

# Making a Difference in Ellis County



Extension Monthly Report for County Commissioners

## Page Bishop, County Extension Agent – 4-H & Youth Development Overview of major programming efforts for August 2020

**Date**

8/6-7 Fall Major Livestock show entry nights (Agents held two entry nights for the Fall Major Livestock shows, West Texas Fair, Heart O Texas Fair, State Fair of Texas, and Tri State Fair) **22 adults and 18 youth**

8-8 Ellis County 4H Drive thru Banquet (Agents conducted a drive thru awards banquet for the 2020 annual 4-H achievement Banquet) **32 adults, 43 youth**

8/12-14 TCAAA District 8 retreat, Valera (Cancelled due to Covid19)

8/15 4-H Enrollment campaign kickoff (Agent delivered first round of Enrollment recruitment paperwork to local apartment complexes and real estate offices) **18 adults**

8/18 District 8 Admin/4-H Webinar (Agent attended webinar for District 8 Administration and 4-H updates)

### Major programming efforts and events planned for September 2020:

**Date**

9/3-6 West Texas Fair and Rodeo, Heifers, Lambs & Goats

9/8 TAE4-HA Meeting-Zoom

9/9 District 8 Fall Programming Meeting-Zoom

9/11-15 West Texas Fair and Rodeo, Heifers and Steers

9/22 Commissioners Court Interpretation w/Donald

9/23-27 State Fair of Texas, Lambs, Goats, and Barrows

SUMMARY OF EDUCATIONAL CONTACTS FOR APRIL 2020	
<b>EDUCATIONAL PROGRAMS:</b>	
Programs	3
Participants	133
<b>EDUCATIONAL CONTACTS:</b>	
Site Visits 4-H or ANR	9 (zoom)
Telephone	75
Office Visits	13
E-Mails	80

*Educational programs of the Texas AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating*

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

*Extension Newsletter for Commissioners Court*

Overview of major programming & planning efforts for Better Living for Texans  
 Extension Agent, Jade Edgar, for August 2020.

<i>August Educational Programs &amp; Planning:</i>	
<b>Dates</b>	<b>Location - Program - Attendance:</b>
08/03	Links to Success Online Meeting
08/06	BLT Share, Ask, Learn Online Meeting
08/11	Waxahachie Housing Authority, planning meeting <b>(1 attended)</b>
08/20	BLT Share, Ask, Learn Online Meeting
08/25	Longbranch Elementary, planning meeting <b>(1 attended)</b>
08/25	Red Oak ISD, planning meeting <b>(1 attended)</b>
08/27	Glenn Heights Action Center, planning meeting <b>(1 attended)</b>
08/28	Alzheimer's Association, planning meeting <b>(2 attended)</b>

<i>August 2020 Numbers:</i>		
<b><u>Educational Programming:</u></b>	<b><u>Educational Contacts:</u></b>	<b><u>Media Outreach:</u></b>
Programs: 0 One Shots: 1 Participants: 16+ Graduates: 0	In person meetings: 0 Online meetings: 8 E-mails: 15	Newsletter Monthly Update Reach: 250+ Facebook followers: 7 Facebook Posts: 11

<i>Upcoming September Programs:</i>		
<b>Dates</b>	<b>Location - Program:</b>	
9/8	Get the Facts-Facebook	Cooking & Nutrition Class
9/15	Get the Facts-Facebook	Cooking & Nutrition Class
9/22	Get the Facts-Facebook	Cooking & Nutrition Class
9/29	Get the Facts-Facebook	Cooking & Nutrition Class

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**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT****Miles traveled: 266****Selected major activities since last report****August 2020**

- 8/3-5 Virtual Texas A&M Beef Cattle Shortcourse. Agent advertised to local producers and participated in various services to develop local programming and as agent Professional Development.
- 8/6, 7, 10 Agent assisted 4-H Agent, 4-H members, parents and leaders in completing livestock show entries for upcoming Fall Major Livestock Shows. West Texas State Fair 27 exhibitors, State Fair of Texas 22 exhibitors and Heart of Texas Fair 27 exhibitors.
- 8/11 4-H Beef Project Workday for beef projects member preparing for upcoming Fall Stock Shows. 15 in attendance with 27 cattle.
- 8/13 Agent conducted ZOOM meeting with local Farm Bureau Representatives to present District 8 Ag Agent In-Service Training via Zoom.
- 8/18 District 8 Plan of Work and 4-H Program In-Service Training via Zoom.
- 8/19 Agent met with 26 area Ag Science Teachers, show officials and volunteers to discover and plan final details of 2021 Ellis County Youth Expo set for March/April 2021.
- 8/20 On farm consultation with new landowner regarding Pasture Management and Weed Control, Livestock Stocking Rates and Animal Husbandry Practices. Bristol area. Agent received and delivered PPE for local Ellis County Elections in November.
- 8/21 Agent met with District Range Specialist to evaluate local weed and brush control demonstrations.
- 8/26 On farm 4-H Project visit 6 exhibitors, to discuss parasite management, daily hair care and daily feed programs.
- 8/27 Agent met with 6 Master Gardener Officers and Board Members to discuss potential programs for Fall of 20 and 2021 programs.
- 8/28 Agent met with Waxahachie ISD, Lighthouse for Learning Board of Directors to discuss educational classes and programs offered for Fall of '20 and Spring of '21.

Phone calls, emails and Home and Farm consultations as needed and warranted.

**Educational Programming**

Programs	4+
Participants	200+

**Educational Contacts**

Site Visits 4-H	6
Site Visits Ag	3
Telephone	429
MG/MN Telephone	20
Office Visits	28
E-Mails	562
Newsletter/Letters	535
E-Gardening Newsletters	1605

**Media Outreach:**

Website hits	168
News Releases	4
Facebook posts	5
MG/MN new releases	4
MG/MN magazine	4
MG TV/Radio	4

**Major plans for next month**

9/3 through 9/19      West Texas Fair      (Abilene)  
                                 9-3 – 9-6 Jr. Heifers  
                                 9-11 – 9-13 Jr. Heifers  
                                 9/17 – 9/19 Jr. Steers

9-8, 9      District Agent In-Service Training      (Zoom)

9-14      Beef Project Workshop      (Waxahachie)

9-15      Master Gardener Program Planning Meeting      (Waxahachie)

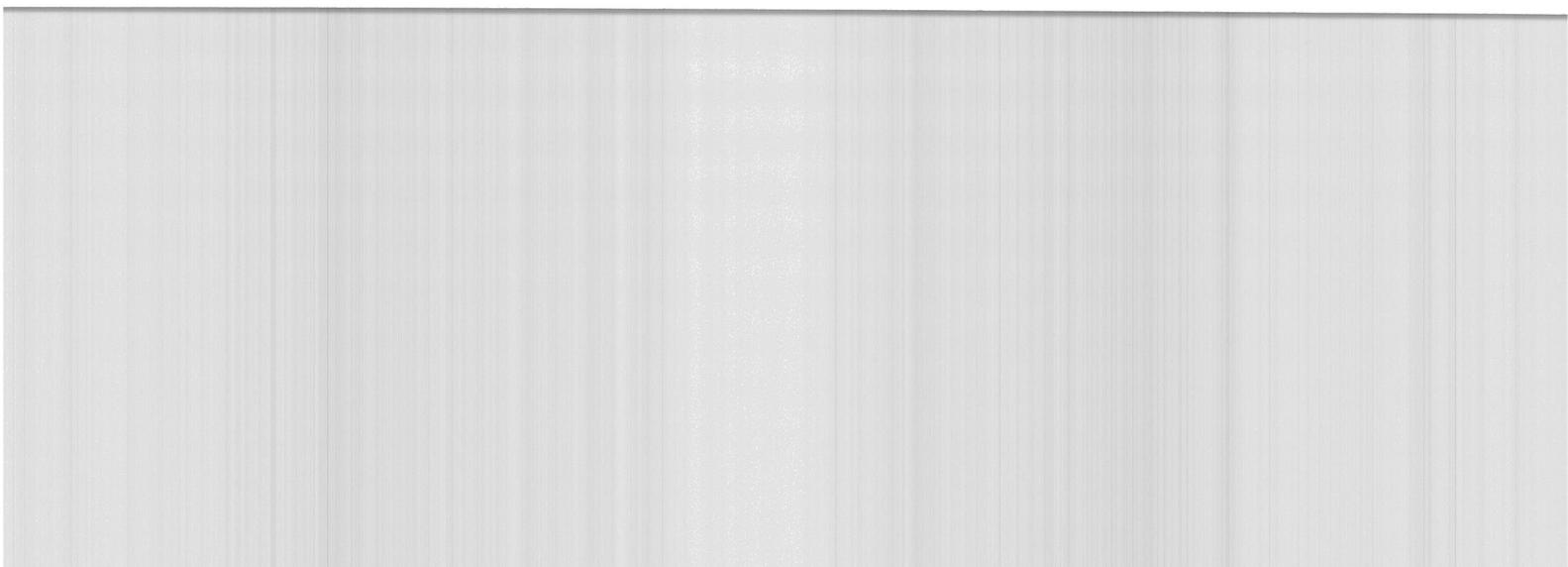
9-21      Texas Department of Agriculture Private Applicator Training      (Waxahachie)

9-22      Commissioners Court Program Interpretation (Donald Kelm) (Waxahachie)

9-23 through 10-2      State Fair of Texas Jr. Market Shows      (Dallas)  
                                 9-23, 24 Jr. Market Lambs  
                                 9-25, 26 Jr. Market Goats  
                                 9-26, 10-1 Jr. Market Barrows  
                                 9-29 – 10-1 Jr. Market Steers

**Mark Arnold**  
**Name**  
**County Extension Agent – Ag/Natural Resources**  
**Title**

**Ellis**  
**County**  
**9/1/2020**  
**Date**





# EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 250 miles

**Major activities since last report**

**Aug 2020**

- 8/4 Master Wellness Volunteer Planning Meeting- Met with Master Wellness Volunteer Arlene Hamilton, to plan for future Lighthouse for Learning class on Mediterranean Cooking. Class will be Dinner Tonight Cooking School with cooking demonstration and information on herb growing.
- 8/7 Address the Charge- Coming Together for Racial Understanding- Met with Cohort group for second review of survey that will go out to both AgriLife and CEP agents.
- 8/8 Ellis County 4-H Banquet- Assisted 4-H agent with drive through banquet, distributed awards and recognized youth.
- 8/10 4-H State Record book judging- Traveled to Palo Pinto county to assist with judging senior level record books in STEM category.
- 8/11-8/14 SALE-LE- Attended virtual San Antonio Livestock Exposition- Leadership Extension Conference. Attended various workshops on history and partnerships in Extension, teamwork, and leadership styles.
- 8/15 Mindful Eating Presentation- Provided educational program portion of Ellis County TDW meeting, discussed mindfulness and how to add those techniques to eating. **(17 attendees)**
- 8/18 District 8 Program Development Training- Attended training with district administration on important dates and expectations 2021.
- 8/21 Address the Charge- Coming Together for Racial Understanding- Met with Cohort group to go over sub committees and actions by each subcommittee.
- 8/25 PPE for Childcare Providers- Met with District administrator to pick up PPE to be distributed to childcare center. **7 childcare centers** in Ellis county received PPE in this round.
- 8/26 Central Region FCH Resource Committee Meeting-Met with district 3 and 8 agents to plan for FCH agent activities and professional development opportunities for the upcoming year.
- 8/28 Alzheimer’s Association Cooking Demonstration- Worked with BLT agent to present cooking demo which was an adaptation of class 3 from the Fresh Start to a Healthier You series. Discussed how to eat healthy on a budget. **(12 attendees)**
- 8/28 Lighthouse for Learning Board Meeting- Met with fellow board members to discuss fall semester, ideas for new classes, and Fall semester catalog distribution.

**Media Outreach:**

Website hits	189
News Releases	0
Facebook posts	31

**Online Learning:**

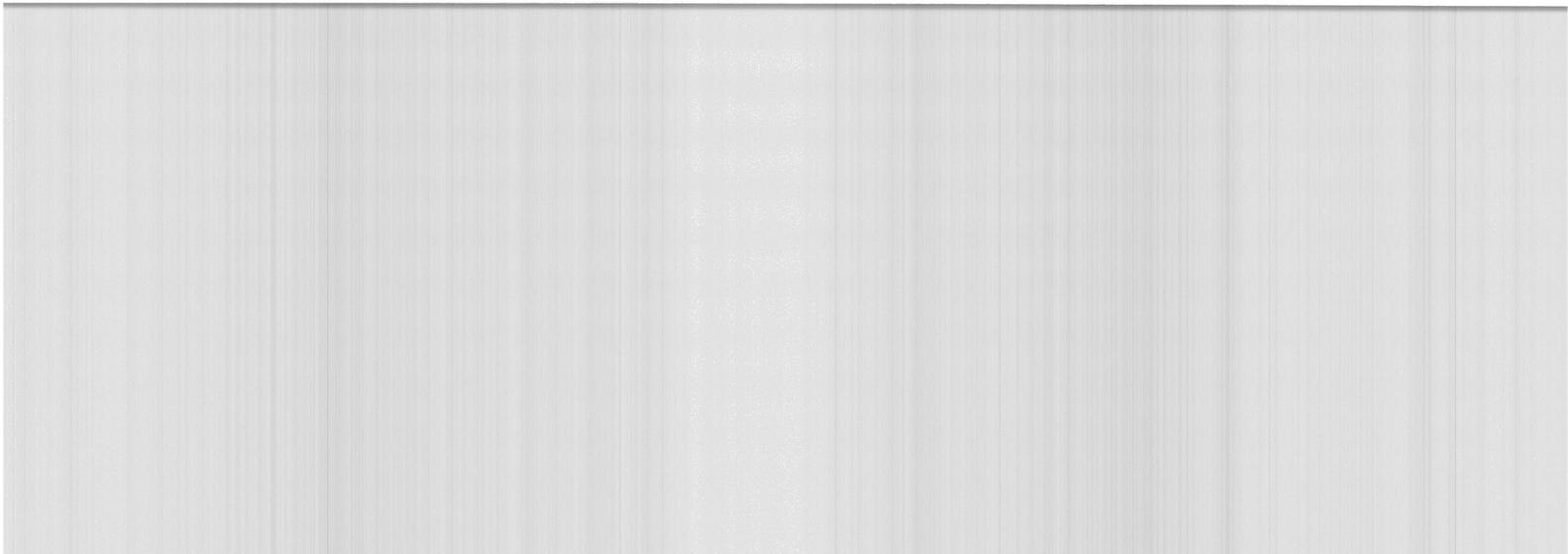
Childcare Education	716
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**Major plans for next month**

- Pettigrew Academy Curriculum Enrichment
- NEAFCS Virtual Annual Session (National Extension Association of Family and Consumer Sciences)
- Alzheimer’s Association Cooking Demonstration

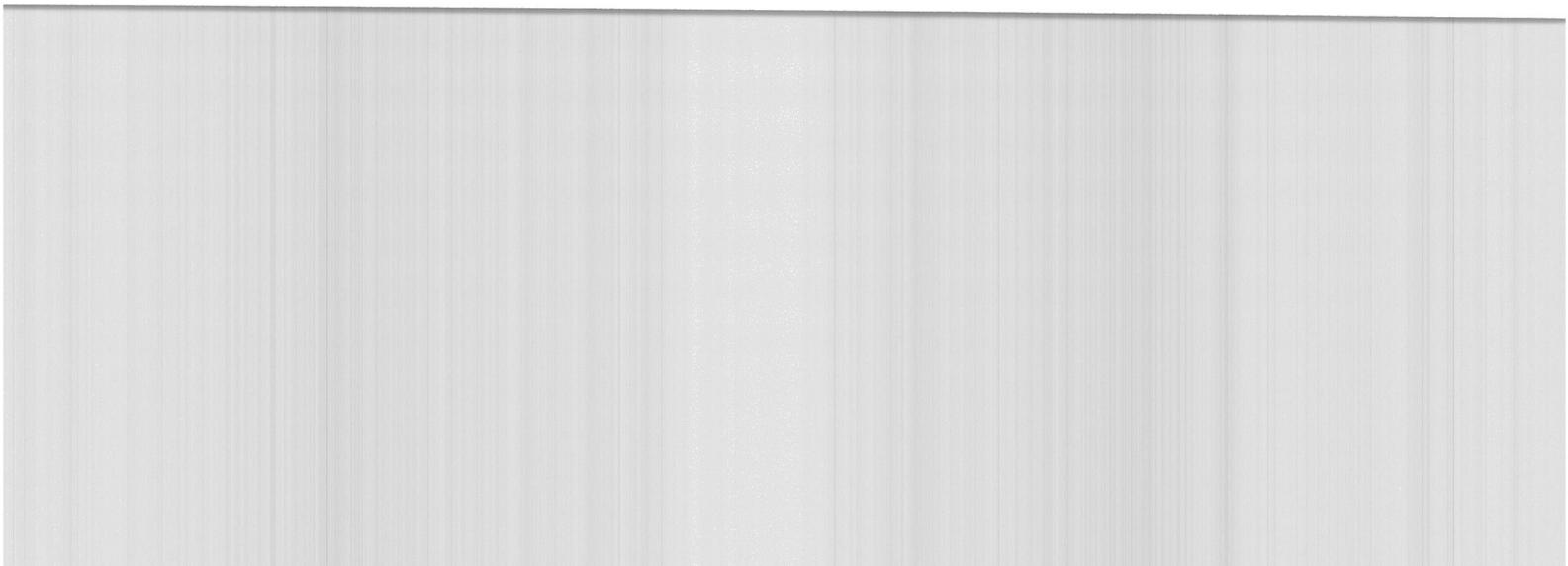
Liz Espie  
Name

Ellis  
County



**County Extension Agent – Family & Community Health**  
**Title**

**9/1/2020**  
**Date**



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

**NAME:** Liz Espie

**TITLE:** County Extension Agent –  
 Family & Community Health

**COUNTY:** Ellis

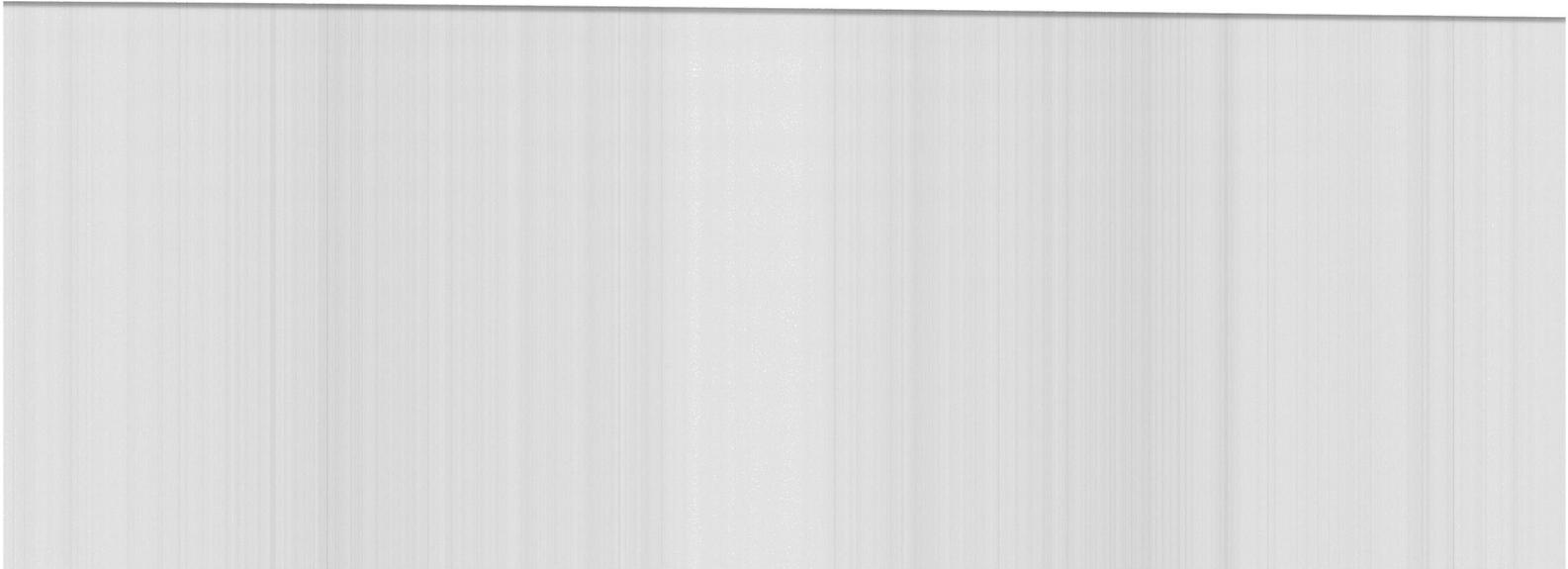
**MONTH:** August 2020

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
8/10	State Record Book Judging (Palo Pinto)	200		
8/25	Childcare Provider PPE Pickup (Alvarado)	50		
	Total Miles	250		

Other expenses in field (list)

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

Date: 9//2020 Signed:



**INTER-LOCAL COOPERATION CONTRACT AND AGREEMENT  
FOR DETENTION SERVICES  
BETWEEN  
THE COUNTY OF ELLIS AND THE CITY OF MIDLOTHIAN**

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

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

**WHEREAS:** the functions or services contracted for and to be provided by this agreement are within the definition of "Governmental function and services as defined by Section 791.003 of the Government Code; and

**WHEREAS:** the function or services contracted to be provided are functions or services that each party to the contract is authorized to perform individually; and

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

The County of Ellis of the State of Texas (hereinafter, COUNTY) shall be the party providing the function or service; to wit, detention services.

The City of Midlothian, of the State of Texas (hereinafter, CITY) shall be the party receiving the function or services and providing the consideration for such function or services.

Both parties acknowledge, understand and agree in reference to this agreement, the following:

1. That COUNTY shall provide housing to inmates of CITY who are charged with Class C misdemeanor offenses only.
2. That the cost to be charged to CITY by COUNTY providing housing of Class C misdemeanor inmates shall be \$60 per day.
3. That a day, for purposes of this agreement, shall include any part of a day beginning at 12:01 a.m. and ending at midnight of the same calendar day.
4. That the COUNTY by and through the Ellis County Sheriff's Office shall provide the housing, feeding, and security for the inmate housed under this agreement as well as providing health care supplies for the inmate as needed.

5. That the transportation of an inmate housed under the terms of this agreement to and from the Wayne McCollum Detention Center will be the sole responsibility of CITY.
6. That the CITY shall be responsible to take any and all inmates held under the terms of this agreement before a magistrate within twenty-three (23) hours from the time of said inmate's arrest or said inmate shall be released from the custody by the Ellis County Sheriff's personnel.
7. That the arresting agency of CITY shall provide the Ellis County Sheriff's Detention staff with a copy of the commitment order for the inmate and a copy of the judgment of the Court of the indigence hearing on the inmate wherein the inmate was found not to be indigent prior to the time or simultaneous with the time said inmate is delivered to the Wayne McCollum Detention Center.
8. That regardless of whether an inmate has been taken before a magistrate and regardless of whether a commitment order has been issued, the CITY agrees to pay for all expenses, including any medical or dental expenses, of an arrestee up until such arrestee is actually incarcerated in the Wayne McCollum Detention Center. The CITY also agrees to guard their arrestee during such arrestee's hospitalization prior to actual physical delivery for incarceration in the Wayne McCollum Detention Center. Once an arrestee is actually incarcerated in the Wayne McCollum Detention Center, the CITY agrees to pay the expenses of an inmate as agreed to herein this agreement.
9. That any inmate detained under this agreement shall undergo a medical screening process prior to acceptance into the Wayne McCollum Detention Center. Any prospective inmate found to be in immediate need of medical care by the intake officer will be rejected for admission. Regardless of any statutory provision, all emergency medical services required for an inmate being held for CITY will be the sole responsibility of CITY. If an inmate shall make a medical call to see a doctor, then CITY shall be billed for the actual cost of such medical call plus the cost of transporting the inmate to and from the location to provide that inmate with medical or dental services in an amount of \$0.32 per mile. Medical calls that require only the staff nurse on duty at the Wayne McCollum Detention Center will be provided as part of the service provided by COUNTY. In the event a medical emergency shall require transportation of the inmate to the hospital emergency room or confinement in the hospital, the detention personnel of COUNTY shall provide security on a temporary basis, not to exceed eighteen (18) hours. It shall be the responsibility of CITY to provide security for any inmate being held at the hospital for which CITY is financially responsible under the terms of this agreement within a reasonable time period that must begin no later than eighteen (18) hours from the inmate being delivered to the hospital. All emergency medical cost or other medical cost shall be the responsibility of CITY. Determination of the need to seek medical attention shall be made by COUNTY without any requirement for consultation with CITY prior to the time such medical service is required.
10. That the CITY shall indemnify and agree to hold harmless COUNTY for any loss which may occur to COUNTY while housing any inmate under this agreement except for acts or omissions of COUNTY which are intentional or grossly negligent.

11. The CITY agrees that is shall pay monthly to COUNTY as billed for services rendered under the terms of this agreement.

12. The parties agree that this inter-local agreement shall continue in force indefinitely. Said contract shall continue until such time as it shall be canceled or modified by either party. Either party may cancel this agreement upon one hundred eighty (180) days written notice to the other for any reason or cause or without cause.

EXECUTED in triplicate this, the \_\_\_\_\_ day of \_\_\_\_\_, 2019, 20

\_\_\_\_\_  
Todd Little  
COUNTY JUDGE, ELLIS COUNTY, TEXAS

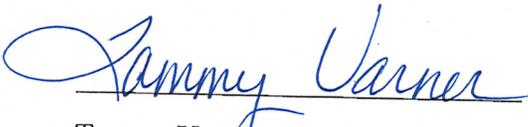
Pursuant to minute order \_\_\_\_\_

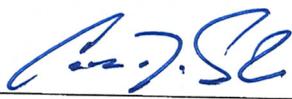
Attest:  
\_\_\_\_\_  
Krystal Valdez  
ELLIS COUNTY CLERK

Approved:  
  
\_\_\_\_\_  
Chuck Edge  
ELLIS COUNTY SHERIFF



  
\_\_\_\_\_  
Richard Reno  
MAYOR, CITY OF MIDLOTHIAN, TEXAS

Attest:  
  
\_\_\_\_\_  
Tammy Varner  
CITY SECRETARY

Approved:  
  
\_\_\_\_\_  
Carl Smith  
CHIEF OF POLICE

**AGREEMENT COOPERATION  
BETWEEN  
COUNTY OF ELLIS AND ENNIS GARDEN CLUB  
(represented by Chairman of the Bluebonnet Trail Annual Event)  
Pursuant to Local Govt. Code §319.003 (a) and 319.004**

**WHEREAS**, Ellis County desires to aid and share expenses in the exhibition of certain horticulture products, namely bluebonnets, that are of interests to the Community pursuant to Local Govt. Code §319.01; and

**WHEREAS**, such aid and sharing of expenses and authorized under Chapter § 319.003 (a) and 319.004 of Local Government Code of the State of Texas.

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

- A. The county of Ellis (hereinafter COUNTY) Precinct 2 shall be the party aiding and sharing in the expenses of the Bluebonnet Trail annual event which shall include the placement, maintenance, repair, and checking of signs for the Ennis Garden Club (represented by Chairman of Bluebonnet Trail annual event) in preparation of the Bluebonnet Trail annual event for services necessary before, during and after the annual Bluebonnet Trail event on Ellis County easements. The COUNTY shall further be authorized to provide necessary service(s), hardware, and good in preparation of the Bluebonnet Trail for FY '2020-21 as provided by Exhibit A and hereto approved and adopted at the Ellis County Commissioners' Court prior to the Trail event.
- B. The Ennis Garden Club (represented by the Chairman of the Bluebonnet Trail annual event) (hereinafter CLUB) shall be the party sharing expenses and aiding the COUNTY with this event.
- C. The CLUB, as paying party acknowledges and certifies that all payments shall be made from the current revenues available to CLUB.
- D. The terms of this agreement shall be from **FY October 1, 2020 to September 30, 2021.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the placement, maintenance, repair and checking of signs for the Ennis Garden Club in preparation of the Bluebonnet Trail or services necessary before, during after the annual Bluebonnet Trail event on Ellis County easements only, the following:
  - 1. that prior to beginning said project, a WORK ORDER, in the form similar to Exhibit A attached hereto shall be adopted at the Ellis County Commissioners' Court describing the project to be undertaken and identifying the project's location; and
  - 2. CLUB agrees to pay COUNTY for work performed pursuant adopted Work Order. Miscellaneous projects and charges will be agreed upon **before** Work Order is approved; and;

- F. CLUB agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in amount that fairly compensates COUNTY for services or functions performed by COUNTY under this contract.

EXECUTED in triplicate this the \_\_\_\_ day of \_\_\_\_\_, 2020.

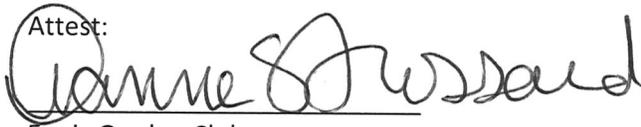
COUNTY OF ELLIS

\_\_\_\_\_  
**Todd Little**  
**County Judge, Ellis County, Texas**

Attest:

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
Ennis Garden Club  
Represented by Chairman of the  
Bluebonnet Trail Annual Event  
(Sandy Anderson)

Attest:  
  
Ennis Garden Club  
Title: President

**WORK ORDER UNDER AGREEMENT COOPERATION  
BETWEEN COUNTY OF ELLIS  
AND  
ENNIS GARDEN CLUB  
(Represented by Chairman of the Bluebonnet Trail annual event)**

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**Service Provider:** Ellis County, Texas

**Department to Provide Service:** Ellis County Commissioner, Pct. 2

**Basis of Authority to Provide Service:** *Interlocal Agreement dated:* \_\_\_\_\_

*per Commissioners Count Minute Order* \_\_\_\_\_

**Local Government Requesting Service:** *Ennis Garden Club (Represented by Chairman of the Bluebonnet Trail annual event)*

**Description of Project to be Undertaken:** *Place directional signs that are provided by Ennis Garden Club on Ellis County Precincts 1 & 2 county easements only (as designated by Ennis Garden Club representative(s)) for the Bluebonnet Trail annual event. Work Order services will be provided before, during and after the Bluebonnet Trail annual event (approximately end of February, March, April and middle of May, 2021).*

**Location of Project to be Undertaken:** *Ellis County Precincts 1& 2 - Easements –Locations are determined and designated by representatives of the Ennis Garden Club. –  
Note: Bluebonnets are located in Pct. 1 and Pct. 2 areas.*

**Requested by:** \_\_\_\_\_

**Lane Grayson  
Ellis County Commissioner, Pct. 2**

**APPROVED in Open Commissioners' Court per Minute Order No.** \_\_\_\_\_ **on the** \_\_\_\_\_ **day of** \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Todd Little  
Ellis County Judge**

\*\*\*\*\*

**ACCEPTED AND AGREED TO this** 11 **day of** Sept, 2020.

**Signature:** Sandra S. Anderson  
Sandra S. Anderson

**Title:** *Chairman of the 2020 Bluebonnet Trail  
(Ennis Garden Club)*

**On Behalf of:** *Ennis Garden Club (represented by  
Chairman of the Bluebonnet Trail Annual Event*

**INTERLOCAL COOPERATION CONTRACT  
BETWEEN  
COUNTY OF ELLIS AND THE AVALON INDEPENDENT SCHOOL DISTRICT**

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the ISD goods and services.
- B. The Avalon Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from **October 1, 2020 to September 30, 2021.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
  - 1. that prior to beginning said project, a **WORK ORDER** in the form similar to **EXHIBIT A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
  - 2. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and charges will be agreed upon before Work Order is approved; and,

- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract; and,
- 4 that the parties agree that this contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the payment party. Finally, each party agrees that the contractual payment made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the other for the services or function performed under this contract.

F. ISD agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

**EXECUTED** in duplicate this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY OF ELLIS

\_\_\_\_\_  
 TODD LITTLE  
 County Judge, Ellis County, Texas

Attest:

\_\_\_\_\_  
 Ellis County Clerk

AVALON INDEPENDENT  
 SCHOOL DISTRICT

\_\_\_\_\_  
 Signature  
 Printed Name: *Christopher Marshall*  
 Title: *Superintendent*

Attest:

*Todd M.D.*  
 \_\_\_\_\_  
 School Board President

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

**WHEREAS,** the hereinafter below described government entities desire to increase their

efficiency and effectiveness by entering into this contract one with the other; and

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Ennis goods and/or services.
- B. The City of Ennis (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2020 to September 30, 2021.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
  - 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agree upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.

