other: \_\_\_\_\_

**TAX OFFICE USE ONLY**  
 County: \_\_\_\_\_  
 Doc #: \_\_\_\_\_  
 SPV  Appraisal Value \$ \_\_\_\_\_

1. Vehicle Identification Number: 1GNLCDEC1LR225677  
 2. Year: 2020  
 3. Make: CHEVROLET  
 4. Body Style: N/A  
 5. Model: TAHOE  
 6. Major Color: WHITE  
 7. Minor Color: \_\_\_\_\_  
 8. Texas License Plate No.: \_\_\_\_\_  
 9. Odometer Reading (no tenths): 5  
 10. This is the Actual Mileage unless the mileage is:  
 Not Actual  Exceeds Mechanical Limits  Exempt

3. Applicant Type  
 Individual  Business  Government  Trust  Non-Profit  
 4. Applicant Photo ID Number or FEIN/EIN: \_\_\_\_\_  
 5. ID Type  
 U.S. Driver License/ID Card (issued by: \_\_\_\_\_)  NATO ID  U.S. Dept. of State ID  
 Passport (issued by: \_\_\_\_\_)  U.S. Military ID  U.S. Dept. of Homeland Security ID  
 U.S. Citizenship & Immigration Services/DOJ ID  Other Military Status of Forces Photo ID

6. Applicant First Name (or Entity Name): ELITS COUNTY  
 Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Suffix (if any): \_\_\_\_\_  
 7. Additional Applicant First Name (if applicable): \_\_\_\_\_  
 Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Suffix (if any): \_\_\_\_\_

8. Applicant Mailing Address: 101 W MAIN ST STE 203  
 City: WAXAHACHIE State: TX Zip: 75165  
 19. Owner County of Residence: \_\_\_\_\_

10. Previous Owner Name (or Entity Name): CALDWELL COUNTRY CHEVROLET  
 City: CALDWELL State: TX  
 21. Dealer GDN (if applicable): \_\_\_\_\_ 22. Unit No. (if applicable): \_\_\_\_\_  
 13. Renewal Recipient First Name (or Entity Name) (if different): \_\_\_\_\_  
 Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Suffix (if any): \_\_\_\_\_

14. Renewal Notice Mailing Address (if different): \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

15. Applicant Phone Number (optional): (972)825-5114  
 26. Email (optional): \_\_\_\_\_  
 27. Registration Renewal eReminder  
 YES (Provide Email in #26)

18. Vehicle Location Address (if different): \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 19. Multiple (Additional) Liens  
 Yes (Attach Form VTR-267) 30. Electronic Title Request  
 Yes (Cannot check #29) 31. Certified/eTitle Lienholder ID Number (if any): \_\_\_\_\_  
 32. First Lien Date (if any): 02/24/20

13. First Lienholder Name (if any): AMERICAN NATIONAL LEASING  
 Mailing Address: 2732 MIDWESTERN BLDG WICHITA FALLS City: TX State: TX Zip: 76308

14. Check only if applicable:  
 I hold Motor Vehicle Retailer's (Rental) Permit No. \_\_\_\_\_ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c))  
 I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code §152.002(c)). GDN or Lessor Number: \_\_\_\_\_  
**MOTOR VEHICLE TAX STATEMENT**

15. Trade-In (if any) Year: \_\_\_\_\_ Make: \_\_\_\_\_ Vehicle Identification Number: \_\_\_\_\_  
 Yes (Complete) 36. Additional Trade-In(s)  
 Yes

17. Check only if applicable:  
 (a) Sales Price (\$N/A rebate has been deducted) \$ 62078.00  
 (b) Less Trade-in Amount, described in Item 35 above \$ (N/A)  
 (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above \$ (N/A)  
 (d) Taxable Amount (Item a minus Item b or Item c) \$ 62078.00  
 (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ N/A  
 (f) Late Tax Payment Penalty  5% or  10% \$ N/A  
 (g) Tax Paid to \_\_\_\_\_ (STATE) \$ N/A  
 (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ N/A  
**SALES AND USE TAX COMPUTATION**  
 \$90 New Resident Tax - (Previous State) \_\_\_\_\_  
 \$5 Even Trade Tax \_\_\_\_\_  
 \$10 Gift Tax - Use Comptroller Form 14-317 \_\_\_\_\_  
 \$65 Rebuilt Salvage Fee \_\_\_\_\_  
 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) \_\_\_\_\_  
 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) \_\_\_\_\_  
 Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: \_\_\_\_\_  
 \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)

**CERTIFICATION - State law makes falsifying information a third degree felony**

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

Signature(s) of Seller(s), Donor(s), or Trader(s): S. Felts  
 Printed Name(s) (Same as Signature(s)): CALDWELL COUNTRY CHEVROLET Date: 02/24/20  
 Signature of Applicant/Owner: \_\_\_\_\_  
 Printed Name (Same as Signature): ELITS COUNTY Date: 02/24/20  
 Signature(s) of Additional Applicant(s)/Owner(s): \_\_\_\_\_  
 Printed Name(s) (Same as Signature(s)): \_\_\_\_\_ Date: \_\_\_\_\_

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2788C

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

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

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

<u>Model Number</u>	<u>Serial #</u>	EQUIPMENT INFORMATION Item/Description:	<u>Qty</u>	<u>Price</u>
CC15706	1GNLCDEC1LR240700	<b>2020 Chevrolet PPV Tahoe W/ Emergency equipment from CAP Fleet</b>	1	<b>\$62,078.00</b>
<b>TOTAL:</b>				<b>\$62,078.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$46,178.00</b>

mvlooe2788C- Ellis  
County SO

Lessee: Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	3	Base Lease Payment:	\$13,753.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$13,753.00</b>
		<b>Lease End Date:</b>	<b>March 24, 2023</b>

[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: March 24, 2020

Lessor: American National Leasing Company

By: Billy Hughes  
Billy Hughes  
Vice President of Leasing

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

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

**LESSEE'S ACCEPTANCE**

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

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

---

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

Date of Acceptance: March 24, 2020

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
03/24/2020	\$16,000.00
03/24/2021	\$13,753.00
03/24/2022	\$13,753.00
03/24/2023	\$13,753.00
03/24/2023	\$9,000.00

**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. 2788C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

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

To the extent, if any,

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

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

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

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

ELLIS COUNTY, TEXAS AS LESSEE

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

County Judge of Ellis County

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

By:  \_\_\_\_\_  
Vice President of Leasing

QUOTED BY: Billy  
 American National Leasing Company  
 BUSINESS PHONE: 940-397-2457

**ELLIS COUNTY SO**

Tax ID #

**Lease No: ANLC# 2788C**

CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

Acceptance Date:  
 SOURCE: (3) Year Lease

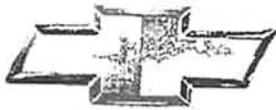
**ELLIS COUNTY SO**

2020 PPV Tahoe Patrol	\$62,078.00
VIN# 1GNLCDEC1LR240700	\$0.00
MARKED	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$62,078.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$46,178.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
03/24/20	0.00	0	0.00	0.00	46,178.00
03/24/21	13,753.00	365	1,842.50	11,910.50	34,267.50
03/24/22	13,753.00	365	1,367.27	12,385.73	21,881.78
03/24/23	13,753.00	365	873.08	12,879.92	9,001.86
03/24/23	9,000.00	0	0.00	9,000.00	1.86

Net Capitalized Cost	46,178.00	<b>\$4,082.86</b>
Interest Rate	3.9900%	
<b>Residual Value</b>	<b>\$1.86</b>	
Rounding Adjustment	(0.86)	
<b>Adjusted Res. Value</b>	<b>\$1.00</b>	



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

Invoice No LR240700

**INVOICE**

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

Date 02/26/2020  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GNLCDECTLR240700	62078.00	62078.00
	TRADE:		
	PLEASE MAIL PAYMENT TO:  CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836  TERMS: NET 30		

**Payment Details**

Cash  
 Check  
 Credit Card

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

Subtotal	62078.00
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>62078.00</b>

Office Use Only  
DEAL# 117684

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

CERTIFICATE OF ORIGIN FOR A VEHICLE

5614



GZD81J

DATE  
02/10/20

INVOICE NO.  
10D98529612

VEHICLE IDENTIFICATION NO.  
1GNLCDEC1LR240700

YEAR  
2020

MAKE  
CHEVROLET

BODY TYPE  
TAHOE 2WD FOUR DOOR SUV

SHIPPING WEIGHT  
5086

H.P. (S.A.E.)      G.V.W.R.  
45.4                  6800

NO. CYLS.  
08

SERIES OR MODEL  
CC15706

N.T.R.  
1/2

P.O. NUMBER STATE-WHITE-30X

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

NAME OF DISTRIBUTOR, DEALER, ETC.

07083 XGPKTW

CALDWELL COUNTRY CHEVROLET

PO BOX 27

CALDWELL

TX 77836-0027

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

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

GENERAL MOTORS LLC

BY:

*Scott K Higley*

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

G83225009

DETROIT

MI 48243-1114

CITY - STATE

GM 521 REV. 10-05

<p>Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of the law that the vehicle is new and has not been registered in this or any state at the time of sale and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.</p> <p>FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:</p> <p><b>FILTS COUNTY</b></p>	
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1	<p>NAME OF PURCHASER(S): <u>101 W MAIN ST STE 205 WAXAHACHIE TX 75150</u></p> <p>ADDRESS: <u>CALDWELL COUNTRY CHEVROLET #48408</u></p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER: <u>TX</u> BY: <u>20 FEB 20</u></p> <p>NAME OF DEALERSHIP: <u>BURLESON</u> DEALER'S LICENSE NUMBER: _____</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20__ <u>S. Kelly</u></p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
	<p>NAME OF PURCHASER(S): _____</p> <p>ADDRESS: _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER: _____ BY: _____</p> <p>NAME OF DEALERSHIP: _____ DEALER'S LICENSE NUMBER: _____</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20__</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	<p>NAME OF PURCHASER(S): _____</p> <p>ADDRESS: _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER: _____ BY: _____</p> <p>NAME OF DEALERSHIP: _____ DEALER'S LICENSE NUMBER: _____</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20__</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	<p>NAME OF PURCHASER(S): _____</p> <p>ADDRESS: _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER: _____ BY: _____</p> <p>NAME OF DEALERSHIP: _____ DEALER'S LICENSE NUMBER: _____</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20__</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
ODOMETER DISCLOSURE FOR RETAIL SALE	<p>Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and / or imprisonment.</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ NO Tenths. <input type="checkbox"/> The mileage stated is in excess of its mechanical limits <input type="checkbox"/> The odometer reading is not the actual mileage.</p> <p>Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____</p> <p>Printed Name(s) of Seller(s) _____ Dealer's No _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20__</p> <p>Signature of Purchaser(s) _____ Notary Public</p> <p>Printed Name of Purchaser(s) _____ State of _____</p> <p>Company Name (if Applicable) _____ County of _____</p> <p>Address of Purchaser(s) _____</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
	<p>1st lien in favor of <u>American National Lending</u></p> <p>whose address is <u>2732 Midwestern PKWY Wichita Falls TX 76308</u></p> <p>2nd lien in favor of _____</p> <p>whose address is _____</p>

GM521 REV. 1-2000



# CALDWELL COUNTRY CHEVROLET

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

## RETAIL PURCHASE AGREEMENT

**CUST#: 240700F**

Purchaser's Name(s): **ELLIS COUNTY**

Deal Number: **117684**

Address: **101 W MAIN ST STE 203 WAXAHACHIE, TX 75156**

Date: **02/26/2020**

Telephone (1): **972-825-5114**

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

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

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

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

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

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

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

YEAR <b>2020</b>	MAKE <b>CHEVROLET</b>	MODEL <b>TAHOE</b>	COLOR <b>WHITE</b>	STOCK NO. <b>240700F</b>
VIN/SERIAL NO. <b>GNLCDCE1LR240700</b>		ODOMETER READING <input type="checkbox"/> Not Accurate <b>5</b>		SALESPERSON <b>AARON WILEY</b>
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		

### WARRANTY STATEMENT

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

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

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

### TRADE-IN VEHICLE INFORMATION

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

### OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

- IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION
- IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT

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

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

CASH PRICE OF VEHICLE	<b>62078.00</b>
OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker	<b>N/A</b>
<b>N/A</b>	<b>N/A</b>
TOTAL SELLING PRICE	<b>62078.00</b>
LESS: TRADE-IN ALLOWANCE	<b>N/A</b>
<b>N/A</b>	<b>N/A</b>
SUBTOTAL	<b>62078.00</b>
<b>N/A</b>	<b>N/A</b>
SALES TAX	<b>N/A</b>
DEALER'S INVENTORY TAX	<b>N/A</b>
<b>N/A</b>	<b>N/A</b>
DOCUMENTARY FEE *	<b>N/A</b>
STATE INSPECTION FEE	<b>N/A</b>
DEPUTY SERVICE FEE	<b>N/A</b>
LICENSE FEE	<b>N/A</b>
TITLE FEE	<b>N/A</b>
<b>N/A</b>	<b>N/A</b>
<b>N/A</b>	<b>N/A</b>
TOTAL DUE	<b>62078.00</b>
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt	<b>N/A</b>
<b>LESS CASH DUE AT DELIVERY</b>	<b>N/A</b>
<b>AMOUNT TO BE FINANCED</b> (See Paragraphs 12 and 17)	<b>62078.00</b>

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

**AMERICAN NATIONAL LEASING**

Purchaser \_\_\_\_\_

Accepted by Authorized Dealership Representative

Purchaser  
**DealerCAP**

CATALOG #8963171  
55777\*1\*CC-FI

© 2015 CDK Global, LLC Texas (01/18)

DEAL# 117684 **Application for Texas Title and/or Registration**

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						<b>TAX OFFICE USE ONLY</b>		
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other:						County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$: _____		
1. Vehicle Identification Number 1GNLDEC1LR240700		2. Year 2020	3. Make CHEVROLET	4. Body Style N/A	5. Model TAHOE	6. Major Color WHITE	7. Minor Color	
8. Texas License Plate No.	9. Odometer Reading (no tenths) 5	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			11. Empty Weight	12. Carrying Capacity (if any)		
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit						14. Applicant Photo ID Number or FEIN/EIN		
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID						<input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> Other Military Status of Forces Photo ID		
16. Applicant First Name (or Entity Name) ELLIS COUNTY		Middle Name	Last Name		Suffix (if any)			
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name		Suffix (if any)			
18. Applicant Mailing Address 101 W MAIN ST STE 203			City WAXAHACHIE	State TX	Zip 75156	19. Owner County of Residence		
20. Previous Owner Name (or Entity Name) CALDWELL COUNTRY CHEVROLET			City CALDWELL	State TX	21. Dealer GDN (if applicable)	22. Unit No. (if applicable)		
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name	Last Name		Suffix (if any)			
24. Renewal Notice Mailing Address (if different)			City	State	Zip			
25. Applicant Phone Number (optional) (972)825-5114		26. Email (optional)			27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)			
28. Vehicle Location Address (if different)			City	State	Zip			
29. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)		30. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #29)	31. Certified/eTitle Lienholder ID Number (if any)			32. First Lien Date (if any) 02/26/20		
33. First Lienholder Name (if any) AMERICAN NATIONAL LEASING		Mailing Address 2732 MIDWESTERN PKWY		City WICHITA FALLS	State TX	Zip 76308		
34. Check only if applicable: <b>MOTOR VEHICLE TAX STATEMENT</b> <input type="checkbox"/> I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____								
35. Trade-In (if any)    Year    Make    Vehicle Identification Number <input type="checkbox"/> Yes (Complete)						36. Additional Trade-In(s) <input type="checkbox"/> Yes		
37. Check only if applicable: <b>SALES AND USE TAX COMPUTATION</b>								
(a) Sales Price (\$ N/A rebate has been deducted)		\$ 02078.00		<input type="checkbox"/> \$90 New Resident Tax - (Previous State)				
(b) Less Trade-in Amount, described in Item 35 above		\$ N/A		<input type="checkbox"/> \$5 Even Trade Tax				
(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above		\$ N/A		<input type="checkbox"/> \$10 Gift Tax - Use Comptroller Form 14-317				
(d) Taxable Amount (Item a minus Item b or Item c)		\$ 02078.00		<input type="checkbox"/> \$65 Rebuilt Salvage Fee				
(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625)		\$ N/A		<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.)				
(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10%		\$ N/A		<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.)				
(g) Tax Paid to _____ (STATE)		\$ N/A		<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because:				
(h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g)		\$ N/A		<input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)				
<b>CERTIFICATION - State law makes falsifying information a third degree felony</b>								
I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable).								
Signature(s) of Seller(s), Donor(s), or Trader(s) 		Printed Name(s) (Same as Signature(s)) CALDWELL COUNTRY CHEVROLET			Date 02/26/20			
Signature of Applicant/Owner		Printed Name (Same as Signature) ELLIS COUNTY			Date 02/26/20			
Signature(s) of Additional Applicant(s)/Owner(s)		Printed Name(s) (Same as Signature(s))			Date			

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2785C

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

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

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

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
CC15706	1GNLCDEC8LR240676	<b>2020 Chevrolet PPV Tahoe W/ Emergency equipment from CAP Fleet</b>	1	<b>\$62,078.00</b>
<b>TOTAL:</b>				<b>\$62,078.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$46,178.00</b>

mvlooe2785C- Ellis  
County SO

Lessee: Please Initial

**GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2785C – ELLIS COUNTY**

2

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

No. of Years:	3	Base Lease Payment:	\$13,753.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$13,753.00</b>
		<b>Lease End Date:</b>	<b>March 24, 2023</b>

**[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: March 24, 2020

Lessor: American National Leasing Company

By: Billy Hughes  
Billy Hughes  
Vice President of Leasing

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

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

**LESSEE'S ACCEPTANCE**

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

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

---

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

Date of Acceptance: March 24, 2020

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

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

**Exhibit A**

**Lease payments**

<u>Payment Date</u>	<u>Lease Payment</u>
03/24/2020	\$16,000.00
03/24/2021	\$13,753.00
03/24/2022	\$13,753.00
03/24/2023	\$13,753.00
03/24/2023	\$9,000.00

**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. 2785C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

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

To the extent, if any,

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

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

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

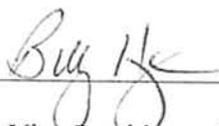
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ELLIS COUNTY, TEXAS AS LESSEE

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

County Judge of Ellis County

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

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

Vice President of Leasing

QUOTED BY: Billy  
 American National Leasing Company  
 BUSINESS PHONE: 940-397-2457

**ELLIS COUNTY SO**

Tax ID #

**Lease No: ANLC# 2785C**

CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

Acceptance Date:  
 SOURCE: (3) Year Lease

**ELLIS COUNTY SO**

2020 PPV Tahoe Patrol	\$62,078.00
VIN# 1GNLCDEC8LR240676	\$0.00
MARKED	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$62,078.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$46,178.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
03/24/20	0.00	0	0.00	0.00	46,178.00
03/24/21	13,753.00	365	1,842.50	11,910.50	34,267.50
03/24/22	13,753.00	365	1,367.27	12,385.73	21,881.78
03/24/23	13,753.00	365	873.08	12,879.92	9,001.86
03/24/23	9,000.00	0	0.00	9,000.00	1.86

Net Capitalized Cost	46,178.00	<b>\$4,082.86</b>
Interest Rate	3.9900%	
Residual Value	\$1.86	
Rounding Adjustment	(0.86)	
<b>Adjusted Res. Value</b>	<b>\$1.00</b>	



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

Invoice No LR240676

**INVOICE**

<b>Customer</b>		<b>Date</b>	
Name	ELLIS COUNTY		02/27/2020
Address	101 W MAIN ST STE 203	Order No.	
City	WAXAHACHIE State TX Zip 75146	Rep	
Phone	(972)825-5114	FOB	

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GNLCDEC8LR240676	62078.00	62078.00
	TRADE:		
	PLEASE MAIL PAYMENT TO: CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836		
	TERMS: NET 30		

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_

CC# \_\_\_\_\_

Expires \_\_\_\_\_

Subtotal	62078.00
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>62078.00</b>

Office Use Only

DEAL# 117677

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

2785

CERTIFICATE OF ORIGIN FOR A VEHICLE

5614



GZD81J

DATE  
02/10/20

INVOICE NO  
10D98530636

VEHICLE IDENTIFICATION NO.  
1GNLCDEC8LR240676

YEAR  
2020

MAKE  
CHEVROLET

BODY TYPE  
TAHOE 2WD FOUR DOOR SUV

SHIPPING WEIGHT  
5086

H.P. (S.A.E.)

G.V.W.R.

NO. CYLS.

SERIES OR MODEL

45.4

6800

08

CC15706

N.T.R.  
1/2

F.O. NUMBER STATE-WHITE-30X

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

NAME OF DISTRIBUTOR, DEALER, ETC.

07083 XGPKTC

CALDWELL COUNTRY CHEVROLET

PO BOX 27

CALDWELL

TX 77836-0027

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

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

GENERAL MOTORS LLC

BY:

*Scott K Higley*

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

DETROIT

MI 48243-1114

CITY - STATE

G83225055

GM 521 REV. 10-05

TRANSFEREE'S SIGNATURE

ELLIS COUNTY  
PRINTED NAME

ELLIS COUNTY  
TRANSFEREE'S NAME

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

WAXAHACHIE  
CITY

TX  
STATE

75156  
ZIP CODE

DealerCAP

59596\*1\*CC-FI

CATALOG # 8964210

(03/17)

<p>Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of the law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:</p>	
DISTRIBUTOR/DEALER ASSIGNMENT NUMBER 1	<p>NAME OF PURCHASER(S) <u>ELLIS COUNTY</u></p> <p>ADDRESS <u>101 W MAIN ST STE 203 WAXAHACHIE TX 75150</u></p> <p>I certify to the best of my knowledge that the odometer reading is <u>24,688</u> No Tenths</p> <p>DEALER <u>CALDWELL COUNTRY CHEVROLET</u> BY <u>[Signature]</u></p> <p>NAME OF DEALERSHIP <u>TX</u> DEALER'S LICENSE NUMBER _____</p> <p>State of <u>BURLESON</u> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this <u>24</u> day of <u>FEB</u> 20<u>20</u></p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTOR/DEALER ASSIGNMENT NUMBER 2	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER _____ BY _____</p> <p>NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20<u>20</u></p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTOR/DEALER ASSIGNMENT NUMBER 3	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER _____ BY _____</p> <p>NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20<u>20</u></p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTOR/DEALER ASSIGNMENT NUMBER 4	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER _____ BY _____</p> <p>NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20<u>20</u></p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
ODOMETER DISCLOSURE FOR RETAIL SALE	<p>Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and/or imprisonment.</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading <u>NO</u> Tenths <input type="checkbox"/> The mileage stated is in excess of its mechanical limit <input type="checkbox"/> The odometer reading is not the actual mileage.</p> <p>Signature of Seller(s) _____ Date of Statement _____ Date of Sale _____</p> <p>Printed Name(s) of Seller(s) _____ Dealer's No _____</p> <p>Signature of Purchaser(s) _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20<u>20</u></p> <p>Printed Name of Purchaser(s) _____ Notary Public</p> <p>Company Name (if Applicable) _____ State of _____</p> <p>Address of Purchaser(s) _____ County of _____</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
LIENHOLDER	<p>1st lien in favor of <u>American National Leasing</u></p> <p>whose address is <u>2732 Midwestern PKWY WICHITA FALLS TX 76308</u></p> <p>2nd lien in favor of _____</p> <p>whose address is _____</p>



# CALDWELL COUNTRY CHEVROLET

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

## RETAIL PURCHASE AGREEMENT

**CUST#: 240676F**

Purchaser's Name(s): ELLIS COUNTY

Deal Number: 117677

Address: 101 W MAIN ST STE 203 WAXAHACHIE, TX 75156

Date: 02/27/2020

Telephone (1): 972-825-5114

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

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

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

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

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

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

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

YEAR <b>2020</b>	MAKE <b>CHEVROLET</b>	MODEL <b>TAHOE</b>	COLOR <b>WHITE</b>	STOCK NO. <b>240676F</b>
VIN/SERIAL NO. <b>1GNLCDEC8LR240676</b>		ODOMETER READING <input type="checkbox"/> Not Accurate		SALESPERSON <b>AARON WILEY</b>
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		

### WARRANTY STATEMENT

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

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

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

### TRADE-IN VEHICLE INFORMATION

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

### OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

- IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION
- IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT

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

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

CASH PRICE OF VEHICLE	62078.00
OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker	N/A
N/A	N/A
TOTAL SELLING PRICE	62078.00
LESS: TRADE-IN ALLOWANCE	N/A
N/A	N/A
SUBTOTAL	62078.00
N/A	N/A
SALES TAX	N/A
DEALER'S INVENTORY TAX	N/A
N/A	N/A
DOCUMENTARY FEE *	N/A
STATE INSPECTION FEE	N/A
DEPUTY SERVICE FEE	N/A
LICENSE FEE	N/A
TITLE FEE	N/A
N/A	N/A
N/A	N/A
TOTAL DUE	62078.00
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt	N/A
LESS CASH DUE AT DELIVERY	N/A
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)	62078.00

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

**AMERICAN NATIONAL LEASING**

Purchaser \_\_\_\_\_

Accepted by Authorized Dealership Representative

Purchaser  
Dealer: CAP

CATALOG #8963171  
55777\*1\*CC-FI

© 2015 CDK Global, LLC Texas (01/16)

DEAL# 117677 **Application for Texas Title and/or Registration**

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						<b>TAX OFFICE USE ONLY</b> County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____		
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____								
1. Vehicle Identification Number	2. Year	3. Make	4. Body Style	5. Model	6. Major Color	7. Minor Color		
1GNLCDEC8LR240676	2020	CHEVROLET	N/A	TAHOE	WHITE			
8. Texas License Plate No.	9. Odometer Reading (no tenths)	10. This is the Actual Mileage unless the mileage is:		11. Empty Weight	12. Carrying Capacity (if any)			
	3	<input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt						
13. Applicant Type			14. Applicant Photo ID Number or FEIN/EIN					
<input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit								
15. ID Type			<input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> Other Military Status of Forces Photo ID					
16. Applicant First Name (or Entity Name)		Middle Name	Last Name	Suffix (if any)				
ELLIS COUNTY								
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name	Suffix (if any)				
18. Applicant Mailing Address			City	State	Zip	19. Owner County of Residence		
101 W MAIN ST STE 203			WAXAHACHIE	TX	75156			
20. Previous Owner Name (or Entity Name)			City	State	21. Dealer GDN (if applicable)	22. Unit No. (if applicable)		
CALDWELL COUNTRY CHEVROLET			CALDWELL	TX				
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name	Last Name	Suffix (if any)				
24. Renewal Notice Mailing Address (if different)			City	State	Zip			
25. Applicant Phone Number (optional)		26. Email (optional)		27. Registration Renewal eReminder				
(972)825-5114				<input type="checkbox"/> Yes (Provide Email in #26)				
28. Vehicle Location Address (if different)			City	State	Zip			
29. Multiple (Additional) Liens		30. Electronic Title Request		31. Certified/eTitle Lienholder ID Number (if any)		32. First Lien Date (if any)		
<input type="checkbox"/> Yes (Attach Form VTR-267)		<input type="checkbox"/> Yes (Cannot check #29)				02/27/20		
33. First Lienholder Name (if any)		Mailing Address	City	State	Zip			
AMERICAN NATIONAL LEASING		2732 MIDWESTERN PKWY	WICHITA FALLS	TX	76308			
34. Check only if applicable: <b>MOTOR VEHICLE TAX STATEMENT</b>								
<input type="checkbox"/> I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____								
35. Trade-in (if any)		Year	Make	Vehicle Identification Number		36. Additional Trade-In(s)		
<input type="checkbox"/> Yes (Complete)						<input type="checkbox"/> Yes		
37. Check only if applicable: <b>SALES AND USE TAX COMPUTATION</b>								
(a) Sales Price (\$ _____ rebate has been deducted) \$ 62078.00 (b) Less Trade-in Amount, described in Item 35 above \$ N/A (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above \$ N/A (d) Taxable Amount (Item a minus Item b or Item c) \$ 62078.00 (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ N/A (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ N/A (g) Tax Paid to _____ (STATE) \$ N/A (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ N/A								
<input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____ <input type="checkbox"/> \$5 Even Trade Tax _____ <input type="checkbox"/> \$10 Gift Tax - Use Comptroller Form 14-317 _____ <input type="checkbox"/> \$65 Rebuilt Salvage Fee _____ <input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____ <input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____ <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____ <input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)								
<b>CERTIFICATION - State law makes falsifying information a third degree felony</b> I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable).								
Signature(s) of Seller(s), Donor(s), or Trader(s)		Printed Name(s) (Same as Signature(s))			Date			
<i>S. Kell</i>		CALDWELL COUNTRY CHEVROLET			02/27/20			
Signature of Applicant/Owner		Printed Name (Same as Signature)			Date			
		ELLIS COUNTY			02/27/20			
Signature(s) of Additional Applicant(s)/Owner(s)		Printed Name(s) (Same as Signature(s))			Date			

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2789C

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

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

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

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
CC15706	1GNLCDEC0LR225752	<b>2020 Chevrolet PPV Tahoe W/ Emergency equipment from CAP Fleet</b>	1	<b>\$62,078.00</b>
<b>TOTAL:</b>				<b>\$62,078.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$46,178.00</b>

mvlooe2789C- Ellis  
County SO

Lessee: Please Initial

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

No. of Years:	3	Base Lease Payment:	\$13,753.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$13,753.00</b>
		<b>Lease End Date:</b>	<b>March 24, 2023</b>

**[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: March 24, 2020

Lessor: American National Leasing Company

By: Billy Hughes  
Billy Hughes  
Vice President of Leasing

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

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

**LESSEE'S ACCEPTANCE**

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

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

---

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

Date of Acceptance: March 24, 2020

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
03/24/2020	\$16,000.00
03/24/2021	\$13,753.00
03/24/2022	\$13,753.00
03/24/2023	\$13,753.00
03/24/2023	\$9,000.00

**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. 2789C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

1. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, Lessor hereby verifies that Lessor and its employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
2. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, Lessor verifies that Lessor and Lessor's employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
3. Funds for payment of this contract have been provided through the Lessee's budget approved by Lessee for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Lessee extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of Lessee that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Lessee (1) fails to provide funding for this contract during the following fiscal year at Lessee, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Lessee may, upon giving the Lessor written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Lessee notifies Lessor in writing of such failure to fund and termination. Lessee shall return the Equipment to Lessor if all Lease payments are not made, at Lessee's expense. There shall be no recourse for Lessor as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
4. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Lessee, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.
5. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Texas Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Lessee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to Lessee whether or not the same are available to the public. It is further understood that Lessee its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Lessee, its officers and employees shall have no liability or obligations to Lessor

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

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

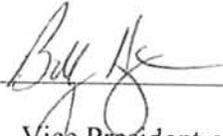
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ELLIS COUNTY, TEXAS AS LESSEE

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

County Jude of Ellis County

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

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

Vice President of Leasing

QUOTED BY: Billy  
 American National Leasing Company  
 BUSINESS PHONE: 940-397-2457

**ELLIS COUNTY SO**

Tax ID #

**Lease No: ANLC# 2789C**

CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

Acceptance Date:  
 SOURCE: (3) Year Lease

**ELLIS COUNTY SO**

2020 PPV Tahoe Patrol	\$62,078.00
VIN# 1GNLCDEC0LR225752	\$0.00
MARKED	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$62,078.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$46,178.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
03/24/20	0.00	0	0.00	0.00	46,178.00
03/24/21	13,753.00	365	1,842.50	11,910.50	34,267.50
03/24/22	13,753.00	365	1,367.27	12,385.73	21,881.78
03/24/23	13,753.00	365	873.08	12,879.92	9,001.86
03/24/23	9,000.00	0	0.00	9,000.00	1.86
Net Capitalized Cost	46,178.00		<b>\$4,082.86</b>		
Interest Rate	3.9900%				
Residual Value	\$1.86				
Rounding Adjustment	(0.86)				
<b>Adjusted Res. Value</b>	<b>\$1.00</b>				



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

Invoice No LR225752

**INVOICE**

<b>Customer</b>		<b>Date</b> <u>02/26/2020</u>	
Name <u>ELLIS COUNTY</u>		Order No. _____	
Address <u>101 W MAIN ST. STE 205</u>		Rep _____	
City <u>WAXAHACHIE</u> State <u>TX</u> Zip <u>75156</u>		FOB _____	
Phone <u>(972)825-5174</u>			

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GNL0DEC0LR225752	62078.00	62078.00
	TRADE:		
	PLEASE MAIL PAYMENT TO:  CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836		
	TERMS: NET 30		

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_

CC# \_\_\_\_\_

Expires \_\_\_\_\_

Subtotal	62078.00
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>62078.00</b>

Office Use Only

DEAL# 117682

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

CERTIFICATE OF ORIGIN FOR A VEHICLE

5614



DATE  
02/10/20

VEHICLE IDENTIFICATION NO.  
1GNLCDECOLR225752

BODY TYPE  
TAHOE 2WD FOUR DOOR SUV

H.P. (S.A.E.)  
45.4

G.V.W.R.  
6800

YEAR  
2020

NO. CYLS  
08

GZD81J

INVOICE NO.  
10D98529349

MAKE  
CHEVROLET

SHIPPING WEIGHT  
5114

SERIES OR MODEL  
CC15706

N.T.R.  
1/2

P.O. NUMBER STATE-25X

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

NAME OF DISTRIBUTOR, DEALER, ETC.