F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

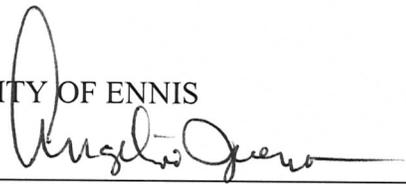
**EXECUTED** in duplicate this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY OF ELLIS

\_\_\_\_\_  
**TODD LITTLE**  
 County Judge, Ellis County, Texas

Attest:

\_\_\_\_\_  
 Ellis County Clerk

CITY OF ENNIS  
  
 Signature  
 Printed Name: Angelina Guerrero  
 Title: Mayor

Attest:

  
 \_\_\_\_\_  
 City Secretary (Administrator)



**INTERLOCAL COOPERATION CONTRACT  
BETWEEN  
COUNTY OF ELLIS AND THE ENNIS INDEPENDENT SCHOOL DISTRICT**

**WHEREAS,** the hereinafter below described government entities desire to increase their

efficiency and effectiveness by entering into this contract one with the other; and

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the ISD goods and services.
- B. The Ennis Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from **October 1, 2020 to September 30, 2021.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
  - 1. that prior to beginning said project, a **WORK ORDER** in the form similar to **EXHIBIT A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
  - 2. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and charges will be agreed upon before Work Order is approved; and,

- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract; and,
- 4 that the parties agree that this contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the payment party. Finally, each party agrees that the contractual payment made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the other for the services or function performed under this contract.

F. ISD agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

**EXECUTED** in duplicate this the 11 day of August, 2020.

COUNTY OF ELLIS

\_\_\_\_\_  
 TODD LITTLE  
 County Judge, Ellis County, Texas

Attest:

\_\_\_\_\_  
 Ellis County Clerk

ENNIS INDEPENDENT  
 SCHOOL DISTRICT  
 \_\_\_\_\_  
 Signature  
 Printed Name: Bramlet Beard  
 Title: President

Attest:  
Walter D. Beasley  
 School Board Secretary

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

**WHEREAS,** the hereinafter below described government entities desire to increase their

efficiency and effectiveness by entering into this contract one with the other; and

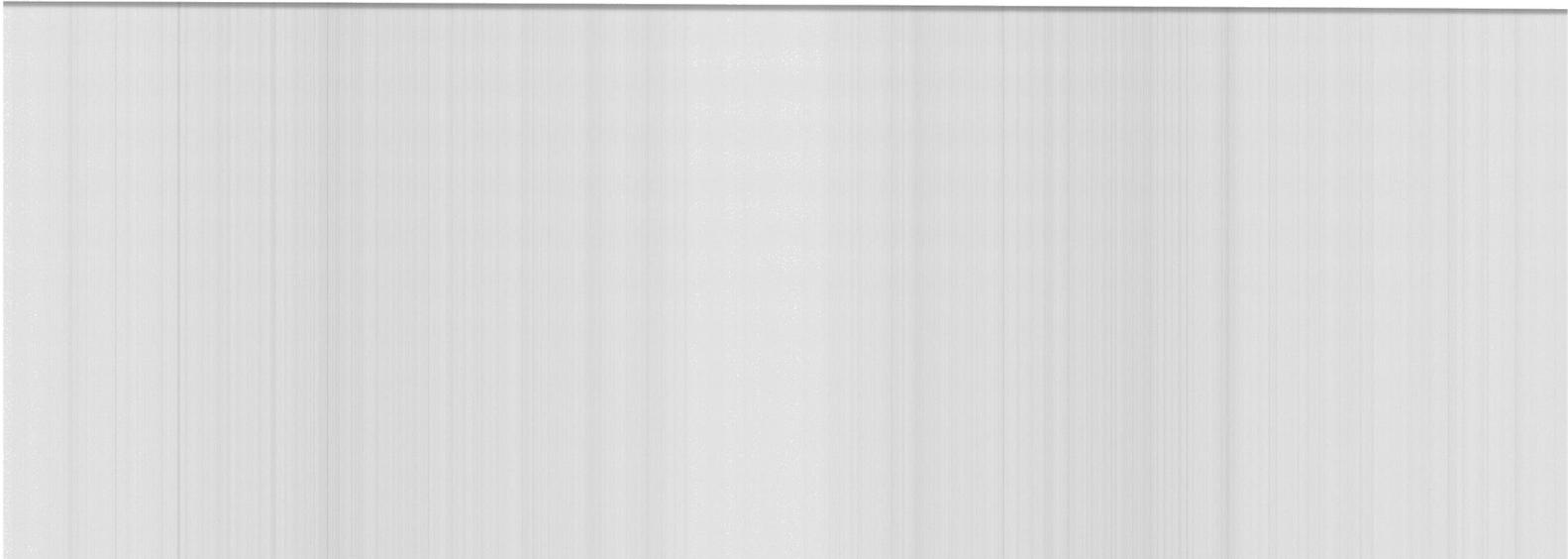
**WHEREAS,** such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Bardwell goods and/or services.
- B. The City of Bardwell (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2020 to September 30, 2021.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
  - 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and



- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved; and,
  - 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
  - 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

**EXECUTED** in duplicate this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY OF ELLIS

\_\_\_\_\_  
 TODD LITTLE  
 County Judge, Ellis County, Texas

Attest:

\_\_\_\_\_  
 Ellis County Clerk

CITY OF BARDWELL

Larry Gilbert  
 Signature  
 Printed Name: Larry Gilbert  
 Title: Mayor

Attest:

Christy Batten  
 City Secretary (Administrator)

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

**WHEREAS,** the hereinafter below described government entities desire to increase their

efficiency and effectiveness by entering into this contract one with the other; and

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Alma goods and/or services.
- B. The City of Alma (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2020 to September 30, 2021.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
  - 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agree upon before Work Order is approved; and,
  - 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
  - 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

**EXECUTED** in duplicate this the \_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY OF ELLIS

\_\_\_\_\_  
 Todd Little  
 County Judge, Ellis County, Texas

Attest:

\_\_\_\_\_  
 Ellis County Clerk

CITY OF ALMA

Jim Benton  
 Signature  
 Printed Name: Jim Benton  
 Title: City Manager

Attest:

Linda Blaylock  
 City Secretary (Administrator)



### Trial Balance for Ellis County

From 08/31/2020 To 09/15/2020

Fund	Name	Opening Balance	Debit	Credit	Closing Balance
1	GENERAL FUND	36,247,160.77	7,224,126.91	(8,618,212.42)	34,853,075.26
2	ROAD IMPROVEMENT FUND	1,006,624.51	732.80	-	1,007,357.31
3	ROAD/BRIDGE PCT. 1	1,843,129.63	35,680.68	(70,876.39)	1,807,933.92
4	ROAD/BRIDGE PCT. 2	1,402,135.49	54,632.87	(52,168.33)	1,404,600.03
5	ROAD/BRIDGE PCT. 3	1,088,528.87	356,597.37	(388,684.23)	1,056,442.01
6	ROAD/BRIDGE PCT. 4	1,265,496.98	57,096.59	(55,455.08)	1,267,138.49
7	ADULT PROBATION	1,089,117.48	462,184.99	(277,659.29)	1,273,643.18
8	JUVENILE PROBATION	1,063,264.38	670.94	(76,779.89)	987,155.43
9	F/M PCT. 1	1,901,678.23	125,494.70	(174,018.89)	1,853,154.04
10	F/M PCT. 2	641,552.01	162,281.69	(228,428.02)	575,405.68
11	F/M PCT. 3	1,329,507.45	182,975.61	(246,776.55)	1,265,706.51
12	F/M PCT. 4	1,440,089.86	302,394.33	(345,280.53)	1,397,203.66
13	LATERAL ROAD PCT. 1	312,148.87	-	-	312,148.87
14	COUNTY & DISTRICT CT TECH	35,625.51	64.00	-	35,689.51
15	JUSTICE COURT TECHNOLOGY FUND	156,374.31	884.30	-	157,258.61
16	DC ARCHIVES RECORDS MANAGEMENT	151,632.57	882.29	-	152,514.86
17	JURY	183,856.54	25,667.46	(25,710.00)	183,814.00
18	PERMANENT IMPROVEMENT	2,618,299.91	373,870.04	(370,368.00)	2,621,801.95
19	LAW LIBRARY	25,534.14	7,175.11	(7,070.13)	25,639.12
20	TRUST AND AGENCY FUND	1,020,420.22	1,639,601.39	(1,768,936.38)	891,085.23
21	RECORDS MANAGEMENT	1,246,630.96	23,694.83	-	1,270,325.79
22	CC ARCHIVES RECORDS MANAGEMENT	2,430,250.31	23,564.23	-	2,453,814.54
23	ROW AVAILABLE	133,826.40	26.86	-	133,853.26
24	FIRE MARSHAL SPECIAL FUND	139,180.99	1,173.01	(1,015.68)	139,338.32
26	DISTRICT COURT RECORDS TECH	190,652.23	1,750.73	-	192,402.96
27	ROAD DISTRICT #1	1,273,789.46	301.35	-	1,274,090.81
28	ROAD DISTRICT #5	71,708.53	16.96	-	71,725.49
29	ROAD DISTRICT #16	197,472.81	46.72	-	197,519.53
30	CHECK PROCESSING FEE AC	175,317.55	346.29	(948.30)	174,715.54
31	DRUG FORFEITURE FUND	138,520.17	562.76	(2,794.10)	136,288.83
32	GEN RECORD MANAGE/PRESE	514,666.82	192,907.99	(190,000.00)	517,574.81
33	COURTHOUSE SECURITY FUN	124,739.56	4,397.57	-	129,137.13
34	COURT REC. PRESERVATION 51.708	106,809.50	330.00	-	107,139.50
36	ELECTIONS ADMIN FEES	21,004.19	1.65	-	21,005.84
38	SERIES 07 INTEREST & SINKING	5,185,787.79	5,155,182.75	(10,279,952.08)	61,018.46
40	SERIES 07 BOND PROJECT	4,994,108.61	67,188.94	(131,490.75)	4,929,806.80
42	SHERIFF FEDERAL DRUG FORFEITURE	304,287.47	11,533.96	(13,161.72)	302,659.71
45	ELLIS CO COMM CORRECTIONS	21,193.07	66,624.36	(7,335.75)	80,481.68
46	SHERIFF SEIZURE FUND	328,473.40	45.91	-	328,519.31
47	SHERIFF DRUG FORFEITURE	16,004.36	1,598.99	-	17,603.35
48	DISTRICT ATTY DRUG SEIZ	167,523.07	20,874.42	(21,301.07)	167,096.42
50	CIVIL SUPERVISION FEES	98,273.44	2,993.39	(2,166.41)	99,100.42
56	CONSTABLE PCT #2 FORFEITURE	173.53	0.04	-	173.57
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	7,249.80	822.89	-	8,072.69
65	CSCD HIGH RISK CASELOAD	2,416.70	15,778.45	(2,497.55)	15,697.60
72	ELLIS COUNTY LEVEE #2	405,084.71	56.66	-	405,141.37
73	ELLIS COUNTY LEVEE #3	272,343.33	38.05	-	272,381.38
74	ELLIS COUNTY LEVEE #4	7,630.81	1.51	-	7,632.32
		<b>73,397,478.58</b>	<b>16,604,875.34</b>	<b>(23,359,087.54)</b>	<b>66,643,266.38</b>

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**Ellis County Auditor's Report**  
**August 2020**  
**Fiscal Year 2020**

Benchmark for 11 Months = 91.67%

	<u>FY2020</u> <u>Budget</u>	<u>YTD</u> <u>Rev/Exp as</u> <u>of 8/31/2020</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	49,420,770	48,463,199	98.06%	45,421,203	6.70%
DEPARTMENT OF DEVELOPMENT	381,000	511,681	134.30%	491,654	4.07%
COVID 19 REVENUES	-	692,186	N/A	-	N/A
ELECTIONS	433,448	430,901	99.41%	75,101	473.76%
DISTRICT CLERK	853,300	726,438	85.13%	781,223	-7.01%
COUNTY CLERK	1,758,150	1,626,380	92.51%	1,698,585	-4.25%
SHERIFF REVENUES	293,608	237,679	80.95%	382,812	-37.91%
COUNTY ATTORNEY	123,074	71,344	57.97%	111,799	-36.19%
TAX COLLECTOR	1,121,000	1,076,905	96.07%	1,064,318	1.18%
CIVIL ENGINEER	-	15	N/A	135	-88.89%
COUNTY COURT AT LAW #1	175,000	132,586	75.76%	175,891	-24.62%
COUNTY TREASURER	-	46	N/A	91	-49.45%
JUSTICE OF THE PEACE PCT. 1	150,000	139,846	93.23%	164,457	-14.97%
JUSTICE OF THE PEACE PCT. 2	348,750	230,283	66.03%	352,583	-34.69%
JUSTICE OF THE PEACE PCT. 3	159,023	116,787	73.44%	170,624	-31.55%
JUSTICE OF THE PEACE PCT. 4	179,100	155,415	86.78%	191,880	-19.00%
CONSTABLE PCT. 1	35,770	30,096	84.14%	39,477	-23.76%
CONSTABLE PCT. 2	55,740	53,110	95.28%	54,214	-2.04%
CONSTABLE PCT. 3	50,909	27,660	54.33%	48,034	-42.42%
CONSTABLE PCT. 4	40,740	47,215	115.89%	45,442	3.90%
BUDGETED FUND BALANCE	1,059,769	-	0.00%	-	N/A
	<b>56,639,151</b>	<b>54,769,772</b>	<b>96.70%</b>	<b>51,269,524</b>	<b>6.83%</b>
<i>General Fund Expenditures</i>					
SHERIFF	10,447,196	9,274,604	88.78%	8,703,653	6.56%
JAIL	12,072,900	10,527,808	87.20%	10,307,491	2.14%
MAINTENANCE	708,947	628,787	88.69%	661,771	-4.98%
COUNTY AUDITOR	735,455	628,925	85.52%	468,042	34.37%
INFORMATION TECHNOLOGY	532,817	468,012	87.84%	519,196	-9.86%
TEXAS A&M AGRILIFE EXTENSIONS	249,226	205,850	82.60%	193,956	6.13%
DEPARTMENT OF DEVELOPMENT	945,673	797,722	84.35%	768,711	3.77%
VETERANS SERVICE OFFICER	142,839	103,879	72.72%	112,438	-7.61%
COMMISSIONERS	471,225	453,006	96.13%	406,242	11.51%
COURT REPORTER	46,000	43,295	94.12%	46,824	-7.54%
ACCOUNTS PAYABLE	166,415	158,911	95.49%	142,792	11.29%
INDIGENT HEALTH CARE	1,243,474	780,111	62.74%	644,535	21.03%
COMMUNICATIONS	-	-	N/A	(341)	-100.00%
MENTAL HEALTH JUV EXP	236,000	20,850	8.83%	174,847	-88.08%
COVID 19 EXPENDITURES	-	406,441	N/A	-	N/A
NON-DEPARTMENTAL	7,918,693	5,446,474	68.78%	6,113,350	-10.91%
LEASE PAYMENTS	1,000,000	1,000,000	100.00%	-	N/A
STATE MANDATED INDIGENT LEGAL	2,236,000	1,474,485	65.94%	1,916,137	-23.05%
COMMUNITY SUPERVISION & CORREC	3,600	1,046	29.07%	3,907	-73.22%
40TH JUDICIAL DISTRICT COURT	227,402	193,330	85.02%	186,106	3.88%
378TH JUDICIAL DISTRICT COURT	225,891	177,859	78.74%	188,888	-5.84%
443RD JUDICIAL DISTRICT COURT	226,159	200,758	88.77%	184,409	8.87%
INDIGENT DEFENSE	102,012	88,892	87.14%	92,774	-4.18%
ELECTIONS	1,125,619	799,064	70.99%	578,912	38.03%
PURCHASING	261,734	223,200	85.28%	188,356	18.50%
DISTRICT CLERK	1,113,202	957,578	86.02%	905,558	5.74%

**Ellis County Auditor's Report**  
**August 2020**  
**Fiscal Year 2020**

Benchmark for 11 Months = 91.67%

	<u>FY2020</u> <u>Budget</u>	<u>YTD</u> <u>Rev/Exp as</u> <u>of 8/31/2020</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 CLERK	1,100,309	948,938	86.24%	931,743	1.85%
HIGHWAY PATROL	129,078	113,650	88.05%	90,116	26.12%
GAME WARDEN	-	-		311	
COUNTY ATTORNEY	3,979,068	3,427,365	86.13%	3,349,068	2.34%
TAX COLLECTOR	1,246,580	1,019,211	81.76%	1,037,338	-1.75%
CIVIL ENGINEER	633,896	528,096	83.31%	581,293	-9.15%
COUNTY COURT AT LAW #1	433,528	394,536	91.01%	348,298	13.28%
COUNTY COURT AT LAW #2	436,072	353,833	81.14%	359,383	-1.54%
COUNTY COURT AT LAW #3	200,000	-	0.00%	-	N/A
COUNTY JUDGE	395,966	323,387	81.67%	299,408	8.01%
COUNTY TREASURER	285,349	256,967	90.05%	236,820	8.51%
JUVENILE SERVICES	1,844,006	1,176,989	63.83%	1,133,693	3.82%
JUVENILE DETENTION	253,750	184,719	72.80%	181,191	1.95%
JUVENILE JJAEP	29,250	-	0.00%	-	N/A
HUMAN RESOURCES AND SERVICES	289,636	237,504	82.00%	268,274	-11.47%
EMERGENCY MANAGEMENT	205,324	195,198	95.07%	134,414	45.22%
FIRE MARSHAL	498,263	431,010	86.50%	405,581	6.27%
JUSTICE OF THE PEACE PCT.1	305,898	265,851	86.91%	254,775	4.35%
JUSTICE OF THE PEACE PCT.2	413,372	377,447	91.31%	351,449	7.40%
JUSTICE OF THE PEACE PCT.3	296,587	258,942	87.31%	253,019	2.34%
JUSTICE OF THE PEACE PCT.4	298,129	266,424	89.37%	248,654	7.15%
CONSTABLE PCT.1	204,040	169,104	82.88%	151,654	11.51%
CONSTABLE PCT.2	285,023	237,503	83.33%	157,753	50.55%
CONSTABLE PCT.3	204,102	168,438	82.53%	155,877	8.06%
CONSTABLE PCT.4	208,447	169,248	81.19%	154,891	9.27%
INTERFUND TRANSFERS	24,998	24,998	100.00%	-	N/A
	<b>56,639,151</b>	<b>46,590,241</b>	<b>82.26%</b>	<b>44,593,558</b>	<b>4.48%</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>-</b>	<b>8,179,531</b>		<b>6,675,966</b>	

*Ellis County Auditor's Report  
August 2020  
Fiscal Year 2020*

Benchmark for 11 Months = 91.67%

	<u>FY2020</u> <u>Budget</u>	<u>YTD</u> <u>Rev/Exp as</u> <u>of 8/31/2020</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	1,409,833	106.04%	1,370,059	2.90%
ROAD & BRIDGE PCT. 2	1,499,000	1,370,792	91.45%	1,516,083	-9.58%
ROAD & BRIDGE PCT. 3	2,126,283	1,499,871	70.54%	1,605,190	-6.56%
ROAD & BRIDGE PCT. 4	1,612,500	1,414,405	87.72%	1,336,595	5.82%
	<b>6,567,283</b>	<b>5,694,900</b>	<b>86.72%</b>	<b>5,827,926</b>	<b>-2.28%</b>
<i>Road &amp; Bridge Funds - Expenditures</i>					
ROAD & BRIDGE PCT. 1	1,329,500	982,514	73.90%	958,484	2.51%
ROAD & BRIDGE PCT. 2	1,499,000	1,204,311	80.34%	1,180,444	2.02%
ROAD & BRIDGE PCT. 3	2,126,283	1,477,962	69.51%	1,219,864	21.16%
ROAD & BRIDGE PCT. 4	1,612,500	1,268,567	78.67%	967,269	31.15%
	<b>6,567,283</b>	<b>4,933,354</b>	<b>75.12%</b>	<b>4,326,061</b>	<b>14.04%</b>
<i>Revenues Over/(Under) Expenditures</i>	-	<i>761,547</i>		<i>1,501,865</i>	

<i>Farm to Market Funds - Revenues</i>					
FARM TO MARKET 1	1,755,086	1,392,449	79.34%	1,430,418	-2.65%
FARM TO MARKET 2	1,422,529	1,330,944	93.56%	1,199,491	10.96%
FARM TO MARKET 3	1,727,386	1,408,221	81.52%	1,217,642	15.65%
FARM TO MARKET 4	2,329,867	1,489,922	63.95%	1,493,503	-0.24%
	<b>7,234,869</b>	<b>5,621,535</b>	<b>77.70%</b>	<b>5,341,053</b>	<b>5.25%</b>
<i>Farm to Market Funds - Expenditures</i>					
FARM TO MARKET 1	1,755,086	981,852	55.94%	733,923	33.78%
FARM TO MARKET 2	1,422,529	979,951	68.89%	891,910	9.87%
FARM TO MARKET 3	1,727,386	1,039,827	60.20%	944,025	10.15%
FARM TO MARKET 4	2,329,867	1,277,663	54.84%	933,802	36.82%
	<b>7,234,869</b>	<b>4,279,294</b>	<b>59.15%</b>	<b>3,503,660</b>	<b>22.14%</b>
<i>Revenues Over/(Under) Expenditures</i>	-	<i>1,342,242</i>		<i>1,837,393</i>	

<i>Interest &amp; Sinking Funds - Revenues</i>					
INTEREST & SINKING SERIES 2002	-	-	N/A	42,288	-100.00%
SERIES 16 INTEREST & SINKING	8,590,363	4,930,568	57.40%	4,330,355	13.86%
	<b>8,590,363</b>	<b>4,930,568</b>	<b>57.40%</b>	<b>4,372,643</b>	<b>12.76%</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	3,455,662	40.23%	3,419,888	1.05%
	<b>8,590,363</b>	<b>3,467,245</b>	<b>40.36%</b>	<b>3,419,888</b>	<b>1.38%</b>
<i>Revenues Over/(Under) Expenditures</i>	-	<i>1,463,323</i>		<i>952,755</i>	

**Ellis County Auditor's Report**  
**August 2020**  
**Fiscal Year 2020**

Benchmark for 11 Months = 91.67%

	<u>FY2020</u> <u>Budget</u>	<u>YTD</u> <u>Rev/Exp as</u> <u>of 8/31/2020</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>Special Revenue Funds - Revenues</i>					
LATERAL ROADS	60,000	60,396	100.66%	60,418	-0.04%
COUNTY & DISTRICT COURT TECH	3,500	2,254	64.40%	4,122	-45.31%
JUSTICE COURT TECHNOLOGY	19,000	19,481	102.53%	27,849	-30.05%
DC ARCHIVES RECORDS MANAGEMENT	10,500	11,260	107.23%	13,626	-17.37%
JURY	156,400	150,334	96.12%	176,673	-14.91%
LAW LIBRARY	222,654	183,535	82.43%	225,130	-18.48%
RECORDS MANAGEMENT	399,000	424,904	106.49%	366,618	15.90%
CC ARCHIVES RECORDS MANAGEMENT	370,000	335,486	90.67%	387,614	-13.45%
FIRE MARSHAL SPECIAL FUND	56,500	50,250	88.94%	45,009	11.64%
DISTRICT COURTS RECORDS TECH	21,000	21,732	103.49%	24,961	-12.94%
DA CHECK PROCESSING	45,035	4,323	9.60%	8,179	-47.15%
DA DRUG FORFEITURE	66,000	21,403	32.43%	33,292	-35.71%
GENERAL RECORDS MGMT/PRESERVAT	62,000	58,650	94.60%	75,569	-22.39%
COURTHOUSE SECURITY	155,700	80,137	51.47%	82,016	-2.29%
COURT REC. PRESERVATION	10,000	10,480	104.80%	12,720	-17.61%
ELECTION ADMIN FEES	13,000	12,278	94.44%	19,203	-36.07%
SHERIFF FEDERAL FORFEITURE	54,490	48,675	89.33%	56,562	-13.94%
SHERIFF SEIZURE	1,600	2,828	176.74%	6,910	-59.08%
SHERIFF FORFEITURE	150,800	31,906	21.16%	22,253	43.37%
DA DRUG SEIZURE	1,200	40,341	3361.74%	52,873	-23.70%
CONSTABLE 2 FORFEITURE	170	1	0.82%	3	-54.72%
CONSTABLE 1 FORFEITURE	180	-	0.00%	-	N/A
TRUANCY & PREVENTION	46,000	7,327	15.93%	-	N/A
	<b>1,924,729</b>	<b>1,577,980</b>	<b>81.98%</b>	<b>1,701,601</b>	<b>-7.26%</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%	275	-100.00%
DC ARCHIVES RECORDS MANAGEMENT	10,500	-	0.00%	-	N/A
JURY	156,400	103,375	66.10%	133,862	-22.77%
LAW LIBRARY	222,654	199,215	89.47%	189,432	5.16%
RECORDS MANAGEMENT	399,000	118,072	29.59%	172,447	-31.53%
CC ARCHIVES RECORDS MANAGEMENT	370,000	-	0.00%	586,918	-100.00%
FIRE MARSHAL SPECIAL FUND	56,500	13,893	24.59%	23,839	-41.72%
DISTRICT COURTS RECORDS TECH	21,000	-	0.00%	-	N/A
DA CHECK PROCESSING	45,035	18,342	40.73%	25,424	-27.86%
DA DRUG FORFEITURE	66,000	43,678	66.18%	57,215	-23.66%
GENERAL RECORDS MGMT/PRESERVAT	62,000	-	0.00%	-	N/A
COURTHOUSE SECURITY	155,700	3,882	2.49%	76,900	-94.95%
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	54,490	39,623	72.72%	54,030	-26.66%
SHERIFF SEIZURE	1,600	-	0.00%	-	N/A
SHERIFF FORFEITURE	150,800	150,152	99.57%	-	N/A
DA DRUG SEIZURE	1,200	67,567	5630.55%	149,515	-54.81%
CONSTABLE 2 FORFEITURE	170	-	0.00%	-	N/A
CONSTABLE 1 FORFEITURE	180	-	0.00%	-	N/A
LAW ENFORCEMENT BLOCK GRANT	-	13	N/A	-	N/A
TRUANCY & PREVENTION	46,000	-	0.00%	-	N/A
	<b>1,924,729</b>	<b>769,419</b>	<b>39.98%</b>	<b>2,513,407</b>	<b>-69.39%</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>-</b>	<b>808,561</b>		<b>(811,807)</b>	

**Ellis County Auditor's Report**  
**August 2020**  
**Fiscal Year 2020**

Benchmark for 11 Months = 91.67%

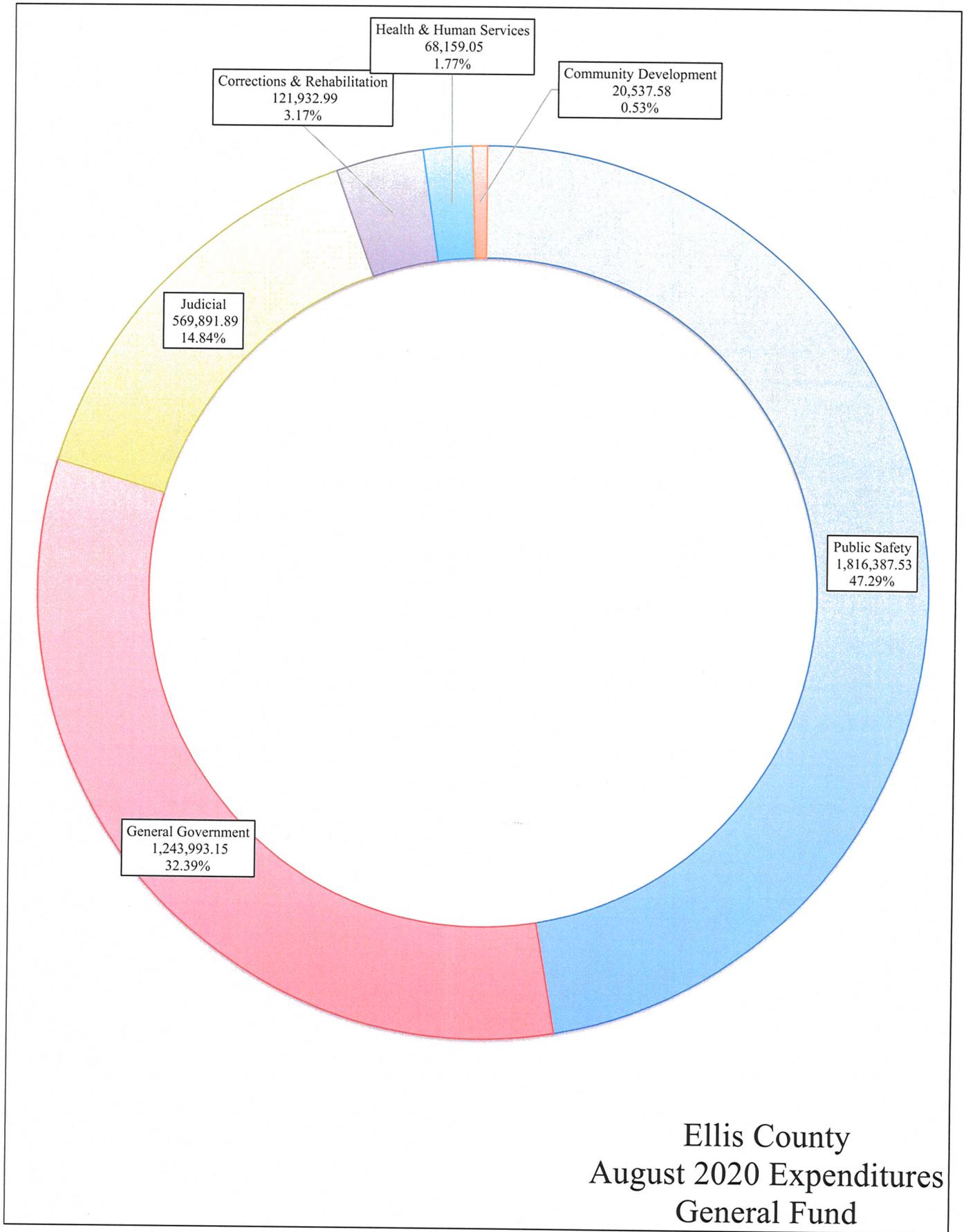
	<u>FY2020</u> <u>Budget</u>	<u>YTD</u> <u>Rev/Exp as</u> <u>of 8/31/2020</u>	<u>% of</u> <u>Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
<i>Capital Projects Funds - Revenues</i>					
ROAD IMPROVEMENT FUND	296,000	305,650	103.26%	301,127	1.50%
PERMANENT IMPROVEMENT	2,096,325	2,115,526	100.92%	682,839	209.81%
ROW AVAILABLE	313,455	5,603	1.79%	2,851	96.52%
RIGHT OF WAY 2008	-	-	N/A	26,815	-100.00%
ROAD DISTRICT 1	1,238,918	14,591	1.18%	28,284	-48.41%
ROAD DISTRICT 5	69,582	821	1.18%	1,592	-48.41%
ROAD DISTRICT 16	191,716	2,262	1.18%	4,385	-48.41%
SERIES 19 BOND PROJECT	5,250,000	57,080	1.09%	-	N/A
	<b>9,455,996</b>	<b>2,501,534</b>	<b>26.45%</b>	<b>1,047,893</b>	<b>138.72%</b>
<i>Capital Projects Funds - Expenditures</i>					
ROAD IMPROVEMENT FUND	296,000	8,450	2.85%	-	N/A
PERMANENT IMPROVEMENT	2,096,325	4,048	0.19%	322,064	-98.74%
ROW AVAILABLE	313,455	145,994	46.58%	-	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	47,558	0.91%	-	N/A
	<b>9,455,996</b>	<b>208,900</b>	<b>2.21%</b>	<b>322,064</b>	<b>-35.14%</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>-</b>	<b>2,292,634</b>		<b>725,829</b>	