07083 XFHDD3

CALDWELL COUNTRY CHEVROLET

PO BOX 27

CALDWELL

TX 77836-0027

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

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

GENERAL MOTORS LLC

BY:

*Scott K Higley*

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

DETROIT

MI 48243-1114

CITY - STATE

683225000

GM 521 REV. 10-05

X  
TRANSFEREE'S SIGNATURE

ELLIS COUNTY  
PRINTED NAME

ELLIS COUNTY  
TRANSFEREE'S NAME

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

WAXAHACHIE  
CITY

TX  
STATE

75156  
ZIP CODE

59596\*1\*CC-FI

CATALOG # 8964210

DealerCAP

(03/17)

8510044765 RR DONNELLEY 02/10

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

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

**DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1**

NAME OF PURCHASER(S) ELLIS COUNTY

ADDRESS 101 W MAIN ST STE 203 WAXAHACHIE TX 75156

I certify to the best of my knowledge that the odometer reading is \_\_\_\_\_

DEALER CALDWELL COUNTRY CHEVROLET P48408 BY Stacy No Tenhs

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

State of TX Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 2008

County of BURLESON \_\_\_\_\_ Notary Public

**DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2**

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

ADDRESS \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is \_\_\_\_\_

DEALER \_\_\_\_\_ BY \_\_\_\_\_ No Tenhs

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

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

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

**DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3**

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

ADDRESS \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is \_\_\_\_\_

DEALER \_\_\_\_\_ BY \_\_\_\_\_ No Tenhs

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

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

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

**DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4**

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

ADDRESS \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is \_\_\_\_\_

DEALER \_\_\_\_\_ BY \_\_\_\_\_ No Tenhs

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

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

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

**ODOMETER DISCLOSURE FOR RETAIL SALE**

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

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading \_\_\_\_\_

NO Tenhs  The mileage stated is in excess of its mechanical limits  The odometer reading is not the actual mileage

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

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

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

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

Company Name (if Applicable) \_\_\_\_\_

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

State of \_\_\_\_\_ Notary Public

County of \_\_\_\_\_

**LIENHOLDER**

1st lien in favor of American National Ceasins

whose address is 2732 Midwestern PKWY WICHITA FALLS TX 76308

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

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

Customer's Name: ELLIS COUNTY

Deal/Stock No.: 225752F

### ODOMETER DISCLOSURE STATEMENT

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

I, CALDWELL COUNTRY CHEVROLET (transferor's name, Print) state that the odometer now reads 3 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

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

MAKE <b>CHEVROLET</b>	MODEL <b>TAHOE</b>	BODY TYPE
VEHICLE IDENTIFICATION NUMBER <b>1GNLCDEC0LR225752</b>		YEAR <b>2020</b>

X S. Bell  
TRANSFEROR'S SIGNATURE

**CALDWELL COUNTRY CHEVROLET**  
PRINTED NAME

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

**CALDWELL**  
CITY

**TX**  
STATE

**77836**  
ZIP CODE

**02/26/2020**  
DATE OF STATEMENT

X  
TRANSFEREE'S SIGNATURE

**ELLIS COUNTY**  
PRINTED NAME

**ELLIS COUNTY**  
TRANSFEREE'S NAME

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

**WAXAHACHIE**  
CITY

**TX**  
STATE

**75156**  
ZIP CODE

# CALDWELL COUNTRY CHEVROLET

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

## RETAIL PURCHASE AGREEMENT

**CUST#: 225752F**

Purchaser's Name(s): ELLIS COUNTY

Deal Number: 117682

Address: 101 W MAIN ST STE 203 WAXAHACHIE, TX 75156

Date: 02/26/2020

Telephone (1): 972-825-5114

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

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

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

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

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

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

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

YEAR <b>2020</b>	MAKE <b>CHEVROLET</b>	MODEL <b>TAHOE</b>	COLOR <b>WHITE</b>	STOCK NO. <b>225752F</b>
VIN/SERIAL NO <b>1GNLDC0LR225752</b>		ODOMETER READING <input type="checkbox"/> Not Accurate		SALESPERSON <b>AARON WILEY</b>
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		

### WARRANTY STATEMENT

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

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

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

### TRADE-IN VEHICLE INFORMATION

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

### OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

- IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION
- IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT

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

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

CASH PRICE OF VEHICLE	62078.00
OPTIONAL ACCESSORIES <input type="checkbox"/> See attached Addendum Sticker	N/A
N/A	N/A
TOTAL SELLING PRICE	62078.00
LESS: TRADE-IN ALLOWANCE	N/A
N/A	N/A
SUBTOTAL	62078.00
N/A	N/A
SALES TAX	N/A
DEALER'S INVENTORY TAX	N/A
N/A	N/A
DOCUMENTARY FEE *	N/A
STATE INSPECTION FEE	N/A
DEPUTY SERVICE FEE	N/A
LICENSE FEE	N/A
TITLE FEE	N/A
N/A	N/A
N/A	N/A
TOTAL DUE	62078.00
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt	N/A
LESS CASH DUE AT DELIVERY	N/A
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)	62078.00

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

**AMERICAN NATIONAL LEASING**

Purchaser \_\_\_\_\_  
Purchaser \_\_\_\_\_  
Dealer **CAP**

  
Accepted by Authorized Dealership Representative

DEAL# 117682 **Application for Texas Title and/or Registration**

Applying for (please check one):  
 Title & Registration    Title Only    Registration Purposes Only    Nontitle Registration

For a corrected title or registration, check reason:  
 Vehicle Description    Add/Remove Lien    Other:

**TAX OFFICE USE ONLY**  
 County: \_\_\_\_\_  
 Doc #: \_\_\_\_\_  
 SPV    Appraisal Value \$: \_\_\_\_\_

1. Vehicle Identification Number: 1GNLCDECOLR225752  
 2. Year: 2020  
 3. Make: CHEVROLET  
 4. Body Style: N/A  
 5. Model: TAHOE  
 6. Major Color: WHITE  
 7. Minor Color: \_\_\_\_\_  
 8. Texas License Plate No.: \_\_\_\_\_  
 9. Odometer Reading (no tenths): 3  
 10. This Is the Actual Mileage unless the mileage is:  
 Not Actual    Exceeds Mechanical Limits    Exempt  
 11. Empty Weight: \_\_\_\_\_  
 12. Carrying Capacity (if any): \_\_\_\_\_

13. Applicant Type  
 Individual    Business    Government    Trust    Non-Profit  
 14. Applicant Photo ID Number or FEIN/EIN: \_\_\_\_\_  
 15. ID Type  
 U.S. Driver License/ID Card (issued by: \_\_\_\_\_)  
 Passport (issued by: \_\_\_\_\_)  
 U.S. Citizenship & Immigration Services/DOJ ID  
 NATO ID    U.S. Dept. of State ID  
 U.S. Military ID    U.S. Dept. of Homeland Security ID  
 Other Military Status of Forces Photo ID

16. Applicant First Name (or Entity Name): ELLIS COUNTY  
 Middle Name: \_\_\_\_\_  
 Last Name: \_\_\_\_\_  
 Suffix (if any): \_\_\_\_\_  
 17. Additional Applicant First Name (if applicable): \_\_\_\_\_  
 Middle Name: \_\_\_\_\_  
 Last Name: \_\_\_\_\_  
 Suffix (if any): \_\_\_\_\_

18. Applicant Mailing Address: 101 W MAIN ST STE 203  
 City: WAXAHACHIE   State: TX   Zip: 75156  
 19. Owner County of Residence: \_\_\_\_\_

20. Previous Owner Name (or Entity Name): CALDWELL COUNTRY CHEVROLET  
 City: CALDWELL   State: TX  
 21. Dealer GDN (if applicable): \_\_\_\_\_  
 22. Unit No. (if applicable): \_\_\_\_\_

23. Renewal Recipient First Name (or Entity Name) (if different): \_\_\_\_\_  
 Middle Name: \_\_\_\_\_  
 Last Name: \_\_\_\_\_  
 Suffix (if any): \_\_\_\_\_  
 24. Renewal Notice Mailing Address (if different): \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Zip: \_\_\_\_\_

25. Applicant Phone Number (optional): (972) 825-5114  
 26. Email (optional): \_\_\_\_\_  
 27. Registration Renewal eReminder  
 Yes (Provide Email in #26)  
 28. Vehicle Location Address (if different): \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Zip: \_\_\_\_\_

29. Multiple (Additional) Liens  
 Yes (Attach Form VTR-267)  
 30. Electronic Title Request  
 Yes (Cannot check #29)  
 31. Certified/eTitle Lienholder ID Number (if any): \_\_\_\_\_  
 32. First Lien Date (if any): 02/26/20

33. First Lienholder Name (if any): AMERICAN NATIONAL LEASING  
 Mailing Address: 2732 MIDWESTERN PKWY  
 City: WICHITA FALLS   State: TX   Zip: 76308

34. Check only if applicable:  
 I hold Motor Vehicle Retailer's (Rental) Permit No. \_\_\_\_\_ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c))  
 I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number: \_\_\_\_\_

35. Trade-In (if any)  
 Yes (Complete)  
 Year: \_\_\_\_\_ Make: \_\_\_\_\_ Vehicle Identification Number: \_\_\_\_\_  
 36. Additional Trade-In(s)  
 Yes

37. Check only if applicable:  
 (a) Sales Price (\$ N/A rebate has been deducted) \$ 62078.00  
 (b) Less Trade-in Amount, described in Item 35 above \$ ( N/A )  
 (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above \$ ( N/A )  
 (d) Taxable Amount (Item a minus Item b or Item c) \$ 62078.00  
 (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ N/A  
 (f) Late Tax Payment Penalty  5% or  10% \$ N/A  
 (g) Tax Paid to \_\_\_\_\_ (STATE) \$ N/A  
 (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ N/A

**SALES AND USE TAX COMPUTATION**  
 \$90 New Resident Tax - (Previous State) \_\_\_\_\_  
 \$5 Even Trade Tax \_\_\_\_\_  
 \$10 Gift Tax - Use Comptroller Form 14-317 \_\_\_\_\_  
 \$65 Rebuilt Salvage Fee \_\_\_\_\_  
 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) \_\_\_\_\_  
 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) \_\_\_\_\_  
 Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: \_\_\_\_\_  
 \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)

**CERTIFICATION - State law makes falsifying information a third degree felony**

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

Signature(s) of Seller(s), Donor(s), or Trader(s): S. Caldwell  
 Printed Name(s) (Same as Signature(s)): CALDWELL COUNTRY CHEVROLET  
 Date: 02/26/20

Signature of Applicant/Owner: \_\_\_\_\_  
 Printed Name (Same as Signature): ELLIS COUNTY  
 Date: 02/26/20

Signature(s) of Additional Applicant(s)/Owner(s): \_\_\_\_\_  
 Printed Name(s) (Same as Signature(s)): \_\_\_\_\_  
 Date: \_\_\_\_\_

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2786C

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

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

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

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
CC15706	1GNLCDEC0LR223998	<b>2020 Chevrolet PPV Tahoe W/ Emergency equipment from CAP Fleet</b>	1	<b>\$62,078.00</b>
<b>TOTAL:</b>				<b>\$62,078.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$46,178.00</b>

mvlooe2786C- Ellis  
 County SO  
 \_\_\_\_\_  
 Lessee: Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	3	Base Lease Payment:	\$13,753.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$13,753.00</b>
		<b>Lease End Date:</b>	<b>March 24, 2023</b>

[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: March 24, 2020

Lessor: American National Leasing Company

By: Billy Hughes  
Billy Hughes  
Vice President of Leasing

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

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

**LESSEE'S ACCEPTANCE**

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

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

---

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

Date of Acceptance: March 24, 2020

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
03/24/2020	\$16,000.00
03/24/2021	\$13,753.00
03/24/2022	\$13,753.00
03/24/2023	\$13,753.00
03/24/2023	\$9,000.00

**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. 2786C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

1. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, Lessor hereby verifies that Lessor and its employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
2. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, Lessor verifies that Lessor and Lessor's employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
3. Funds for payment of this contract have been provided through the Lessee's budget approved by Lessee for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Lessee extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of Lessee that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Lessee (1) fails to provide funding for this contract during the following fiscal year at Lessee, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Lessee may, upon giving the Lessor written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Lessee notifies Lessor in writing of such failure to fund and termination. Lessee shall return the Equipment to Lessor if all Lease payments are not made, at Lessee's expense. There shall be no recourse for Lessor as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
4. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Lessee, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.
5. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Texas Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Lessee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to Lessee whether or not the same are available to the public. It is further understood that Lessee its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Lessee, its officers and employees shall have no liability or obligations to Lessor

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

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

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

ELLIS COUNTY, TEXAS AS LESSEE

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

County Judge of Ellis County

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

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

Vice President of Leasing

QUOTED BY: Billy  
 American National Leasing Company  
 BUSINESS PHONE: 940-397-2457

**ELLIS COUNTY SO**

Tax ID #

**Lease No: ANLC# 2786C**

CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

Acceptance Date:  
 SOURCE: (3) Year Lease

**ELLIS COUNTY SO**

2020 PPV Tahoe Patrol	\$62,078.00
VIN# 1GNLCDEC0LR223998	\$0.00
MARKED	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$62,078.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$46,178.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
03/24/20	0.00	0	0.00	0.00	46,178.00
03/24/21	13,753.00	365	1,842.50	11,910.50	34,267.50
03/24/22	13,753.00	365	1,367.27	12,385.73	21,881.78
03/24/23	13,753.00	365	873.08	12,879.92	9,001.86
03/24/23	9,000.00	0	0.00	9,000.00	1.86

Net Capitalized Cost	46,178.00	<b>\$4,082.86</b>
Interest Rate	3.9900%	
Residual Value	\$1.86	
Rounding Adjustment	(0.86)	
<b>Adjusted Res. Value</b>	<b>\$1.00</b>	



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

Invoice No LR223998

**INVOICE**

<b>Customer</b>		<b>Date</b> 02/27/2020	
Name <u>ELLIS COUNTY</u>		Order No. _____	
Address <u>107 W MAIN ST STE 203</u>		Rep _____	
City <u>WAXAHACHIE</u>	State <u>TX</u>	Zip <u>75156</u>	
Phone <u>(972)825-5114</u>		FOB _____	

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GNLCECOLR223998	62078.00	62078.00
	TRADE:		
	PLEASE MAIL PAYMENT TO:  CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836		
	TERMS: NET 30		

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_

CC# \_\_\_\_\_

Expires \_\_\_\_\_

Subtotal	62078.00
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>62078.00</b>

Office Use Only

DEAL# 117679

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

CERTIFICATE OF ORIGIN FOR A VEHICLE

5614



GZD81J

DATE  
02/10/20

INVOICE NO.  
10D98529331

VEHICLE IDENTIFICATION NO.  
1GNLDCOLR223998

YEAR  
2020

MAKE  
CHEVROLET

BODY TYPE  
TAHOE 2WD FOUR DOOR SUV

SHIPPING WEIGHT  
5114

H.P. (S.A.E.)  
45.4

G.V.W.R.  
6800

NO. CYLS  
08

SERIES OR MODEL  
CC15706

N.T.R.  
1/2

P.O. NUMBER STATE-25X

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

NAME OF DISTRIBUTOR, DEALER, ETC.

07083 XFHDDZ

CALDWELL COUNTRY CHEVROLET

PO BOX 27

CALDWELL

TX 77836-0027

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

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

GENERAL MOTORS LLC

BY:

*Scott K Higley*

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

DETROIT

MI 48243-1114

CITY - STATE

G83224999

GM 521 REV. 10-05

851004765 RR, DOWNWELLEY 021C

	Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of the law that the vehicle is new and has not been registered in any or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle. <b>FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE BACK OF THIS CERTIFICATE TO:</b>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S) <u>ELLIS COUNTY</u> ADDRESS <u>101 W MAIN ST STE 203 WAXAHACHIE TX 75156</u> I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER <u>CALDWELL COUNTRY CHEVROLET</u> DEALER'S LICENSE NUMBER <u>P48498</u> BY <u>S. K. W.</u> NAME OF DEALERSHIP DEALER'S LICENSE NUMBER State of <u>TX</u> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of <u>BURLESON</u> Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ NAME OF DEALERSHIP DEALER'S LICENSE NUMBER State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ NAME OF DEALERSHIP DEALER'S LICENSE NUMBER State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ NAME OF DEALERSHIP DEALER'S LICENSE NUMBER State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
ODMETER DISCLOSURE FOR RETAIL SALE	Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and/or imprisonment. I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ NO tenths. <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. <b>WARNING ODOMETER DISCREPANCY</b> Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____ Printed Name(s) of Seller(s) _____ Dealer's No. _____ Signature of Purchaser(s) _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ Printed Name of Purchaser(s) _____ Notary Public Company Name (if Applicable) _____ State of _____ Address of Purchaser(s) _____ County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
LIENHOLDER	1st lien in favor of <u>2732 Midwestern Pkwy Wichita Falls TX 76308</u> whose address is <u>American National Leasing</u> 2nd lien in favor of _____ whose address is _____

GM521 REV. 1-2000

JON HILDEBRAND'S  
**CALDWELL COUNTRY CHEVROLET**

800 HWY 21 E - PO BOX 27 - CALDWELL, TX 77836  
979-567-1500 - [www.caldwellcountry.com](http://www.caldwellcountry.com)

Affidavit of Fact:

Yr 2020 Make Chevrolet Body Tahoe

VIN# 1GNLCDECOLR223998 Title# \_\_\_\_\_

I, Stephanie Kelley state the following:

( ) This is to certify that \_\_\_\_\_ & \_\_\_\_\_ is one and the same person.

( ) Name change due to \_\_\_\_\_ marriage, or \_\_\_\_\_ divorce.

( ) Title signed in error: \_\_\_\_\_

( ) Assignment of title should have been to:

Name \_\_\_\_\_

Address \_\_\_\_\_

Date of Sale \_\_\_\_\_

( ) This is to certify that the previous mileage on the Certificate of Origin &/or Title was in error and that the correct mileage at time of present sale is \_\_\_\_\_

K) Typographical error:

The Lien holder name should read American National Leasing 2732 Midwestern Pkwy Wichita Falls TX 76308

( ) Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**No Fraud Intended**

Signature S. Kelley

Date 03/03/2020



# CALDWELL COUNTRY CHEVROLET

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

## RETAIL PURCHASE AGREEMENT

**CUST#: 223998F**

Purchaser's Name(s): ELLIS COUNTY

Deal Number: 117679

Address: 101 W MAIN ST STE 203 WAXAHACHIE, TX 75156

Date: 02/27/2020

Telephone (1): 972-825-5114

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

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

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

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

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

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

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

YEAR <b>2020</b>	MAKE <b>CHEVROLET</b>	MODEL <b>TAHOE</b>	COLOR <b>WHITE</b>	STOCK NO. <b>223998F</b>
VIN/SERIAL NO. <b>1GNLCDEC0LR223998</b>		ODOMETER READING <input type="checkbox"/> Not Accurate <b>3</b>		SALESPERSON <b>AARON WILEY</b>
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		

### WARRANTY STATEMENT

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

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

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

### TRADE-IN VEHICLE INFORMATION

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

### OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

- IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION  
 IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT

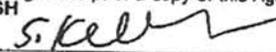
**Dealer's Inventory Tax:** The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required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

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

CASH PRICE OF VEHICLE	62078.00
OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker	N/A
N/A	N/A
TOTAL SELLING PRICE	62078.00
LESS: TRADE-IN ALLOWANCE	N/A
N/A	N/A
SUBTOTAL	62078.00
N/A	N/A
SALES TAX	N/A
DEALER'S INVENTORY TAX	N/A
N/A	N/A
DOCUMENTARY FEE *	N/A
STATE INSPECTION FEE	N/A
DEPUTY SERVICE FEE	N/A
LICENSE FEE	N/A
TITLE FEE	N/A
N/A	N/A
N/A	N/A
TOTAL DUE	62078.00
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT if Deposit, see Deposit Receipt	N/A
LESS CASH DUE AT DELIVERY	N/A
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)	62078.00

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

Purchaser \_\_\_\_\_

CASH  
  
 Accepted by Authorized Dealership Representative

Purchaser \_\_\_\_\_

DealerCAP

CATALOG #8963171  
55777\*1\*CC-FI

© 2015 CDK Global, LLC Texas (01/16)

DEAL# 117679 **Application for Texas Title and/or Registration**

Applying for (please check one):

Title & Registration  Title Only  Registration Purposes Only  Nontitle Registration

or a corrected title or registration, check reason:

Vehicle Description  Add/Remove Lien  Other:

TAX OFFICE USE ONLY

County:

Doc #:

SPV  Appraisal Value \$

Vehicle Identification Number

1GNLDCOLR223998

2. Year  
2020

3. Make  
CHEVROLET

4. Body Style  
N/A

5. Model  
TAHOE

6. Major Color  
WHITE

7. Minor Color

Texas License Plate No.