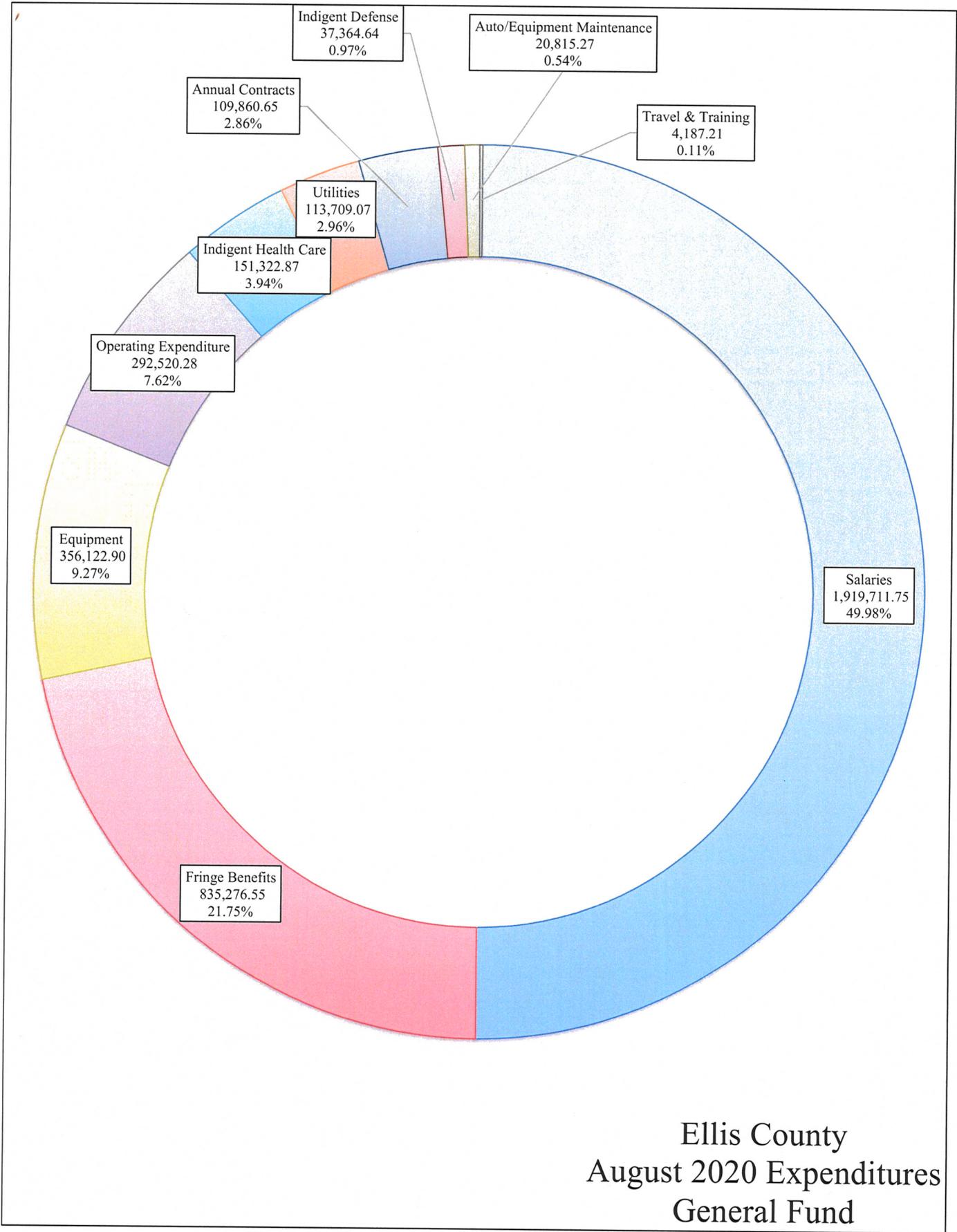
<i>Other Funds - Revenues</i>					
TRUST AND AGENCY FUND	-	6,825,071	N/A	7,114,528	-4.07%
LEVEE 2	-	15,541	N/A	23,628	-34.23%
LEVEE 3	-	56,152	N/A	65,480	-14.25%
LEVEE 4	-	178	N/A	250	-28.64%
	<b>-</b>	<b>6,896,942</b>	<b>N/A</b>	<b>7,203,886</b>	<b>-4.26%</b>
<i>Other Funds - Expenditures</i>					
TRUST AND AGENCY FUND	-	7,027,479	N/A	6,626,072	6.06%
LEVEE 2	-	50	N/A	3,200	-98.44%
LEVEE 3	-	79,615	N/A	53,509	48.79%
LEVEE 4	-	-	N/A	-	N/A
	<b>-</b>	<b>7,107,144</b>	<b>N/A</b>	<b>6,682,781</b>	<b>6.35%</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>-</b>	<b>(210,202)</b>		<b>521,104</b>	

<i>Summary</i>					
REVENUE SUMMARY	90,412,391	81,993,232	90.69%	76,764,526	6.81%
EXPENDITURE SUMMARY	90,412,391	67,355,597	74.50%	65,361,420	3.05%
<b>Revenues Over/(Under) Expenditures</b>	<b>-</b>	<b>14,637,635</b>		<b>11,403,105</b>	

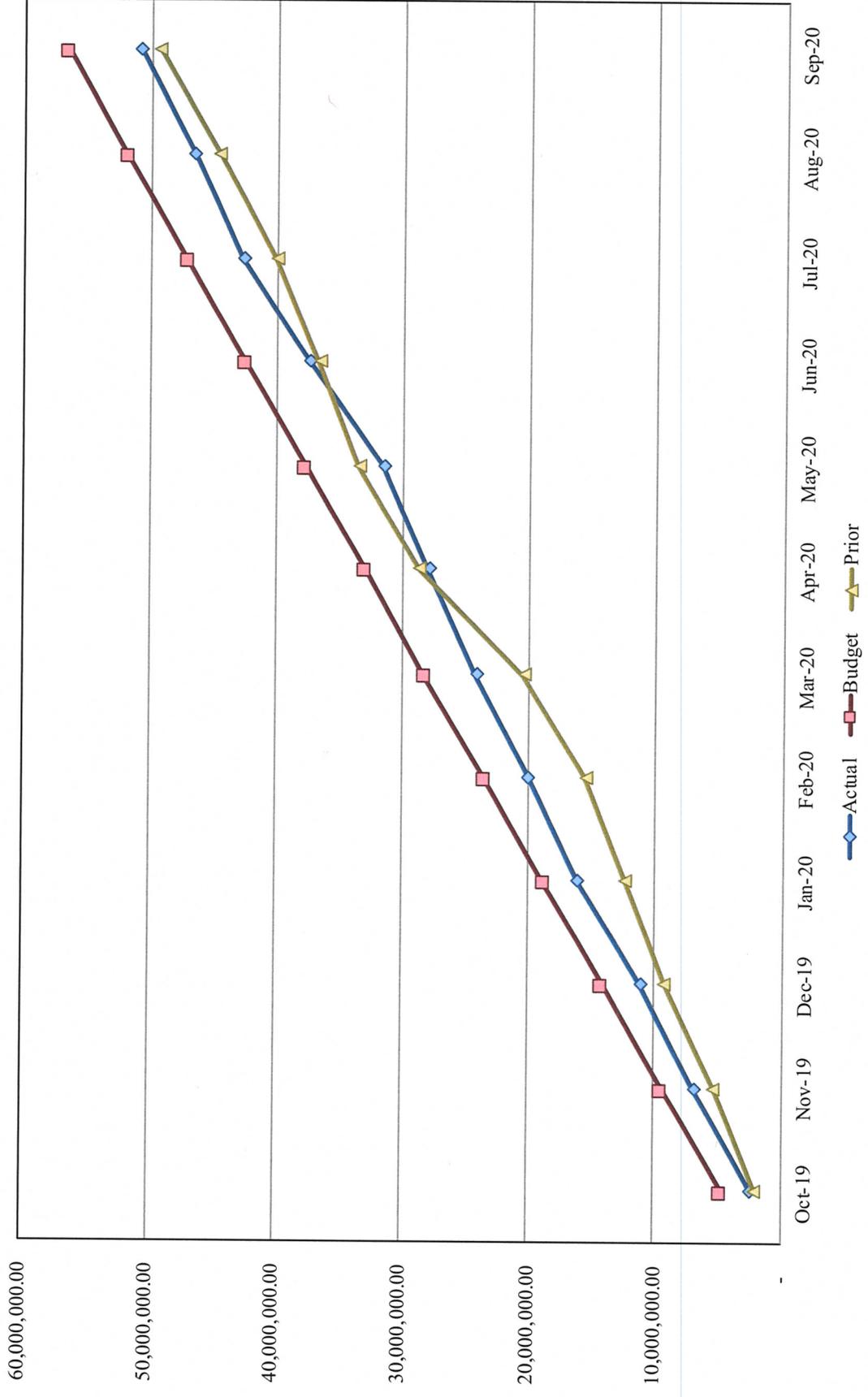
**Statement of Revenues, Expenditures, and changes in Fund Balance  
August 2020**

	General Fund	R&B #1	R&B #2	R&B #3	R&B #4	F/M #1	F/M #2	F/M #3	F/M #4
<b>REVENUES</b>									
Property Taxes	\$ 136,237.91	\$ 2,202.07	\$ 2,202.07	\$ 2,202.07	\$ 2,202.07	\$ 3,854.75	\$ 3,854.74	\$ 3,854.74	\$ 3,854.74
Mixed Beverage Taxes	-	-	-	-	-	-	-	-	-
License and permits	-	-	-	-	-	-	-	-	-
Fines & Fees	374,124.07	66,651.66	45,705.71	45,705.67	45,705.67	-	-	-	-
Charges for Services	29,642.39	-	-	-	-	-	-	-	-
Grant Revenue	41,019.59	-	-	-	-	-	-	-	-
Intergovernmental	19,350.06	-	-	-	-	-	-	-	-
Investment income	37,108.37	376.96	296.29	247.19	68,509.00	3,080.00	-	6,107.50	114,366.00
Miscellaneous	132,061.91	-	-	-	256.93	438.32	166.12	288.49	299.31
<b>Total Revenues</b>	<u>769,544.30</u>	<u>69,230.69</u>	<u>48,204.07</u>	<u>48,154.93</u>	<u>116,673.67</u>	<u>7,373.07</u>	<u>4,020.86</u>	<u>10,250.73</u>	<u>118,520.05</u>
<b>EXPENDITURES</b>									
General Government	1,243,993.15	-	-	-	-	-	-	-	-
Public Safety	1,816,387.53	-	-	-	-	-	-	-	-
Judicial	569,891.89	-	-	-	-	-	-	-	-
Community Development	20,537.58	-	-	-	-	-	-	-	-
Infrastructure and Environmental	-	90,054.16	157,499.27	89,698.69	207,827.22	147,198.30	123,702.99	88,407.97	70,460.54
Health and Human Services	68,159.05	-	-	-	-	-	-	-	-
Corrections & Rehabilitation	121,932.99	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-
Interest & Fiscal Charges	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<u>3,840,902.19</u>	<u>90,054.16</u>	<u>157,499.27</u>	<u>89,698.69</u>	<u>207,827.22</u>	<u>147,198.30</u>	<u>123,702.99</u>	<u>88,407.97</u>	<u>70,460.54</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(3,071,357.89)</u>	<u>(20,823.47)</u>	<u>(109,295.20)</u>	<u>(41,543.76)</u>	<u>(91,153.55)</u>	<u>(139,825.23)</u>	<u>(119,682.13)</u>	<u>(78,157.24)</u>	<u>48,059.51</u>
<b>OTHER FINANCING SOURCES (USES)</b>									
Issuance of Long Term Debt	-	-	-	-	-	-	-	-	-
Sale of Capital Assets	-	-	-	-	-	-	-	-	-
Insurance Recoveries	-	-	-	-	-	-	-	-	-
Operating Transfers In	-	-	-	-	-	-	-	-	-
Operating Transfers Out	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-	-	-	-
<b>NET CHANGE IN FUND BALANCES</b>	<u>(3,071,357.89)</u>	<u>(20,823.47)</u>	<u>(109,295.20)</u>	<u>(41,543.76)</u>	<u>(91,153.55)</u>	<u>(139,825.23)</u>	<u>(119,682.13)</u>	<u>(78,157.24)</u>	<u>48,059.51</u>
<b>FUND BALANCE, BEGINNING</b>	<u>38,736,842.48</u>	<u>1,851,541.30</u>	<u>1,499,160.23</u>	<u>1,113,771.64</u>	<u>1,342,808.16</u>	<u>2,043,104.90</u>	<u>762,592.05</u>	<u>1,376,081.57</u>	<u>1,393,922.77</u>
<b>PRIOR PERIOD ADJUSTMENT</b>	-	-	-	-	-	-	-	-	-
<b>FUND BALANCE, ENDING</b>	<u>\$ 35,665,484.59</u>	<u>\$ 1,830,717.83</u>	<u>\$ 1,389,865.03</u>	<u>\$ 1,072,227.88</u>	<u>\$ 1,251,654.61</u>	<u>\$ 1,903,279.67</u>	<u>\$ 642,909.92</u>	<u>\$ 1,297,924.33</u>	<u>\$ 1,441,982.28</u>



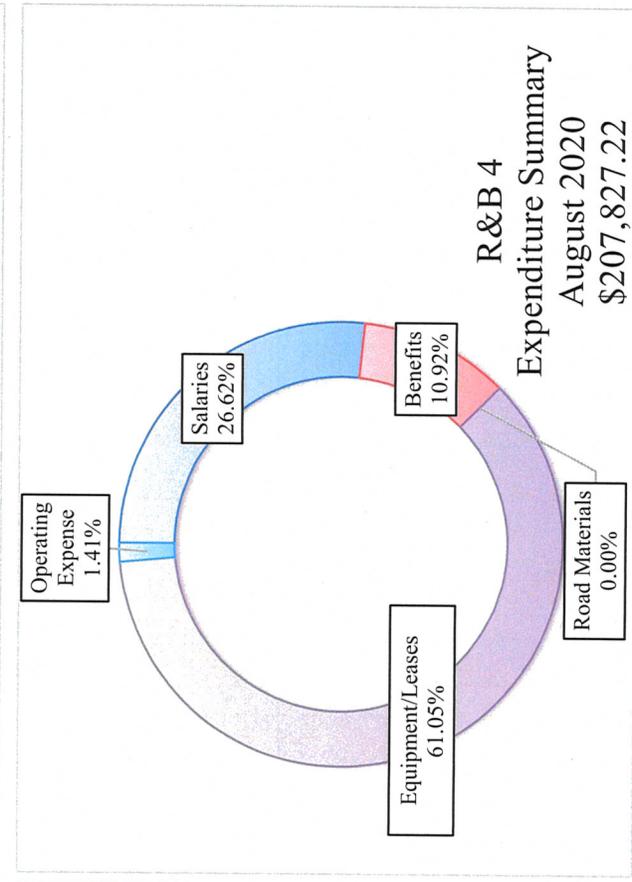
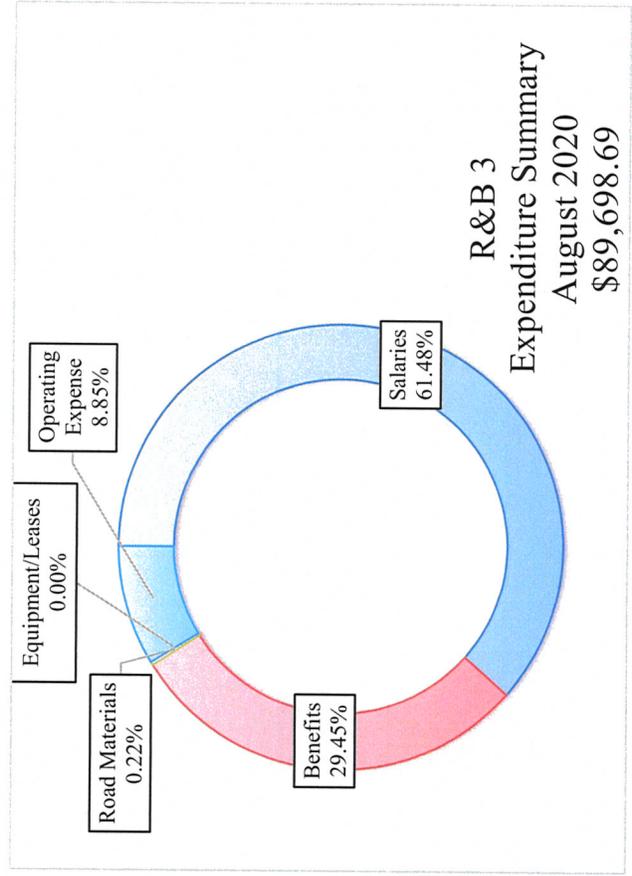
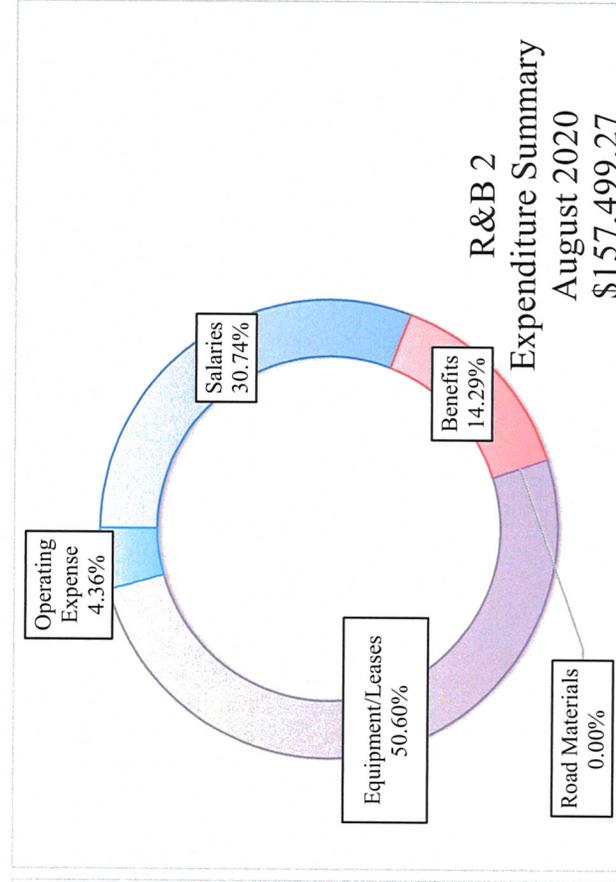
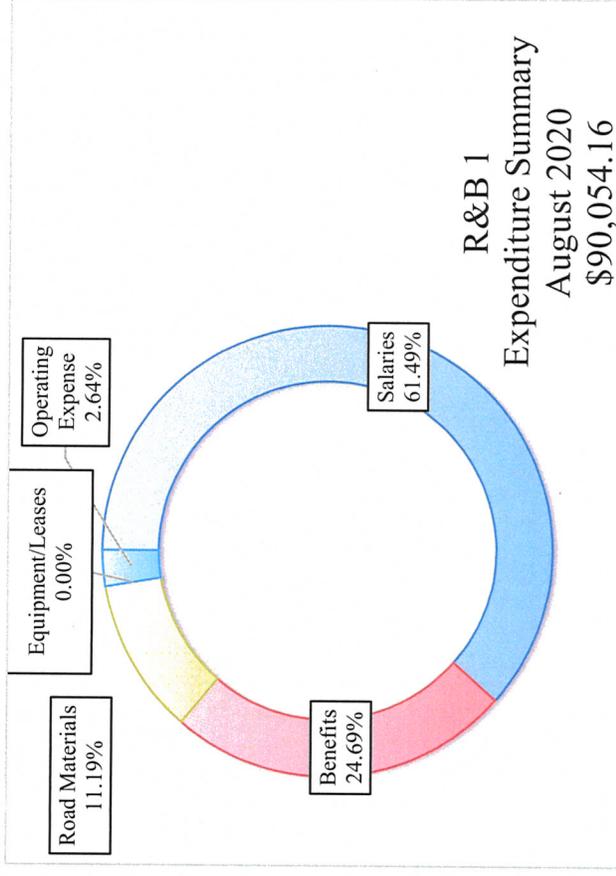


## General Fund Expenditure Projection FY2020

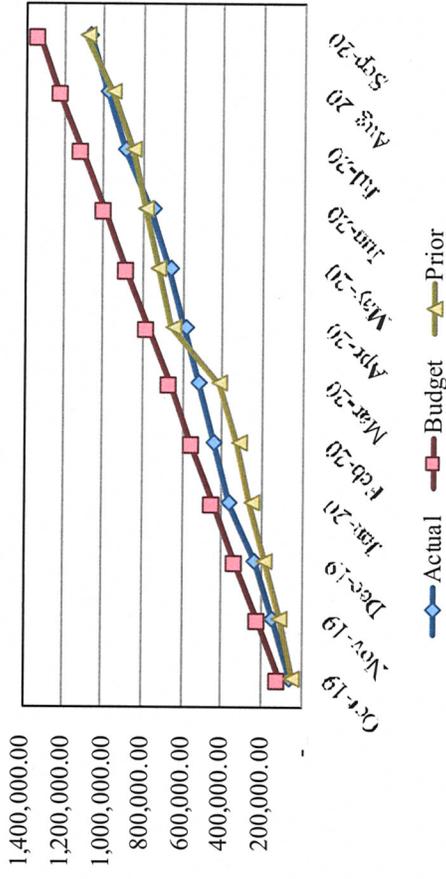


**Road & Bridge Expenditure Summary - August 2020**

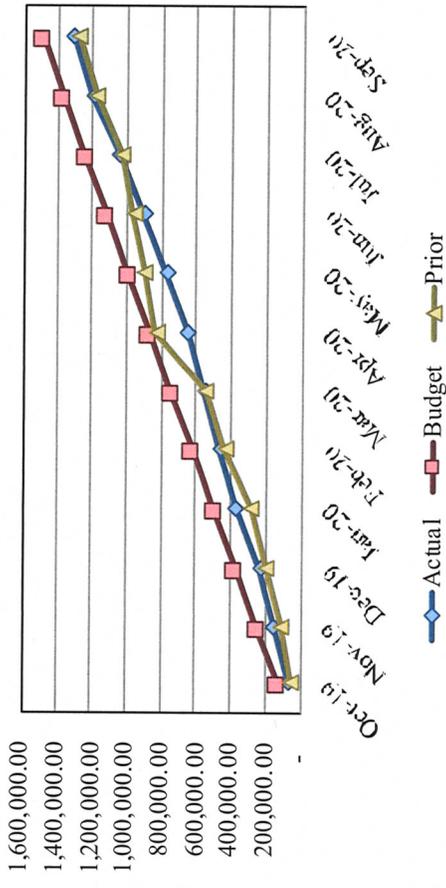
	<b>R&amp;B #1</b>	<b>R&amp;B #2</b>	<b>R&amp;B #3</b>	<b>R&amp;B #4</b>
Salaries	\$ 55,370.75	\$ 48,422.21	\$ 55,147.11	\$ 55,330.60
Benefits	22,230.39	22,514.07	26,418.97	22,691.72
Road Materials	10,073.86	-	193.96	-
Equipment/Leases	-	79,689.55	-	126,871.32
Operating Expense	2,379.16	6,873.44	7,938.65	2,933.58
	<b>\$ 90,054.16</b>	<b>\$ 157,499.27</b>	<b>\$ 89,698.69</b>	<b>\$ 207,827.22</b>



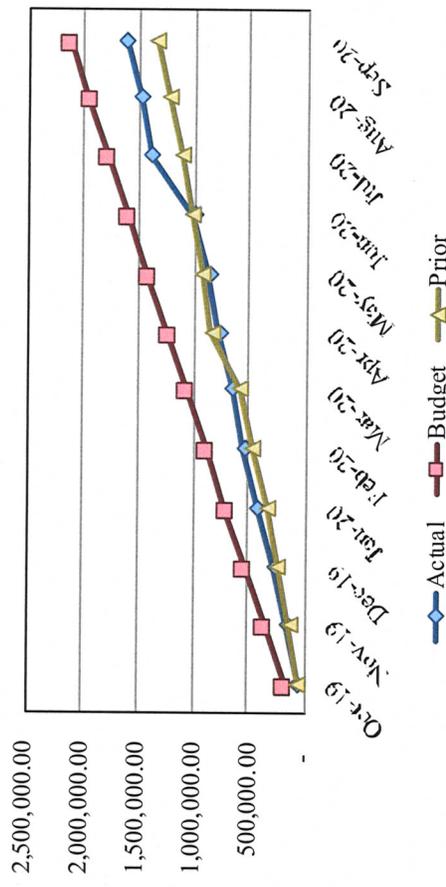
**Road & Bridge Pct. #1**  
Expenditure Projection FY2020



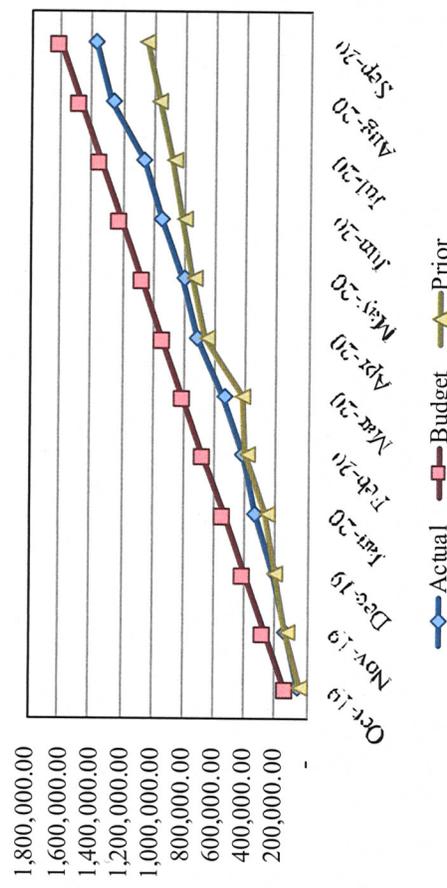
**Road & Bridge Pct. #2**  
Expenditure Projection FY2020



**Road & Bridge Pct. #3**  
Expenditure Projection FY2020

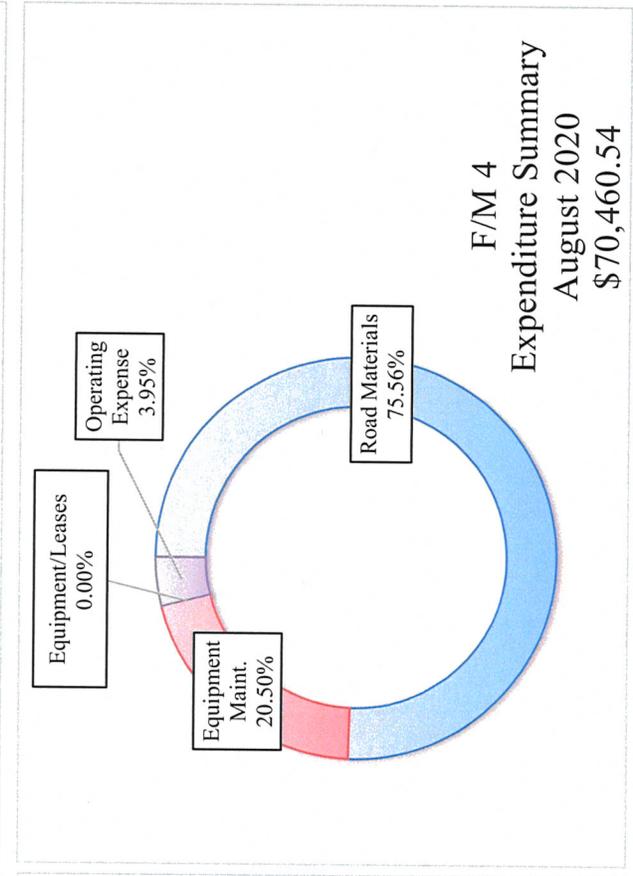
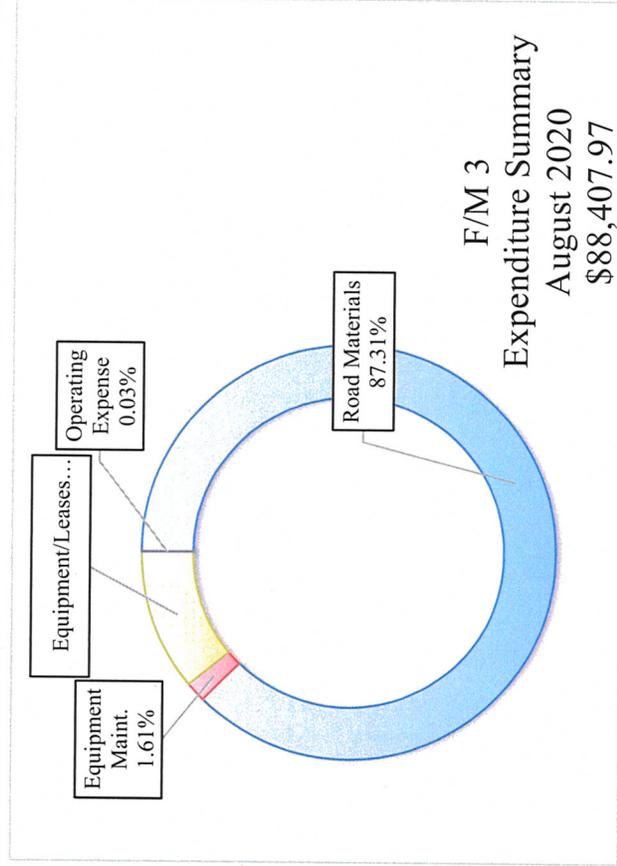
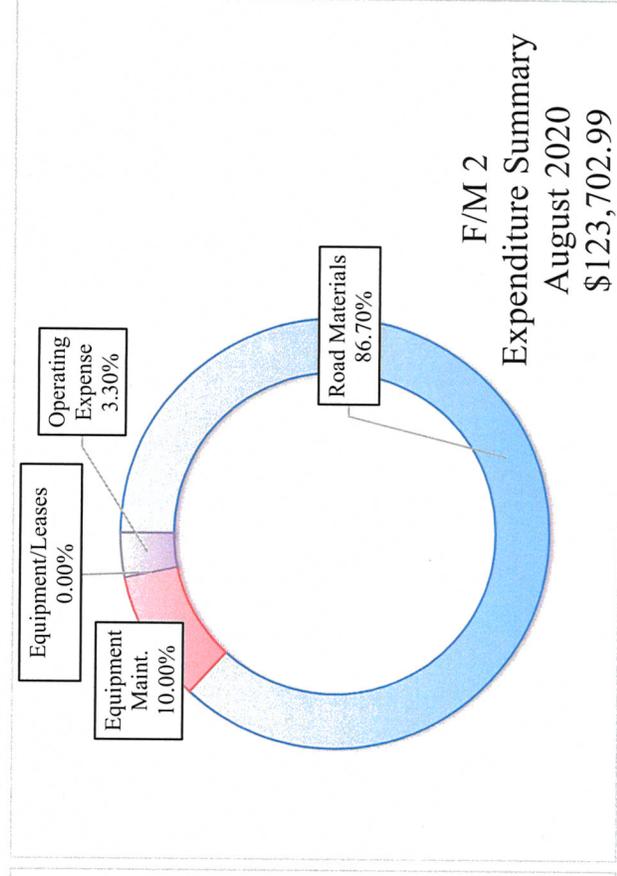
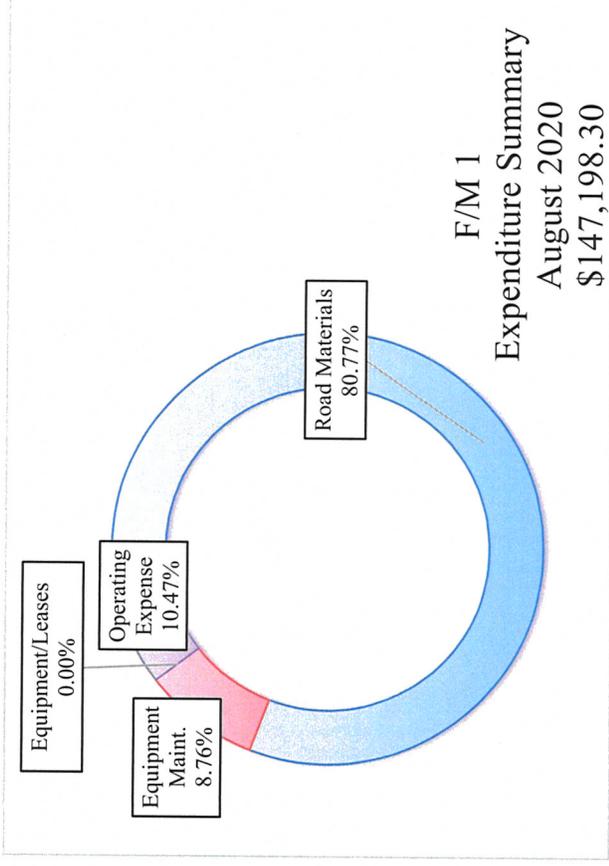


**Road & Bridge Pct. #4**  
Expenditure Projection FY2020

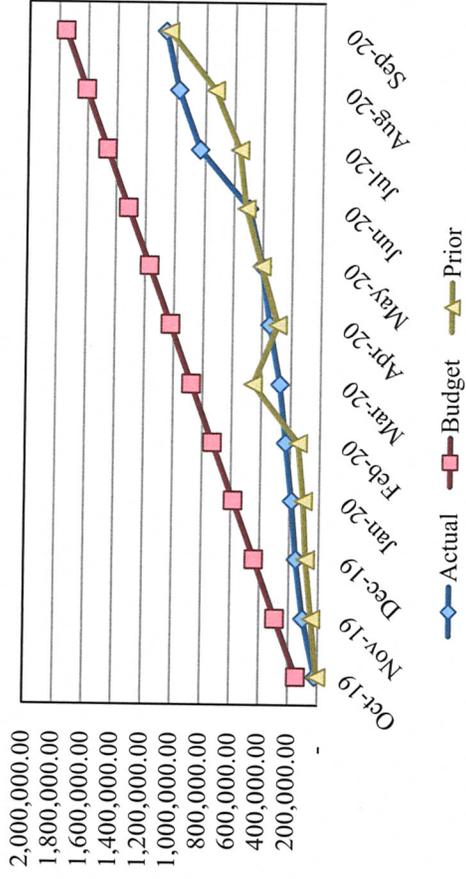


**Farm to Market Expenditure Summary - August 2020**

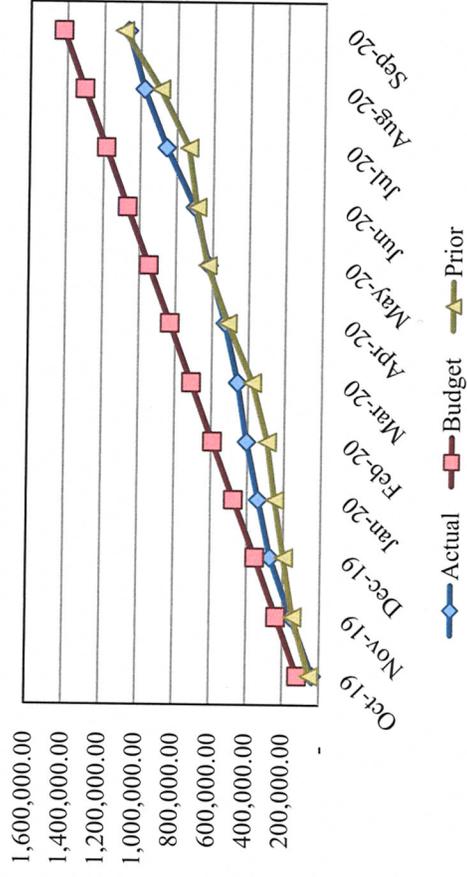
	<b>F/M #1</b>	<b>F/M #2</b>	<b>F/M #3</b>	<b>F/M #4</b>
Road Materials	\$ 118,893.99	\$ 107,249.21	\$ 77,192.07	\$ 53,238.41
Equipment Maint.	12,889.33	12,365.88	1,426.12	14,442.13
Equipment/Leases	-	-	9,762.19	-
Operating Expense	15,414.98	4,087.90	27.59	2,780.00
	<b>\$ 147,198.30</b>	<b>\$ 123,702.99</b>	<b>\$ 88,407.97</b>	<b>\$ 70,460.54</b>



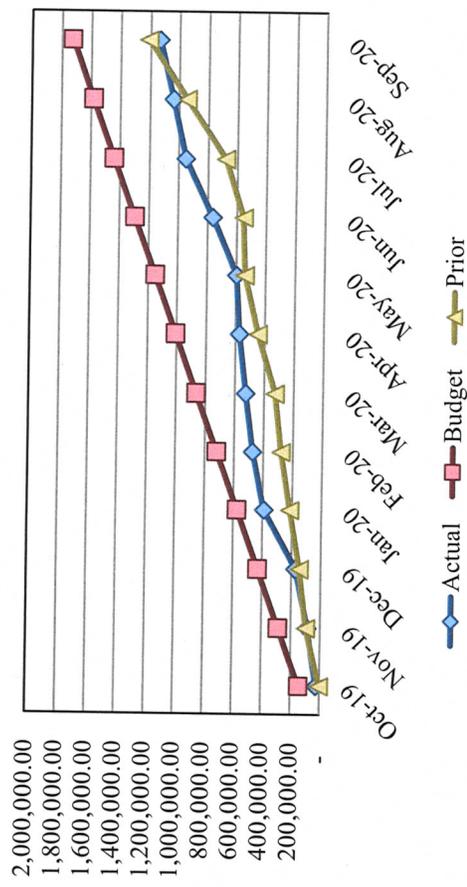
**Farm to Market Pct. #1**  
Expenditure Projection FY2020



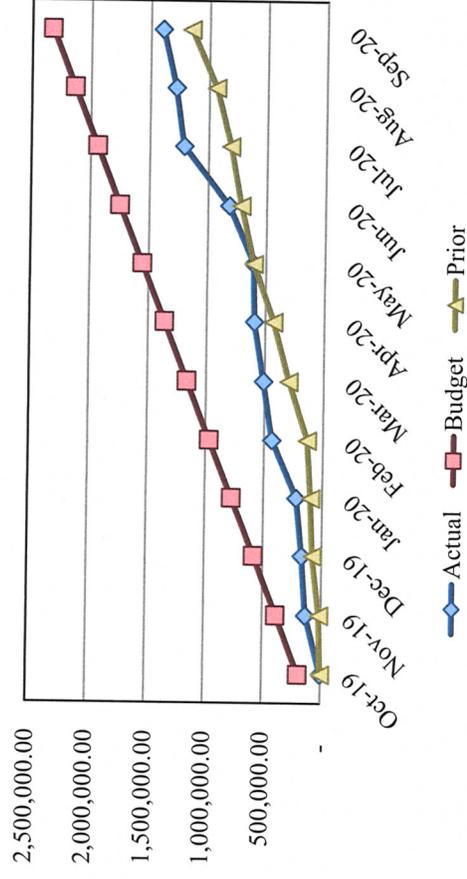
**Farm to Market Pct. #2**  
Expenditure Projection FY2020



**Farm to Market Pct. #3**  
Expenditure Projection FY2020



**Farm to Market Pct. #4**  
Expenditure Projection FY2020



FUND	Investment Balances August 2020	MBS	FNC	Texas Class	Lone Star	TexPool	TexStar	Texas TERM	TOTAL Investments	INTEREST Not booked yet	book	adjusted book	Total Difference
1	General	\$ 1,730,000.00	\$ 5,220,000.00	\$ 6,544,095.07	\$ 4,802,701.59	\$ 8,554,963.61	\$ 2,970,942.38	\$ 6,587,425.70	\$ 36,410,128.35	\$ 7,205.64	\$ 36,402,922.71	\$ 36,410,128.35	\$ -
2	Road Improvement					\$ 918,138.74		\$ -	\$ 918,138.74	\$ 265.35	\$ 917,873.39	\$ 918,138.74	\$ -
3	RB#1			\$ 601,679.63	\$ 404,213.83		\$ 310,348.00	\$ 565,639.08	\$ 1,881,880.54	\$ 376.96	\$ 1,881,503.58	\$ 1,881,880.54	\$ -
4	RB#2			\$ 369,501.65	\$ 362,708.33		\$ 304,536.70	\$ 510,570.98	\$ 1,547,317.66	\$ 296.29	\$ 1,547,021.37	\$ 1,547,317.66	\$ (0.00)
5	RB#3			\$ 529,685.72	\$ 140,649.47		\$ 318,968.86	\$ 93,705.20	\$ 1,083,009.25	\$ 247.19	\$ 1,082,762.06	\$ 1,083,009.25	\$ -
6	RB#4			\$ 375,584.99	\$ 205,234.53		\$ 551,815.48	\$ 224,069.56	\$ 1,356,704.56	\$ 256.93	\$ 1,356,447.63	\$ 1,356,704.56	\$ 0.00
7	ADULT PROBATION			\$ -	\$ 1,100,898.45			\$ -	\$ 1,100,898.45	\$ 268.25	\$ 1,100,630.20	\$ 1,100,898.45	\$ -
8	JUVENILE PROBATION			\$ 30,508.59	\$ 982,934.87				\$ 1,013,443.46	\$ 240.71	\$ 1,013,202.75	\$ 1,013,443.46	\$ -
9	FM#1				\$ 656,888.88	\$ 619,237.97	\$ 78,497.28	\$ 613,523.25	\$ 1,968,147.38	\$ 438.32	\$ 1,967,709.06	\$ 1,968,147.38	\$ -
10	FM#2			\$ 405,940.96	\$ 107,000.00	\$ 107,000.00	\$ 188,340.93	\$ 34,684.03	\$ 735,965.92	\$ 166.12	\$ 735,799.80	\$ 735,965.92	\$ -
11	FM#3			\$ 422,771.92	\$ 284,562.26	\$ 284,562.26	\$ 211,516.58	\$ 425,848.92	\$ 1,344,699.68	\$ 288.49	\$ 1,344,411.19	\$ 1,344,699.68	\$ -
12	FM#4			\$ 476,376.13	\$ 346,329.75	\$ 346,329.75	\$ 297,752.26	\$ 238,629.65	\$ 1,359,087.79	\$ 299.31	\$ 1,358,788.48	\$ 1,359,087.79	\$ -
13	LATERAL ROADS				\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
14	CO & DC COURT TECH							\$ 143,345.15	\$ 143,345.15	\$ 19.16	\$ 143,325.99	\$ 143,345.15	\$ -
15	JUSTICE CT TECH							\$ 129,318.94	\$ 129,318.94	\$ 17.29	\$ 129,301.65	\$ 129,318.94	\$ 0.00
16	DC ARCHIVES REC MGT								\$ 158,968.11	\$ 34.23	\$ 158,933.88	\$ 158,968.11	\$ (0.00)
17	JURY				\$ 158,968.11		\$ 444.15		\$ 2,579,850.06	\$ 560.20	\$ 2,579,289.86	\$ 2,579,850.06	\$ -
18	PERM IMPROVE				\$ 2,579,405.91				\$ -	\$ -	\$ -	\$ -	\$ -
19	LAW LIBRARY				\$ -				\$ -	\$ -	\$ -	\$ -	\$ -
20	TRUST & AGENCY				\$ 404,740.55				\$ 404,740.55	\$ 95.73	\$ 404,644.82	\$ 404,740.55	\$ -
21	REC MGMT			\$ 1,056,265.12					\$ 1,056,265.12	\$ 249.83	\$ 1,056,015.29	\$ 1,056,265.12	\$ -
22	CC ARCHIVES					\$ 2,249,326.69			\$ 2,249,326.69	\$ 314.23	\$ 2,249,012.46	\$ 2,249,326.69	\$ -
23	ROW Available				\$ 87,953.25			\$ 45,348.97	\$ 133,302.22	\$ 26.86	\$ 133,275.36	\$ 133,302.22	\$ 0.00
24	ENVIRONMENTAL FUNDS								\$ -	\$ -	\$ -	\$ -	\$ -
25	RIGHT OF WAY 2008							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	DC RECORDS TECH							\$ 155,057.96	\$ 155,057.96	\$ 20.73	\$ 155,037.23	\$ 155,057.96	\$ (0.00)
27	RD#1				\$ 1,274,090.81				\$ 1,274,090.81	\$ 301.35	\$ 1,273,789.46	\$ 1,274,090.81	\$ -
28	RD#5				\$ 71,725.49				\$ 71,725.49	\$ 16.96	\$ 71,708.53	\$ 71,725.49	\$ -
29	RD#16				\$ 197,519.53				\$ 197,519.53	\$ 46.72	\$ 197,472.81	\$ 197,519.53	\$ -
30	DA CHK PROCESS				\$ 178,908.48				\$ 178,908.48	\$ 42.32	\$ 178,866.16	\$ 178,908.48	\$ -
31	DA DRUG FORF				\$ 131,032.37				\$ 131,032.37	\$ 30.99	\$ 131,001.38	\$ 131,032.37	\$ (0.00)
32	GEN REC/PRESER				\$ 477,699.57				\$ 477,699.57	\$ 112.99	\$ 477,586.58	\$ 477,699.57	\$ -
33	CH SECURITY				\$ 68,589.25				\$ 68,589.25	\$ 16.22	\$ 68,573.03	\$ 68,589.25	\$ -
34	COURT REC. PRES 51.708								\$ -	\$ -	\$ -	\$ -	\$ -
35	DWI Blood Draw								\$ -	\$ -	\$ -	\$ -	\$ -
36	ELECTION ADMIN. FEE							\$ 12,317.68	\$ 12,317.68	\$ 1.65	\$ 12,316.03	\$ 12,317.68	\$ -
37	SERIES 93/98 I/S				\$ -				\$ -	\$ -	\$ -	\$ -	\$ -





**CONSENT AGENDA ITEM**  
 Ellis County Commissioners' Court  
 September 22, 2020

**LEGAL CAPTION:**

Approve the Department of Development's (DoD) monthly financial report for August 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 August 2020.

**REVENUES**

001-0000-202500	TCEQ Line Item	\$ 590.00
001-0060-400580	PWA (Permits)	\$ 33,200.00
001-0060-400720	Plat (Subdivisions)	\$ 4,071.00
001-0060-400940	Septic Tank Fees	\$ 31,338.00
001-0060-406080	Misc. Fees	\$ 75.00
001-0921-406260	Recording Fees	\$ 2,554.00
003-0601-400920	Pct. 1 Road Fees	\$ 20,945.93
<b>TOTAL REVENUES</b>		<b>\$ 92,773.93</b>

**EXPENDITURES**

001-0060-506010	Travel Reimbursement	\$ 0.00
001-0060-507030	Telephone	\$ 331.24
001-0060-508010	Supplies	\$ 299.18
001-0060-508020	Equipment	\$ 1,162.96
001-0060-508050	Conference	\$ 636.90
001-0060-508060	Dues	\$ 30.00
001-0060-508080	Auto Gas	\$ 666.72
001-0060-508090	Auto Repairs	\$ 0.00
001-0060-508100	Auto Tires	\$ 500.00
001-0060-508190	Computer	\$ 4,635.73
001-0060-508210	Uniform	\$ 0.00
001-0060-508730	Office Equip/Maint/Repair	\$ 203.06
<b>TOTAL EXPENDITURES</b>		<b>\$ 8,465.79</b>

**SUBMITTED BY:**

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



Clear Form

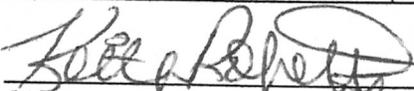
# ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019-2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0020-50808	AUTO GAS	1,000.00
001-0020-50858	CUSTODIAL	1,000.00
001-0020-50809	AUTO REPAIR	500.00
001-0020-50810	AUTO TIRES	150.00
001-0020-50857	GEN. MICCELLANEOUS	400.00
TOTAL:		3,050.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0020-50867	COURTHOUSE LAWN CARE	400.00
001-0020-50704	PEST CONTROL	200.00
001-0020-50702	REPAIRS	2,450.00
TOTAL:		3,050.00


 Date 9/14/20 Department MAINTENANCE

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

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

REVIEWED BY COUNTY AUDITOR'S OFFICE: KWWill

Fl6



# ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019/2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0375-500050	Software Contracts Agreements	\$ 3,500.00
001-0375-506890	GIS Software	\$ 200.00
001-0375-509330	Consultant	\$ 3,000.00
	<b>TOTAL:</b>	\$ 6,700.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0375-508020	Equipment	\$ 3,700.00
001-0375-508010	Supplies	\$ 2,970.00
001-0375-508690	Professional Fees	\$ 30.00
	<b>TOTAL:</b>	\$ 6,700.00

Fred Kuhl
09/14/2020
Engineering

---

*Signature* *Date* *Department*

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

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

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

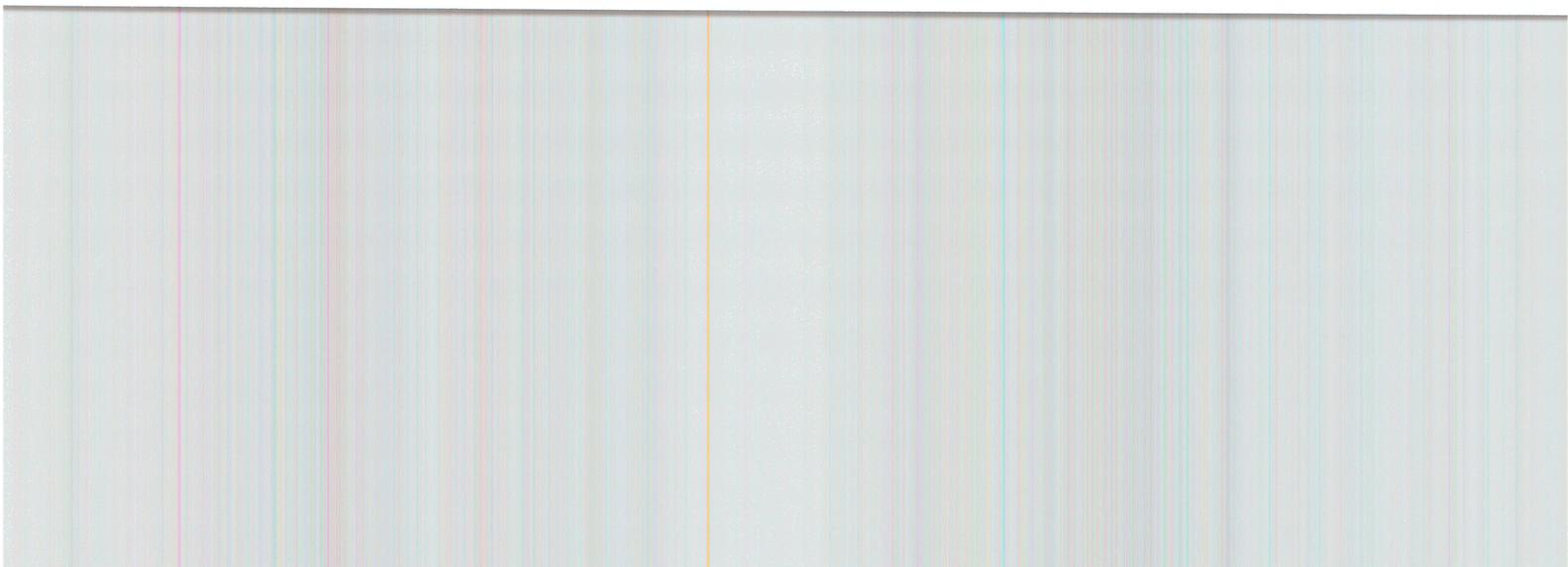
\_\_\_\_\_ COMMISSIONER PCT. 1

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

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

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

REVIEWED BY COUNTY AUDITOR'S OFFICE: KWWill







**ELLIS COUNTY BUDGET  
2019/2020 Budget Line Item Adjustment**

I Am requesting the the Ellis County Commissioners' Court make necessary line item adjustments to the Road and Bridge Precint 3 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0705-509150	FM3 Asphalt	\$30,000.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-509110	FM3 Gravel	\$30,000.00

  
Signature of Department Head

9/15/2020  
Date Signed

Road & Bridge #3  
Department

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

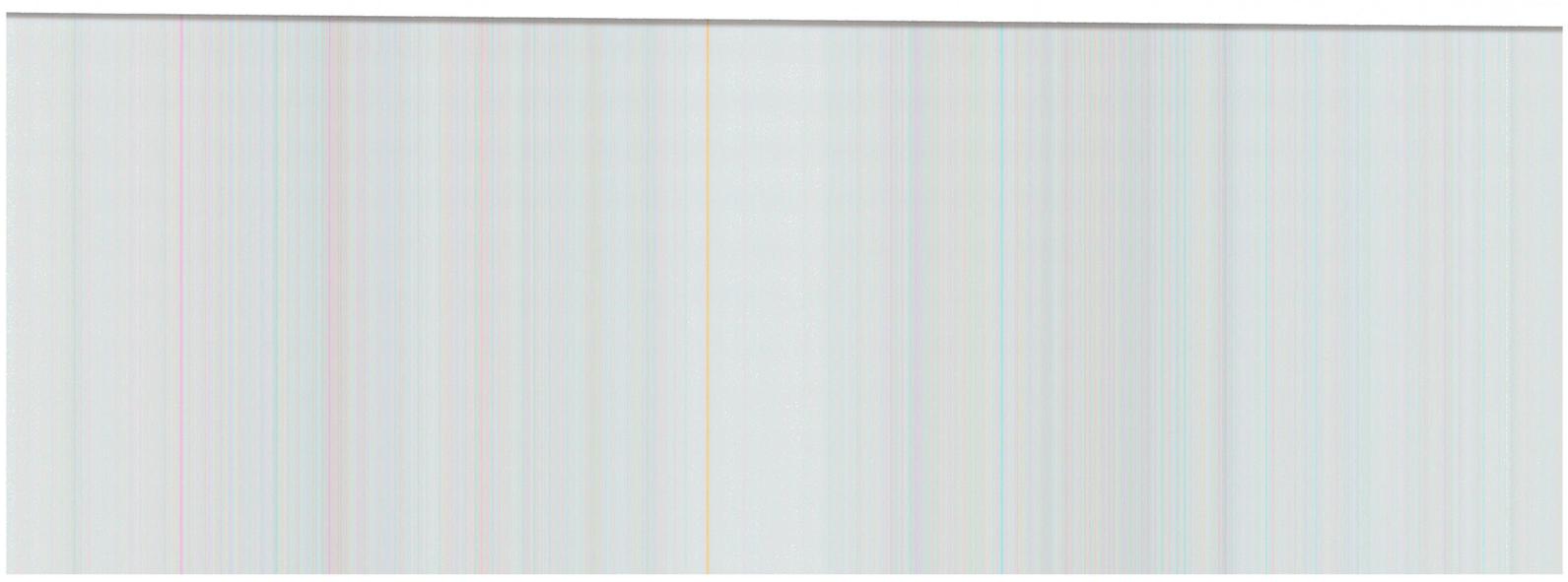
APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

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

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

Approved by County Auditor's Office:

\_\_\_\_\_













**AGENDA ITEM NO. 1.1**

Ellis County Commissioners' Court  
September 22, 2020



**SHORT TITLE:**

Evans Addition plat  
Parcel ID No. 181842, and 276453

**LEGAL CAPTION:**

**Consideration and action of a replat of Mounts Addition Lot 1, Block A, and an unplatted 2.28 acres of land out of the Robert F Mayfield Survey, Abstract No. 709 into the Evans Addition, Lots 1R and 2, Block A.** The properties are located on the north side of Dunkerly Road ± 5,550 feet west of Stevens Road in the extra-territorial jurisdiction (ETJ) of Ennis, Road and Bridge Precinct No. 2.



**APPLICANT:**

Gary and Alycee Evans



**PURPOSE:**

The applicants are requesting to replat their property to include the purchase of additional land (± 0.53 acres) for Lot 1. The proposed Lot 2 will be platted for future residential use.



**HISTORY:**

The Court approved a simplified plat of Mounts Addition on June 28, 2018. No other history exists for this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

Evans Addition dedicates 30 feet of right of way for Dunkerly Road, satisfying the County's requirement per the Thoroughfare Plan. The previous plat dedicated 30 feet for the existing Lot 1.

**Water Provider:**

Rockett Special Utilities District currently provides service to these lots.

**Public Notice Information:**

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised in the Waxahachie Daily Light on August 22, August 29, and September 12, 2020. Two (2) notices were sent to property owners within the subdivision via certified mail on August 21, 2020. To date, the department staff has received no inquiries regarding this replat. All legal notification requirements have been met.



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

: dod@co.ellis.tx.us

: 972-825-5200

: co.ellis.tx.us/dod



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

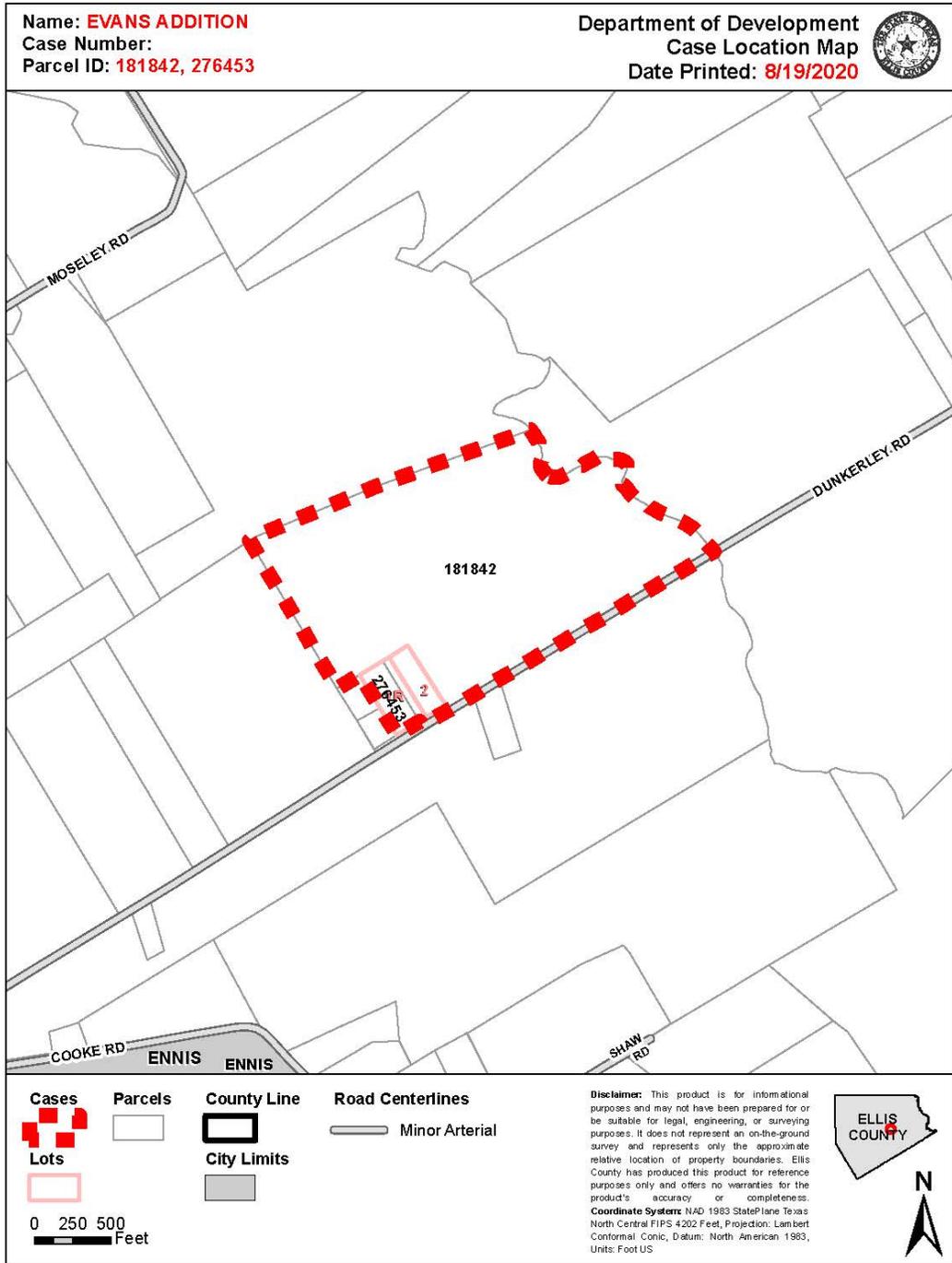


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**



-96.701130 32.345399 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 8/19/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 D\OD\DOD Case Location.mxd





**AGENDA ITEM NO. 1.2**

Ellis County Commissioners' Court  
September 22, 2020



**SHORT TITLE:**

Mohundro Farms Lots 16A & 16B  
Parcel ID No. 152913

**LEGAL CAPTION:**

**Consideration and action of a plat of Mohundro Farms Lots 16A & 16B**, being a replat of Mohundro Farms Lot 16. The property is located on the east side of Mohundro Road ± 2,850 feet south of FM 780, Ferris, Road and Bridge Precinct No. 1.



**APPLICANT:**

Danny and Lori Gonzales, Lauren Cook



**PURPOSE:**

The applicants are requesting this replat to subdivide Lot 16 into two (2) lots of record for residential use.



**HISTORY:**

The Court approved a plat of Mohundro Farms on October 30, 1981. No other history exists for this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

This replat dedicates 30 feet of right of way for Mohundro Road, satisfying the County's requirement per the Thoroughfare Plan. The original plat proposed a 30 foot right of way easement upon recordation.

**Water Provider:**

Rockett Special Utilities District has confirmed availability of service to the additional lot on August 10, 2020, via a 3-inch line along Mohundro Road.

**Public Notice Information:**

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised in the Waxahachie Daily Light on August 22, August 29, and September 12, 2020. Thirty-three (33) notices were sent to property owners within the subdivision via certified mail on August 21, 2020. To date, the department staff has received one (1) inquiries regarding this replat. All legal notification requirements have been met.