9. Odometer Reading (no tenths)  
3

10. This is the Actual Mileage unless the mileage is:  
 Not Actual  Exceeds Mechanical Limits  Exempt

11. Empty Weight

12. Carrying Capacity (if any)

3. Applicant Type

Individual  Business  Government  Trust  Non-Profit

14. Applicant Photo ID Number or FEIN/EIN

5. ID Type

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

6. Applicant First Name (or Entity Name)

ELLIS COUNTY Middle Name Last Name Suffix (if any)

7. Additional Applicant First Name (if applicable)

Middle Name Last Name Suffix (if any)

8. Applicant Mailing Address

101 W MAIN ST STE 203 City: WAXAHACHIE State: TX Zip: 75156

19. Owner County of Residence

0. Previous Owner Name (or Entity Name)

CALDWELL COUNTRY CHEVROLET City: CALDWELL State: TX

21. Dealer GDN (if applicable)

22. Unit No. (if applicable)

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

Middle Name Last Name Suffix (if any)

4. Renewal Notice Mailing Address (if different)

City State Zip

5. Applicant Phone Number (optional)

(972) 825-5114

26. Email (optional)

27. Registration Renewal eReminder

Yes (Provide Email in #26)

8. Vehicle Location Address (if different)

City State Zip

9. Multiple (Additional) Liens

Yes (Attach Form VTR-267)

30. Electronic Title Request

Yes (Cannot check #29)

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

32. First Lien Date (if any)

3. First Lienholder Name (if any)

Mailing Address City State Zip

14. Check only if applicable:

I hold Motor Vehicle Retailer's (Rental) Permit No. \_\_\_\_\_ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c))  
 I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)), GDN or Lessor Number \_\_\_\_\_

15. Trade-in (if any)

Year Make Vehicle Identification Number

Yes (Complete)

36. Additional Trade-In(s)

Yes

17. Check only if applicable:

(a) Sales Price (\$ N/A rebate has been deducted) \$ 62078.00  
 (b) Less Trade-in Amount, described in Item 35 above \$ N/A  
 (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above \$ N/A  
 (d) Taxable Amount (Item a minus Item b or Item c) \$ 62078.00  
 (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ N/A  
 (f) Late Tax Payment Penalty  5% or  10% \$ N/A  
 (g) Tax Paid to \_\_\_\_\_ (STATE) \$ N/A  
 (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ N/A

SALES AND USE TAX COMPUTATION

\$90 New Resident Tax - (Previous State) \_\_\_\_\_  
 \$5 Even Trade Tax \_\_\_\_\_  
 \$10 Gift Tax - Use Comptroller Form 14-317 \_\_\_\_\_  
 \$65 Rebuilt Salvage Fee \_\_\_\_\_  
 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) \_\_\_\_\_  
 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) \_\_\_\_\_  
 Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: \_\_\_\_\_  
 \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)

CERTIFICATION - State law makes falsifying information a third degree felony

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

S. Bell  
Signature(s) of Seller(s), Donor(s), or Trader(s)

CALDWELL COUNTRY CHEVROLET 02/27/20

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

Signature of Applicant/Owner

ELLIS COUNTY 02/27/20

Printed Name (Same as Signature) Date

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

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

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2786C

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

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

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

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
CC15706	1GNLCDEC0LR223998	<b>2020 Chevrolet PPV Tahoe W/ Emergency equipment from CAP Fleet</b>	1	<b>\$62,078.00</b>
<b>TOTAL:</b>				<b>\$62,078.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$46,178.00</b>

mvlooe2786C- Ellis  
County SO

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

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

No. of Years:	3	Base Lease Payment:	\$13,753.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$13,753.00</b>
		<b>Lease End Date:</b>	<b>March 24, 2023</b>

**[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: March 24, 2020

Lessor: American National Leasing Company

By: Billy Hughes  
Billy Hughes  
Vice President of Leasing

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

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

**LESSEE'S ACCEPTANCE**

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

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

---

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

Date of Acceptance: March 24, 2020

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
03/24/2020	\$16,000.00
03/24/2021	\$13,753.00
03/24/2022	\$13,753.00
03/24/2023	\$13,753.00
03/24/2023	\$9,000.00

## 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. 2786C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

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

To the extent, if any,

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

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

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

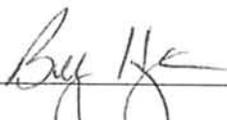
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ELLIS COUNTY, TEXAS AS LESSEE

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

County Judge of Ellis County

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

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

Vice-President of Leasing

QUOTED BY: Billy  
 American National Leasing Company  
 BUSINESS PHONE: 940-397-2457

**ELLIS COUNTY SO**

Tax ID #

**Lease No: ANLC# 2786C**

CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

Acceptance Date:  
 SOURCE: (3) Year Lease

**ELLIS COUNTY SO**

2020 PPV Tahoe Patrol	\$62,078.00
VIN# 1GNLCDEC0LR223998	\$0.00
MARKED	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$62,078.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$46,178.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
03/24/20	0.00	0	0.00	0.00	46,178.00
03/24/21	13,753.00	365	1,842.50	11,910.50	34,267.50
03/24/22	13,753.00	365	1,367.27	12,385.73	21,881.78
03/24/23	13,753.00	365	873.08	12,879.92	9,001.86
03/24/23	9,000.00	0	0.00	9,000.00	1.86

Net Capitalized Cost	46,178.00	<b>\$4,082.86</b>
Interest Rate	3.9900%	
Residual Value	\$1.86	
Rounding Adjustment	(0.86)	
<b>Adjusted Res. Value</b>	<b>\$1.00</b>	



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

Invoice No LR223998

**INVOICE**

<b>Customer</b>		<b>Date</b> 02/27/2020	
Name <u>ELLIS COUNTY</u>		Order No. _____	
Address <u>101 W MAIN ST STE 203</u>		Rep _____	
City <u>WAXAHACHIE</u>	State <u>TX</u>	Zip <u>75156</u>	
Phone <u>9721825-5114</u>		FOB _____	

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GNLCECOLR223998	62078.00	62078.00
	TRADE:		
	PLEASE MAIL PAYMENT TO:  CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836		
	TERMS: NET 30		

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_

CC# \_\_\_\_\_

Expires \_\_\_\_\_

Subtotal	62078.00
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>62078.00</b>

Office Use Only

DEAL# 117679

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

CERTIFICATE OF ORIGIN FOR A VEHICLE

5614



GZD81J

DATE  
02/10/20

INVOICE NO.  
10D98529331

VEHICLE IDENTIFICATION NO.  
1GNLCDECOLR223998

YEAR  
2020

MAKE  
CHEVROLET

BODY TYPE  
TAHOE 2WD FOUR DOOR SUV

SHIPPING WEIGHT  
5114

H.P. (S.A.E.)  
45.4

G.V.W.R.  
6800

NO. CYLS  
08

SERIES OR MODEL  
CC15706

N.T.R.  
1/2

P.O. NUMBER STATE-25X

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

NAME OF DISTRIBUTOR, DEALER, ETC.

07083 XFHDDZ

CALDWELL COUNTRY CHEVROLET

PO BOX 27

CALDWELL

TX 77836-0027

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

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

GENERAL MOTORS LLC

BY: *Scott K Higley*

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

DETROIT

MI 48243-1114

CITY - STATE

G83224999

GM 521 REV. 10-05

8510044785 RR DONNELLEY 0210

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

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

DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S) <u>ELLIS COUNTY</u> ADDRESS <u>101 W MAIN ST STE 203 WAXAHACHIE TX 75156</u> I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER <u>CALDWELL COUNTRY CHEVROLET</u> P48498 BY _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small> State of <u>TX</u> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of <u>BURLESON</u> Notary Public <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small>
	NAME OF PURCHASER(S) _____ ADDRESS _____ No Tenths I certify to the best of my knowledge that the odometer reading is _____ DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____ ADDRESS _____ No Tenths I certify to the best of my knowledge that the odometer reading is _____ DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____ ADDRESS _____ No Tenths I certify to the best of my knowledge that the odometer reading is _____ DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S) _____ ADDRESS _____ No Tenths I certify to the best of my knowledge that the odometer reading is _____ DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small>
ODD-METER DISCLOSURE FOR RETAIL SALE	Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and/or imprisonment. I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ NO tenths. <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. <b>WARNING ODOMETER DISCREPANCY</b> Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____ Printed Name(s) of Seller(s) _____ Dealer's No. _____ Signature of Purchaser(s) _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ Printed Name of Purchaser(s) _____ Notary Public Company Name (if Applicable) _____ Address of Purchaser(s) _____ <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small>
LIENHOLDER	1st lien in favor of <u>2732 Midwestern Pkwy Wichita Falls TX 76305</u> whose address is <u>American National Leasing</u> 2nd lien in favor of _____ whose address is _____

GM521 REV. 1-2000

JON HILDEBRAND'S  
**CALDWELL COUNTRY CHEVROLET**

800 HWY 21 E - PO BOX 27 - CALDWELL, TX 77836  
979-567-1500 - [www.caldwellcountry.com](http://www.caldwellcountry.com)

Affidavit of Fact:

Yr 2020 Make Chevrolet Body Tahoe

VIN# 1GNLCDECOLR223998 Title# \_\_\_\_\_

I, Stephanie Kelley state the following:

( ) This is to certify that \_\_\_\_\_ & \_\_\_\_\_ is one and the same person.

( ) Name change due to \_\_\_\_\_ marriage, or \_\_\_\_\_ divorce.

( ) Title signed in error: \_\_\_\_\_

( ) Assignment of title should have been to:

Name \_\_\_\_\_

Address \_\_\_\_\_

Date of Sale \_\_\_\_\_

( ) This is to certify that the previous mileage on the Certificate of Origin &/or Title was in error and that the correct mileage at time of present sale is \_\_\_\_\_

K) Typographical error:

The Lien holder name should read American National Leasing 2732 Midwestern Pkwy Wichita Falls TX 76308

( ) Other: \_\_\_\_\_

**No Fraud Intended**

Signature S. Kelley

Date 03/03/2020



# CALDWELL COUNTRY CHEVROLET

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

## RETAIL PURCHASE AGREEMENT

**CUST#: 223998F**

Purchaser's Name(s): ELLIS COUNTY

Deal Number: 117679

Address: 101 W MAIN ST STE 203 WAXAHACHIE, TX 75156

Date: 02/27/2020

Telephone (1): 972-825-5114

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

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

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

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

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

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

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

YEAR 2020	MAKE CHEVROLET	MODEL TAHOE	COLOR WHITE	STOCK NO. 223998F
VIN/SERIAL NO. 1GNLCDEC0LR223998		ODOMETER READING <input type="checkbox"/> Not Accurate		SALESPERSON AARON WILEY
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		

### WARRANTY STATEMENT

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

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

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

### TRADE-IN VEHICLE INFORMATION

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

### OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

- IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION
- IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT

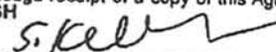
**Dealer's Inventory Tax:** The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required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

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

CASH PRICE OF VEHICLE	62078.00
OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker	N/A
N/A	N/A
TOTAL SELLING PRICE	62078.00
LESS: TRADE-IN ALLOWANCE	N/A
N/A	N/A
SUBTOTAL	62078.00
N/A	N/A
SALES TAX	N/A
DEALER'S INVENTORY TAX	N/A
N/A	N/A
DOCUMENTARY FEE *	N/A
STATE INSPECTION FEE	N/A
DEPUTY SERVICE FEE	N/A
LICENSE FEE	N/A
TITLE FEE	N/A
N/A	N/A
N/A	N/A
TOTAL DUE	62078.00
<input type="checkbox"/> DEPOSIT, <input type="checkbox"/> DOWN PAYMENT if Deposit, see Deposit Receipt	N/A
LESS CASH DUE AT DELIVERY	N/A
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)	62078.00

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

Purchaser \_\_\_\_\_

CASH  
  
Accepted by Authorized Dealership Representative

Purchaser \_\_\_\_\_

DealerCAP

DEAL# 117679 **Application for Texas Title and/or Registration**

Applying for (please check one):

Title & Registration  Title Only  Registration Purposes Only  Nontitle Registration

or a corrected title or registration, check reason:

Vehicle Description  Add/Remove Lien  Other:

TAX OFFICE USE ONLY

County:

Doc #:

SPV  Appraisal Value \$

1. Vehicle Identification Number: 1GNLCECOLR223998  
 2. Year: 2020  
 3. Make: CHEVROLET  
 4. Body Style: N/A  
 5. Model: TAHOE  
 6. Major Color: WHITE  
 7. Minor Color:

8. Texas License Plate No.:  
 9. Odometer Reading (no tenths): 3  
 10. This is the Actual Mileage unless the mileage is:  
 Not Actual  Exceeds Mechanical Limits  Exempt  
 11. Empty Weight  
 12. Carrying Capacity (if any)

3. Applicant Type  
 Individual  Business  Government  Trust  Non-Profit  
 14. Applicant Photo ID Number or FEIN/EIN

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

6. Applicant First Name (or Entity Name): ELLIS COUNTY  
 Middle Name: Last Name: Suffix (if any):

7. Additional Applicant First Name (if applicable): Middle Name: Last Name: Suffix (if any):

8. Applicant Mailing Address: 101 W MAIN ST STE 203  
 City: WAXAHACHIE State: TX Zip: 75156  
 19. Owner County of Residence:

9. Previous Owner Name (or Entity Name): CALDWELL COUNTRY CHEVROLET  
 City: CALDWELL State: TX  
 21. Dealer GDN (if applicable): 22. Unit No. (if applicable):

3. Renewal Recipient First Name (or Entity Name) (if different): Middle Name: Last Name: Suffix (if any):

4. Renewal Notice Mailing Address (if different): City: State: Zip:

5. Applicant Phone Number (optional): (972) 825-5114  
 26. Email (optional):  
 27. Registration Renewal eReminder  
 Yes (Provide Email in #26)

8. Vehicle Location Address (if different): City: State: Zip:

9. Multiple (Additional) Liens:  Yes (Attach Form VTR-267)  
 30. Electronic Title Request:  Yes (Cannot check #29)  
 31. Certified/eTitle Lienholder ID Number (if any):  
 32. First Lien Date (if any):

3. First Lienholder Name (if any): Mailing Address: City: State: Zip:

14. Check only if applicable:  
 I hold Motor Vehicle Retailer's (Rental) Permit No. and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c))  
 I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number:

15. Trade-In (if any) Year: Make: Vehicle Identification Number:  
 Yes (Complete)  
 36. Additional Trade-In(s)  
 Yes

17. Check only if applicable:  
 (a) Sales Price (\$ N/A rebate has been deducted) \$ 62078.00  
 (b) Less Trade-in Amount, described in Item 35 above \$ N/A  
 (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above \$ N/A  
 (d) Taxable Amount (Item a minus Item b or Item c) \$ 62078.00  
 (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ N/A  
 (f) Late Tax Payment Penalty  5% or  10% \$ N/A  
 (g) Tax Paid to (STATE) \$ N/A  
 (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ N/A  
**SALES AND USE TAX COMPUTATION**  
 \$90 New Resident Tax - (Previous State)  
 \$5 Even Trade Tax  
 \$10 Gift Tax - Use Comptroller Form 14-317  
 \$65 Rebuilt Salvage Fee  
 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.)  
 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.)  
 Exemption claimed under the Motor Vehicle Sales and Use Tax Law because:  
 \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)

**CERTIFICATION - State law makes falsifying information a third degree felony**

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

Signature(s) of Seller(s), Donor(s), or Trader(s): *S. Kell*  
 Printed Name(s) (Same as Signature(s)): CALDWELL COUNTRY CHEVROLET  
 Date: 02/27/20  
 Signature of Applicant/Owner:  
 Printed Name (Same as Signature): ELLIS COUNTY  
 Date: 02/27/20  
 Signature(s) of Additional Applicant(s)/Owner(s):  
 Printed Name(s) (Same as Signature(s)):  
 Date:

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2787C

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

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

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

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
CC15706	1GNLCDEC2LR240687	<b>2020 Chevrolet PPV Tahoe W/ Emergency equipment from CAP Fleet</b>	1	<b>\$62,078.00</b>
<b>TOTAL:</b>				<b>\$62,078.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$46,178.00</b>

mvlooe2787C- Ellis  
County SO

Lessee: Please Initial

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

No. of Years:	3	Base Lease Payment:	\$13,753.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$13,753.00</b>
		<b>Lease End Date:</b>	<b>March 24, 2023</b>

**[END OF LEASE PURCHASE OPTION]**

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

**TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date of Acceptance: March 24, 2020

Lessor: American National Leasing Company

By: Billy Hughes  
Billy Hughes  
Vice President of Leasing

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

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

LESSEE'S ACCEPTANCE

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

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

---

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

Date of Acceptance: March 24, 2020

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

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

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
03/24/2020	\$16,000.00
03/24/2021	\$13,753.00
03/24/2022	\$13,753.00
03/24/2023	\$13,753.00
03/24/2023	\$9,000.00

## 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. 2787C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

1. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, Lessor hereby verifies that Lessor and its employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
2. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, Lessor verifies that Lessor and Lessor's employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
3. Funds for payment of this contract have been provided through the Lessee's budget approved by Lessee for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Lessee extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of Lessee that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Lessee (1) fails to provide funding for this contract during the following fiscal year at Lessee, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Lessee may, upon giving the Lessor written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Lessee notifies Lessor in writing of such failure to fund and termination. Lessee shall return the Equipment to Lessor if all Lease payments are not made, at Lessee's expense. There shall be no recourse for Lessor as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
4. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Lessee, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.
5. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Texas Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Lessee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to Lessee whether or not the same are available to the public. It is further understood that Lessee its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Lessee, its officers and employees shall have no liability or obligations to Lessor

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

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

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

ELLIS COUNTY, TEXAS AS LESSEE

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

County Judge of Ellis County

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

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

Vice President of Leasing

QUOTED BY: Billy  
 American National Leasing Company  
 BUSINESS PHONE: 940-397-2457

**ELLIS COUNTY SO**

Tax ID #

**Lease No: ANLC# 2787C**

CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

Acceptance Date:  
 SOURCE: (3) Year Lease

**ELLIS COUNTY SO**

2020 PPV Tahoe Patrol	\$62,078.00
VIN# 1GNLCDEC2LR240687	\$0.00
MARKED	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$62,078.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$46,178.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
03/24/20	0.00	0	0.00	0.00	46,178.00
03/24/21	13,753.00	365	1,842.50	11,910.50	34,267.50
03/24/22	13,753.00	365	1,367.27	12,385.73	21,881.78
03/24/23	13,753.00	365	873.08	12,879.92	9,001.86
03/24/23	9,000.00	0	0.00	9,000.00	1.86

Net Capitalized Cost	46,178.00	<b>\$4,082.86</b>
Interest Rate	3.9900%	
Residual Value	\$1.86	
Rounding Adjustment	(0.86)	
<b>Adjusted Res. Value</b>	<b>\$1.00</b>	



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

Invoice No LR240687

**INVOICE**

**Customer**

Name ELLIS COUNTY  
Address 101 W MAIN ST STE 203  
City WAXAHACHIE State TX Zip 75156  
Phone 9721825-3116

Date 02/26/2020  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
	2020 CHEVROLET 11602 VIN# 1GNLCDEC2LR240687	62078.00	62078.00
	TRADE:		
	PLEASE MAIL PAYMENT TO:  CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836  TERMS: NET 30		

**Payment Details**

- Cash
- Check
- Credit Card

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

Subtotal	62078.00
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>62078.00</b>

Office Use Only

DEAL# 117685

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

CERTIFICATE OF ORIGIN FOR A VEHICLE

5614



GZD81J

DATE  
02/10/20

INVOICE NO.  
10D98529794

VEHICLE IDENTIFICATION NO.  
1GNLCDEC2LR240687

YEAR  
2020

MAKE  
CHEVROLET

BODY TYPE  
TAHOE 2WD FOUR DOOR SUV

SHIPPING WEIGHT  
5086

H.P. (S.A.E.)  
45.4

G.V.W.R.  
6800

NO. CYLS.  
08

SERIES OR MODEL  
CC15706

N.T.R.  
1/2

P.O. NUMBER STATE-WHITE-30X

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

NAME OF DISTRIBUTOR, DEALER, ETC.