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

: dod@co.ellis.tx.us

: 972-825-5200

: co.ellis.tx.us/dod



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

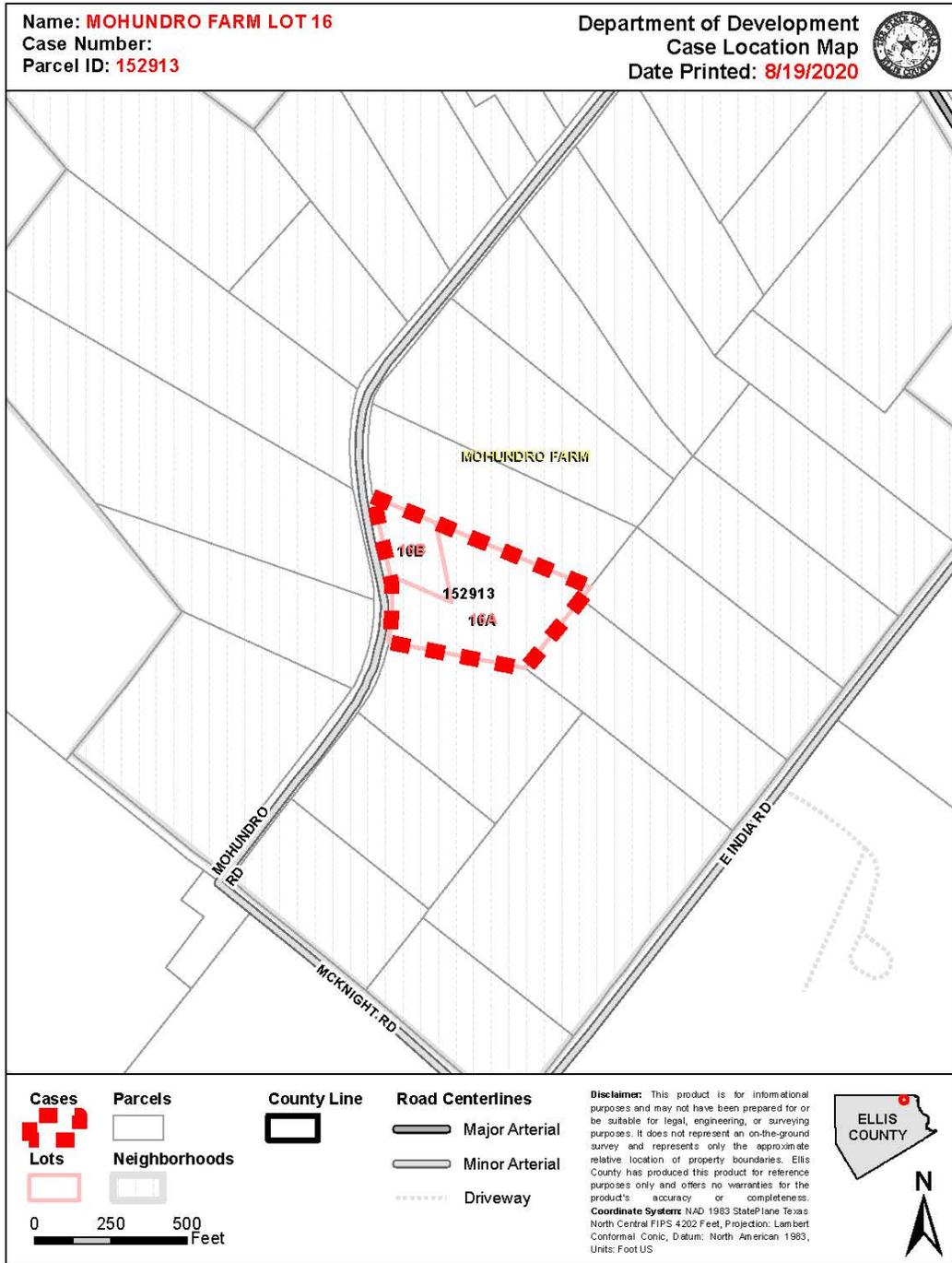


**APPROVED AND PRESENTED BY:**

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



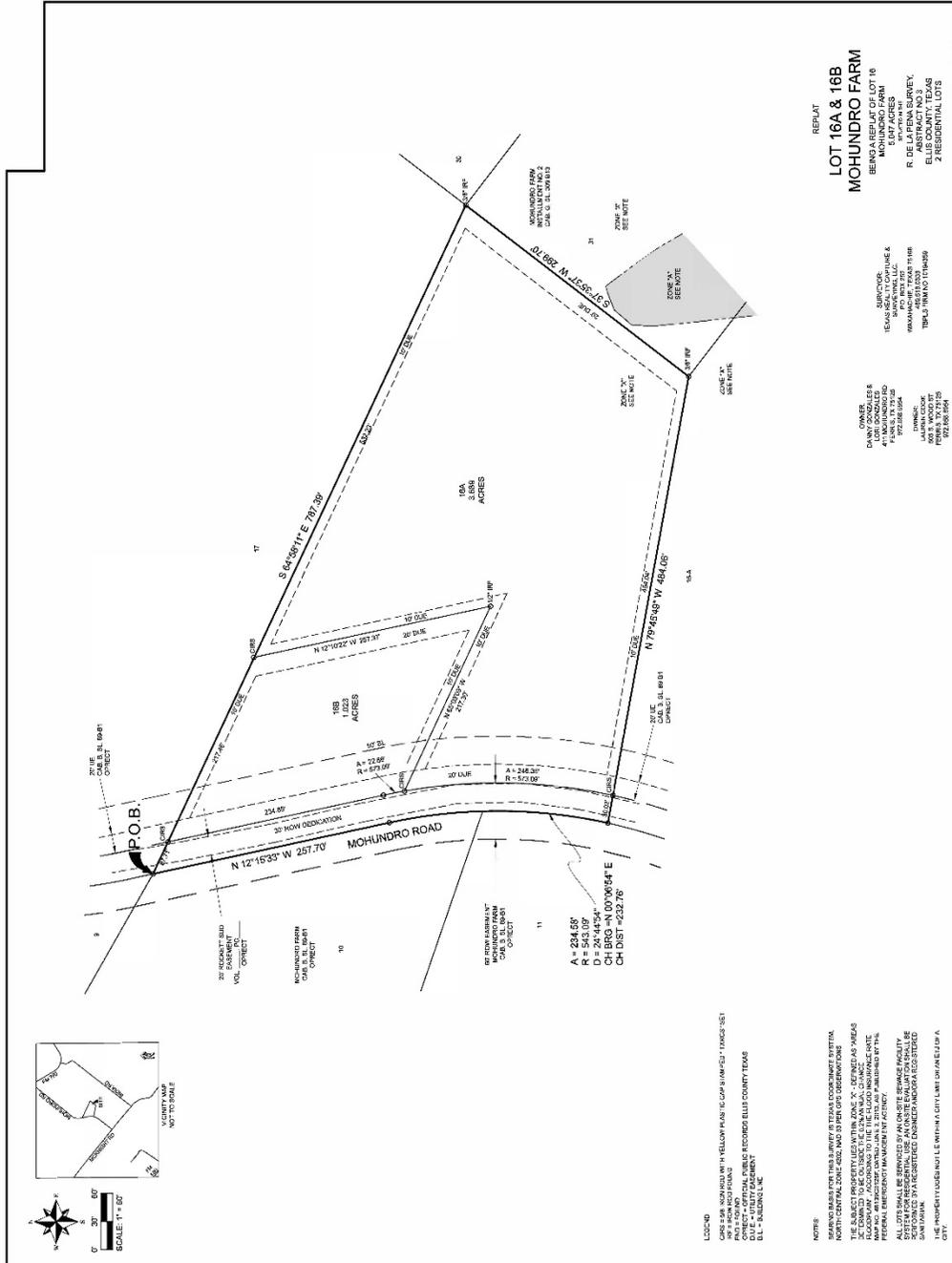
**ATTACHMENT NO. 1 – Location Map**



-96.604052 32.516664 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 8/19/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\DOT Case Location.mxd



ATTACHMENT NO. 2 – Plat



REPLAT  
**LOT 16A & 16B**  
**MOHUNDRO FARM**  
BEING A REPLAT OF LOT 18  
TO THE ORIGINAL SURVEY  
154 ACRES  
103 ACRES

OWNER  
PAMMY GONZALEZ  
411 MOHUNDRO  
1972.08.1924

ADJACENT  
TEASDALE CITY PLATONE &  
MICHIGAN  
TO BEYOND  
1922.08.1924  
1922.08.1924  
1922.08.1924  
1922.08.1924

REMARKS  
R. DE BEYOND  
ABSTRACT NO. 3  
ELLIS COUNTY TEXAS  
2. RESUBDIVISION

AUGUST 2020

LOCUS  
CONVEYANCE NOTED IN YELLOW PLAT RECORDS (1920-2020)  
P.O.B. - POINT OF BEGINNING  
C.O.E. - COUNTY OF ELLIS COUNTY TEXAS  
B.L. - BUILDING LINE

NOTE  
BEARING BASIS FOR THIS SURVEY IS THE STATE COORDINATE SYSTEM,  
NAD 83, CENTRAL ZONE, GRS 80, BY PER GPS OBSERVATIONS.  
THE SURVEY IS SUBJECT TO ALL SURVEYING LAWS, ORDINANCES, RULES,  
REGULATIONS AND PROCEDURES OF THE STATE OF TEXAS AND THE  
FEDERAL EMERGENCY MANAGEMENT AGENCY.  
ALL SURVEYING SERVICES AND COSTS ARE THE RESPONSIBILITY OF THE  
OWNER. THE SURVEYOR'S LIABILITY IS LIMITED TO THE EXTENT OF  
THE CONTRACT. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY  
MISTAKES OR OMISSIONS THAT MAY OCCUR IN THE FIELD OR IN THE  
OFFICE. THE PROPERTY LINES SHOWN ON THIS PLAT ARE THE RESULT OF  
A SURVEY CONDUCTED BY THE SURVEYOR AND ARE NOT TO BE CONSIDERED  
AS A GUARANTEE OF ACCURACY. THE PROPERTY LINES SHOWN ON THIS PLAT  
ARE THE RESULT OF A SURVEY CONDUCTED BY THE SURVEYOR AND ARE NOT  
TO BE CONSIDERED AS A GUARANTEE OF ACCURACY.



**AGENDA ITEM NO. 1.3**

Ellis County Commissioners' Court  
September 22, 2020



**SHORT TITLE:**

Ward Estates Lots 6B-1 and 6B-2 Replat  
Parcel ID No. 197691 and 199502

**LEGAL CAPTION:**

**Consideration and action of a plat of Ward Estates Lots 6B-1 and 6B-2**, being a replat of Ward Estates Lot 6-B. The property is ± 9.148 acres of land located on the west side of US Hwy. 77 ± 1,120 feet south of Nellie Bell Lane, in the extra-territorial jurisdiction (ETJ) of Italy, Road and Bridge Precinct No. 3.



**APPLICANT:**

Diana Darden



**PURPOSE:**

The applicant is requesting this replat to legally subdivide Lot 6-B into two (2) lots of record for residential use. Per property deed records, an illegal subdivision occurred on these two (2) properties many years ago. This replat will bring both lots into compliance.



**HISTORY:**

The Court originally approved Ward Estates on August 2, 1988. The Court approved a subsequent replat of Lot 6B on August 12, 1991.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

US Hwy. 77 is classified as a minor arterial road. No additional right of way dedication is required as Tx-DOT obtained all necessary right-of-way.

**Water Provider:**

South Ellis County Water currently provides service to Lot 6-B-2. A residential well is proposed for Lot 6-B-1. Prairieland Groundwater has confirmed that Lot 6-B-1 meets the requirements for a residential well.

**Public Notice Information:**

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised in the Waxahachie Daily Light on August 22, August 29, and September 12, 2020. Six (6) notices were sent to property owners within the subdivision via mail on August 21, 2020. To date, the department staff has received no inquiries regarding this replat. All legal notification requirements have been met.



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

: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)

: 972-825-5200

: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

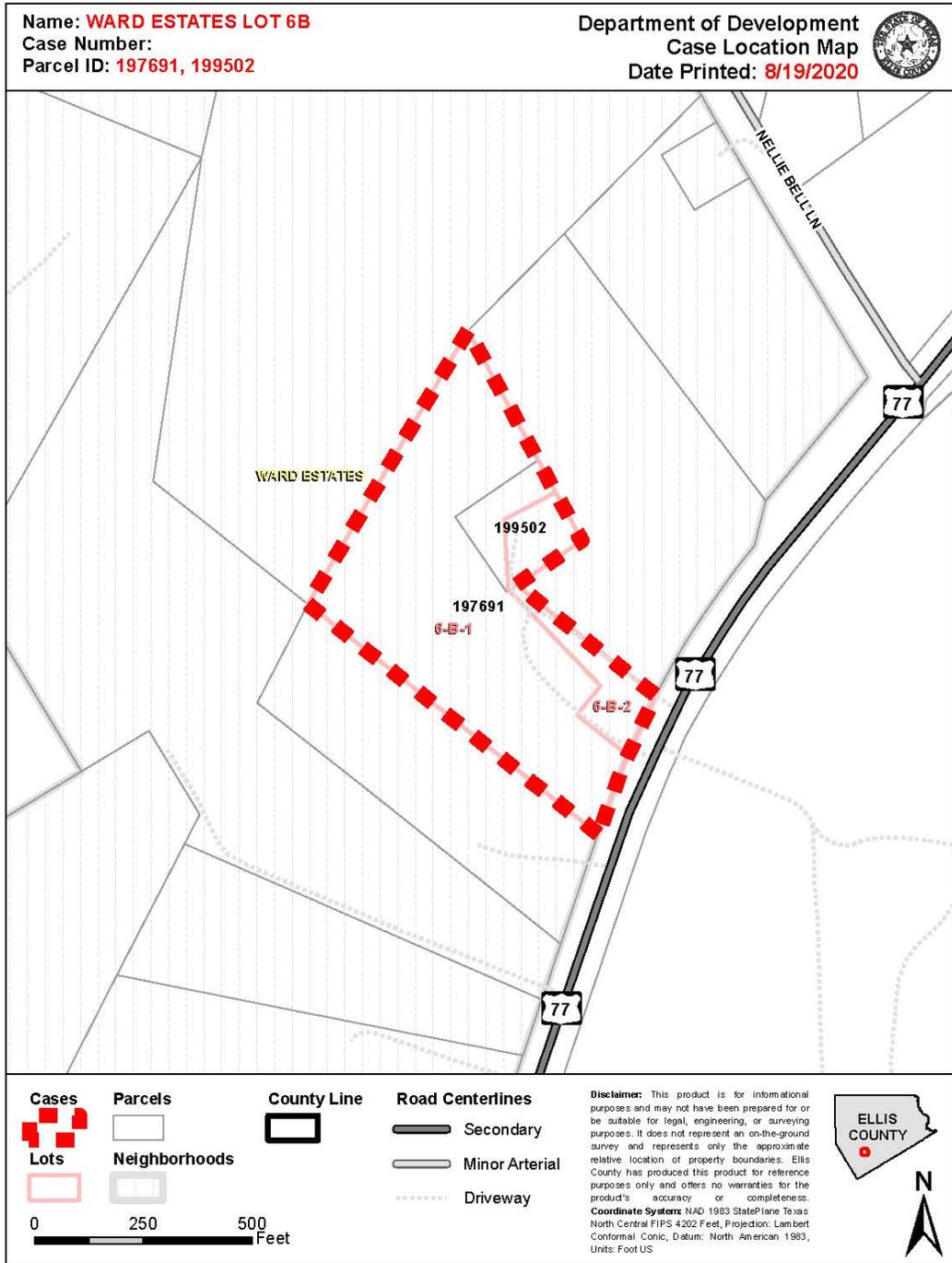


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**



-96.885157 32.213317 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 8/19/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\DOT Case Location.mxd





**AGENDA ITEM NO. 1.4**

Ellis County Commissioners' Court  
September 22, 2020



**SHORT TITLE:**

W.V. Perry Estates Plat  
Parcel ID No. 184167

**LEGAL CAPTION:**

**Consideration and action of a plat of W.V. Perry Estates.** The property contains ± 4.180 acres of land in the A. Greathouse Survey, Abstract No. 392, located at the intersection of Greathouse Road and Dawson Road, Waxahachie, Road and Bridge Precinct No. 3.



**APPLICANT:**

John and Jo Ann Perry



**PURPOSE:**

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



**HISTORY:**

No other history exists for this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

W.V. Perry Estates currently indicates an existing right of way of eighty (80) feet for Greathouse Road. No additional right of way is needed for Greathouse Road, satisfying the County's requirement.

**Water Provider:**

Buena Vista Bethel SUD has confirmed availability of service via a 6-inch line along Greathouse Road.



**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 final plat request, subject to the following conditions:

1. Include revisions as necessary per the Ellis-Prairie Soil and Water Conservation District.



**DEPARTMENT OF DEVELOPMENT  
Ellis County**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

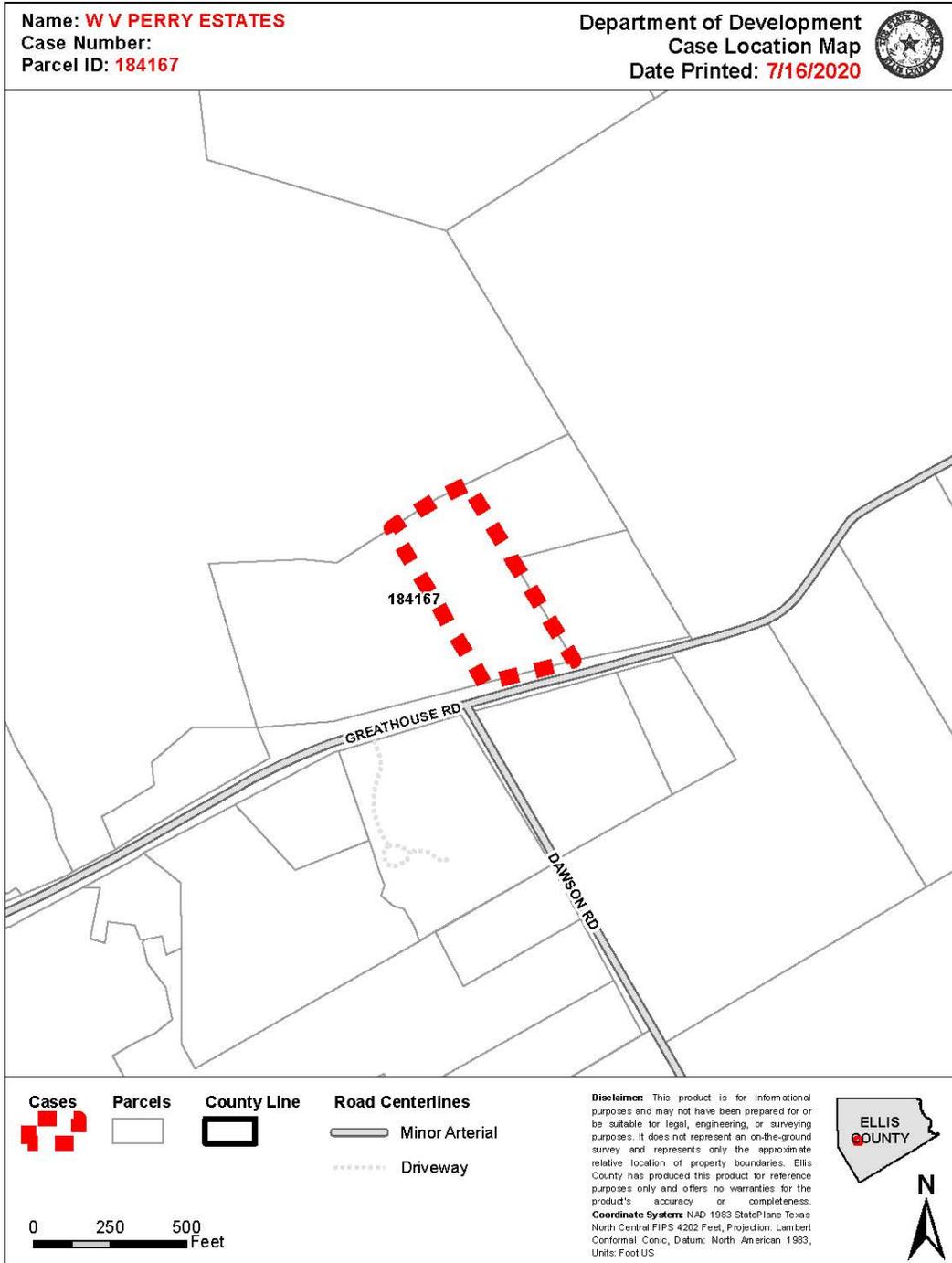


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**



-96.945481 32.299732 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 7/16/2020





**AGENDA ITEM NO. 1.5**

Ellis County Commissioners' Court  
September 22, 2020



**SHORT TITLE:**

Horseshoe Meadows Final Plat  
Parcel ID No. 180074

**LEGAL CAPTION:**

**Consideration and action of a final plat of Horseshoe Meadows.** The property contains ± 74.86 acres of land in the Mary Powers Survey, Abstract No. 843, and the W.C. Berry Survey, Abstract No. 73, located on the southside of Bob White Road ± 850 feet west of FM 664 in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 4.



**APPLICANT:**

B&H Developments, LLC



**PURPOSE:**

The applicant is requesting this plat to subdivide this property into 59 residential lots and two non-residential lots.



**HISTORY:**

The Court approved a performance bond for the construction of infrastructure on February 20, 2020. The City of Waxahachie approved this plat at their meeting on September 15, 2020. No other history exists for this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

According to the Thoroughfare Plan, Bob White Road is classified as a minor arterial. Horseshoe Meadows dedicates 55 feet per the final plat. No additional right of way dedication is required.

**Water Provider:**

Sardis WSC has confirmed the completion of installation for service to Horseshoe Meadows on August 31, 2020.



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

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



**DEPARTMENT OF DEVELOPMENT  
Ellis County**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

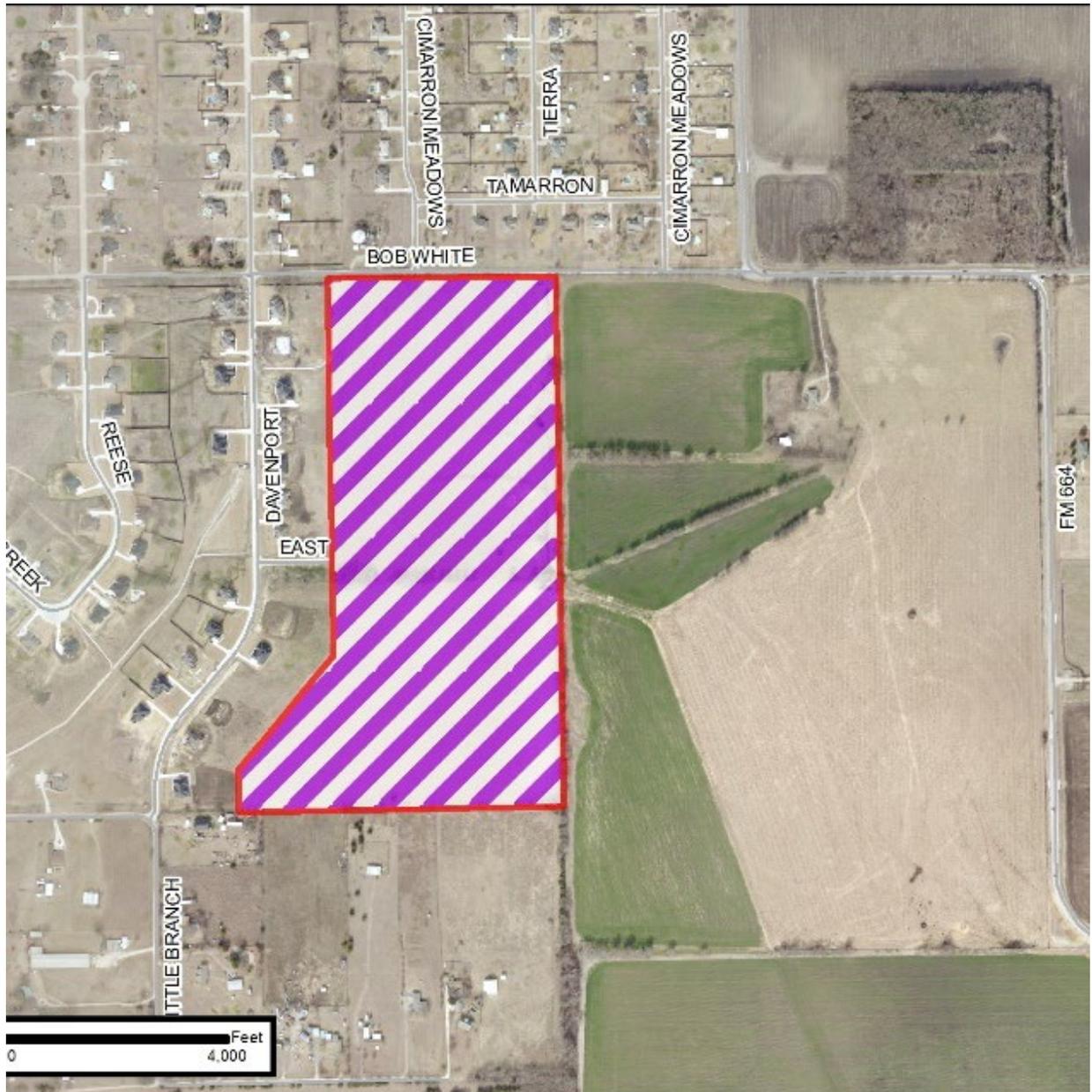


**APPROVED AND PRESENTED BY:**

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

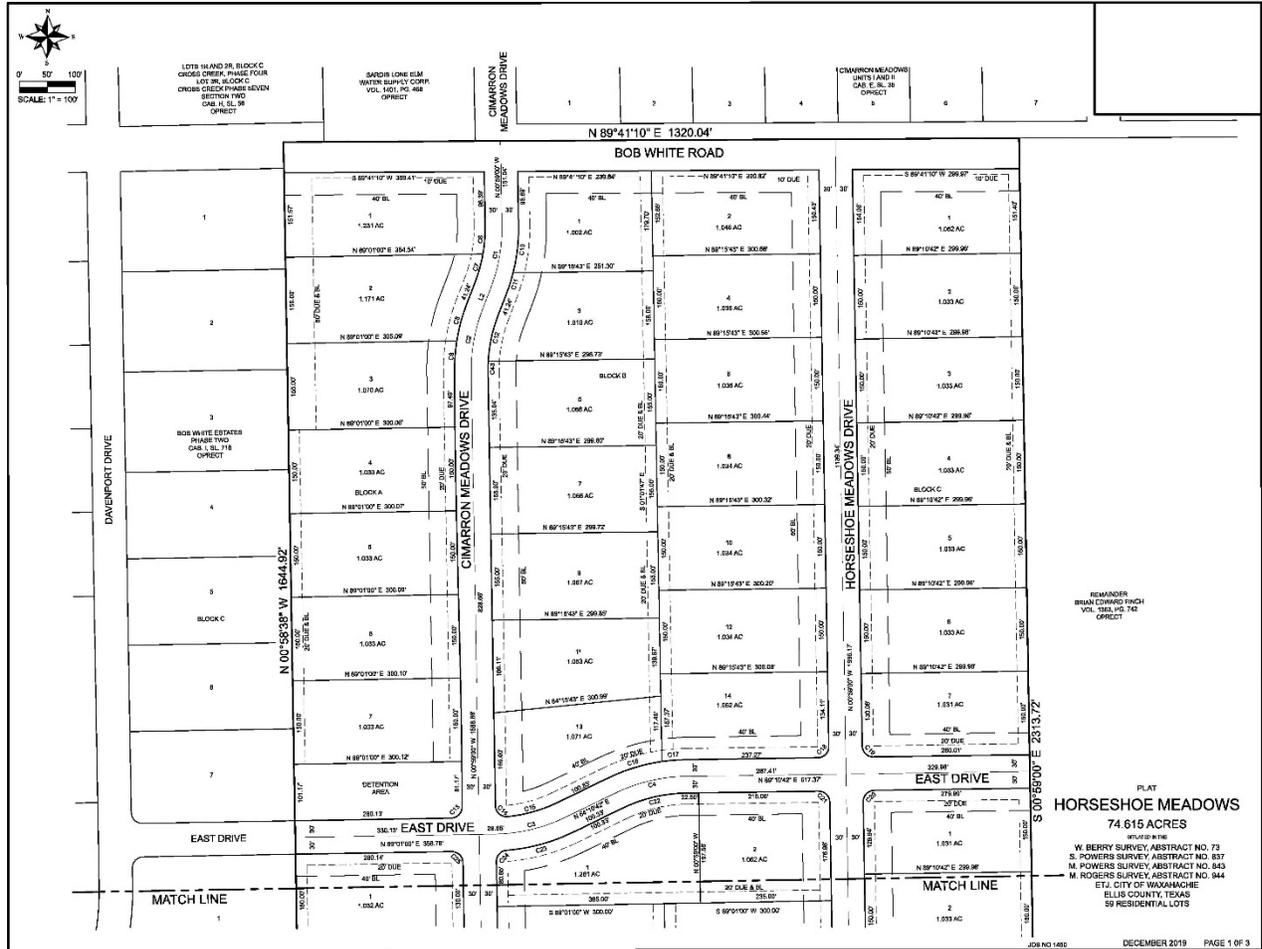


ATTACHMENT NO. 1 – Location Map





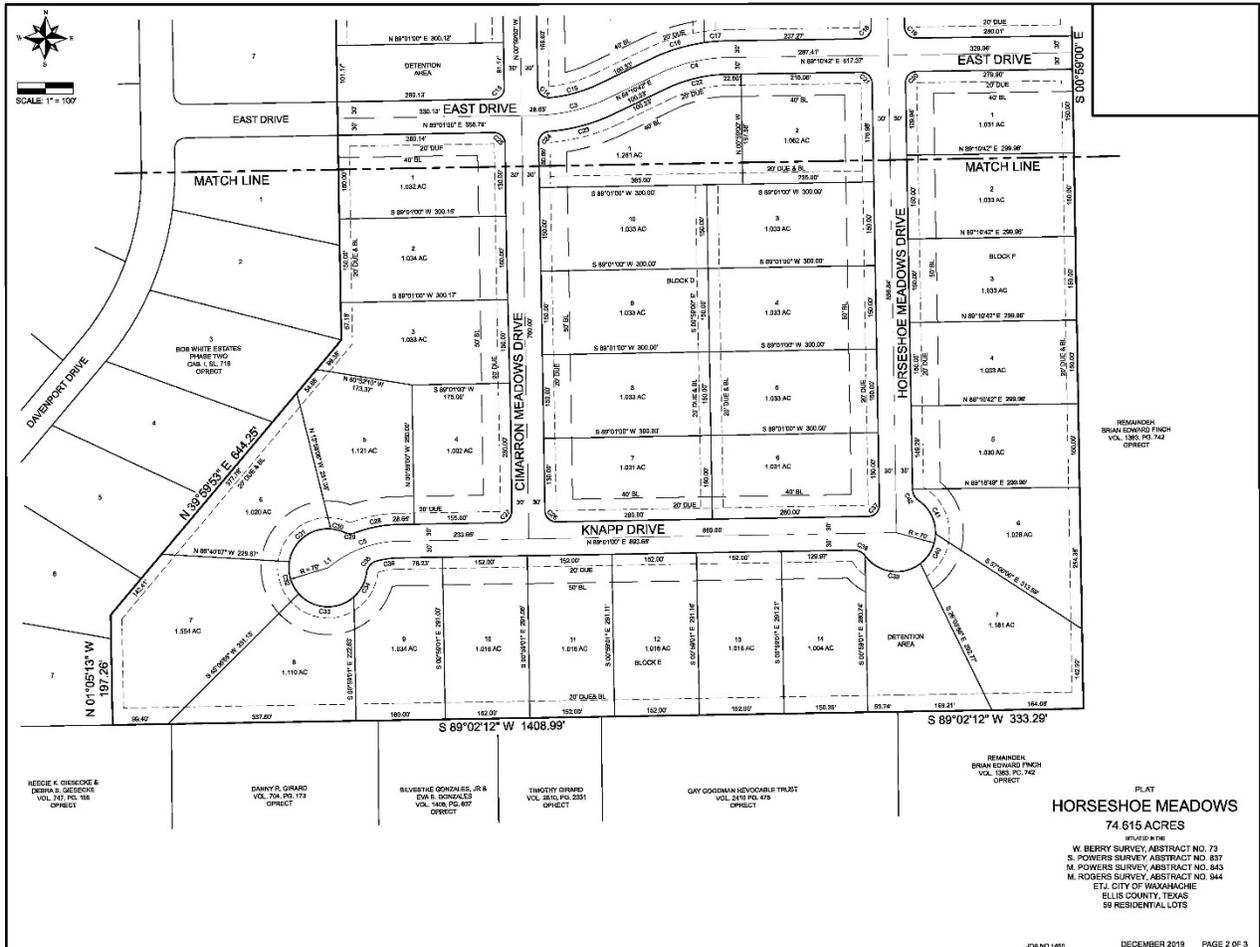
**ATTACHMENT NO. 2 – Plat**





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

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





**AGENDA ITEM NO. 1.6**

Ellis County Commissioners' Court  
September 22, 2020



**SHORT TITLE:**

Pecan Tree Meadows Plat  
Parcel ID No. 259093

**LEGAL CAPTION:**

**Consideration and action of a final plat of Pecan Tree Meadows.** The property contains ± 14.574 acres of land in the E.C. School Land Survey, Abstract No. 328, located on Pecan Tree Road, ± 4,215 feet northwest of the intersection of Pecan Tree Road and FM 55, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT:**

Timothy Crane



**PURPOSE:**

The applicant is requesting to subdivide a portion of his property to create seven (7) lots for residential use.



**HISTORY:**

No other history exists for this property. The City of Waxahachie approved this plat on September 8, 2020.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

Pecan Tree Meadows dedicates 40 feet of right of way for Pecan Tree Road per this plat, satisfying the County's requirement.

**Water Provider:**

Nash Forreton WSC has confirmed availability of service via a 6-inch line.



**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 final plat request, as presented.



**PREPARED AND SUBMITTED BY:**

Sara Garcia



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

✉: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
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🌐: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)

Development Process Manager



**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**



.96.844182 32.295937 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 9/15/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\003 Case Location.mxd





**AGENDA ITEM NO. 1.7**

Ellis County Commissioners' Court  
September 22, 2019



**LEGAL CAPTION:**

Conduct a public hearing to consider and act upon amendments to the 2019 Ellis County Master Thoroughfare Plan, adopted by Order No. 445.19, as amended, specifically amending FM 875 near Skinner Road and other related amendments within the vicinity of this corridor; providing a conflicts clause; providing a severability clause; and providing for an effective date.



**PURPOSE:**

At the request of Todd Wintters, staff is bringing forth these amendments near FM 875 and Skinner Road in anticipation of a proposed development at the northeast corner of this intersection. Below are a description and the three (3) proposed amendments along with a short description of each amendment.

- **Eliminate the eastern extension of FM 875 from Skinner Road to Sardis St and US 287.**  
The County's Thoroughfare Plan shows this direct connection, but the City of Midlothian's Plan shows an indirect route to this same location. Staff proposes eliminating this segment and replacing it with another extension to US 287. In addition, staff discussed this proposed connection point to US 287, and with it being only a one-half (1/2) mile away from the exit to Business 287 (near Waxahachie High School), it was not feasible based on speed and expected traffic in the future.
- **Extend the east-west portion of Skinner Road to the east and tie it into the Rex Odom Road.** This portion of Skinner Road is not on the County's Thoroughfare Plan, but is supported by the City of Midlothian as one of their proposed amendments. The proposed alignment to Rex Odom and Mid-Way Airport will shift the current alignment no more than one-half mile to the north from its existing connection to US 287. Both city and county staff propose this thoroughfare to be a 90-foot ROW due to expected traffic in the future.
- **Eliminate N. Kempf Ranch Dr. north of FM 875** – This is currently a private drive but with no proposed FM 875 to US 287 (see first bullet point), this alignment is no longer necessary.



**OTHER RELEVANT INFORMATION:**

As required, advertisement of this public hearing appeared in the Waxahachie Daily Light on Saturday, September 5, 2020, at least 15 days prior to the public hearing date of September 22, 2020.



**ATTACHMENTS:**

- 1) Draft Order with Map



**RECOMMENDATION:**

Staff recommends **approval** of these thoroughfare plan amendments listed below, as presented.