07083 XGPKTJ

CALDWELL COUNTRY CHEVROLET  
PO BOX 27  
CALDWELL TX 77836-0027

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

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

GENERAL MOTORS LLC

BY:

*Scott K Higley*

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

G83225016

DETROIT

MI 48243-1114

CITY - STATE

GM 521 REV. 10-05

	Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of the law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle. FOR VALUE RECEIVED I TRANSFER THIS VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S) <u>ELLIS COUNTY</u> ADDRESS <u>101 W MAIN ST STE 203 WAXAHACHIE TX 75156</u> I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER <u>CALDWELL COUNTRY CHEVROLET P48408</u> BY <u>[Signature]</u> NAME OF DEALERSHIP DEALER'S LICENSE NUMBER State of <u>TX</u> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this <u>26</u> day of <u>APRIL</u> 20 <u>08</u> County of <u>BURLESON</u> Notary Public <small>USE NOTARIZATION ONLY IF REQUIRED BY TITLING JURISDICTION</small>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ NAME OF DEALERSHIP DEALER'S LICENSE NUMBER State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public <small>USE NOTARIZATION ONLY IF REQUIRED BY TITLING JURISDICTION</small>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ NAME OF DEALERSHIP DEALER'S LICENSE NUMBER State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public <small>USE NOTARIZATION ONLY IF REQUIRED BY TITLING JURISDICTION</small>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ NAME OF DEALERSHIP DEALER'S LICENSE NUMBER State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public <small>USE NOTARIZATION ONLY IF REQUIRED BY TITLING JURISDICTION</small>
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and / or imprisonment. I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ NO Tenths. <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____ Printed Name(s) of Seller(s) _____ Dealer's No. _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ Signature of Purchaser(s) _____ Printed Name of Purchaser(s) _____ State of _____ Company Name (if Applicable) _____ County of _____ Address of Purchaser(s) _____ Notary Public <small>USE NOTARIZATION ONLY IF REQUIRED BY TITLING JURISDICTION</small>
LIENHOLDER	1st lien in favor of <u>American National Leasing</u> whose address is <u>2732 Midwestern PKWY Wichita Falls TX 76308</u> 2nd lien in favor of _____ whose address is _____



# CALDWELL COUNTRY CHEVROLET

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

**CUST#: 240687F**

Deal Number: 117685

## RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): ELLIS COUNTY

Date: 02/26/2020

Address: 101 W MAIN ST STE 203 WAXAHACHIE, TX 75156

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

Telephone (1): 972-825-5114

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

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

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

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

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

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

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

YEAR <b>2020</b>	MAKE <b>CHEVROLET</b>	MODEL <b>TAHOE</b>	COLOR <b>WHITE</b>	STOCK NO. <b>240687F</b>
VIN/SERIAL NO. <b>1GNLCDEC2LR240687</b>		ODOMETER READING <input type="checkbox"/> Not Accurate <b>5</b>		SALESPERSON <b>AARON WILEY</b>
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
<b>WARRANTY STATEMENT</b>				
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.				
<b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <b>Traducción española: Vea el dorso.</b>				
<input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.				
<b>TRADE-IN VEHICLE INFORMATION</b>				
Year: N/A	Make: N/A	Model: N/A	Color: N/A	
VIN/Serial No: N/A	Odometer Reading: <input type="checkbox"/> Not Accurate N/A			
Trade-In Allowance: N/A	Balance Owed & Lienholder: N/A			
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>				
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION				
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT				
<b>Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.</b>				
<b>*Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. Traducción española: Vea el dorso.</b>				
<b>CASH PRICE OF VEHICLE</b> <b>62078.00</b>				
OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker <b>N/A</b>				
<b>N/A</b> <b>N/A</b>				
<b>N/A</b> <b>N/A</b>				
<b>N/A</b> <b>N/A</b>				
<b>N/A</b> <b>N/A</b>				
<b>TOTAL SELLING PRICE</b> <b>62078.00</b>				
LESS: TRADE-IN ALLOWANCE <b>N/A</b>				
<b>N/A</b> <b>N/A</b>				
<b>SUBTOTAL</b> <b>62078.00</b>				
<b>N/A</b>				
<b>SALES TAX</b> <b>N/A</b>				
<b>DEALER'S INVENTORY TAX</b> <b>N/A</b>				
<b>N/A</b> <b>N/A</b>				
<b>DOCUMENTARY FEE *</b> <b>N/A</b>				
<b>STATE INSPECTION FEE</b> <b>N/A</b>				
<b>DEPUTY SERVICE FEE</b> <b>N/A</b>				
<b>LICENSE FEE</b> <b>N/A</b>				
<b>TITLE FEE</b> <b>N/A</b>				
<b>N/A</b> <b>N/A</b>				
<b>N/A</b> <b>N/A</b>				
<b>TOTAL DUE</b> <b>62078.00</b>				
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt <b>N/A</b>				
<b>LESS CASH DUE AT DELIVERY</b> <b>N/A</b>				
<b>AMOUNT TO BE FINANCED</b> (See Paragraphs 12 and 17) <b>62078.00</b>				

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

**AMERICAN NATIONAL LEASING**

Purchaser \_\_\_\_\_

Accepted by Authorized Dealership Representative

Purchaser \_\_\_\_\_

DealerCAP

CATALOG #8963171  
55777\*1\*CC-FI

© 2015 CDK Global LLC Texas (01/15)

DEAL# 117685 **Application for Texas Title and/or Registration**

Applying for (please check one):

Title & Registration  Title Only  Registration Purposes Only  Nontitle Registration

or a corrected title or registration, check reason:

Vehicle Description  Add/Remove Lien  Other:

**TAX OFFICE USE ONLY**

County:

Doc #:

SPV  Appraisal Value \$

Vehicle Identification Number: 1GNLCDEC2LR240687  
 2. Year: 2020  
 3. Make: CHEVROLET  
 4. Body Style: N/A  
 5. Model: TAHOE  
 6. Major Color: WHITE  
 7. Minor Color:

Texas License Plate No.:  
 9. Odometer Reading (no tenths): 5  
 10. This is the Actual Mileage unless the mileage is:  
 Not Actual  Exceeds Mechanical Limits  Exempt  
 11. Empty Weight  
 12. Carrying Capacity (if any)

3. Applicant Type:  
 Individual  Business  Government  Trust  Non-Profit  
 14. Applicant Photo ID Number/ or FEIN/EIN

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

6. Applicant First Name (or Entity Name): ELLIS COUNTY  
 Middle Name: Last Name: Suffix (if any):

7. Additional Applicant First Name (if applicable):  
 Middle Name: Last Name: Suffix (if any):

8. Applicant Mailing Address: 101 W MAIN ST STE 203  
 City: WAXAHACHIE State: TX Zip: 75156  
 19. Owner County of Residence:

10. Previous Owner Name (or Entity Name): CALDWELL COUNTRY CHEVROLET  
 City: CALDWELL State: TX  
 21. Dealer GDN (if applicable) 22. Unit No. (if applicable)

3. Renewal Recipient First Name (or Entity Name) (if different):  
 Middle Name: Last Name: Suffix (if any):

4. Renewal Notice Mailing Address (if different):  
 City: State: Zip:

15. Applicant Phone Number (optional): (972)825-5114  
 26. Email (optional):  
 27. Registration Renewal eReminder  
 Yes (Provide Email in #26)

18. Vehicle Location Address (if different):  
 City: State: Zip:

19. Multiple (Additional) Liens:  Yes (Attach Form VTR-267)  
 30. Electronic Title Request:  Yes (Cannot check #29)  
 31. Certified/eTitle Lienholder ID Number (if any):  
 32. First Lien Date (if any): 02/26/20

13. First Lienholder Name (if any): AMERICAN NATIONAL LEASING  
 Mailing Address: 2732 MIDWESTERN PKWICHITA FALLS  
 City: TX State: TX Zip: 76308

34. Check only if applicable:  
 I hold Motor Vehicle Retailer's (Rental) Permit No. and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c))  
 I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number

35. Trade-in (if any):  
 Yes (Complete)  
 Year: Make: Vehicle Identification Number:  
 36. Additional Trade-in(s):  Yes

37. Check only if applicable:  
 (a) Sales Price (\$ N/A rebate has been deducted) \$ 02078.00  
 (b) Less Trade-in Amount, described in Item 35 above \$ N/A  
 (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above \$ N/A  
 (d) Taxable Amount (Item a minus Item b or Item c) \$ 02078.00  
 (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ N/A  
 (f) Late Tax Payment Penalty  5% or  10% \$ N/A  
 (g) Tax Paid to (STATE) \$ N/A  
 (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ N/A

**SALES AND USE TAX COMPUTATION**  
 \$90 New Resident Tax - (Previous State)  
 \$5 Even Trade Tax  
 \$10 Gift Tax - Use Comptroller Form 14-317  
 \$65 Rebuilt Salvage Fee  
 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.)  
 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.)  
 Exemption claimed under the Motor Vehicle Sales and Use Tax Law because:  
 \$28 or \$33 Application Fee for Texas Title  
 (Contact your county tax assessor-collector for the correct fee.)

**CERTIFICATION - State law makes falsifying information a third degree felony**

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

Signature(s) of Seller(s), Donor(s), or Trader(s): *S. Caldwell*  
 Printed Name(s) (Same as Signature(s)): CALDWELL COUNTRY CHEVROLET  
 Date: 02/26/20

Signature of Applicant/Owner:  
 Printed Name (Same as Signature): ELLIS COUNTY  
 Date: 02/26/20

Signature(s) of Additional Applicant(s)/Owner(s):  
 Printed Name(s) (Same as Signature(s)):  
 Date:

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2798C

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

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

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

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
CC15706	1GNLCDEC5LR240361	<b>2020 Chevrolet PPV Tahoe W/ Emergency equipment from CAP Fleet</b>	1	<b>\$62,078.00</b>
<b>TOTAL:</b>				<b>\$62,078.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$46,178.00</b>

mvlooe2798C- Ellis  
County SO

Lessee: Please Initial

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

No. of Years:	3	Base Lease Payment:	\$13,753.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$13,753.00</b>
		<b>Lease End Date:</b>	<b>March 24, 2023</b>

**[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

**GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2798C – ELLIS COUNTY**

4

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.

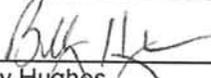
**15.) SEVERABILITY:** The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

**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: March 24, 2020

Lessor: American National Leasing Company

By:   
Billy Hughes  
Vice President of Leasing

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

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

**LESSEE'S ACCEPTANCE**

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

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

---

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

Date of Acceptance: March 24, 2020

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

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

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
03/24/2020	\$16,000.00
03/24/2021	\$13,753.00
03/24/2022	\$13,753.00
03/24/2023	\$13,753.00
03/24/2023	\$9,000.00

\_\_\_\_\_  
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. 2798C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

1. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, Lessor hereby verifies that Lessor and its employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
2. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, Lessor verifies that Lessor and Lessor's employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
3. Funds for payment of this contract have been provided through the Lessee's budget approved by Lessee for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Lessee extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of Lessee that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Lessee (1) fails to provide funding for this contract during the following fiscal year at Lessee, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Lessee may, upon giving the Lessor written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Lessee notifies Lessor in writing of such failure to fund and termination. Lessee shall return the Equipment to Lessor if all Lease payments are not made, at Lessee's expense. There shall be no recourse for Lessor as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
4. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Lessee, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.
5. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Texas Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Lessee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to Lessee whether or not the same are available to the public. It is further understood that Lessee its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Lessee, its officers and employees shall have no liability or obligations to Lessor

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

6. 

The parties agree that

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

Nothing in this contract or terms and

condition shall be construed as a waiver of sovereign immunity by Lessee; provided, Lessee agrees that in the event of a dispute between them Lessee shall return the Equipment to Lessor at Lessee's expense.

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

ELLIS COUNTY, TEXAS AS LESSEE

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

County Judge of Ellis County

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

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

Vice President of Leasing

QUOTED BY: Billy  
 American National Leasing Company  
 BUSINESS PHONE: 940-397-2457

**ELLIS COUNTY SO**

Tax ID #

**Lease No: ANLC# 2798C**

CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

**ELLIS COUNTY SO**

Acceptance Date:  
 SOURCE: (3) Year Lease

2020 PPV Tahoe Patrol	\$62,078.00
VIN# 1GNLCDEC51r240361	\$0.00
	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$62,078.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$46,178.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
03/24/20	0.00	0	0.00	0.00	46,178.00
03/24/21	13,753.00	365	1,842.50	11,910.50	34,267.50
03/24/22	13,753.00	365	1,367.27	12,385.73	21,881.78
03/24/23	13,753.00	365	873.08	12,879.92	9,001.86
03/24/23	9,000.00	0	0.00	9,000.00	1.86

Net Capitalized Cost	46,178.00	<b>\$4,082.86</b>
Interest Rate	3.9900%	
Residual Value	\$1.86	
Rounding Adjustment	(0.86)	
<b>Adjusted Res. Value</b>	<b>\$1.00</b>	



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

Invoice No LR240361

**INVOICE**

<b>Customer</b>		<b>Date</b> <u>03/02/2020</u>	
Name <u>ELLIS COUNTY</u>		Order No. _____	
Address <u>101 W MAIN ST STE 203</u>		Rep _____	
City <u>WAXAHACHIE</u>	State <u>TX</u>	Zip <u>75156</u>	FOB _____
Phone <u>(972)825-5134</u>			

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GNLDCESLR240361	62078.00	62078.00
	TRADE:		
	PLEASE MAIL PAYMENT TO:  CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836  TERMS: NET 30		

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_

CC# \_\_\_\_\_

Expires \_\_\_\_\_

Subtotal	62078.00
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>62078.00</b>

Office Use Only

DEAL# 117861

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

CERTIFICATE OF ORIGIN FOR A VEHICLE

5614



GZD81J

DATE  
02/10/20

INVOICE NO.  
10D98530214

VEHICLE IDENTIFICATION NO.  
1GNLCDEC5LR240361

YEAR  
2020

MAKE  
CHEVROLET

BODY TYPE  
TAHOE 2WD FOUR DOOR SUV

SHIPPING WEIGHT

5086

H.P. (S.A.E.)

G.V.W.R.

NO. CYLS.

SERIES OR MODEL

45.4

6800

08

CC15706

N.T.R.  
1/2

P.O. NUMBER STATE-WHITE-30X

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

NAME OF DISTRIBUTOR, DEALER, ETC.