- Elimination of the eastern extension of FM 875 from Skinner Road to Sardis St and US 287.
- Extension of the east-west portion of Skinner Road to the east and tying it into Rex Odom Road to match the City of Midlothian Thoroughfare Plan.
- Elimination of N. Kempf Ranch Dr. north of FM 875



**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO.1 – Draft Order**

**COMMISSIONERS’ COURT OF ELLIS COUNTY**

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

**AMENDMENT TO THE 2019 ELLIS COUNTY MASTER THOROUGHFARE PLAN UPDATE  
FM 875 NEAR SKINNER RD & OTHER RELATED AMENDMENTS WITHIN THE VICINITY OF THIS  
CORRIDOR**

On this the 22<sup>nd</sup> day of September 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 AMENDING MINUTE NO. 445.19, AS AMENDED, AN AMENDMENT TO THE 2019 ELLIS COUNTY MASTER THOROUGHFARE PLAN UPDATE OF FM SPECIFICALLY AMENDING FM 875 NEAR SKINNER ROAD AND OTHER RELATED AMENDMENTS WITHIN THE VICINITY OF THIS CORRIDOR; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Texas State Legislature officially established Ellis County on December 20, 1849, under a bill sponsored by General Edward H. Tarrant; and,

**WHEREAS**, Chapter 232.102 of the Texas Government Code grants the County the power to adopt a thoroughfare plan to dedicate right-of-way after notification in a newspaper of general circulation in the County; and,

**WHEREAS**, the County placed notifications of the public hearing on September 5, 2020, and, in the Waxahachie Daily Light to satisfy the notification requirement; and,



**WHEREAS**, desires to ensure that the community develops in a manner which reflects the objectives and values of the community's citizenry, property owners, and decision-makers; and

**WHEREAS**, the County desires to update the 2019 Ellis County Master Thoroughfare Plan Update to address future transportation and mobility needs due to expected population and employment growth over the next 25-30 years throughout the County; and

**WHEREAS**, the County held a workshop to discuss these proposed amendments on September 15, 2020 to discuss these amendments; and,

**WHEREAS**, in compliance with the laws of the State of Texas, the County has given all the required notices, received public input from all interested persons regarding the amendment to the 2019 Ellis County Master Thoroughfare Plan described herein, the Commissioners' Court deems it is in the best interest of all its citizens to amend the 2019 Ellis County Master Thoroughfare Plan with this set of amendments and in the exercise of its legislative discretion, have concluded that this proposal should be approved;

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

**SECTION 1.** That the amendments to the 2019 Ellis County Master Thoroughfare Plan, attached hereto as Exhibit "A", is adopted as the official policy of the County to use to ensure right-of-way dedication for current or future roads upon subdivision of property and as a planning document to help determine the approximate location of future roads in the County's road network. Below is a list of amendments within this proposed update with the remaining in full force and effect.

- Elimination of the eastern extension of FM 875 from Skinner Road to Sardis St and US 287.
- Extension of the east-west portion of Skinner Road to the east and tying it into Rex Odom Road to match the City of Midlothian Thoroughfare Plan.
- Elimination of N. Kempf Ranch Dr. north of FM 875

**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.



**DEPARTMENT OF DEVELOPMENT  
Ellis County**

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

**SECTION 4. EFFECTIVE DATE.**

This Ordinance shall become effective and after the date of its passage on September 22, 2020, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 22<sup>ND</sup> DAY OF SEPTEMBER 2020.**

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Todd Little, County Judge

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Commissioner Randy Stinson, Precinct No. 1

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Commissioner Lane Grayson, Precinct No. 2

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Commissioner Paul Perry, Precinct No. 3

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Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

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Krystal Valdez, County Clerk





**AGENDA ITEM NO. 1.8**

Ellis County Commissioners' Court  
September 22, 2020



**LEGAL CAPTION:**

Conduct a public hearing to consider and act upon amendments to the 2019 Ellis County Master Thoroughfare Plan, adopted by Order No. 445.19, specifically amending FM 1387 from Longbranch Road to IH-35 and other related amendments within the vicinity of this corridor; providing a conflicts clause; providing a severability clause; and providing for an effective date.



**HISTORY:**

When the Commissioners' Court adopted the Master Thoroughfare Plan was adopted on October 22, 2019, part of the approval included staff to revisit the FM 1387 corridor to ensure it was the proper alignment. Also, as a part of that study, the County would reach out to the cities of Midlothian and Waxahachie to be included in this study to establish a "unified preferred alignments" along this corridor.



**PURPOSE:**

Staff held the first of two public forums with citizens on January 30, 2020, with a second one scheduled for April 2020. However, due to the ongoing pandemic, staff paused this project until it was safe to hold an in-person meeting. The additional time also allowed staff to come up with other alternatives and work with Tx-DOT In July 2020 and no end in sight to the pandemic, and after receiving multiple inquiries from the affected residents, staff started to formulate a plan to have an alternative-type public forum. A virtual public forum, similar to what Tx-DOT has been doing, was the most logical answer that would avoid large gatherings and still solicit public input.

The virtual public forum officially began August 24 with a scheduled end date of September 7 (15 days). This allowed 24/7 access to the information instead of just a two-hour meeting in one day.

Before the virtual public meeting, staff presented three (3) options to the affected citizens. During the virtual public meeting and in conversation with the affected citizens, an additional three (3) options materialized from the citizens. All six (6) options are located on Attachment No. 2. These options are not 100% perfect AND will not make everyone happy but instead **attempts to provide the best possible solution that minimizes any negative impacts.**

**ANALYSIS:**

In addition, staff has gone out of its way to make ourselves available to anyone to help answer questions about the process plan during regular and non-business hours. During this time, staff



made themselves available to answer any questions and received valuable input. All input received from the citizens during the is virtual public forum can be found on Attachment No. 3.

Also, other thoroughfares in this vicinity that need to change to achieve “uniform thoroughfare alignments” in this area include the following:

- **Black Champ Road (near FM 1387)**  
Not currently on the County’s Thoroughfare Plan, but it appears on Midlothian’s Thoroughfare Plan as a minor collector (60-feet ROW). Since the County’s minimum is 60 feet for right-of-way, no classification or width change is needed. However, the County will support the City’s alignment of this road.
- **FM 664**  
No change in width, but this alignment will match Tx-DOT’s official alignment of this road.
- **Bob White/Hayes**  
This road currently has three (3) different widths from three (3) different entities (Midlothian 70’; Waxahachie 110’; Ellis County 100’). For uniformity, the County is requesting a change one width for this road and recommending a reduction to 90 feet.
- **Patrick Road to FM 1387**  
Not currently not on County’s Thoroughfare Plan, but it is on Waxahachie’s Thoroughfare Plan as an 80-foot ROW. Staff recommends changing the County’s Thoroughfare Plan to match Waxahachie’s Thoroughfare Plan as an 80-foot ROW.
- **Springbranch/Little Branch Rd**  
Not currently not on County’s Thoroughfare Plan, but it is on Waxahachie’s Plan as an 80-foot ROW. Staff recommends changing the County’s Thoroughfare Plan to match Waxahachie’s Thoroughfare Plan as an 80-foot ROW for Springbranch and Little Branch Road as shown on the existing roads, and not as shown on the Waxahachie Plan as appears to be a map projection error on their end.



**OTHER RELEVANT INFORMATION:**

As required, advertisement of this public hearing appeared in the Waxahachie Daily Light on Saturday, September 5, 2020, at least 15 days before the public hearing date of September 22, 2020.



**ATTACHMENTS:**

- 1) Options Map
- 2) Written/email communication from citizens
- 3) Draft Order with Map



**RECOMMENDATION:**

Staff recommends **approval** of the following thoroughfare amendments as presented below and more officially shown in Exhibit A of the attached Order:

- **FM 1387 extension**
  - Officially support the southern alignment, as shown by Tx-DOT in their official plans dated around September 15, 2020.
  - Extend FM 1387 east of Longbranch though near the Peterson, Petter, King, and A1 tracts, passing Black Champ Road and dipping slightly through the southwest corner of the Marks tract connecting to the ROW dedication already secured from Little Creek Farm, Cross Creek (Phase VII), Legacy Estates, and Cimarron Meadows (Unit III) to the FM 664 alignment as officially proposed by Tx-DOT;
  - Following **Option A** on the attached map through the Chapman and Gilmore tracts, through property addressed as 660 or 670 S. Westmoreland Rd and shifting slightly north to a structure addressed as 2663 Patrick Rd;
  - Upon reaching Patrick Road, following **Option D** on the attached map through the Foscom and Pitts tracts tying into the north segment of W Strerrett Rd. and tying into IH-35 and W. Sterrett Rd.
  
- **Black Champ Road (near FM 1387)**

Amend the County's Thoroughfare Plan to show Midlothian's Thoroughfare Plan alignment as a minor collector (60-foot ROW). No classification or width change is needed.
  
- **FM 664**

Amend this road to match Tx-DOT's official alignment.
  
- **Bob White/Hayes**

Amend the ROW width of this road segment from 100 feet to 90 feet.
  
- **Patrick Road to FM 1387**

Amend the County's Thoroughfare Plan to match the City of Waxahachie's Thoroughfare Plan of Patrick Road as an 80-foot ROW up to the eastern extension of FM 1387.
  
- **Springbranch/Little Branch Rd**

Amend the County's Thoroughfare Plan to match Waxahachie's Thoroughfare Plan as an 80-foot ROW for Springbranch and Little Branch, but along the existing roads, and not as shown on the Waxahachie Plan (maybe map projection error?)



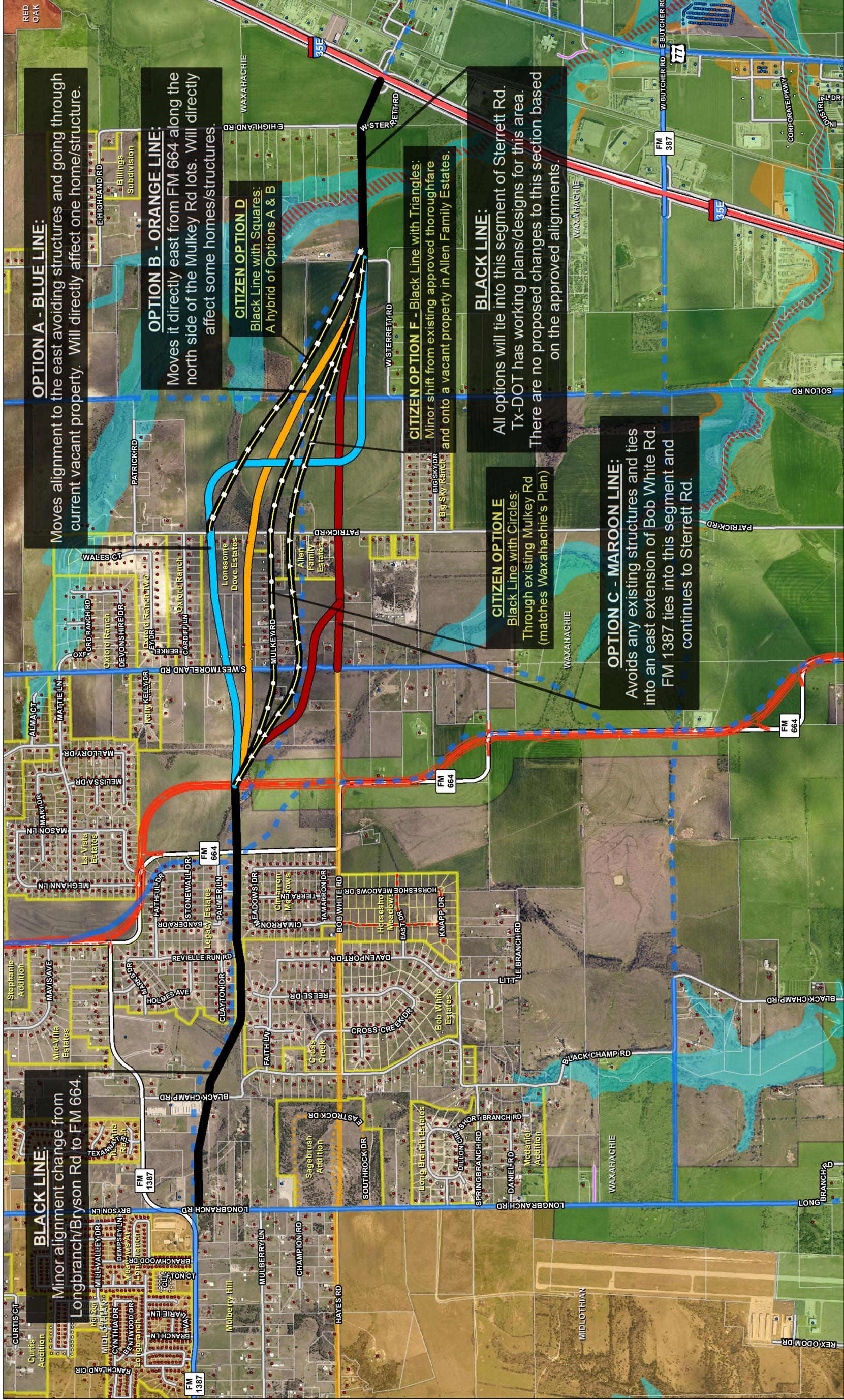
**DEPARTMENT OF DEVELOPMENT  
Ellis County**

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: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**APPROVED AND PRESENTED BY:**

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



**OPTION A - BLUE LINE:**  
 Moves alignment to the east avoiding structures and going through current vacant property. Will directly affect one home/structure.

**OPTION B - ORANGE LINE:**  
 Moves it directly east from FM 664 along the north side of the Mulkey Rd lots. Will directly affect some homes/structures.

**CITIZEN OPTION D**  
 Black Line with Squares:  
 A hybrid of Options A & B

**CITIZEN OPTION F - Black Line with Triangles:**  
 Minor shift from existing approved thoroughfare and onto a vacant property in Allen Family Estates.

**BLACK LINE:**  
 All options will tie into this segment of Sterrett Rd. Tx-DOT has working plans/designs for this area. There are no proposed changes to this section based on the approved alignments.

**CITIZEN OPTION E**  
 Black Line with Circles:  
 Through existing Mulkey Rd (Matches Waxahachie's Plan)

**OPTION C - MAROON LINE:**  
 Avoids any existing structures and ties into an east extension of Bob White Rd. FM 1387 ties into this segment and continues to Sterrett Rd.

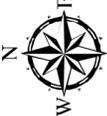
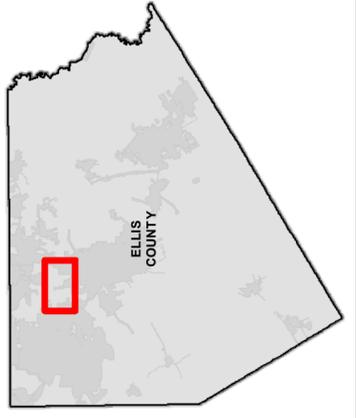
**BLACK LINE:**  
 Minor alignment change from Longbranch/Bryson Rd to FM 664.



**FM 1387 Options  
 Ellis County, Texas**

**If the Court takes no action, then there is no change, and the existing thoroughfare alignment remains.**

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



<b>FM 1387 Options</b>	<b>Roads</b>	<b>911 Address Locations</b>
Black Line	Major	Residential
Option A	Minor	Non-Residential
Option B	Private	Vacant Lot
Option C	Under Construction (Names May Change)	
Citizen Option D	Planned (Names May Change)	
Citizen Option E		
Citizen Option F		
FM 664		
Final Alignment		

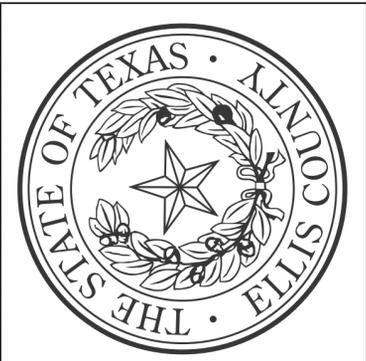
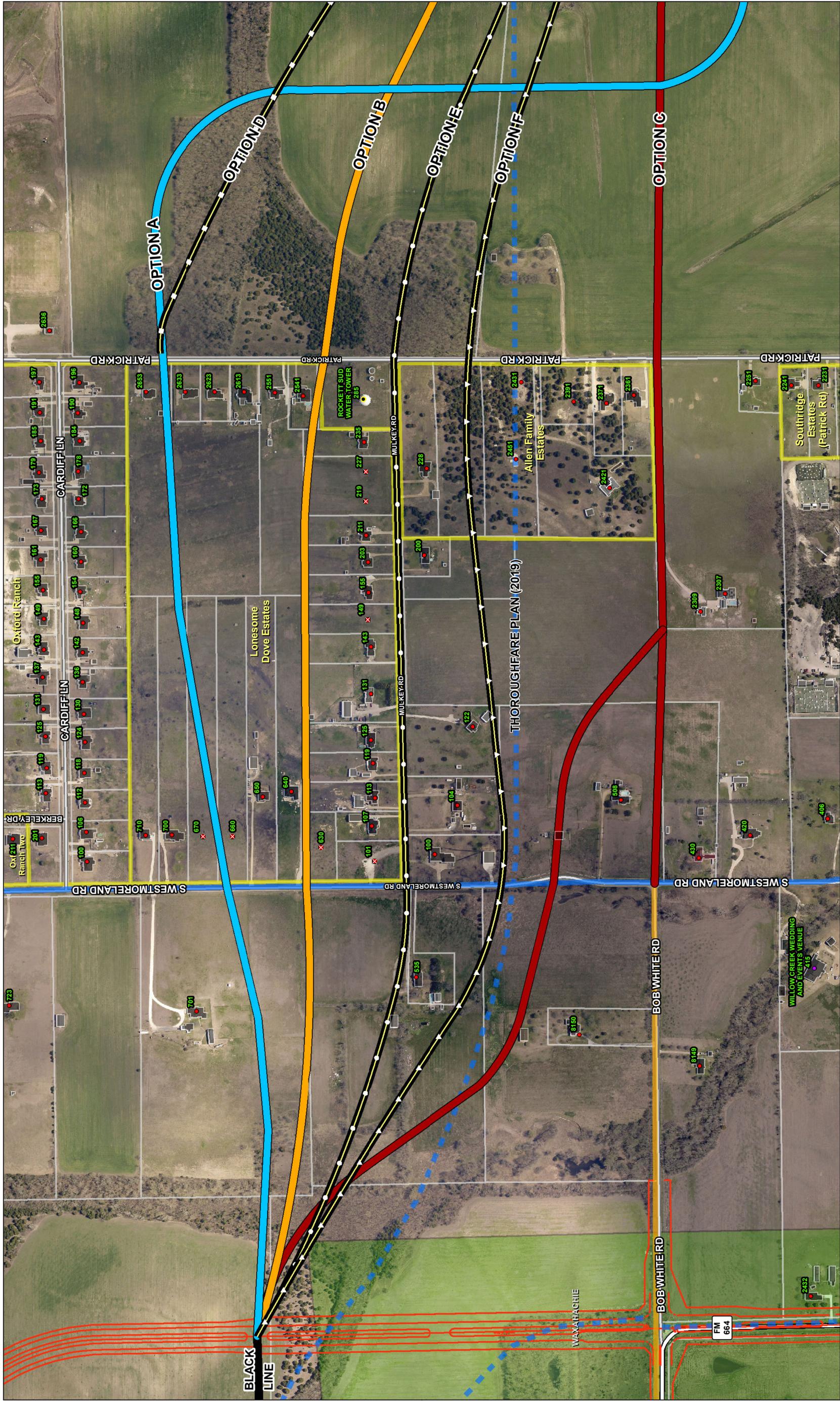
<b>Thoroughfare Roads (2019)</b>	<b>Flood Hazard Zones</b>
Freeway, Existing	1% Annual Chance Flood Hazard
Principal Arterial, Existing	Regulatory Floodway
Principal Arterial, New or Upgraded	Special Floodway
Minor Arterial, Existing	Area of Undetermined Flood Hazard
	0.2% Annual Chance Flood Hazard

<b>City Limits</b>	<b>Neighborhoods</b>
Millothian	Red Oak
	Waxahachie

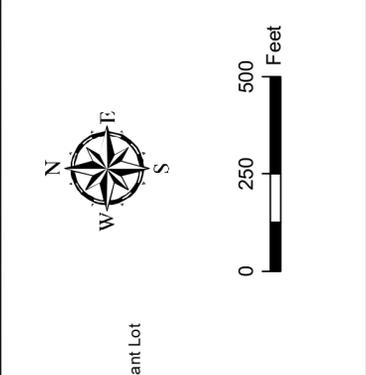
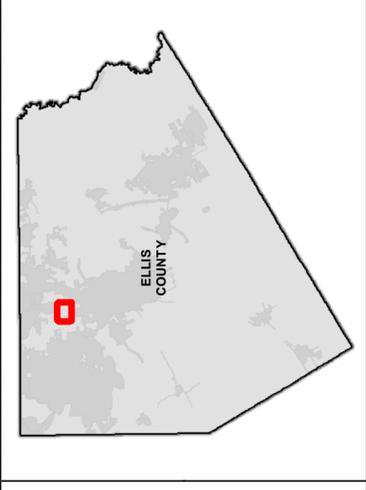
<b>Parcels</b>	<b>Neighborhoods</b>



**FM 1387 Options  
Ellis County, Texas**

**If the Court takes no action,  
then there is no change, and the  
existing thoroughfare alignment remains.**

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



- |                        |                                     |                      |                              |
|------------------------|-------------------------------------|----------------------|------------------------------|
| <b>FM 1387 Options</b> | <b>FM 664</b>                       | <b>Neighborhoods</b> | <b>911 Address Locations</b> |
| Black Line             | Final Alignment                     | City Limits          | Landmark                     |
| Option A               | Thoroughfare Roads (2019)           | Waxahachie           | Residential                  |
| Option B               | Principal Arterial, Existing        | Parcels              | Residential, Vacant Lot      |
| Option C               | Principal Arterial, New or Upgraded | Structures (Q1 2020) | Utilities                    |
| Citizen Option D       | Minor Arterial, Existing            |                      |                              |
| Citizen Option E       | Major                               |                      |                              |
| Citizen Option F       | Minor                               |                      |                              |

## Alberto Mares, AICP, DR, CPM

---

**From:** Leslie Porterfield [REDACTED]  
**Sent:** Friday, August 21, 2020 7:03 PM  
**To:** Alberto Mares, AICP, DR, CPM  
**Subject:** Re: FM 1387 Virtual Public Forum

Thank you Alberto.

Quick question- this on page 28 with the blue dashed line, is that the official alignment of that? It does not list it as an option but a new artery. That goes through my two properties. So would that make two roads going through? The options noted and the dashed blue line?

Thank you,

Leslie Porterfield



On Aug 21, 2020, at 5:35 PM, Alberto Mares, AICP, DR, CPM <alberto.mares@co.ellis.tx.us> wrote:

(All emails are BCC)

Feel free to forward this message to anyone I may have missed. It is not my intention to exclude anyone with a vested interest in this alignment.

All,

Thank you for your continued interest and patience regarding the FM 1387 corridor study. I know it's been a while since my last communication, and I hope this email finds each one of you safe and in good health. I want to thank you for your time and dedication to this alignment. As I promised earlier, I would not proceed with the next step until I got input from the affected citizens. Well, that time is now...

## Alberto Mares, AICP, DR, CPM

---

**From:** Steven Toker [REDACTED]  
**Sent:** Saturday, August 22, 2020 11:50 AM  
**To:** Alberto Mares, AICP, DR, CPM  
**Subject:** Re: FM 1387 Virtual Public Forum

Alberto

What happened to the route just south of mulkey that avoided most structures.

The Red line option 3 is right thru my place. Who came up with this plan. Its certainly not one that we gave feedback to you on. This is very disconcerting.

You and texdot made us think that the plan just south of mulkey was the likely solution.

Can I call you monday to discuss this? Or you can call me.

-Steve Toker [REDACTED]

Sent from my iPhone

On Aug 21, 2020, at 5:35 PM, Alberto Mares, AICP, DR, CPM <alberto.mares@co.ellis.tx.us> wrote:

(All emails are BCC)

Feel free to forward this message to anyone I may have missed. It is not my intention to exclude anyone with a vested interest in this alignment.

All,

Thank you for your continued interest and patience regarding the FM 1387 corridor study. I know it's been a while since my last communication, and I hope this email finds each one of you safe and in good health. I want to thank you for your time and dedication to this alignment. As I promised earlier, I would not proceed with the next step until I got input from the affected citizens. Well, that time is now...

I am proud to announce we are finally ready to move forward with the second public forum; however, it will have a different look and feel than an average in-person meeting. Due to the ongoing pandemic and following guidelines on maintaining social distancing and large gatherings, this public forum will be virtual. As I stated, it is a different format, but one I hope can continue to generate significant, effective, and valuable feedback.

**Alberto Mares, AICP, DR, CPM**

---

**From:** Steven Toker [REDACTED]  
**Sent:** Saturday, August 22, 2020 1:47 PM  
**To:** Alberto Mares, AICP, DR, CPM  
**Subject:** Mulkey Rd corridor TF Plan

Alberto

I noticed that the houses just north of me are now called "Allen family estates". Who labeled these as such. These are all standalone houses. It seems misleading. Did someone file legal papers to make this appear as a subdivision? Because this is now considered a subdivision, is this the reason that the agreed to plan was changed?

As you can see from the map, there is still an empty lot just south of the Mulkey Rd corner that could accomodate this road. Why isnt that still bring considered. Its unimproved land!

**Alberto Mares, AICP, DR, CPM**

---

**From:** Steven Toker [REDACTED]  
**Sent:** Monday, August 24, 2020 12:29 PM  
**To:** Alberto Mares, AICP, DR, CPM  
**Subject:** Re: Mulkey Rd corridor TF Plan

Mr Mares

Can we talk tomorrow afternoon after 3pm. I ve got a bad day today.

Also, I will be submitting my feedback to you, via email, along with my other affected neighbors. Could you make sure our email makes it into the feedback data.

I still dont understand why the route we were briefed on and tentatively agreed to/300 ft south of mulkey is off the table. These 3 options seem to be out of the blue. Who created them?

My neighbors and i have tried to attend all the meetings, give feedback and work within the parameters of your project. It is disheartening to see our feedback did not seem to matter. Randy Cox had agreed to an easement thru his land for the last proposal. And there is still an empty lot thru Allen Estates wide enough for this road.

\*\*\*see empty lot just above blue line/ exactly wide enough\*\*\*

That route would avoid all structures too. It would not destroy my waterline, fence, gate and leave 1/3 of my acreage unuseable and unsellable.

I look forward to speaking with you tomorrow.

PS what is the preferred of the 3 options? option B orange line seems the straightest connection to I35.

Sent from my iPhone

On Aug 24, 2020, at 9:33 AM, Alberto Mares, AICP, DR, CPM <alberto.mares@co.ellis.tx.us> wrote:

Mr. Toker,

The subdivision of Allen Family Estates has been around since September/October 1981 when the Commissioners' Court approved the plat. I have attached it to this email for your records.

I will follow up with a phone call to the number you provided later this afternoon after a round of previously-scheduled meetings, but I wanted to get this information to you before that phone call.

I look forward to speaking with you later.

Thanks,

AM

=====

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

Office: 972-825-5200  
Email: [alberto.mares@co.ellis.tx.us](mailto:alberto.mares@co.ellis.tx.us)  
Web: <https://co.ellis.tx.us/DoD>  
Twitter: [@EllisCountyDOD](https://twitter.com/EllisCountyDOD)

**CUSTOMER SATISFACTION SURVEY:**

Let us know how we are doing → [Survey Link](#)

**From:** Steven Tok[REDACTED]  
**Sent:** Saturday, August 22, 2020 1:47 PM

**To:** Alberto Mares, AICP, DR, CPM <alberto.mares@co.ellis.tx.us>

**Subject:** Mulkey Rd corridor TF Plan

Alberto

I noticed that the houses just north of me are now called "Allen family estates". Who labeled these as such. These are all standalone houses. It seems misleading. Did someone file legal papers to make this appear as a subdivision? Because this is now considered a subdivision, is this the reason that the agreed to plan was changed?

As you can see from the map, there is still an empty lot just south of the Mulkey Rd corner that could accomodate this road. Why isnt that still bring considered. Its unimproved land!

<image001.jpg>

Also, randy cox had generously agreed to an easement thru his land south of mulkey. This route would have avoided all structures as well. I dont understand why the plan was changed from the consensus plan from all the public meetings.

Can i set up a time next week to meet you in person, along with my 3 affected neighbors?

Thank you.

Sent from my iPhone

On Aug 22, 2020, at 11:49 AM, Steven Toker <[REDACTED]> wrote:

Alberto

What happened to the route just south of mulkey that avoided most structures.

The Red line option 3 is right thru my place. Who came up with this plan. Its certainly not one that we gave feedback to you on. This is very disconcerting.

You and texdot made us think that the plan just south of mulkey was the likely solution.

Can I call you monday to discuss this? Or you can call me.

-Steve Toker [REDACTED]

Sent from my iPhone

On Aug 21, 2020, at 5:35 PM, Alberto Mares, AICP, DR, CPM  
<[alberto.mares@co.ellis.tx.us](mailto:alberto.mares@co.ellis.tx.us)> wrote:

(All emails are BCC)

**Alberto Mares, AICP, DR, CPM**

---

**From:** Steven Toker [REDACTED]  
**Sent:** Tuesday, August 25, 2020 9:46 AM  
**To:** Alberto Mares, AICP, DR, CPM  
**Subject:** Re: Mulkey Rd corridor TF Plan

ok Alberto, thank you.

Sent from my iPhone

On Aug 25, 2020, at 8:14 AM, Alberto Mares, AICP, DR, CPM <alberto.mares@co.ellis.tx.us> wrote:

Steven,

I can call you around 4PM today. Will that work?

Thanks,

AM

=====

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

Office: 972-825-5200  
Email: [alberto.mares@co.ellis.tx.us](mailto:alberto.mares@co.ellis.tx.us)  
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Twitter: [@EllisCountyDOD](https://twitter.com/EllisCountyDOD)

**CUSTOMER SATISFACTION SURVEY:**

Let us know how we are doing → [Survey Link](#)

**From:** Steven Toker [REDACTED]  
**Sent:** Monday, August 24, 2020 12:29 PM  
**To:** Alberto Mares, AICP, DR, CPM <alberto.mares@co.ellis.tx.us>  
**Subject:** Re: Mulkey Rd corridor TF Plan

Mr Mares

Can we talk tomorrow afternoon after 3pm. I ve got a bad day today.

Also, I will be submitting my feedback to you, via email, along with my other affected neighbors. Could you make sure our email makes it into the feedback data.

I still dont understand why the route we were briefed on and tentatively agreed to/300 ft south of mulkey is off the table. These 3 options seem to be out of the blue. Who created them?

My neighbors and i have tried to attend all the meetings, give feedback and work within the parameters of your project. It is disheartening to see our feedback did not seem to matter. Randy Cox had agreed to an easement thru his land for the last proposal. And there is still an empty lot thru Allen Estates wide enough for this road.

<image001.jpg>

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That route would avoid all structures too. It would not destroy my waterline, fence, gate and leave 1/3 of my acreage unuseable and unsellable.

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Alberto Mares, AICP, DR, CPM  
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Office: 972-825-5200  
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**CUSTOMER SATISFACTION SURVEY:**

Let us know how we are doing → [Survey Link](#)

**From:** Steven Toker <[REDACTED]>  
**Sent:** Saturday, August 22, 2020 1:47 PM  
**To:** Alberto Mares, AICP, DR, CPM <[alberto.mares@co.ellis.tx.us](mailto:alberto.mares@co.ellis.tx.us)>  
**Subject:** Mulkey Rd corridor TF Plan

Alberto  
I noticed that the houses just north of me are now called "Allen family estates". Who labeled these as such. These are all standalone houses. It seems misleading. Did someone file legal papers to make this appear as a subdivision? Because this is now considered a subdivision, is this the reason that the agreed to plan was changed?

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<image001.jpg>

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Can i set up a time next week to meet you in person, along with my 3 affected neighbors?

Thank you.

Sent from my iPhone

On Aug 22, 2020, at 11:49 AM, Steven Toker  
<[REDACTED]> wrote:

**From:** Steven Toker [REDACTED]  
**Sent:** Tuesday, August 25, 2020 6:39 PM  
**To:** Alberto Mares, AICP <alberto.mares@co.ellis.tx.us>  
**Subject:** Email addresses/county commissioners

Alberto

When you can, would you send me the names and email addresses of each county commissioner. I would like to get my feedback letters off soon. Thank you.

-ST

## Alberto Mares, AICP, DR, CPM

---

**From:** Bev Carrick [REDACTED]  
**Sent:** Wednesday, August 26, 2020 8:15 AM  
**To:** Alberto Mares, AICP, DR, CPM  
**Cc:** Bev Carrick  
**Subject:** Re: FM 1387 to I-35E  
**Attachments:** FM 1387 Corridor Study Virtual Public Forum presentation.pdf

Alberto,

I am again writing to protest utilizing my property as part of the east/west 1387 to I-35E thoroughfare being proposed by the county, Waxahachie, TXDOT, etc. There are alternative paths that are much more suitable for this purpose, namely Mulkey Road or at the end of Westmoreland without disturbing many people. My land is part of my livelihood and I need said funds which would be taken away from me based on the proposal. In addition I personally feel this e/w thoroughfare will enhance crime and cause more undue stress to my person and animals.

I have personally been under quite a bit of stress with this thoroughfare and having cars, trucks, etc. racing along a very close corridor to my home is extremely unforgiving by all organizations involved in this planning process.