07083 XGPKS9

CALDWELL COUNTRY CHEVROLET

PO BOX 27

CALDWELL

TX 77836-0027

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

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

GENERAL MOTORS LLC

BY:

*Scott K Higley*

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

G83225036

DETROIT

MI 48243-1114

CITY - STATE

GM 821 REV. 10-05

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

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

DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S) <u>ELLIS COUNTY</u>	ADDRESS <u>TOT W MAIN ST STE 203 WAXAHACHIE TX 75156</u>	I certify to the best of my knowledge that the odometer reading is _____ No Tenth
	DEALER <u>CASWELL COUNTRY CHEVROLET</u> P48408	BY: <u>[Signature]</u>	Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this <u>02</u> day of <u>MAR</u> 20 <u>20</u>
State of <u>TX</u>		County of <u>BURLESON</u>	Notary Public
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION			
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S)	ADDRESS	I certify to the best of my knowledge that the odometer reading is _____ No Tenth
	DEALER	BY:	Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____
State of _____		County of _____	Notary Public
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION			
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S)	ADDRESS	I certify to the best of my knowledge that the odometer reading is _____ No Tenth
	DEALER	BY:	Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____
State of _____		County of _____	Notary Public
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION			
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S)	ADDRESS	I certify to the best of my knowledge that the odometer reading is _____ No Tenth
	DEALER	BY:	Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____
State of _____		County of _____	Notary Public
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION			
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and/or imprisonment.		
	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ NO Tenth <input type="checkbox"/> The mileage stated is in excess of its mechanical limits <input type="checkbox"/> The odometer reading is not the actual mileage. <b>WARNING ODOMETER DISCREPANCY</b>		
Signature(s) of Seller(s)	Printed Name(s) of Seller(s)	Dealer's No. _____	Date of Statement _____ Date of Sale _____
Signature of Purchaser(s)	Printed Name of Purchaser(s)	_____	Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____
Printed Name of Purchaser(s)	Company Name (if Applicable)	_____	Notary Public
Address of Purchaser(s)	State of _____	County of _____	Notary Public
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION			
LIENHOLDER	1st lien in favor of <u>American National Leasing</u>		
	whose address is <u>2732 Midwestern Pkwy Wichita Falls TX 76308</u>		
2nd lien in favor of _____			
whose address is _____			

GM521 REV. 1-2000

Customer's Name: ELLIS COUNTY

Deal/Stock No.: 240361F

### ODOMETER DISCLOSURE STATEMENT

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

I, CALDWELL COUNTRY CHEVROLET (transferor's name, Print) state that the odometer now reads 5 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

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

MAKE <b>CHEVROLET</b>	MODEL <b>TAHOE</b>	BODY TYPE
VEHICLE IDENTIFICATION NUMBER <b>1GNLCDEC5LR240361</b>		YEAR <b>2020</b>

X S. Bell  
TRANSFEROR'S SIGNATURE

CALDWELL COUNTRY CHEVROLET

PRINTED NAME

800 E. HWY 21

TRANSFEROR'S ADDRESS (STREET)

CALDWELL

CITY

TX

STATE

77836

ZIP CODE

03/02/2020

DATE OF STATEMENT

X  
TRANSFEREE'S SIGNATURE

ELLIS COUNTY

PRINTED NAME

ELLIS COUNTY

TRANSFEREE'S NAME

101 W MAIN ST STE 203

TRANSFEREE'S ADDRESS (STREET)

WAXAHACHIE

CITY

TX

STATE

75156

ZIP CODE

59596\*1\*CC-FI

# CALDWELL COUNTRY CHEVROLET

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

**CUST#: 240361F**

Deal Number: 117861

## RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): ELLIS COUNTY

Date: 03/02/2020

Address: 101 W MAIN ST STE 203 WAXAHACHIE, TX 75156

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

Telephone (1): 972-825-5114

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

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

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

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

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

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

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

YEAR 2020	MAKE CHEVROLET	MODEL TAHOE	COLOR WHITE	STOCK NO 240361F
VIN/SERIAL NO. 1GNL0DEC5LR240361		ODOMETER READING <input type="checkbox"/> Not Accurate	5	SALESPERSON AARON WILEY
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
<b>WARRANTY STATEMENT</b>				
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.			CASH PRICE OF VEHICLE <b>62078.00</b>	
<b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <u>Traducción española: Vea el dorso.</u> <input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.			OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker	
			N/A	
<b>TRADE-IN VEHICLE INFORMATION</b> Year: _____ Make: _____ Model: _____ Color: _____ VIN/Serial No: _____ Odometer Reading: _____ N/A _____ <input type="checkbox"/> Not Accurate N/A _____ Trade-In Allowance: _____ Balance Owed & Lienholder: _____ N/A _____ N/A _____			TOTAL SELLING PRICE <b>62078.00</b>	
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b> <input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION <input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT  Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.  *Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. <u>Traducción española: Vea el dorso.</u>			LESS: TRADE-IN ALLOWANCE N/A	
			SUBTOTAL <b>62078.00</b>	
			SALES TAX N/A	
			DEALER'S INVENTORY TAX N/A	
			DOCUMENTARY FEE * N/A	
			STATE INSPECTION FEE N/A	
			DEPUTY SERVICE FEE N/A	
			LICENSE FEE N/A	
			TITLE FEE N/A	
			N/A	
TOTAL DUE <b>62078.00</b>				
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT if Deposit, see Deposit Receipt  LESS CASH DUE AT DELIVERY N/A  AMOUNT TO BE FINANCED (See Paragraphs 12 and 17) <b>62078.00</b>				

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

**AMERICAN NATIONAL LEASING**

Purchaser \_\_\_\_\_

*S. Kal*  
Accepted by Authorized Dealership Representative

Purchaser  
DealerCAP

CATALOG #8963171  
55777\*1\*CC-FI

© 2015 CDK Global, LLC Texas (01/18)

DEAL# 117861 **Application for Texas Title and/or Registration**

Applying for (please check one): <input checked="" type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						TAX OFFICE USE ONLY		
a corrected title or registration, check reason: Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other:						County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____		
Vehicle Identification Number 1GNLCDEC5LR240361		2. Year 2020	3. Make CHEVROLET	4. Body Style N/A	5. Model TAHOE	6. Major Color WHITE	7. Minor Color	
Texas License Plate No. 5	9. Odometer Reading (no tenths) 5	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			11. Empty Weight	12. Carrying Capacity (if any)		
Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit						14. Applicant Photo ID Number or FEIN/EIN		
ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ			<input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> Other Military Status of Forces Photo ID					
Applicant First Name (or Entity Name) ELLIS COUNTY		Middle Name	Last Name		Suffix (if any)			
Additional Applicant First Name (if applicable)		Middle Name	Last Name		Suffix (if any)			
Applicant Mailing Address 101 W MAIN ST STE 203			City WAXAHACHIE	State TX	Zip 75156	19. Owner County of Residence		
Previous Owner Name (or Entity Name) CALDWELL COUNTRY CHEVROLET		City CALDWELL	State TX	21. Dealer GDN (if applicable)		22. Unit No. (if applicable)		
Renewal Recipient First Name (or Entity Name) (if different)		Middle Name	Last Name		Suffix (if any)			
Renewal Notice Mailing Address (if different)		City	State		Zip			
Applicant Phone Number (optional) (972)825-5114		26. Email (optional)			27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)			
Vehicle Location Address (if different)		City	State		Zip			
Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)		30. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #29)		31. Certified/eTitle Lienholder ID Number (if any)		32. First Lien Date (if any) 03/02/20		
First Lienholder Name (if any) AMERICAN NATIONAL LEASING		Mailing Address 2732 MIDWESTERN PKWY		City WICHITA FALLS	State TX	Zip 76308		
<b>MOTOR VEHICLE TAX STATEMENT</b>								
3. Check only if applicable: <input type="checkbox"/> I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____								
5. Trade-In (if any)		Year	Make	Vehicle Identification Number		36. Additional Trade-In(s) <input type="checkbox"/> Yes		
<input type="checkbox"/> Yes (Complete)								
<b>SALES AND USE TAX COMPUTATION</b>								
7. Check only if applicable: <input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted) \$ _____ <input type="checkbox"/> (b) Less Trade-in Amount, described in Item 35 above \$ _____ <input type="checkbox"/> (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above \$ _____ (d) Taxable Amount (Item a minus Item b or Item c) \$ _____ (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ _____ (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ _____ (g) Tax Paid to _____ (STATE) \$ _____ (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ _____								
				<input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____ <input type="checkbox"/> \$5 Even Trade Tax <input type="checkbox"/> \$10 Gift Tax - Use Comptroller Form 14-317 <input type="checkbox"/> \$65 Rebuilt Salvage Fee <input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____ <input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____ <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____ <input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)				
<b>CERTIFICATION - State law makes falsifying information a third degree felony</b>								
I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable).								
Signature(s) of Seller(s), Donor(s), or Trader(s) <i>S. Kelly</i>		Printed Name(s) (Same as Signature(s)) CALDWELL COUNTRY CHEVROLET			Date 03/02/20			
Signature of Applicant/Owner		Printed Name (Same as Signature) ELLIS COUNTY			Date 03/02/20			
Signature(s) of Additional Applicant(s)/Owner(s)		Printed Name(s) (Same as Signature(s))			Date			

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

**Lease No: ANLC# 2796C**  
 CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

Tax ID #

Acceptance Date:  
 SOURCE: (3) Year Lease

**ELLIS COUNTY SO**

2020 PPV Tahoe Patrol	\$62,078.00
VIN# 1GNLCDEC7LR240281	\$0.00
	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$62,078.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$46,178.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
03/24/20	0.00	0	0.00	0.00	46,178.00
03/24/21	13,753.00	365	1,842.50	11,910.50	34,267.50
03/24/22	13,753.00	365	1,367.27	12,385.73	21,881.78
03/24/23	13,753.00	365	873.08	12,879.92	9,001.86
03/24/23	9,000.00	0	0.00	9,000.00	1.86

Net Capitalized Cost	46,178.00
Interest Rate	3.9900%
<b>Residual Value</b>	<b>\$1.86</b>
Rounding Adjustment	(0.86)
<b>Adjusted Res. Value</b>	<b>\$1.00</b>

**\$4,082.86**

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2796C

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

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

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

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
CC15706	1GNLCDEC7LR240281	<b>2020 Chevrolet PPV Tahoe W/ Emergency equipment from CAP Fleet</b>	1	<b>\$62,078.00</b>
<b>TOTAL:</b>				<b>\$62,078.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$46,178.00</b>

mvlooe2795C- Ellis County SO
_____ Lessee: Please Initial

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

No. of Years:	3	Base Lease Payment:	\$13,753.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$13,753.00</b>
		<b>Lease End Date:</b>	<b>March 24, 2023</b>

**[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: March 24, 2020

Lessor: American National Leasing Company

By: Billy Hughes  
Billy Hughes  
Vice President of Leasing

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

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

**LESSEE'S ACCEPTANCE**

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

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

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

Date of Acceptance: March 24, 2020

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
03/24/2020	\$16,000.00
03/24/2021	\$13,753.00
03/24/2022	\$13,753.00
03/24/2023	\$13,753.00
03/24/2023	\$9,000.00

**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. 2796C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

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

To the extent, if any,

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

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

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

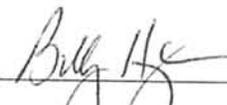
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ELLIS COUNTY, TEXAS AS LESSEE

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

County Judge of Ellis County

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

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

Vice President of Leasing



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

Invoice No LR240281

**INVOICE**

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

Date 03/04/2020  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GNLCDEC7LR240281  TRADE:  PLEASE MAIL PAYMENT TO:  CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836  TERMS: NET 30	62078.00	62078.00

**Payment Details**

Cash  
 Check  
 Credit Card

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

Subtotal	62078.00
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>62078.00</b>

Office Use Only  
DEAL# 117863

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

CERTIFICATE OF ORIGIN FOR A VEHICLE

5614



GZD81J

DATE  
02/10/20

INVOICE NO.  
10D98530537

VEHICLE IDENTIFICATION NO.  
1GNLCDEC7LR240281

YEAR  
2020

MAKE  
CHEVROLET

BODY TYPE  
TAHOE 2WD FOUR DOOR SUV

SHIPPING WEIGHT  
5086

H.P. (S.A.E.)  
45.4

G.V.W.R.  
6800

NO. CYLS  
08

SERIES OR MODEL  
CC15706

N.T.R.  
1/2

P.O. NUMBER STATE-WHITE-30X

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

NAME OF DISTRIBUTOR, DEALER, ETC.

07083 XGPKS3

CALDWELL COUNTRY CHEVROLET

PO BOX 27

CALDWELL

TX 77836-0027

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

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

GENERAL MOTORS LLC

BY:

*Scott K Higley*

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

DETROIT

MI 48243-1114

CITY - STATE

G83225050

GM 521 REV. 10-05

Customer's Name: ELLIS COUNTY

Deal/Stock No.: 240281F

### ODOMETER DISCLOSURE STATEMENT

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

I, CALDWELL COUNTRY CHEVROLET (transferor's name, Print) state that the odometer now reads 3 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is **NOT** the actual mileage.  
**WARNING - ODOMETER DISCREPANCY.**

MAKE <b>CHEVROLET</b>	MODEL <b>TAHOE</b>	BODY TYPE
VEHICLE IDENTIFICATION NUMBER <b>1GNLCDEC7LR240281</b>		YEAR <b>2020</b>

*S. Cell*  
TRANSFEROR'S SIGNATURE

**CALDWELL COUNTRY CHEVROLET**  
PRINTED NAME

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

**CALDWELL**  
CITY

**TX**  
STATE

**77836**  
ZIP CODE

**03/04/2020**  
DATE OF STATEMENT

*X*  
TRANSFEREE'S SIGNATURE

**ELLIS COUNTY**  
PRINTED NAME

**ELLIS COUNTY**  
TRANSFEREE'S NAME

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

**WAXAHACHIE**  
CITY

**TX**  
STATE

**75156**  
ZIP CODE

# CALDWELL COUNTRY CHEVROLET

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

**CUST#: 240281F**

Deal Number: 117863

## RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): ELLIS COUNTY

Date: 03/04/2020

Address: 101 W MAIN ST STE 203 WAXAHACHIE, TX 75156

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

Telephone (1): 972-825-5114

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

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

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

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

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

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

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

YEAR <b>2020</b>	MAKE <b>CHEVROLET</b>	MODEL <b>TAHOE</b>	COLOR <b>WHITE</b>	STOCK NO. <b>240281F</b>
VIN/SERIAL NO. <b>1GNLCDEC7LR240281</b>		ODOMETER READING <input type="checkbox"/> Not Accurate <b>3</b>		SALESPERSON <b>AARON WILEY</b>
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
<b>WARRANTY STATEMENT</b>				
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.				
<b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <u>Traducción española: Vea el dorso.</u>				
<input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.				
<b>TRADE-IN VEHICLE INFORMATION</b>				
Year: <b>N/A</b>	Make: <b>N/A</b>	Model: <b>N/A</b>	Color: <b>N/A</b>	
VIN/Serial No: <b>N/A</b>	Odometer Reading: <input type="checkbox"/> Not Accurate <b>N/A</b>			
Trade-In Allowance: <b>N/A</b>	Balance Owed & Lienholder: <b>N/A</b>			
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>				
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION				
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT				
<b>Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.</b>				
<b>*Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. Traducción española: Vea el dorso.</b>				
			CASH PRICE OF VEHICLE	<b>62078.00</b>
			OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker	<b>N/A</b>
				<b>N/A</b>
			TOTAL SELLING PRICE	<b>62078.00</b>
			LESS: TRADE-IN ALLOWANCE	<b>N/A</b>
				<b>N/A</b>
			SUBTOTAL	<b>62078.00</b>
				<b>N/A</b>
			SALES TAX	<b>N/A</b>
			DEALER'S INVENTORY TAX	<b>N/A</b>
				<b>N/A</b>
			DOCUMENTARY FEE *	<b>N/A</b>
			STATE INSPECTION FEE	<b>N/A</b>
			DEPUTY SERVICE FEE	<b>N/A</b>
			LICENSE FEE	<b>N/A</b>
			TITLE FEE	<b>N/A</b>
				<b>N/A</b>
				<b>N/A</b>
			TOTAL DUE	<b>62078.00</b>
			<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT if Deposit, see Deposit Receipt	<b>N/A</b>
				<b>N/A</b>
			LESS CASH DUE AT DELIVERY	<b>N/A</b>
			AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)	<b>62078.00</b>

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

Purchaser \_\_\_\_\_

*S. Kelly*  
Accepted by Authorized Dealership Representative

Purchaser  
DealerCAP

CATALOG #8963171  
55777\*1\*CC-FI

© 2016 CDK Global, LLC Texas (01/16)

DEAL# 117863 **Application for Texas Title and/or Registration**

Applying for (please check one): <input checked="" type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						TAX OFFICE USE ONLY					
If a corrected title or registration, check reason: Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other:						County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____					
1. Vehicle Identification Number 1GNLCDEC7LR240281		2. Year 2020	3. Make CHEVROLET	4. Body Style N/A	5. Model TAHOE	6. Major Color WHITE	7. Minor Color				
Texas License Plate No.	9. Odometer Reading (no tenths) 3	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			11. Empty Weight		12. Carrying Capacity (if any)				
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit						14. Applicant Photo ID Number or FEIN/EIN					
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID						<input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> Other Military Status of Forces Photo ID					
16. Applicant First Name (or Entity Name) ELLIS COUNTY		Middle Name		Last Name		Suffix (if any)					
17. Additional Applicant First Name (if applicable)		Middle Name		Last Name		Suffix (if any)					
18. Applicant Mailing Address 101 W MAIN ST STE 203			City WAXAHACHIE	State TX	Zip 75156	19. Owner County of Residence					
20. Previous Owner Name (or Entity Name) CALDWELL COUNTRY CHEVROLET			City CALDWELL	State TX	21. Dealer GDN (if applicable)		22. Unit No. (if applicable)				
23. Renewal Recipient First Name (or Entity Name) (if different)			Middle Name		Last Name		Suffix (if any)				
24. Renewal Notice Mailing Address (if different)			City	State	Zip						
25. Applicant Phone Number (optional) (972)825-5114			26. Email (optional)			27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)					
28. Vehicle Location Address (if different)			City	State	Zip						
29. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)		30. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #29)	31. Certified/eTitle Lienholder ID Number (if any)			32. First Lien Date (if any) 03/04/20					
33. First Lienholder Name (if any) AMERICAN NATIONAL		Mailing Address LEASING 2732 MIDWESTERN		City FORT WORTH	State TX	Zip 76308					
4. Check only if applicable: <b>MOTOR VEHICLE TAX STATEMENT</b> <input type="checkbox"/> I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)), GDN or Lessor Number _____											
5. Trade-in (if any)    Year    Make    Vehicle Identification Number			36. Additional Trade-In(s) <input type="checkbox"/> Yes								
7. Check only if applicable: <b>SALES AND USE TAX COMPUTATION</b> <input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted) \$ _____ (b) Less Trade-in Amount, described in item 35 above \$ _____ (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in item 35 above \$ _____ (d) Taxable Amount (Item a minus Item b or Item c) \$ _____ (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ _____ (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ _____ (g) Tax Paid to _____ (STATE) \$ _____ (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ _____											
8. Exemptions: <input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____ <input type="checkbox"/> \$5 Even Trade Tax _____ <input type="checkbox"/> \$10 Gift Tax - Use Comptroller Form 14-317 _____ <input type="checkbox"/> \$65 Rebuilt Salvage Fee _____ <input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____ <input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____ <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____ <input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)											
<b>CERTIFICATION - State law makes falsifying information a third degree felony</b>											
I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable). Signature(s) of Seller(s), Donor(s), or Trader(s): <u>S. Caldwell</u> Printed Name(s) (Same as Signature(s)): CALDWELL COUNTRY CHEVROLET    Date: 03/04/20 Signature of Applicant/Owner: _____    Printed Name (Same as Signature): ELLIS COUNTY    Date: 03/04/20 Signature(s) of Additional Applicant(s)/Owner(s): _____    Printed Name(s) (Same as Signature(s)): _____    Date: _____											