I do not believe I have been listened to at all by said organizations, being a senior, woman property owner. I have lived on my current premises over 22 years and sadly do not want to be disturbed by a freeway running thru my property.

We moved out here to be in the COUNTRY, not to have a thoroughfare going through our beautiful neighborhoods because of all the traffic. Use 287, use Ovilla Road, don't destroy our Country life. At least I utilize my land for farming. On my Westmoreland/Bob White corridor there are four of us that grow hay, raise livestock and yet our properties are being considered for destruction.....which will happen if this e/w corridor is approved thru our land.

Beverly A. Carrick  
[REDACTED]

On Friday, August 21, 2020, 05:35:35 PM CDT, Alberto Mares, AICP, DR, CPM <alberto.mares@co.ellis.tx.us> wrote:

(All emails are BCC)

Feel free to forward this message to anyone I may have missed. It is not my intention to exclude anyone with a vested interest in this alignment.

**Alberto Mares, AICP, DR, CPM**

---

**From:** Mail-Service [REDACTED]  
**Sent:** Wednesday, August 26, 2020 10:52 AM  
**To:** Alberto Mares, AICP, DR, CPM  
**Subject:** Re: FM 1387 Virtual Public Forum

Alberto,

I have reviewed the slides and appreciate your hard work in presenting this to us. In looking at the best option, it looks like to us that TxDot would prefer Option B-Orange line, due to it being a straighter line without curves. majority of the route would be vacant land affecting one structure. This looks like the most inexpensive route and straighter route for the thoroughfare.

An option that is not being considered, is the route that was originally preferred for approximately 10 months of the year long 2019 planning process, which was widening Mulkey Road. No structures, widening an existing roadway, and being consistent with the thoroughfare plans for City of Waxahachie and City of Midlothian, People living on an existing roadways come to expect the possibility of their road widening at some point due to growth.

Option C looks too curvy and would place roadway right against existing houses, killing resale values. This option looks like it would be the most expensive route to build and would have a major effect on property owners with no type of distance barrier. Option B, gives a distance barrier.

We appreciate you hearing our feedback.

Randy and Shelley Cox  
[REDACTED]

On Friday, August 21, 2020, 05:35:28 PM CDT, Alberto Mares, AICP, DR, CPM <alberto.mares@co.ellis.tx.us> wrote:

(All emails are BCC)

Feel free to forward this message to anyone I may have missed. It is not my intention to exclude anyone with a vested interest in this alignment.

All,

**Alberto Mares, AICP, DR, CPM**

---

**From:** Kelly Cypret [REDACTED]  
**Sent:** Wednesday, August 26, 2020 1:30 PM  
**To:** alberto.mares@co.ellis.tx.us  
**Subject:** 1387 Corridor Study

Alberto,

We currently live at 220 Longbranch Rd Midlothian, right next to where the proposed 1387 thoroughfare is set to happen. Can you confirm, that this road will not go through our property? It is always difficult to discern on the slideshows that you guys present. Will the new road be closer to the church rather than our residence? There is a house between the church and our property, which looks like it will be taken to construct the new road.

Thanks,  
Kelly Cypret  
[REDACTED]  
Midlothian, TX 76065  
[REDACTED]

**Alberto Mares, AICP, DR, CPM**

---

**From:** Steven Toker [REDACTED]  
**Sent:** Wednesday, September 2, 2020 6:47 PM  
**To:** Alberto Mares, AICP  
**Subject:** My feedback to new changes Ellis Co Thoroughfare  
**Attachments:** EllisCoDevLetterThoroughfare Feedback 9 2 20.docx

Alberto

Please enter this into the official feedback you are compiling. Please consider the proposal for the HYBRID route I included in the letter and discussed with you. This would respect the 2 years of debate my neighbors and I went through to reach the agreed on route/blue dotted line.

Thank You.

Steve Toker, [REDACTED]

## **Alberto Mares, AICP, DR, CPM**

---

**From:** Mail-Service [REDACTED]  
**Sent:** Wednesday, September 2, 2020 11:25 AM  
**To:** Alberto Mares AICP DR CPM; countyjudge@co.ellis.tx.us; kyle.butler@co.ellis.tx.us; pct3@co.ellis.tx.us; lane.grayson@co.ellis.tx.us; randy.stinson@co.ellis.tx.us  
**Subject:** Thoroughfare Concerns and Recommendations

We want to express our deep concern for at least one of the options that is being presented and let you know how it will be affecting our family and our neighbors. Our homestead is 420 S. Westmoreland Rd. , just south of Bob White Rd. Our property makes and L shape from Westmoreland Rd. and comes out on Mulkey Rd.

The Option C (Maroon) line will go along our property that faces Westmoreland Rd. and will cut into the corner of and divide our property connecting to Mulkey Rd. in half. Our plan is for our son and daughters to build their homes on the Mulkey Rd. property and have access for our grandchildren to be connected to our property. Our grandchildren will be able to safely walk to our house without having to be on any road. Our daughter is in the process of designing her home. With the Option C (Maroon) our homes would be divided by a busy thoroughfare with no way for our grandchildren to access our property. Worse case scenerio, it would be better for us if the thoroughfare cut into the middle of our Mulkey Rd. property further north, (blue dotted line, as one of the earlier proposals indicated, so our children could at least build their homes on the South side of our Mulkey property that connects to the back of our Westmoreland property line. This would allow us to keep more of our land together.

This thoroughfare will take out much of our land, divide our land, and be right up against our neighbor's homes. Ms. Beverly Carrington's home would be surrounded on both sides with the thoroughfare and the connection of Bob White as well. (as indicated in Option C (Maroon)).

OPTION B ( ORANGE) would be the preferred route and would affect fewer people in such a devastating way as Option C (Maroon) . Also, I would like to mention that it seems as though it would be perhaps an even better option, however, it is not an option mentioned in the slides but was definitely discussed and preferred by the cities at one point, to widen Mulkey Rd. It is already a nice wide road and to make it the thoroughfare seems the most practical option. This would disturb much less land and seem to be the best use of funds designated to build the thoroughfare, while keeping the country setting that all of our neighbors value greatly. The thoroughfare would be in the front of homes on Mulkey Rd. where there is already a wide street, instead of coming along the entire sides and backyards of homes as Option C (Maroon) would do. Disrupting nearly the entire length of the property of our 2 neighbors, next door and to the north , the length of the property of our neighbor behind us ( Toker family) and their next door neighbors to the north of them, ruining our kid's plans of building their homes connected to our property, dividing our property in half, and with the connection of Bob White segment, taking even more of our property, affecting our cattle as well as our neighbor's cattle, diminishing what little country we have left and potentially lowering the value of many of our homes due to the placement of the thoroughfare.

Another option not on the slide -

Please consider utilizing any of the options down to Mulkey Rd., using Mulkey Rd. and then picking up Option B (ORANGE) at the end of the street and continuing on. This makes a very straight path

and does not disturb homeowner's back yards. This path takes front yards but does not go down the entire sides and backs of homes, where families usually gather. This is a much straighter path than the curves in Option C(Maroon)

The county's/city's desire to also connect Bob White Rd. to this thoroughfare has really caught us off guard. We not only will be having to deal with thoroughfare coming through our property, but also a connection to Bob White Rd. as well. Our property will be affected greatly from both of these additions since it comes together on our property.

Please consider OPTION B (ORANGE) , or returning to the previous plan of utilizing Mulkey Rd., or at least incorporating the BLUE DOTTED LINE further North on our Mulkey Rd. property, which would also cause much less destruction of the Toker's homestead, our home and the two neighbors North of our home (3 in a row) on Westmoreland Rd..

Thank you for studying our concerns and recommendations. This is a life changing decision for so many of us.

Randy and Shelley Cox

A blacked-out redaction mark covering the signature of Randy and Shelley Cox.

**STEVEN I. TOKER, MD**

---

██████████  
WAXAHACHIE, TX 75167

██████████ Tel ██████████

September 2, 2020

Mr. Alberto Mares  
Department of Development  
Ellis County Texas  
109 South Jackson Street  
Waxahachie, TX 75165

Dear Mr. Mares:

This letter is detailed feedback on the proposed changes to the Ellis County Thoroughfare Plan (dated 8/21/20). I have already filled out the online survey at the site mentioned in your presentation. Would you enter this letter into the official feedback records you are compiling.

I am writing because of the concern I have over the new options presented in the latest draft of the Thoroughfare Plan. Many of these concerns I stated to you verbally during our telephone conversation on August 25, 2020.

As I mentioned, the current thoroughfare plan as it pertains to my neighborhood (dotted blue line on detail map of Westmoreland and Patrick rds.) was agreed to by the majority of citizens at the last public meeting in 2019. This blue line was the result of nearly 2 years of public feedback and debate. It seems now that this compromise, reached by the residents of Patrick/Mulkey/Westmoreland Roads has been discarded in favor of these 3 new options (A though C) listed on the detail map of our neighborhood.

While I understand that you are responding to new guidance by TX DOT, which moved the location of the new FM664 east of the existing road, I still do not agree that nearly 2 years of democratic consensus building should be cast aside. I believe the proposed route for the thoroughfare (dotted blue line south of Mulkey Road) is still the best. It does not destroy any existing structures or houses. Its was agreed to in a democratic process, and was agreed to by most of the people in the area who showed up to the public meetings. It offers a relatively straight continuation of 1387, without any drastic curves. It crosses undeveloped land and will cut through an undeveloped lot that is at least 150 feet wide in the wooded part of the Allen Family Estates (an entity that is on paper only, and is really a collection of individual homes, minus the wooded lot at the corner of Mulkey and Patrick Rds, which is vacant, see ATTCH. 2 and 3).

As I mentioned in our phone conversation, a **hybrid route** should also be considered. A combination of the RED line/Option C on the map, melded with the dotted blue line (existing thoroughfare route). The Red Line could depart from its origin at 1387, course through the undeveloped fields west of Westmoreland Road, merge with the dotted blue line at Westmoreland, then assume the course of the dotted blue line going east to I 35/Sterrett Rd on ramp. This proposal would damage no structures, and is mostly agreed to already, in public debate.

Your Proposed "**Option C**" cuts right into my property. A minimum of 120 foot right of way the entire length of my property would create the following hardships for my family:

- 1) Destroy my water lines built parallel to my driveway
- 2) Destroy my cattle fencing and ~~from gate~~, worth nearly \$30000 to replace
- 3) Destroy my driveway
- 4) Decrease my grazing land for my cattle
- 5) Severely decrease any resale value of my land, until the roadway was actually built and/or the right of way purchased by the state.
- 6) Increase noise and air pollution to me and my immediate neighbors when the roadway is built.
- 7) Rewiring of electric lines and transformer to my house.
- 8) The 120-140 ft right of way makes at least 25-33% (up to 6 acres) of my land nearly unsellable until purchased by the state, and reduces the value of my property by up to \$240,000 (acreage is selling at \$40000/acre for these new homes). It will be very difficult to sell my property with this onerous right of way hanging over any potential sale.

I have tried to work within the parameters of the feedback process for this Thoroughfare Project. I have dutifully attended every meeting. I have worked with my neighbors and the county to reach a consensus plan (Dotted Blue Line on Detail Map). I have spoken with the Development Office on dozens of occasions regarding this issue. I am a bit disappointed that our consensus was cast aside.

I am hoping that the Commissioners and the county reject Option C, for the reasons I stated. I hope our consensus plan( Blue dotted line) or the **Hybrid route** I mentioned will be adopted.

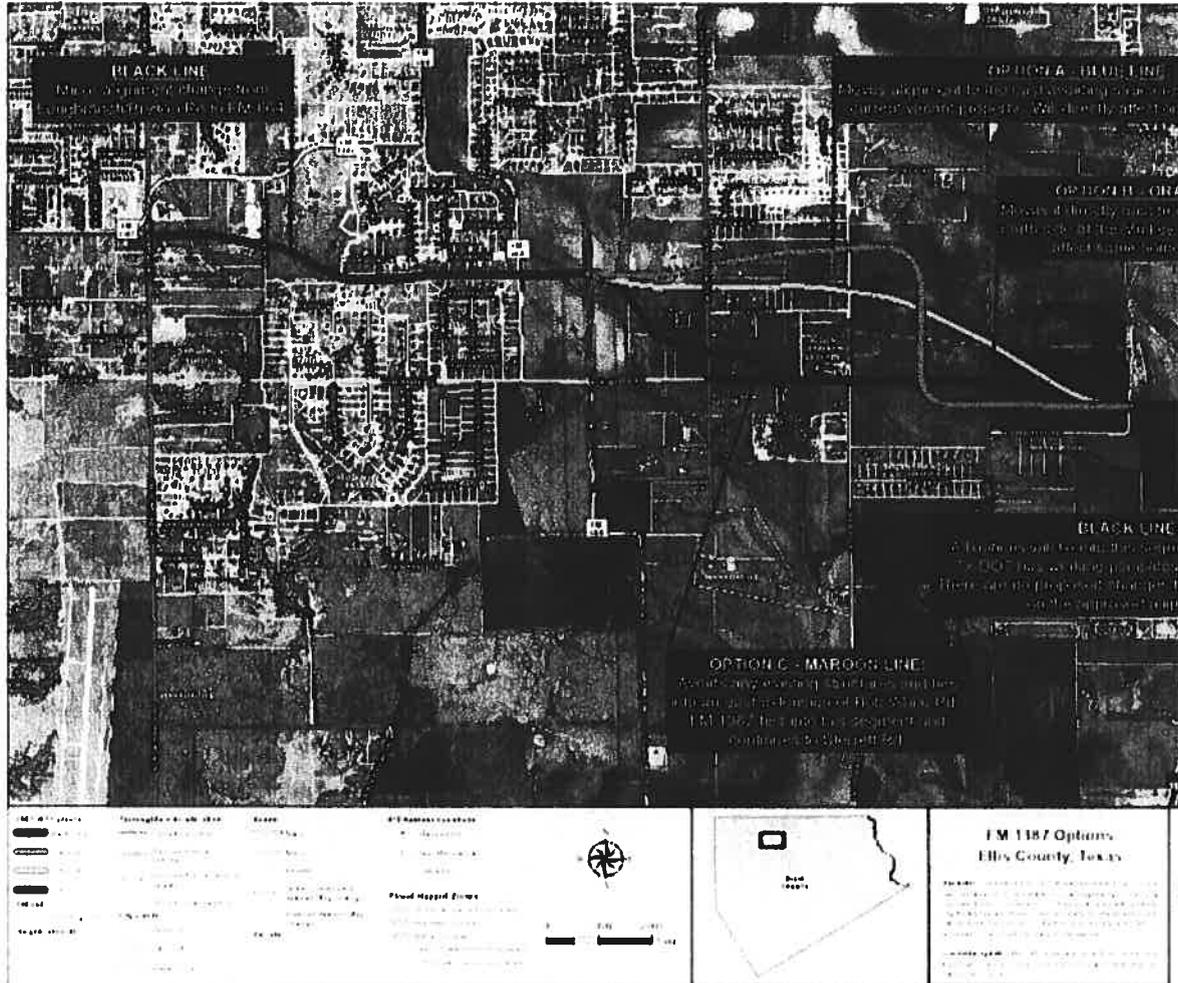
Please call or email me with any questions or to discuss this further. Thank You.

Sincerely,

Steve Toker, MD

See attach: Ellis County TX Thoroughfare Plan, Detail Map for Westmoreland and Patrick Road Area

Due to the signature of the road code, you have the ability to scroll horizontally and vertically, and zoom in and out.



ATTCH 1): AUG. 2020 Ellis County Thoroughfare Plan, New Routes (A-C) through Westmoreland/Mulkey/Patrick Road Area. BLUE Dotted Line is compromise route the neighborhood agreed to.



ATTCH 2): Current TF course/dotted blue line. Note undeveloped lot (wooded), just north of blue line. See next photo as well, 150+ wide. Nothing but open farm land to East of Patrick Rd until I-35 onramp.



ATTCH 3. Wooded lot/Allen Estates/150-200 ft wide, would accommodate the thoroughfare.



## View results

Respondent

< 1 Anonymous >

06:52  
Time to complete

### CONTACT INFORMATION

Please enter your name, address, and contact information

1. Name \*

Maurice Martin

2. Address \*

Mulkey Rd Waxahachie TX 75167

3. Phone Number \*

[Redacted]

4. Email address \*

[Redacted]@att.net

ack

5. How did you receive information about this virtual public forum? \*

- Email from staff
- Neighbor/Friend/Relative informed me
- Dept. of Development website
- Other

### QUESTIONS ABOUT THOROUGHFARE PLAN

Please answer the following questions regarding the proposed alignment options.

6. Please indicate the date you reviewed the thoroughfare plan presentation online. \*

8/22/2020 

7. What questions/concerns do you have regarding these alignment proposals? \*

That none of these options were disused in the last public form. The road was to go south of Mulkey per the consults hired by the county.

8. After reviewing the information, which option do you prefer? \*

- Option A - Blue Line
- Option B - Orange Line
- Option C - Maroon Lines
- Other

ack

7. What questions/concerns do you have regarding these alignment proposals? \*

That none of these options were disused in the last public form. The road was to go south of Mulkey per the consults hired by the county.

8. After reviewing the information, which option do you prefer? \*

Option A - Blue Line

Option B - Orange Line

Option C - Maroon Lines

Other

9. What is your second-preferred alignment? \*

Option A - Blue Line

Option B - Orange Line

Option C - Maroon Lines

None - I prefer my first choice

Other

10. Is there any other relevant information you wish to share with us? If so, please share the information below.

ack

## CONTACT INFORMATION

Please enter your name, address, and contact information

### 1. Name \*

randy and Shelley Cox

### 2. Address \*

[REDACTED] Westmoreland and [REDACTED] acres on Mulkey Road

### 3. Phone Number \*

[REDACTED]

### 4. Email address \*

[REDACTED]

### 5. How did you receive information about this virtual public forum? \*

- Email from staff
- Neighbor/Friend/Relative informed me
- Dept. of Development website

Other

ack

6. Please indicate the date you reviewed the thoroughfare plan presentation online. \*

8/25/2020 

7. What questions/concerns do you have regarding these alignment proposals? \*

Dividing our properties making them unsellable along with not being able to develop 21 acres

8. After reviewing the information, which option do you prefer? \*

- Option A - Blue Line
- Option B - Orange Line
- Option C - Maroon Lines
- Other

9. What is your second-preferred alignment? \*

- Option A - Blue Line
- Option B - Orange Line
- Option C - Maroon Lines
- None - I prefer my first choice
- 

10. Is there any other relevant information you wish to share with us? If so, please share the information below

ack

7. What questions/concerns do you have regarding these alignment proposals?

\*

Dividing our properties making them unsellable along with not being able to develop 21 acres

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Option A - Blue Line

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Option C - Maroon Lines

Other

9. What is your second-preferred alignment? \*

Option A - Blue Line

Option B - Orange Line

Option C - Maroon Lines

None - I prefer my first choice

Going down Mulkey as proposed by City of Wa

10. Is there any other relevant information you wish to share with us? If so, please share the information below.

I would think you would want to keep throughfare as straight as possible

ack

1. Name \*

Michael Price

2. Address \*

Patrick Road, Waxahachie, Tx

3. Phone Number \*

[Redacted]

4. Email address \*

[Redacted]

5. How did you receive information about this virtual public forum? \*

- Email from staff
- Neighbor/Friend/Relative informed me
- Dept. of Development website

Other

## QUESTIONS ABOUT THOROUGHFARE PLAN

Please answer the following questions regarding the proposed alignment options.

[Back](#)

### 7. What questions/concerns do you have regarding these alignment proposals? \*

It seems disingenuous at best, to create a set of documents for this planned road that does not include as even a choice the one option that was the consensus choice the last time this issue was discussed. See my response to Q8 below. As far as the options presented, Option C is the most concerning as it will result in a 4-lane road running completely down the South side of my residence, within a distance from house that I suspect does not even meet building code distance variances and ending with intersection with Patrick Road only a few feet from my driveway.

### 8. After reviewing the information, which option do you prefer? \*

Option A - Blue Line

Option B - Orange Line

Option C - Maroon Lines

As I understand, the last time this issue was raised

### 9. What is your second-preferred alignment? \*

Option A - Blue Line

Option B - Orange Line

Option C - Maroon Lines

None - I prefer my first choice

Down Mulkey road. It is an existing road and is €

### 10. Is there any other relevant information you wish to share with us? If so, please share the information below.

I find it interesting that somehow the proposal now includes moving FM664. I wonder

Jack

does not include as even a choice the one option that was the consensus choice the last time this issue was discussed. See my response to Q8 below. As far as the options presented, Option C is the most concerning as it will result in a 4-lane road running completely down the South side of my residence, within a distance from house that I suspect does not even meet building code distance variances and ending with intersection with Patrick Road only a few feet from my driveway.

8. After reviewing the information, which option do you prefer? \*

Option A - Blue Line

Option B - Orange Line

Option C - Maroon Lines

As I understand, the last time this issue was raised

9. What is your second-preferred alignment? \*

Option A - Blue Line

Option B - Orange Line

Option C - Maroon Lines

None - I prefer my first choice

Down Mulkey road. It is an existing road and is €

10. Is there any other relevant information you wish to share with us? If so, please share the information below.

I find it interesting that somehow the proposal now includes moving FM664. I wonder who owns the pasture land where 1387 and FM664 will now conveniently intersect. Seems like a possible lucrative development for that owner seeing how the proposed intersection of these two roads will offer some prime commercial development. I thought this was a project to expand 1387 not re-route FM664. Why is that even included in this project? Is anyone looking into that to see if any undue influence was placed on public officials to include it?

ack

1. Name \*

Charles and Tina King

2. Address \*

[REDACTED] Blackchamp Road

3. Phone Number \*

[REDACTED]

4. Email address \*

[REDACTED]

5. How did you receive information about this virtual public forum? \*

- Email from staff
- Neighbor/Friend/Relative informed me
- Dept. of Development website
- Other

### QUESTIONS ABOUT THOROUGHFARE PLAN

Please answer the following questions regarding the proposed alignment options.

ack

Online.

9/5/2020 

7. What questions/concerns do you have regarding these alignment proposals? \*

My first concern is that you are putting a four-lane road beside my property, which will also have a four-way stop at my driveway. The noise and traffic will be a lot. All of this, in turn, will decrease my property value.

8. After reviewing the information, which option do you prefer? \*

- Option A - Blue Line
- Option B - Orange Line
- Option C - Maroon Lines
- 

9. What is your second-preferred alignment? \*

- Option A - Blue Line
- Option B - Orange Line
- Option C - Maroon Lines
- None - I prefer my first choice
- 

10. Is there any other relevant information you wish to share with us? If so, please share the information below.

ack

7. What questions/concerns do you have regarding these alignment proposals? \*

My first concern is that you are putting a four-lane road beside my property, which will also have a four-way stop at my driveway. The noise and traffic will be a lot. All of this, in turn, will decrease my property value.

8. After reviewing the information, which option do you prefer? \*

- Option A - Blue Line
- Option B - Orange Line
- Option C - Maroon Lines
- Black will affect us

9. What is your second-preferred alignment? \*

- Option A - Blue Line
- Option B - Orange Line
- Option C - Maroon Lines
- None - I prefer my first choice
- Black will affect us

10. Is there any other relevant information you wish to share with us? If so, please share the information below.

Since receiving your email, we have received a letter from TX-Dot showing an alternative northern route that is better for us. This would be an improvement on an existing roadway, not constructing a new road. All residents on this roadway purchased their property, knowing it was on a farm to market road.

ack

1. Name \*

Larry Gilmore

2. Address \*

South Westmoreland

3. Phone Number \*

[Redacted]

4. Email address \*

[Redacted]

5. How did you receive information about this virtual public forum? \*

- Email from staff
- Neighbor/Friend/Relative informed me
- Dept. of Development website

Other \*

## QUESTIONS ABOUT THOROUGHFARE PLAN

Please answer the following questions regarding the proposed alignment options.

ack

How did we get to these new routes none of these were even talked about in February? I would like a sped up time line, because I don't feel i can make improvements to my barn or property with this hanging over my head. Also do we have to disclose this if we put it up for sale? We've been here for 30 years and don't want to leave, but we don't want a road thru our home or on our property either. I think speed in picking who gets shafted out of this deal would be the best for everyone so we can all have time to come up with a plan.

8. After reviewing the information, which option do you prefer? \*

Option A - Blue Line

Option B - Orange Line

Option C - Maroon Lines

Other

9. What is your second-preferred alignment? \*

Option A - Blue Line

Option B - Orange Line

Option C - Maroon Lines

None - I prefer my first choice

Other

10. Is there any other relevant information you wish to share with us? If so, please share the information below.

I would like to know how tex dot intends to pay out? Is it pennies on the dollar? If they split your property do they buy the whole thing? I think in person meetings need to be done before any action takes place and tex dot should be there again, lets pick a route and be done because we really have NO choice except how we proceed after the fact

ack

## CONTACT INFORMATION

Please enter your name, address, and contact information

### 1. Name \*

Steven Toker

### 2. Address \*

[REDACTED] Waxahachie, TX 75167

### 3. Phone Number \*

[REDACTED]

### 4. Email address \*

[REDACTED]

### 5. How did you receive information about this virtual public forum? \*

- Email from staff
- Neighbor/Friend/Relative informed me
- Dept. of Development website

Other

ack

6. Please indicate the date you reviewed the thoroughfare plan presentation online. \*

8/26/2020



7. What questions/concerns do you have regarding these alignment proposals? \*

Dear Mr. Mares: This letter is detailed feedback on the proposed changes to the Ellis County Thoroughfare Plan (dated 8/21/20). I have already filled out the online survey at the site mentioned in your presentation. Would you enter this letter into the official feedback records you are compiling. I am writing because of the concern I have over the new options presented in the latest draft of the Thoroughfare Plan. Many of these concerns I stated to you verbally during our telephone conversation on August 25, 2020. As I mentioned, the current thoroughfare plan as it pertains to my neighborhood (dotted blue line on detail map of Westmoreland and Patrick rds.) was agreed to by the majority of citizens at the last public meeting in 2019. This blue line was the result of nearly 2 years of public feedback and debate. It seems now that this compromise, reached by the residents of Patrick/Mulkey/Westmoreland Roads has been discarded in favor of these 3 new options (A through C) listed on the detail map of our neighborhood. While I understand that you are responding to new guidance by TX DOT, which moved the location of the new FM664 east of the existing road, I still do not agree that nearly 2 years of democratic consensus building should be cast aside. I believe the proposed route for the thoroughfare (dotted blue line south of Mulkey Road) is still the best. It does not destroy any existing structures or houses. It was agreed to in a democratic process, and was agreed to by most of the people in the area who showed up to the public meetings. It offers a relatively straight continuation of 1387, without any drastic curves. It crosses undeveloped land and will cut through an undeveloped lot that is at least 150 feet wide in the wooded part of the Allen Family Estates (an entity that is on paper only, and is really a collection of individual homes, minus the wooded lot at the corner of Mulkey and Patrick Rds, which is vacant, see ATTCH. 2 and 3). As I mentioned in our phone conversation, a hybrid route should also be considered. A combination of the RED line/Option C on the map, melded with the dotted blue line (existing thoroughfare route). The Red Line could depart from its origin at 1387, course through the undeveloped fields west of Westmoreland Road, merge with the dotted blue line at Westmoreland, then assume the course of the dotted blue line going east to I 35/Sterrett Rd on ramp. This proposal would damage no structures, and is mostly agreed to already, in public debate. Your Proposed "Option C" cuts right into my property. A minimum of 120 foot right of way the entire length of my property would create the following hardships for my family: 1) Destroy my water lines built parallel to my driveway 2) Destroy my cattle fencing and from gate, worth nearly \$30000 to replace 3) Destroy my driveway 4) Decrease my grazing land for my cattle 5) Severely decrease any resale value of my land, until the roadway was actually built and/or the right of way purchased by the state. 6) Increase noise and air pollution to me and my immediate neighbors when the roadway is built. 7)

ack

assume the course of the dotted blue line going east to I 35/Sterrett Rd on ramp. This proposal would damage no structures, and is mostly agreed to already, in public debate. Your Proposed "Option C" cuts right into my property. A minimum of 120 foot right of way the entire length of my property would create the following hardships for my family: 1) Destroy my water lines built parallel to my driveway 2) Destroy my cattle fencing and from gate, worth nearly \$30000 to replace 3) Destroy my driveway 4) Decrease my grazing land for my cattle 5) Severely decrease any resale value of my land, until the roadway was actually built and/or the right of way purchased by the state. 6) Increase noise and air pollution to me and my immediate neighbors when the roadway is built. 7) Rewiring of electric lines and transformer to my house. 8) The 120-140 ft right of way makes at least 25-33% (up to 6 acres) of my land nearly unsellable until purchased by the state, and reduces the value of my property by up to \$240,000 (acreage is selling at \$40000/acre for these new homes). It will be very difficult to sell my property with this onerous right of way hanging over any potential sale. I have tried to work within the parameters of the feedback process for this Thoroughfare Project. I have dutifully attended every meeting. I have worked with my neighbors and the county to reach a consensus plan (Dotted Blue Line on Detail Map). I have spoken with the Development Office on dozens of occasions regarding this issue. I am a bit disappointed that our consensus was cast aside. I hope you will consider the HYBRID route I proposed.

8. After reviewing the information, which option do you prefer? \*

- Option A - Blue Line
- Option B - Orange Line
- Option C - Maroon Lines
- HYBRID PLAN, discussed in sep letter to Alberto

9. What is your second-preferred alignment? \*

- Option A - Blue Line
- Option B - Orange Line
- Option C - Maroon Lines
- None - I prefer my first choice
- Existing dotted blue line, which our entire neigh

ack

## 9. What is your second-preferred alignment? \*

- Option A - Blue Line
- Option B - Orange Line
- Option C - Maroon Lines
- None - I prefer my first choice
- Existing dotted blue line, which our entire neigh

## 10. Is there any other relevant information you wish to share with us? If so, please share the information below.

LETTER SENT TO ALBERTO MARES, DIREC OF DEVEL, ELLIS CO. TX, DTD 9-2-20 September 2, 2020 Mr. Alberto Mares Department of Development Ellis County Texas 109 South Jackson Street Waxahachie, TX 75165 Dear Mr. Mares: This letter is detailed feedback on the proposed changes to the Ellis County Thoroughfare Plan (dated 8/21/20). I have already filled out the online survey at the site mentioned in your presentation. Would you enter this letter into the official feedback records you are compiling. I am writing because of the concern I have over the new options presented in the latest draft of the Thoroughfare Plan. Many of these concerns I stated to you verbally during our telephone conversation on August 25, 2020. As I mentioned, the current thoroughfare plan as it pertains to my neighborhood (dotted blue line on detail map of Westmoreland and Patrick rds.) was agreed to by the majority of citizens at the last public meeting in 2019. This blue line was the result of nearly 2 years of public feedback and debate. It seems now that this compromise, reached by the residents of Patrick/Mulkey/Westmoreland Roads has been discarded in favor of these 3 new options (A though C) listed on the detail map of our neighborhood. While I understand that you are responding to new guidance by TX DOT, which moved the location of the new FM664 east of the existing road, I still do not agree that nearly 2 years of democratic consensus building should be cast aside. I believe the proposed route for the thoroughfare (dotted blue line south of Mulkey Road) is still the best. It does not destroy any existing structures or houses. Its was agreed to in a democratic process, and was agreed to by most of the people in the area who showed up to the public meetings. It offers a relatively straight continuation of 1387, without any drastic curves. It crosses undeveloped land and will cut through an undeveloped lot that is at least 150 feet wide in the wooded part of the Allen Family Estates (an entity that is on paper only, and is really a collection of individual homes, minus the wooded lot at the corner of Mulkey and Patrick Rds, which is vacant, see ATTCH. 2 and 3). As I mentioned in our phone conversation, a hybrid route should also be

ack

## 9. What is your second-preferred alignment? \*

- Option A - Blue Line
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**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

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



**ATTACHMENT NO.3 – Draft Order**

**COMMISSIONERS’ COURT OF ELLIS COUNTY**

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

**AMENDMENT TO THE 2019 ELLIS COUNTY MASTER THOROUGHFARE PLAN UPDATE  
FM 1387 FROM LONGBRANCH RD TO IH-35 AND OTHER RELATED AMENDMENTS WITHIN THE  
VICINITY OF THIS CORRIDOR**

On this the 22<sup>nd</sup> day of September 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  
AMENDING MINUTE NO. 445.19, AS AMENDED, AN AMENDMENT TO  
THE 2019 ELLIS COUNTY MASTER THOROUGHFARE PLAN UPDATE OF FM  
1387 FROM LONGBRANCH RD TO IH-35 AND OTHER RELATED  
AMENDMENTS WITHIN THE VICINITY OF THIS CORRIDOR; PROVIDING A  
REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND  
PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Texas State Legislature officially established Ellis County on December 20, 1849, under a bill sponsored by General Edward H. Tarrant; and,

**WHEREAS**, Chapter 232.102 of the Texas Government Code grants the County the power to adopt a thoroughfare plan to dedicate right-of-way after notification in a newspaper of general circulation in the County; and,

**WHEREAS**, the County placed notifications of the public hearing on September 5, 2020, and, in the Waxahachie Daily Light to satisfy the notification requirement; and,



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

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

**WHEREAS**, desires to ensure that the community develops in a manner which reflects the objectives and values of the community's citizenry, property owners, and decision-makers; and

**WHEREAS**, the County desires to update the 2019 Ellis County Master Thoroughfare Plan Update to address future transportation and mobility needs due to expected population and employment growth over the next 25-30 years throughout the County; and

**WHEREAS**, the County held a workshop to discuss these proposed amendments on September 15, 2020, to discuss these amendments; and,

**WHEREAS**, in compliance with the laws of the State of Texas, the County has given all the required notices, received public input from all interested persons regarding the amendment to the 2019 Ellis County Master Thoroughfare Plan described herein, the Commissioners' Court deems it is in the best interest of all its citizens to amend the 2019 Ellis County Master Thoroughfare Plan with this set of amendments and in the exercise of its legislative discretion, have concluded that this proposal should be approved;

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

**SECTION 1.** That the amendments to the 2019 Ellis County Master Thoroughfare Plan, attached hereto as Exhibit "A," is adopted as the official policy of the County to use to ensure right-of-way dedication for current or future roads upon subdivision of property and as a planning document to help determine the approximate location of future roads in the County's road network. Below is a list of amendments within this proposed update with the remaining in full force and effect:

- **FM 1387 extension**
  - Officially support the southern alignment, as shown by Tx-DOT in their official plans dated around September 15, 2020.
  - Extend FM 1387 east of Longbranch though near the Peterson, Petter, King, and A1 tracts, passing Black Champ Road and dipping slightly through the southwest corner of the Marks tract connecting to the ROW dedication already secured from Little Creek Farm, Cross Creek (Phase VII), Legacy Estates, and Cimarron Meadows (Unit III) to the FM 664 alignment as officially proposed by Tx-DOT;
  - Following **Option A** on the attached map through the Chapman and Gilmore tracts, through property addressed as 660 or 670 S. Westmoreland Rd and shifting slightly north to a structure addressed as 2663 Patrick Rd;
  - Upon reaching Patrick Road, following **Option D** on the attached map through the Foscom and Pitts tracts tying into the north segment of W Strerrett Rd. and tying into IH-35 and W. Sterrett Rd.