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

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

DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S): <u>ELLIS COUNTY</u>
	ADDRESS: <u>101 W MAIN ST STE 203 WAXAHACHIE TX 75156</u>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S): _____
	ADDRESS: _____
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S): _____
	ADDRESS: _____
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S): _____
	ADDRESS: _____
ODMETER DISCLOSURE FOR RETAIL SALE	Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and/or imprisonment.
	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenths. <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> This odometer reading is not the actual mileage. <b>WARNING: ODOMETER DISCREPANCY</b>
LIENHOLDER	1st lien in favor of <u>American National Leasing</u>
	whose address is <u>2732 Midwestern Pkwy Wichita Falls TX 76308</u>

GM521 REV. 1-2000

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2795C

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

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

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

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
CC15706	1GNLCDEC6LR240286	<b>2020 Chevrolet PPV Tahoe W/ Emergency equipment from CAP Fleet</b>	1	<b>\$62,078.00</b>
<b>TOTAL:</b>				<b>\$62,078.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$46,178.00</b>

mvlooe2795C- Ellis  
 County SO  
 \_\_\_\_\_  
 Lessee: Please Initial

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

No. of Years:	3	Base Lease Payment:	\$13,753.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$13,753.00</b>
		<b>Lease End Date:</b>	<b>March 24, 2023</b>

**[END OF LEASE PURCHASE OPTION]**

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

**TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

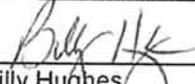
15.) **SEVERABILITY:** The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

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

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

Date of Acceptance: March 24, 2020

Lessor: American National Leasing Company

By:   
Billy Hughes  
Vice President of Leasing

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

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

**LESSEE'S ACCEPTANCE**

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

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

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

Date of Acceptance: March 24, 2020

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
03/24/2020	\$16,000.00
03/24/2021	\$13,753.00
03/24/2022	\$13,753.00
03/24/2023	\$13,753.00
03/24/2023	\$9,000.00

**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. 2795C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

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

To the extent, if any,

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

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

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

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

ELLIS COUNTY, TEXAS AS LESSEE

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

County Judge of Ellis County

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

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

Vice President of Leasing

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

**Lease No: ANLC# 2795C**  
 CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

**ELLIS COUNTY SO**

Acceptance Date:  
 SOURCE: (3) Year Lease

2020 PPV Tahoe Patrol \$62,078.00  
 VIN# 1GNLCDEC6LR240286 \$0.00  
 \$0.00  
 Emergency Equipment \$0.00 CAP  
 Graphics and installation \$0.00

FREIGHT/HANDLING: \$0.00  
 TOTAL PURCHASE PRICE \$62,078.00  
 Doc Fee \$100.00  
 Down Payment -\$16,000.00  
**Net Capitalized Cost \$46,178.00**

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
03/24/20	0.00	0	0.00	0.00	46,178.00
03/24/21	13,753.00	365	1,842.50	11,910.50	34,267.50
03/24/22	13,753.00	365	1,367.27	12,385.73	21,881.78
03/24/23	13,753.00	365	873.08	12,879.92	9,001.86
03/24/23	9,000.00	0	0.00	9,000.00	1.86
Net Capitalized Cost	46,178.00		<b>\$4,082.86</b>		
Interest Rate	3.9900%				
Residual Value	\$1.86				
Rounding Adjustment	(0.86)				
<b>Adjusted Res. Value</b>	<b>\$1.00</b>				



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

Invoice No LR240286

**INVOICE**

Customer

Name ELLIS COUNTY

Address 101 W MAIN ST STE 203

City WAXAHACHIE State TX Zip 75156

Phone (972) 825-5114

Date 03/09/2020

Order No. \_\_\_\_\_

Rep \_\_\_\_\_

FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GNLCDEC6LR240286	62078.00	62078.00
	TRADE:		
	PLEASE MAIL PAYMENT TO:  CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836		
	TERMS: NET 30		

Payment Details

Cash

Check

Credit Card

Name \_\_\_\_\_

CC# \_\_\_\_\_

Expires \_\_\_\_\_

Subtotal	62078.00
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>62078.00</b>

Office Use Only

DEAL# 117864

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

2795

CERTIFICATE OF ORIGIN FOR A VEHICLE

5614



GZD81J

DATE  
02/10/20

INVOICE NO  
10D98530404

VEHICLE IDENTIFICATION NO.  
1GNLCDEC6LR240286

YEAR  
2020

MAKE  
CHEVROLET

BODY TYPE  
TAHOE 2WD FOUR DOOR SUV

NO. CYLS  
08

SHIPPING WEIGHT  
5086  
SERIES OR MODEL  
CC15706

H.P. (S.A.E.)  
45.4

G.V.W.R.  
6800

N.T.R.  
1/2

P.O. NUMBER STATE-WHITE-30X

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

NAME OF DISTRIBUTOR, DEALER, ETC.

07083 XGPKS2

CALDWELL COUNTRY CHEVROLET  
PO BOX 27  
CALDWELL TX 77836-0027

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

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

GENERAL MOTORS LLC

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

G83225046

DETROIT

MI 48243-1114

CITY - STATE

GM 521 REV. 10-05

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

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

DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S) <u>ELLIS COUNTY</u>	ADDRESS <u>101 W MAIN ST STE 203 WAXAHACHIE TX 75156</u>	No Tenths
	I certify to the best of my knowledge that the odometer reading is _____		BY: <u>S. Lee</u>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2	DEALER <u>CALDWELL COUNTRY CHEVROLET</u>	DEALER'S LICENSE NUMBER <u>P48408</u>	State of <u>TX</u>
	Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of <u>MAR</u> 20 <u>20</u>		Notary Public
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S)	ADDRESS	No Tenths
	I certify to the best of my knowledge that the odometer reading is _____		BY: _____
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	DEALER	DEALER'S LICENSE NUMBER	State of _____
	Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____		Notary Public
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and/or imprisonment.		
	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenths. <input type="checkbox"/> The odometer reading is not the actual mileage. <b>WARNING ODOMETER DISCREPANCY</b>		
LIENHOLDER	Signature(s) of Seller(s)		Date of Statement _____ Date of Sale _____
	Printed Name(s) of Seller(s) _____ Dealer's No. _____		Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____
Signature of Purchaser(s)		Notary Public	
Printed Name of Purchaser(s)		State of _____	
Company Name (if Applicable)		County of _____	
Address of Purchaser(s)		USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
1st lien in favor of <u>American National Leasing</u>			
whose address is <u>2732 Midwestern Pkwy Wichita Falls TX 76308</u>			
2nd lien in favor of _____			
whose address is _____			



# CALDWELL COUNTRY CHEVROLET

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

**CUST#: 240286F**

Deal Number: 117864

Date: 03/09/2020

## RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): ELLIS COUNTY

Address: 101 W MAIN ST STE 203 WAXAHACHIE, TX 75156

Telephone (1): 872-825-5114

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

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

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

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

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

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

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

YEAR 2020	MAKE CHEVROLET	MODEL TAHOE	COLOR WHITE	STOCK NO. 240286F
VIN/SERIAL NO. 1GNLCDEC6LR240286		ODOMETER READING <input type="checkbox"/> Not Accurate	3	SALESPERSON AARON WILEY
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		

WARRANTY STATEMENT	CASH PRICE OF VEHICLE	
<p>We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.</p> <p><b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <u>Traducción española: Vea el dorso.</u></p> <p><input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.</p>	62078.00	
	OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker	N/A
	N/A	N/A
TOTAL SELLING PRICE	62078.00	
LESS: TRADE-IN ALLOWANCE	N/A	
N/A	N/A	
SUBTOTAL	62078.00	
N/A	N/A	
SALES TAX	N/A	
DEALER'S INVENTORY TAX	N/A	
N/A	N/A	
DOCUMENTARY FEE *	N/A	
STATE INSPECTION FEE	N/A	
DEPUTY SERVICE FEE	N/A	
LICENSE FEE	N/A	
TITLE FEE	N/A	
N/A	N/A	
N/A	N/A	
TOTAL DUE	62078.00	
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt	N/A	
LESS CASH DUE AT DELIVERY	N/A	
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)	62078.00	

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

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

Purchaser \_\_\_\_\_

  
Accepted by Authorized Dealership Representative

Purchaser \_\_\_\_\_

DealerCAP

CATALOG #8963171  
55777\*1\*CC-FI

© 2015 CDK Global, LLC Texas (01/16)

DEAL# 117864 **Application for Texas Title and/or Registration**

Applying for (please check one): <input checked="" type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration				<b>TAX OFFICE USE ONLY</b> County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$: _____			
or a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____							
Vehicle Identification Number 1GNLCDEC6LR240286		2. Year 2020	3. Make CHEVROLET	4. Body Style N/A	5. Model TAHOE	6. Major Color WHITE	7. Minor Color
Texas License Plate No.	9. Odometer Reading (no tenths) 3	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			11. Empty Weight	12. Carrying Capacity (if any)	
3. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				14. Applicant Photo ID Number or FEIN/EIN			
5. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID		<input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> Other Military Status of Forces Photo ID		<input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID			
6. Applicant First Name (or Entity Name) ELLIS COUNTY		Middle Name		Last Name		Suffix (if any)	
7. Additional Applicant First Name (if applicable)		Middle Name		Last Name		Suffix (if any)	
8. Applicant Mailing Address 101 W MAIN ST STE 203			City WAXAHACHIE	State TX	Zip 75156	19. Owner County of Residence	
0. Previous Owner Name (or Entity Name) CALDWELL COUNTRY CHEVROLET		City CALDWELL	State TX	21. Dealer GDN (if applicable)	22. Unit No. (if applicable)		
3. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name		Last Name		Suffix (if any)	
4. Renewal Notice Mailing Address (if different)		City		State		Zip	
5. Applicant Phone Number (optional) (972)825-5114		26. Email (optional)			27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)		
8. Vehicle Location Address (if different)		City		State		Zip	
9. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)		30. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #29)		31. Certified/eTitle Lienholder ID Number (if any)		32. First Lien Date (if any) 03/09/20	
13. First Lienholder Name (if any) AMERICAN NATIONAL LEASING		Mailing Address 2732 MIDWESTERN PKWY		City WICHITA FALLS	State TX	Zip 76308	
14. Check only if applicable: <b>MOTOR VEHICLE TAX STATEMENT</b> <input type="checkbox"/> I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____							
15. Trade-In (if any) <input type="checkbox"/> Yes (Complete)		Year    Make    Vehicle Identification Number				36. Additional Trade-In(s) <input type="checkbox"/> Yes	
17. Check only if applicable: (a) Sales Price (\$ _____ rebate has been deducted) (b) Less Trade-in Amount, described in Item 35 above (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above (d) Taxable Amount (Item a minus Item b or Item c) (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% (g) Tax Paid to _____ (STATE) (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus item g)		<b>SALES AND USE TAX COMPUTATION</b> \$ _____ <input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____ <input type="checkbox"/> \$5 Even Trade Tax _____ <input type="checkbox"/> \$10 Gift Tax - Use Comptroller Form 14-317 _____ <input type="checkbox"/> \$65 Rebuilt Salvage Fee _____ <input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____ <input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____ <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____ <input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)					
<b>CERTIFICATION - State law makes falsifying information a third degree felony</b> I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable).							
Signature(s) of Seller(s), Donor(s), or Trader(s) <i>S. Kell</i>		Printed Name(s) (Same as Signature(s)) CALDWELL COUNTRY CHEVROLET			Date 03/09/20		
Signature of Applicant/Owner		Printed Name (Same as Signature)			Date 03/09/20		
Signature(s) of Additional Applicant(s)/Owner(s)		Printed Name(s) (Same as Signature(s))			Date		

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2797C

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

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

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

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
CC15706	1GNLCDEC4LR240268	<b>2020 Chevrolet PPV Tahoe W/ Emergency equipment from CAP Fleet</b>	1	<b>\$62,078.00</b>
<b>TOTAL:</b>				<b>\$62,078.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$46,178.00</b>

mvlooe2796C- Ellis County SO _____ Lessee: Please Initial
--

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

No. of Years:	3	Base Lease Payment:	\$13,753.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$13,753.00</b>
		<b>Lease End Date:</b>	<b>March 24, 2023</b>

**[END OF LEASE PURCHASE OPTION]**

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

**TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Events of Default. In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of thirty (30) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may peaceably enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.
- (b) Remedies. If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:
- (i) Lessee shall return the Equipment to Lessor as provided in Section 7.
  - (ii) Lessor may retain all Lease payments previously paid by Lessee.
  - (iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.
  - (iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.
- (c) Expense of Enforcement. Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

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

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

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

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

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

Date of Acceptance: March 24, 2020

Lessor: American National Leasing Company

By: Billy Hughes  
Billy Hughes  
Vice President of Leasing

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

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

**LESSEE'S ACCEPTANCE**

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

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

---

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

Date of Acceptance: March 24, 2020

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
03/24/2020	\$16,000.00
03/24/2021	\$13,753.00
03/24/2022	\$13,753.00
03/24/2023	\$13,753.00
03/24/2023	\$9,000.00

**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. 2797C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

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

To the extent, if any,

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

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

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

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

ELLIS COUNTY, TEXAS AS LESSEE

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

County Judge of Ellis County

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

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

Vice President of Leasing

QUOTED BY: Billy  
 American National Leasing Company  
 BUSINESS PHONE: 940-397-2457

**ELLIS COUNTY SO**

Tax ID #

**Lease No: ANLC# 2797C**

CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

Acceptance Date:  
 SOURCE: (3) Year Lease

**ELLIS COUNTY SO**

2020 PPV Tahoe Patrol	\$62,078.00
VIN# 1GNLCDEC4LR240268	\$0.00
	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$62,078.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$46,178.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
03/24/20	0.00	0	0.00	0.00	46,178.00
03/24/21	13,753.00	365	1,842.50	11,910.50	34,267.50
03/24/22	13,753.00	365	1,367.27	12,385.73	21,881.78
03/24/23	13,753.00	365	873.08	12,879.92	9,001.86
03/24/23	9,000.00	0	0.00	9,000.00	1.86
Net Capitalized Cost	46,178.00		<span style="border: 1px solid black; padding: 2px;">\$4,082.86</span>		
Interest Rate	3.9900%				
Residual Value	\$1.86				
Rounding Adjustment	(0.86)				
<b>Adjusted Res. Value</b>	<b>\$1.00</b>				



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

Invoice No LR240268

**INVOICE**

**Customer**

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

Date 03/02/2020  
Order No \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GNLCDEC4LR240268  TRADE:  PLEASE MAIL PAYMENT TO:  CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836  TERMS: NET 30	62078.00	62078.00

**Payment Details**

- Cash
- Check
- Credit Card

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

Subtotal	62078.00
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>62078.00</b>

Office Use Only  
DEAL# 117862

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

**CERTIFICATE OF ORIGIN FOR A VEHICLE**

5614



GZD81J

DATE  
02/10/20

INVOICE NO.  
10D98530040

VEHICLE IDENTIFICATION NO.  
1GNLCDEC4LR240268

YEAR  
2020

MAKE  
CHEVROLET

BODY TYPE  
TAHOE 2WD FOUR DOOR SUV

SHIPPING WEIGHT  
5086

H.P. (S.A.E.)  
45.4

G.V.W.R.  
6800

NO. CYLS.  
08

SERIES OR MODEL  
CC15706

N.T.R.  
1/2

P.O. NUMBER STATE-WHITE-30X

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

NAME OF DISTRIBUTOR, DEALER, ETC.

07083 XGPKS4

CALDWELL COUNTRY CHEVROLET

PO BOX 27

CALDWELL

TX 77836-0027

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

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

GENERAL MOTORS LLC

BY: Scott K Higley

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

DETROIT

MI 48243-1114

CITY - STATE

G83225029

GM 521 REV. 10-05

<p>Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of the law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.</p> <p>FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:</p>	
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1	<p>NAME OF PURCHASER(S) <u>ELLIS COUNTY</u></p> <p>ADDRESS <u>101 W MAIN ST STE 203 WAXAHACHIE TX 75156</u></p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER <u>CALWELL COUNTRY CHEVROLET</u> P48408 BY <u>[Signature]</u></p> <p>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</p> <p>State of <u>TX</u> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this <u>05</u> day of <u>MAR</u> 20<u>20</u></p> <p>County of <u>BURLESON</u> Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER _____ BY _____</p> <p>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER _____ BY _____</p> <p>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER _____ BY _____</p> <p>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER _____ BY _____</p> <p>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</p> <p>State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____</p> <p>County of _____ Notary Public</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
ODOMETER DISCLOSURE FOR RETAIL SALE	<p>Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and / or imprisonment.</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenths. <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. <b>WARNING ODOMETER DISCREPANCY</b></p> <p>Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____</p> <p>Printed Name(s) of Seller(s) _____ Dealer's No. _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____</p> <p>Signature of Purchaser(s) _____ Notary Public</p> <p>Printed Name of Purchaser(s) _____ State of _____</p> <p>Company Name (if Applicable) _____ County of _____</p> <p>Address of Purchaser(s) _____</p> <p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
LIENHOLDER	<p>1st lien in favor of <u>American National Leasing</u></p> <p>whose address is <u>2732 midwestern pkwy Wichita Falls TX 76308</u></p> <p>2nd lien in favor of _____</p> <p>whose address is _____</p>

Customer's Name: ELLIS COUNTY Deal/Stock No.: 240268F

### ODOMETER DISCLOSURE STATEMENT

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

I, CALDWELL COUNTRY CHEVROLET (transferor's name, Print) state that the odometer now reads 5 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

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

MAKE <b>CHEVROLET</b>	MODEL <b>TAHOE</b>	BODY TYPE
VEHICLE IDENTIFICATION NUMBER <b>1GNLCDEC4LR240268</b>		YEAR <b>2020</b>

S. Kell  
TRANSFEROR'S SIGNATURE

**CALDWELL COUNTRY CHEVROLET**  
PRINTED NAME

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

**CALDWELL** TX **77836**  
CITY STATE ZIP CODE

**03/02/2020**  
DATE OF STATEMENT

X  
TRANSFEREE'S SIGNATURE

**ELLIS COUNTY**  
PRINTED NAME

**ELLIS COUNTY**  
TRANSFEREE'S NAME

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

**WAXAHACHIE** TX **75156**  
CITY STATE ZIP CODE



# CALDWELL COUNTRY CHEVROLET

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

**CUST#: 240268F**

Deal Number: 117862

## RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): ELLIS COUNTY

Date: 03/02/2020

Address: 101 W MAIN ST STE 203 WAXAHACHIE, TX 75156

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

Telephone (1): 972-825-5114

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

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

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

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

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

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

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

YEAR 2020	MAKE CHEVROLET	MODEL TAHOE	COLOR WHITE	STOCK NO. 240268F
VIN/SERIAL NO. 1GNLCDEC4LR240268		ODOMETER READING <input type="checkbox"/> Not Accurate 5		SALESPERSON AARON WILEY
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
<b>WARRANTY STATEMENT</b>				
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.				
<b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <u>Traducción española: Vea el dorso.</u>				
<input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.				
<b>TRADE-IN VEHICLE INFORMATION</b>				
Year:	Make:	Model:	Color:	
N/A	N/A	N/A	N/A	
VIN/Serial No:	Odometer Reading:			
N/A	<input type="checkbox"/> Not Accurate N/A			
Trade-in Allowance:	Balance Owed & Lienholder:			
N/A	N/A			
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>				
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION				
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT				
<b>Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.</b>				
<b>*Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. Traducción española: Vea el dorso.</b>				
CASH PRICE OF VEHICLE				62078.00
OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker				N/A
N/A				N/A
TOTAL SELLING PRICE				62078.00
LESS: TRADE-IN ALLOWANCE				N/A
N/A				N/A
SUBTOTAL				62078.00
N/A				N/A
SALES TAX				N/A
DEALER'S INVENTORY TAX				N/A
N/A				N/A
DOCUMENTARY FEE *				N/A
STATE INSPECTION FEE				N/A
DEPUTY SERVICE FEE				N/A
LICENSE FEE				N/A
TITLE FEE				N/A
N/A				N/A
N/A				N/A
TOTAL DUE				62078.00
<input type="checkbox"/> DEPOSIT, <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt				N/A
LESS CASH DUE AT DELIVERY				N/A
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)				62078.00

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

**AMERICAN NATIONAL LEASING**

Accepted by Authorized Dealership Representative

Purchaser \_\_\_\_\_

Purchaser \_\_\_\_\_

DealerCAP

CATALOG #8963171  
55777\*1\*CC-FI

© 2015 CDK Global, LLC Texas (01/16)

DEAL# 117862 **Application for Texas Title and/or Registration**

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration				TAX OFFICE USE ONLY				
or a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other:				County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$: _____				
1. Vehicle Identification Number 1GNLCDEC4LR240268		2. Year 2020	3. Make CHEVROLET	4. Body Style N/A	5. Model TAHOE	6. Major Color WHITE	7. Minor Color	
8. Texas License Plate No.	9. Odometer Reading (no tenths) 5	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			11. Empty Weight	12. Carrying Capacity (if any)		
3. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				14. Applicant Photo ID Number or FEIN/EIN				
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID								
6. Applicant First Name (or Entity Name) ELLIS COUNTY		Middle Name	Last Name		Suffix (if any)			
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name		Suffix (if any)			
18. Applicant Mailing Address 101 W MAIN ST STE 203			City WAXAHACHIE	State TX	Zip 75156	19. Owner County of Residence		
20. Previous Owner Name (or Entity Name) CALDWELL COUNTRY CHEVROLET		City CALDWELL	State TX	21. Dealer GDN (if applicable)	22. Unit No. (if applicable)			
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name	Last Name		Suffix (if any)			
24. Renewal Notice Mailing Address (if different)		City	State		Zip			
25. Applicant Phone Number (optional) (972)825-5114		26. Email (optional)			27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)			
28. Vehicle Location Address (if different)		City	State		Zip			
29. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)	30. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #29)	31. Certified/eTitle Lienholder ID Number (if any)			32. First Lien Date (if any) 03/02/20			
33. First Lienholder Name (if any) AMERICAN NATIONAL LEASING		Mailing Address 2732 MIDWESTERN		City POKHACHITA FALLS	State TX	Zip 76308		
34. Check only if applicable: <b>MOTOR VEHICLE TAX STATEMENT</b> <input type="checkbox"/> I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____								
35. Trade-In (if any)	Year	Make	Vehicle Identification Number			36. Additional Trade-in(s) <input type="checkbox"/> Yes		
<input type="checkbox"/> Yes (Complete)								
37. Check only if applicable:	(a) Sales Price (\$ _____ rebate has been deducted)	(b) Less Trade-In Amount, described in Item 35 above	(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above	(d) Taxable Amount (Item a minus Item b or Item c)	(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625)	(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10%	(g) Tax Paid to _____ (STATE)	(h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g)
<input checked="" type="checkbox"/> N/A	\$ N/A	\$ ( )	\$ 62078.00	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
	<input type="checkbox"/> \$90 New Resident Tax - (Previous State)	<input type="checkbox"/> \$5 Even Trade Tax	<input type="checkbox"/> \$10 Gift Tax - Use Comptroller Form 14-317	<input type="checkbox"/> \$65 Rebuilt Salvage Fee	<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.)	<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.)	<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because:	
								<input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)
<b>CERTIFICATION - State law makes falsifying information a third degree felony</b>								
I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable).								
Signature(s) of Seller(s), Donor(s), or Trader(s) <i>S. Kell</i>		Printed Name(s) (Same as Signature(s)) CALDWELL COUNTRY CHEVROLET			Date 03/02/20			
Signature of Applicant/Owner		Printed Name (Same as Signature)			Date			
Signature(s) of Additional Applicant(s)/Owner(s)		Printed Name(s) (Same as Signature(s))			Date			

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2791C

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: DODGE CITY MCKINNEY  
 321 North Central Suite #240  
 McKinney, Texas 75070  
 (972) 569-9650

Model Number	Serial #	EQUIPMENT INFORMATION Item/Description:	Qty	Price
RTKH53	2C4RDGBG2KR638497	<b>2019 Dodge Caravan W/ Emergency equipment from CAP Fleet</b>	1	<b>\$41,774.00</b>
<b>TOTAL:</b>				<b>\$41,774.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$25,874.00</b>

mvlooe2790C- Ellis County SO
_____ Lessee: Please Initial

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

No. of Years:	5	Base Lease Payment:	\$5,810.00
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$5,810.00</b>
		<b>Lease End Date:</b>	<b>March 10, 2025</b>

**[END OF LEASE PURCHASE OPTION]**

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

**TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2791C – ELLIS COUNTY

5

Date of Acceptance: March 10, 2020

Lessor: American National Leasing Company

By: Billy Hughes  
Billy Hughes  
Vice President of Leasing

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

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

LESSEE'S ACCEPTANCE

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

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

---

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

Date of Acceptance: March 10, 2020

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
03/10/2020	\$16,000.00
03/10/2021	\$5,810.00
03/10/2022	\$5,810.00
03/10/2023	\$5,810.00
03/10/2024	\$5,810.00
03/10/2025	\$5,810.00

**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. 2791C entered between American National Leasing Company as "Lessor" and Ellis County, Texas as "Lessee".

Lessor and Lessee agree as follows:

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

To the extent, if any,

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

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

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

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

ELLIS COUNTY, TEXAS AS LESSEE

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

County Jude of Ellis County

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

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

Vice President of Leasing

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

**Lease No: ANLC# 2791C**  
 CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

**ELLIS COUNTY SO**

Acceptance Date:  
 SOURCE: (3) Year Lease

2019 Dodge Caravan transpo	\$41,774.00
VIN# 2C4RDGBG2KR638497	\$0.00
MARKED	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$41,774.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$25,874.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
02/15/20	0.00	0	0.00	0.00	25,874.00
02/15/21	5,810.00	366	1,035.20	4,774.80	21,099.20
02/15/22	5,810.00	365	841.86	4,968.14	16,131.06
02/15/23	5,810.00	365	643.63	5,166.37	10,964.69
02/15/24	5,810.00	365	437.49	5,372.51	5,592.18
02/15/25	5,810.00	366	223.74	5,586.26	5.92

Net Capitalized Cost	25,874.00	<b>\$3,181.92</b>
Interest Rate	3.9900%	
Residual Value	<b>\$5.92</b>	
Rounding Adjustment	(4.92)	
Adjusted Res. Value	<b>\$1.00</b>	

# DODGE CITY

GRAB LIFE!!

321 NORTH CENTRAL SUITE# 240  
MCKINNEY, TX. 75070  
PHONE : 972-569-9650



# INVOICE

DATE: 3/5/2020  
INVOICE # 1923011

Bill To:

**COUNTY OF ELLIS**

109 SOUTH JACKSON  
WAXAHACHIE, TX 75165

Ship To:

Comments or Special Instructions: VIN 2G4RDGBG2KR635497

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	STATE ORDER #	TERMS
JEFF Y			Best Way		
QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT	
1	2019 DODGE GRAND CARAVAN {WHITE}		\$23,778.00	\$23,778.00	
1	UCONNECT				
1	SPARE TIRE				
1	STOW AND GO				
1	CAP FLEET		\$17,746.00	\$17,746.00	
			SUBTOTAL	\$	41,524.00
			TAX RATE		0.00%
			SALES TAX		-
			SHIPPING AND HANDLING		250.00
			TOTAL	\$	41,774.00

**CERTIFICATE OF ORIGIN FOR A VEHICLE**

1923011

DATE	INVOICE NO
01-28-19	KRTK43140852
VEHICLE IDENTIFICATION NO	YEAR
2C4RDGBG2KR638497	2019
BODY TYPE	MAKE
WAGON	DODGE
H.P. / S.A.E.	SHIPPING WEIGHT
34.3	4329
Q / W.R.	SERIES OR MODEL
N/A 6050#	6 GRAND CARAVAN SE RTKH53



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

NAME OF DISTRIBUTOR, DEALER, ETC  
DEALER NUMBER 45107/45107

CHRYSLER JEEP DODGE CITY OF  
MCKINNEY  
PO BOX 2590  
MCKINNEY TX 75070

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

CHRYSLER JEEP DODGE CITY OF  
MCKINNEY  
PO BOX 2590  
MCKINNEY TX 75070

FCA US LLC

*Amy J. Tucker*

BY

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

AUBURN HILLS MICHIGAN

CITY STATE

23758009

83-100-0102 REV. 1/15

\*CERTIFIED FOR SALE IN ALL 50 STATES\*

# Application for Texas Title and/or Registration

363932

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration				<b>TAX OFFICE USE ONLY</b>		
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: <u>N/A</u>				County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____		
1. Vehicle Identification Number <b>2C4RDGBG2KR638497</b>	2. Year <b>2019</b>	3. Make <b>Dodge</b>	4. Body Style <b>WG</b>	5. Model <b>GRAND CARRAWHITE</b>	6. Major Color <b>WHITE</b>	7. Minor Color
8. Texas License Plate No. <b>123</b>	9. Odometer Reading (no tenths)	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt		11. Empty Weight <b>6,001 - 7,000 lbs</b>	12. Carrying Capacity (if any)	
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input checked="" type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				14. Applicant Photo ID Number or FEIN/EIN		
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID						
16. Applicant First Name (or Entity Name) <b>COUNTY OF ELLIS</b>		Middle Name	Last Name	Suffix (if any)		
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name	Suffix (if any)		
18. Applicant Mailing Address <b>109 SOUTH JACKSON</b>		City <b>WAXAHACHIE</b>	State <b>TX</b>	Zip <b>75165</b>	19. Owner County of Residence	
20. Previous Owner Name (or Entity Name) <b>CHRYSLER JEEP DODGE CITY OF MCKINNEY MCKINNEY</b>		City	State <b>TX</b>	21. Dealer GDN (if applicable) <b>P48917</b>	22. Unit No. (if applicable)	
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name	Last Name	Suffix (if any)		
24. Renewal Notice Mailing Address (if different)		City	State	Zip		
25. Applicant Phone Number (optional)	26. Email (optional)			27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)		
28. Vehicle Location Address (if different)		City	State	Zip		
29. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)	30. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #29)	31. Certified/eTitle Lienholder ID Number (if any)		32. First Lien Date (if any) <b>03/05/2020</b>		
33. First Lienholder Name (if any) <b>AMERICAN NATIONAL LEASING CO 2732 MIDWESTERN PKWY WICHITA FALLS, TX 76308</b>		Mailing Address	City	State	Zip	
34. Check only if applicable: <b>MOTOR VEHICLE TAX STATEMENT</b> <input type="checkbox"/> I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____						
35. Trade-In (if any)    Year    Make    Vehicle Identification Number <input type="checkbox"/> Yes (Complete)				36. Additional Trade-In(s) <input type="checkbox"/> Yes		
37. Check only if applicable: <b>SALES AND USE TAX COMPUTATION</b>						
(a) Sales Price (\$ <u>N/A</u> rebate has been deducted)		\$ <u>41774.00</u>		<input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____ <b>N/A</b>		
(b) Less Trade-in Amount, described in Item 35 above		\$ ( <u>N/A</u> )		<input type="checkbox"/> \$5 Even Trade Tax		
(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above		\$ ( <u>N/A</u> )		<input type="checkbox"/> \$10 Gift Tax - Use Comptroller Form <u>41774.00</u>		
(d) Taxable Amount (Item a minus Item b or Item c)		\$ <u>41774.00</u>		<input type="checkbox"/> \$65 Rebuilt Salvage Fee		
(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625)		\$ <u>N/A</u>		<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____ <b>N/A</b>		
(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10%		\$ <u>N/A</u>		<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____ <b>N/A</b>		
(g) Tax Paid to _____ (STATE)		\$ <u>N/A</u>		<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: <b>N/A</b>		
(h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g)		\$ <u>N/A</u>		<input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)		
<b>CERTIFICATION - State law makes falsifying information a third degree felony</b>						
I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable).						
Signature(s) of Seller(s), Donor(s), or Trader(s)		<b>CHRYSLER JEEP DODGE CITY OF MCKINNEY</b>			<b>03/05/2020</b>	
		Printed Name(s) (Same as Signature(s))			Date	
Signature of Applicant/Owner		<b>COUNTY OF ELLIS</b>			<b>03/05/2020</b>	
		Printed Name (Same as Signature)			Date	
Signature(s) of Additional Applicant(s)/Owner(s)						
		Printed Name(s) (Same as Signature(s))			Date	

# ODOMETER DISCLOSURE STATEMENT

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

I, CHRYSLER JEEP DODGE CITY OF MCKINNEY state that the odometer now  
(TRANSFEROR'S NAME - PRINT)

reads 123 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

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

MAKE Dodge

MODEL GRAND CARAVAN BODY TYPE WG

VEHICLE IDENTIFICATION NUMBER 2C4RDGBG2KR638497

YEAR 2019

TRANSFEROR'S NAME CHRYSLER JEEP DODGE CITY OF MCKINNEY  
(PRINTED NAME)

TRANSFEROR'S ADDRESS 700 S CENTRAL EXPRESSWAY  
(STREET)

MCKINNEY TX 75070  
(CITY) (STATE) (ZIP CODE)

TRANSFEROR'S NAME X  
(SIGNATURE)

DATE OF STATEMENT 03/05/2020

TRANSFEEE'S NAME COUNTY OF ELLIS  
(PRINTED NAME)

TRANSFEEE'S ADDRESS 109 SOUTH JACKSON  
(STREET)

WAXAHACHIE TX 75165  
(CITY) (STATE) (ZIP CODE)

TRANSFEEE'S NAME X  
(SIGNATURE)

COUNTY OF ELLIS  
(PRINTED NAME)

**Vehicle Test Detail**

Click [Here](#) To Print

Test End Date/Time: 3/2/2020 3:45:42 PM  
 Inspection Expiration Date: 03/31/2022  
 Affidavit: None

Overall Result: Pass  
 Certificate Number:  
 Inspection Type: 2YR

**Station Information**

Station ID: 6P040888  
 Station Name: CAP FLEET UPFITTERS

Inspector Name: JASON YOUNGS

Street Address 1: 2603 TAYLORS VALLEY RD  
 City: BELTON

**Vehicle Information**

Vehicle Type: Passenger Car  
 Year: 2019  
 License Plate:  
 Insurance Expiration: 03/01/2021

Make: DODG  
 LP State: None  
 Odometer Reading: 8

VIN: 2C4RDGBG2KR638497  
 Model: CARAVAN 2WD  
 Fuel Type: GAS

**Inspection Items**

Beam Indicator: Pass  
 Cab Lamps:  
 Exhaust Emiss. Sys.: Pass  
 Exhaust System: Pass  
 Gas Cap: Pass  
 Horn: Pass  
 Mirror: Pass  
 Reflector: Pass  
 Seat Belts: Pass  
 Side Marker Lamps:  
 Suspension:  
 Turn Signal Lamps: Pass  
 Rear Red Reflectors:

Backup Lamp:  
 Clearance Lamps:  
 Frame:  
 Exterior X-Over Mirror:  
 Identification Lamps:  
 Parking Brakes: Pass  
 School Bus Sign:  
 Service Brake:  
 Stop Lamps: Pass  
 Tail Lamps: Pass  
 Wheel Assembly: Pass  
 Windshield Wipers: Pass  
 Red Warning Lamps:

Brake System: Pass  
 Coupling Devices:  
 Fuel System:  
 Rear Lamp:  
 License Plate Lamp: Pass  
 Reflective Sheeting Tape:  
 Safety Guards or Flaps:  
 Side Reflectors:  
 Steering: Pass  
 Tires: Pass  
 Windshield:  
 Window Tint or Coat: Pass

**Fees**

Inspection Cost: \$7.00  
 State Fee: \$16.75

Repair Cost: \$0.00

Total Cost: \$7.00

County of Ellis  
109 South Jackson WAXAHACHIE TX 75165

~~CHRYSLER JEEP DODGE CITY OF MCKINNEY~~

TX  
Collin 248917

5 March 20

American Mustang Leasing Co  
2732 Midwestern Hwy WICHITA FALLS TX 76708