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

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- **Black Champ Road (near FM 1387)**  
Amend the County's Thoroughfare Plan to show Midlothian's Thoroughfare Plan alignment as a minor collector (60-foot ROW). No classification or width change is needed.
- **FM 664**  
Amend this road to match Tx-DOT's official alignment.
- **Bob White/Hayes**  
Amend the ROW width of this road segment from 100 feet to 90 feet.
- **Patrick Road to FM 1387**  
Amend the County's Thoroughfare Plan to match the City of Waxahachie's Thoroughfare Plan of Patrick Road as an 80-foot ROW up to the eastern extension of FM 1387.
- **Springbranch/Little Branch Rd**  
Amend the County's Thoroughfare Plan to match Waxahachie's Thoroughfare Plan as an 80-foot ROW for Springbranch and Little Branch, but along the existing roads, and not as shown on the Waxahachie Plan (maybe map projection error?)

**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 and after the date of its passage on September 22, 2020, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 22<sup>ND</sup> DAY OF SEPTEMBER 2020.**

---

Todd Little, County Judge



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

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Commissioner Randy Stinson, Precinct No. 1

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Commissioner Lane Grayson, Precinct No. 2

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Commissioner Paul Perry, Precinct No. 3

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Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

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Krystal Valdez, County Clerk



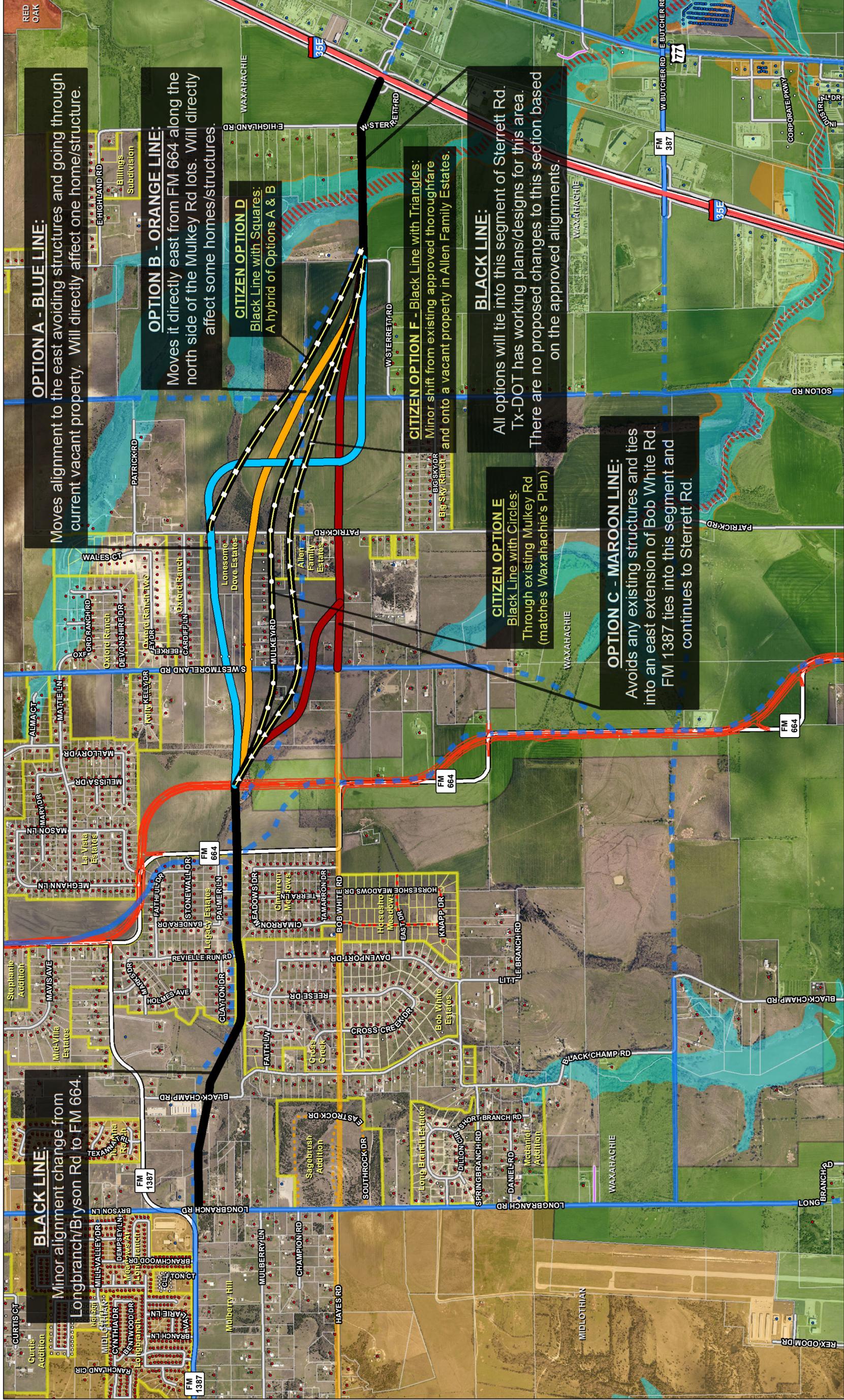
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**EXHIBIT A –**  
**2019 ELLIS COUNTY MASTER THOROUGHFARE PLAN UPDATE**



**OPTION A - BLUE LINE:**  
 Moves alignment to the east avoiding structures and going through current vacant property. Will directly affect one home/structure.

**OPTION B - ORANGE LINE:**  
 Moves it directly east from FM 664 along the north side of the Mulkey Rd lots. Will directly affect some homes/structures.

**CITIZEN OPTION D**  
 Black Line with Squares:  
 A hybrid of Options A & B

**CITIZEN OPTION F - Black Line with Triangles:**  
 Minor shift from existing approved thoroughfare and onto a vacant property in Allen Family Estates.

**BLACK LINE:**  
 All options will tie into this segment of Sterrett Rd. Tx-DOT has working plans/designs for this area. There are no proposed changes to this section based on the approved alignments.

**CITIZEN OPTION E**  
 Black Line with Circles:  
 Through existing Mulkey Rd (Matches Waxahachie's Plan)

**OPTION C - MAROON LINE:**  
 Avoids any existing structures and ties into an east extension of Bob White Rd. FM 1387 ties into this segment and continues to Sterrett Rd.

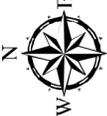
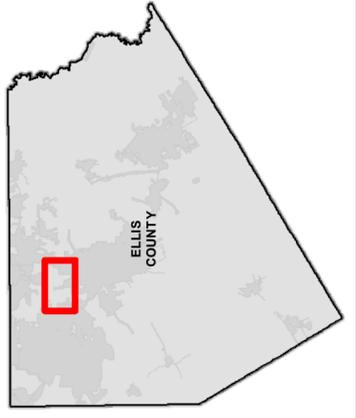
**BLACK LINE:**  
 Minor alignment change from Longbranch/Bryson Rd to FM 664.



**FM 1387 Options  
 Ellis County, Texas**

**If the Court takes no action, then there is no change, and the existing thoroughfare alignment remains.**

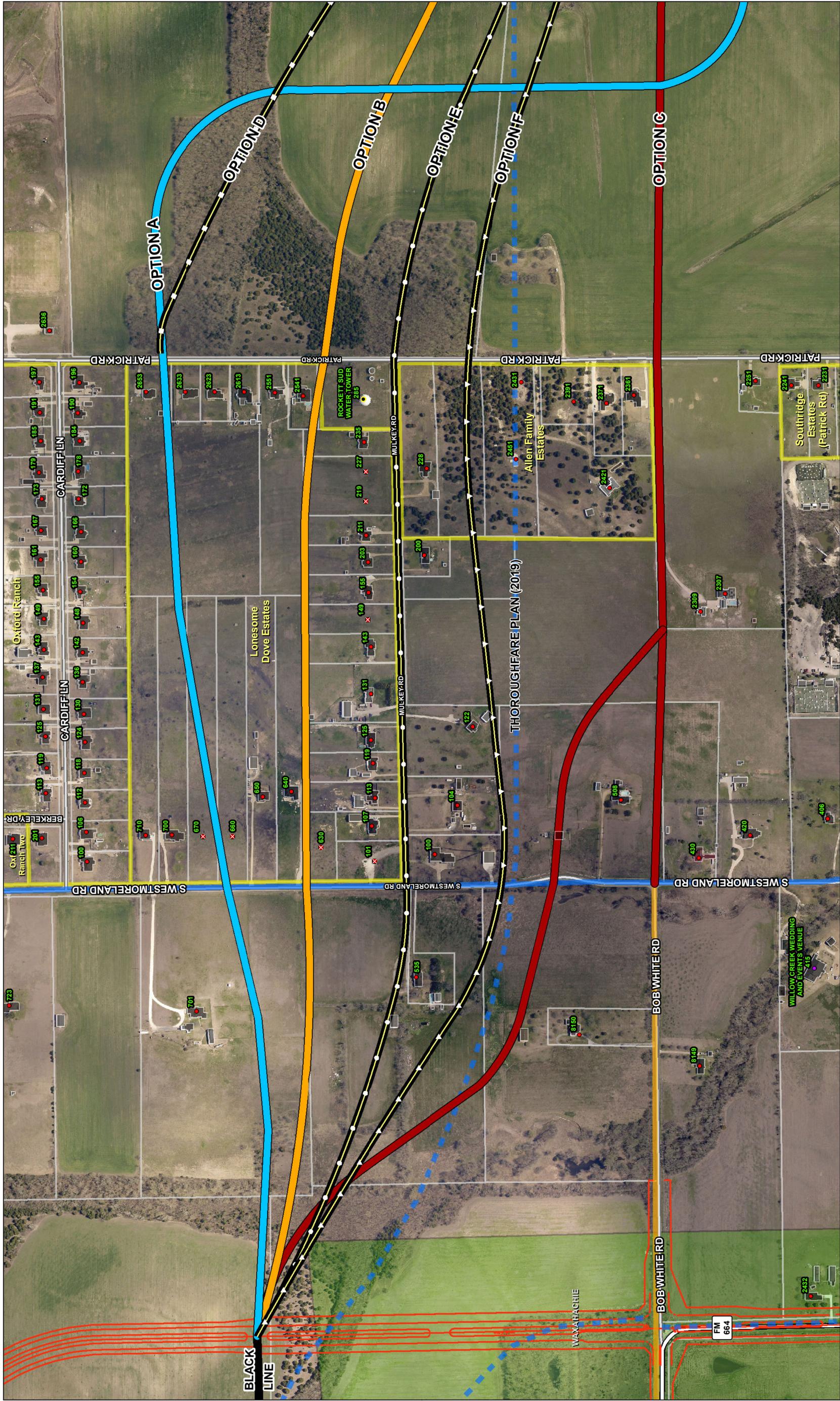
Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Ellis County has produced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



<b>FM 1387 Options</b>	<b>Thoroughfare Roads (2019)</b>	<b>Roads</b>	<b>911 Address Locations</b>
Black Line	Freeway, Existing	Major	Residential
Option A	Principal Arterial, Existing	Minor	Non-Residential
Option B	Principal Arterial, New or Upgraded	Private	Vacant Lot
Option C	Minor Arterial, Existing	Under Construction (Names May Change)	
Citizen Option D	City Limits	Planned (Names May Change)	
Citizen Option E	Midlothian	Parcels	
Citizen Option F	Red Oak	Neighborhoods	
FM 664	Waxahachie		
Final Alignment			

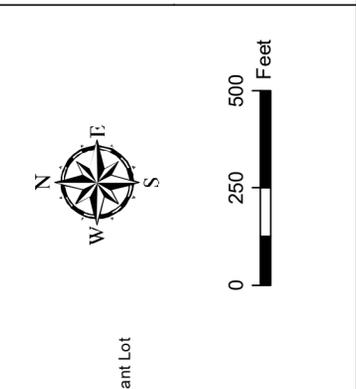
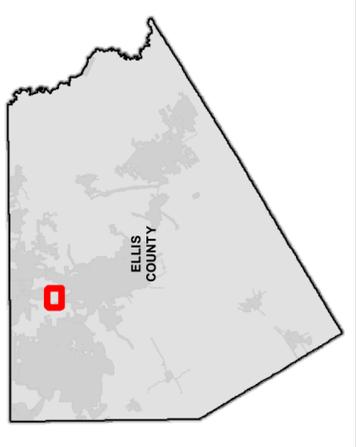
<b>Flood Hazard Zones</b>
1% Annual Chance Flood Hazard
Regulatory Floodway
Special Floodway
Area of Undetermined Flood Hazard
0.2% Annual Chance Flood Hazard



**FM 1387 Options  
Ellis County, Texas**

**If the Court takes no action,  
then there is no change, and the  
existing thoroughfare alignment remains.**

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- |                        |                                     |                      |                              |
|------------------------|-------------------------------------|----------------------|------------------------------|
| <b>FM 1387 Options</b> | <b>FM 664</b>                       | <b>Neighborhoods</b> | <b>911 Address Locations</b> |
| Black Line             | Final Alignment                     | City Limits          | Landmark                     |
| Option A               | Thoroughfare Roads (2019)           | Waxahachie           | Residential                  |
| Option B               | Principal Arterial, Existing        | Parcels              | Residential, Vacant Lot      |
| Option C               | Principal Arterial, New or Upgraded | Structures (Q1 2020) | Utilities                    |
| Citizen Option D       | Minor Arterial, Existing            |                      |                              |
| Citizen Option E       | Major                               |                      |                              |
| Citizen Option F       | Minor                               |                      |                              |

2.3

**Ellis County  
Premium Summary**

<b>Trident - TX Association of Political Subdivisions</b>		
<b>Hibbs-Hallmark &amp; Company</b>		
<b>10-1-2020 / 10-1-2021</b>		
Property	<b>\$107,284</b>	\$114,238,690 \$5,000 Deduct \$10,000 Wind/Hail Ded (Value incr \$3,327,342)
General Liability	<b>\$13,828</b>	100/300/100
Deductible		\$0
Empl Benefits	<b>Included</b>	Limit \$300,000 ; Deduct \$1,000
Auto Liability	<b>\$63,506</b>	100/300/100
Deductible		\$2,500
# units		370 (as of 9/15/20) (incr of 3 units)
Auto Phys Dmg	<b>\$43,221</b>	<b>\$7,879,011</b>
Deductible		\$2,500 (Incr of \$2,133,607)
Inland Marine	<b>\$9,765</b>	Scheduled Equipment
Deductible		\$1,000
Total Value \$		<b>\$11,108,715</b> (Incr of \$1,083,001)
Law Enforcement	<b>\$138,365</b>	1,000,000/2,000,000
Deductible		\$10,000
Occurrence Form		
Public Officials	<b>\$37,701</b>	1,000,000/3,000,000
Deductible		\$10,000
Employment Practices Liability	<b>Incl</b>	1,000,000/2,000,000
Deductible		\$15,000 *change
Excess Liability	<b>\$22,009</b>	\$1,000,000 agg each Law, P Officials, EPLI
Crime & Cyber Coverage	<b>\$13,735</b>	See Proposal page
Package		Crime Deduct \$5,000; Cyber \$10,000
Total	<b>\$449,414</b>	
OPTION:	<b>-\$11,318</b>	Property Wind/Hail Deduct \$50,000



## Client Authorization to Bind Coverage

TO: Hibbs-Hallmark & Company

RE: Ellis County

Dear Lori:

After careful review of your insurance proposal dated October 1, 2020, we have decided to accept your proposal as presented.

**As presented, same deductibles as expiring.**

**I understand additions/deletions to vehicles, equipment and property prior to inception will change premium.**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

**OR**

After careful review of your insurance proposal dated October 1, 2020 we have decided to accept your proposal with the following changes:

**Please list changes:**

Please have a binder issued and your invoice prepared for the agreed upon coverage at your earliest convenience.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date



**Flood Insurance Acknowledgement Form**

Standard property policies—including, but not limited to, homeowners policies, dwelling policies, and commercial property insurance policies—exclude coverage for flooding events. As your insurance agency, we strongly recommend that you purchase flood insurance and excess flood coverage if values exceed the maximum coverage available on the primary policy. It is possible that coverage as recommended below may not be available from the carriers we represent.

I hereby acknowledge the rejection or unavailability of flood and excess flood coverage as indicated below. It will be conclusively presumed this rejection and/or acknowledgement of unavailability will apply to all future renewals, continuations, changes or replacements thereof, unless I notify you otherwise in writing.

<u>Type of Coverage</u>	<u>Reject</u>	<u>Unavailable</u>
Building Coverage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Contents/Personal Property	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Ellis County  
 \_\_\_\_\_  
 Named Insured

101 W. Main,	Waxahachie,	TX	75165
Address of Property	City	State	

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

(Please sign and return this form to Hibbs-Hallmark & Company)

***If you would like to have this coverage quoted at any time, please contact our office so that we may check on availability and pricing for you.***

## Statement of Values: Ellis County, Texas

Effective Dates: 10/01/2020 - 10/01/2021

08/20/2020

<u>Loc #</u>	<u>Bldg #</u>	<u>Building</u>	<u>Contents</u>	<u>Valuation</u>	<u>Const</u>	<u>Location</u>	<u>Address</u>	<u>City/Town</u>	<u>SI</u>	<u>Zip</u>	<u>Area</u>	<u>Year</u>	<u>Sprkl</u>
1	1	\$44,290,000	\$2,567,378	RC	Non-Combustible	Sheriff/Jail	300 S Jackson	Waxahachie	TX	75165	166,042	1990	N
1	2	\$181,944	\$0	RC	Joisted Masonry	Mechanical Screen Wall	300 S Jackson	Waxahachie	TX	75165	0	0	N
2	1	\$637,070	\$172,396	RC	Non-Combustible	Offices; EXT, JP	701 S 135	Waxahachie	TX	75165	7,572	1993	N
2	2	\$14,322	\$0	RC	Non-Combustible	Communications Tower, Flag Pole	701 S 135	Waxahachie	TX	75165	0	0	N
3	1	\$22,722,335	\$870,999	RC	Non-Combustible	Courthouse	101 W Main	Waxahachie	TX	75165	26,459	1897	N
3	2	\$242,734	\$0	RC	Non-Combustible	Property in the open	101 W Main	Waxahachie	TX	75165	0	0	N
4	1	\$290,262	\$87,524	RC	Non-Combustible	Road/Bridge Prec #4	1011 Eastgate	Midlothian	TX	76065	4,800	1980	N
4	2	\$165,394	\$0	RC	Non-Combustible	10,000 Gallon Tanks and 1,000 Tanks	1011 Eastgate	Midlothian	TX	76065	0	0	N
4	3	\$124,019	\$0	RC	Non-Combustible	Equipment Shed	1011 Eastgate	Midlothian	TX	76065	8,680	1980	N
4	4	\$10,397	\$0	RC	Non-Combustible	4000 Gallon Storage Dura Tank	1011 Eastgate	Midlothian	TX	76065	0	0	N
4	5	\$72,894	\$0	RC	Non-Combustible	Emulsion Tank (100098)	1011 Eastgate	Midlothian	TX	76065	0	0	N
5	1	\$0	\$54,106	RC	Non-Combustible	JP/Constable Prec #4 (Leased Bldg)	1150 N. Hwy 67	Midlothian	TX	76065	0	1980	N
6	1	\$346,278	\$71,611	RC	Frame	Sheriff Office - Greyhouse	133 Hoyt Rd	Maypearl	TX	76064	3,557	1992	N
6	2	\$109,273	\$45,088	RC	Non-Combustible	Maintenance Garage	133 Hoyt Rd	Maypearl	TX	76064	2,700	2002	N
7	1	\$335,032	\$58,350	RC	Non-Combustible	Road/Bridge Prec #3	203 MLK	Maypearl	TX	76064	4,725	1955	N
7	2	\$58,562	\$0	RC	Non-Combustible	1,000 Gallon Emulsion Tanks and 3 Fuel storage tanks	203 MLK	Maypearl	TX	76064	0	0	N
8	1	\$125,186	\$31,827	RC	Non-Combustible	Road/Bridge Prec #3	933 S College	Italy	TX	76651	2,400	1970	N
8	2	\$83,705	\$0	RC	Non-Combustible	4,000 Gallon Emulsion Tank	933 S College	Italy	TX	76651	0	0	N
8	3	\$10,397	\$0	RC	Non-Combustible	4000 Gallon Asphalt Tank (40058)	933 S College	Italy	TX	76651	0	0	N
8	4	\$15,383	\$0	RC	Non-Combustible	4000 Gallon Emulsion Tank	933 S College	Italy	TX	76651	0	0	N

<u>Loc #</u>	<u>Bldg #</u>	<u>Building</u>	<u>Contents</u>	<u>Valuation</u>	<u>Const</u>	<u>Location</u>	<u>Address</u>	<u>City/Town</u>	<u>SI</u>	<u>Zip</u>	<u>Area</u>	<u>Year Sprkl</u>
8	5	\$61,214	\$18,566	RC	Non-Combustible	Equipment Shed PCT #3	933 S College	Italy	TX 76651	4,000	1970	N
9	1	\$131,233	\$61,002	RC	Non-Combustible	Road/Bridge Prec #2	1400 Oak Grove	Ennis	TX 75119	3,120	1980	N
9	2	\$105,029	\$0	RC	Non-Combustible	4,000 Gallon Emulsion Tank and 2,000 Gallon Fuel Tank	1400 Oak Grove	Ennis	TX 75119	0	0	N
9	3	\$19,945	\$33,949	RC	Non-Combustible	Equipment Shed Prec #2	1400 Oak Grove	Ennis	TX 75119	825	1968	N
9	4	\$77,234	\$7,957	RC	Non-Combustible	Equipment Storage Shed	1400 Oak Grove	Ennis	TX 75119	5,400	1968	N
10	1	\$161,681	\$53,045	RC	Non-Combustible	Road/Bridge Prec #1	600 N Business 45	Palmer	TX 75152	2,846	1968	N
10	2	\$187,673	\$0	RC	Non-Combustible	Emulsion Tanks and Fuel Tanks	600 N Business 45	Palmer	TX 75152	0	0	N
11	1	\$80,310	\$0	RC	Frame	North Equipment Shed	601 N Business 45	Palmer	TX 75152	6,000	1968	N
12	1	\$42,542	\$23,870	RC	Frame	South Equipment Shed	602 N Business 45	Palmer	TX 75152	3,240	1968	N
13	1	\$64,184	\$0	RC	Frame	Mobile Equipment Storage	603 N Business 45	Palmer	TX 75152	4,200	2007	N
14	1	\$4,350	\$29,175	RC	Non-Combustible	Repeater Hut	102 D E Crossmain	Milford	TX 76670	55	2005	N
15	1	\$4,350	\$26,523	RC	Non-Combustible	Repeater Hut	200 E. MLK Blvd.	Maypearl	TX 76064	55	2005	N
16	1	\$4,350	\$29,175	RC	Non-Combustible	Repeater Hut	5265 FM 660	Bristol	TX 75152	55	2005	N
17	1	\$932,425	\$254,616	RC	Non-Combustible	Adult Probation	202 Cliff St.	Waxahachie	TX 75165	9,500	2010	N
18	1	\$0	\$53,045	RC	Non-Combustible	Tax Office	330 N 8th St.	Midlothian	TX 76065	0	1980	N
19	1	\$0	\$13,261	RC	Non-Combustible	Tax Office	101 Live Oak	Red Oak	TX 75154	0	1963	N
20	1	\$1,357,846	\$133,143	RC	Non-Combustible	Sub-Courthouse	207 E. Sonoma	Ennis	TX 75119	9,588	2010	N
20	2	\$21,430	\$0	RC	Non-Combustible	Fencing and Planters, Flagpoles, Exterior Lighting	207 E. Sonoma	Ennis	TX 75119	0	0	N
21	1	\$27,475,250	\$3,333,878	RC	Non-Combustible	Courts Building	109 S. Jackson	Waxahachie	TX 75165	103,876	2010	N
21	2	\$134,628	\$0	RC	Non-Combustible	Property in the open	109 S. Jackson	Waxahachie	TX 75165	0	0	N
22	1	\$617,656	\$343,732	RC	Non-Combustible	Sheriff Training Building	2722 FM 878	Waxahachie	TX 75165	7,200	2011	N

<u>Loc #</u>	<u>Bldg #</u>	<u>Building</u>	<u>Contents</u>	<u>Valuation</u>	<u>Const</u>	<u>Location</u>	<u>Address</u>	<u>City/Town</u>	<u>ST</u>	<u>Zip</u>	<u>Area</u>	<u>Year</u>	<u>Sprkl</u>
22	2	\$106,090	\$0	RC	Combustible	Barbed wire fence, Communications Tower, Water Storage Tank,	2722 FM 878	Waxahachie	TX	75165	0	0	N
22	3	\$1,399,539	\$161,787	RC	Non-Combustible	Juvenile Facility	2722 FM 878	Waxahachie	TX	75165	12,000	2011	N
22	4	\$62,699	\$63,654	RC	Frame	Pump House	2722 FM 878	Waxahachie	TX	75165	490	2011	N
22	5	\$882,351	\$37,132	RC	Non-Combustible	Records Storage	2722 FM 878	Waxahachie	TX	75165	13,985	2015	N
23	1	\$573,416	\$106,090	RC	Non-Combustible	Radio Tower/Repeaters	2274 FM 878	Waxahachie	TX	75165	210	2014	N
23	2	\$23,446	\$0	RC	Non-Combustible	Chain link fence, and fencing around guyed supports	2274 FM 878	Waxahachie	TX	75165	0	0	N
24	1	\$0	\$106,090	RC	Non-Combustible	Sheriff Storage (Leased)	110 Industrial	Waxahachie	TX	75165	0	2012	N
25	1	\$706,135	\$42,436	RC	Frame	Elections Bldg	204 E Jefferson	Waxahachie	TX	75165	4,606	2016	N
26	1	\$150,860	\$26,523	RC	Non-Combustible	Ennis Tower	1357 FM 85	Ennis	TX	75119	96	2003	N
26	2	\$2,228	\$0	RC	Non-Combustible	Chain Link Fence	1357 FM 85	Ennis	TX	75119	0	0	N
27	1	\$0	\$42,436	RC	Joisted Masonry	Ovilla Repeater	500 Water St	Ovilla	TX	75154	0	2000	N
28	1	\$0	\$53,045	RC	Non-Combustible	Justice of the Peace Pct 4	301 N. 8th St	Midlothian	TX	76065	13,500	1969	N
											<b>Total:</b>	<b>\$114,238,690</b>	

Insured Signature \_\_\_\_\_

Date \_\_\_\_\_



May 12, 2020

Texas Association of Political Subdivisions  
c/o Ellis County  
109 South Jackson  
Waxahachie, TX 75165

Hibbs-Hallmark & Company  
Lori Nelson  
P.O. Box 8357  
Tyler, TX 75711  
lori.nelson@hibbshallmark.com

**Re: TPA Agreement, dated as of June 1, 2000, by and between the Texas Association of Political Subdivisions and Trident Insurance Services, LLC (the TPA Agreement)**;

**Texas Association of Political Subdivisions Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code Concerning Pooling of Certain Self Insured Risks and Procurement of Reinsurance for such Pooled Risks, dated as of May 11, 2000, by and between Gray County, Texas and Lipscomb, Texas (the Interlocal Agreement); and**

**Texas Association of Political Subdivisions Reinsurance Program, dated as of June 21, 2000, by and between Argonaut Great Central Insurance Company and the Texas Association of Political Subdivisions Interlocal Agreement Self Insurance League (the Reinsurance Agreement) and, together with the TPA Agreement and the Interlocal Agreement, the Agreements).**

Dear Ellis County Representative,

We are writing to inform you that Argo Group US, Inc. ("Argo") has entered into a Transaction Agreement with Paragon Insurance Holdings, LLC ("Paragon"), pursuant to which, among other things, Trident Insurance Services, LLC ("Trident") transferred to Paragon substantially all of Trident's business. Pursuant to the Transaction Agreement, it is contemplated that Trident will assign and transfer its rights, title and interest in and to, and obligations under, the TPA Agreement to Paragon (the "Transaction"). The Transaction closed on April 30, 2020.

We are writing this letter to request, effective as of the closing of the Transaction, your consent to such assignment and assumption of the TPA Agreement and your agreement and acknowledgment that each of the Agreements is in full force and effect as of the date of this letter and will remain in full force and effect. By countersigning below, you hereby (i) consent to the assignment of the TPA Agreement to Paragon as of the closing of the Transaction and

agree that each of the Agreements will remain in full force and effect in accordance with its terms following the closing of the Transaction; (ii) waive any notice period for obtaining your consent that may be required by the TPA Agreement; (iii) agree and acknowledge that, notwithstanding anything to the contrary contained in the Agreements, following the assignment of the TPA Agreement by Trident to Paragon, Argo or one of its affiliates will provide claims management services to Paragon in respect of the insurance arrangements contemplated by the Agreements; (iv) agree and acknowledge that, notwithstanding anything to the contrary contained in the Interlocal Agreement, any functions currently assigned to Trident thereunder, including any such functions set forth in Section 6.04 and 6.07 thereof, shall be delegated to Paragon (excluding any claims management services to be provided by Argo or one of its affiliates pursuant to the foregoing clause (iii)); (v) agree and acknowledge that, notwithstanding anything to the contrary contained in the Reinsurance Agreement, any functions currently assigned to Trident thereunder, including any such functions set forth in Article 2 thereof, shall be delegated to Paragon (excluding claims management services to be provided by Argo or one of its affiliates pursuant to the foregoing clause (iii)); and (vi) waive any right that may otherwise arise under the Agreements as a result of the Transaction.

Please promptly indicate your consent and agreement to the foregoing by countersigning below and emailing a countersigned copy of this letter as soon as possible, but no later than June 19, 2020, to the attention of Craig Comeaux at Argo Group US, Inc. ([ccomeaux@argogroupus.com](mailto:ccomeaux@argogroupus.com)) and Ronald Mairano at Paragon Insurance Holdings, LLC ([rmairano@paragoninsgroup.com](mailto:rmairano@paragoninsgroup.com)), with a copy to Matthew Budd at Paul, Weiss, Rifkind, Wharton & Garrison LLP ([mbudd@paulweiss.com](mailto:mbudd@paulweiss.com)).

*[Remainder of page intentionally left blank]*

Sincerely,

A handwritten signature in black ink that reads "Austin King". The signature is written in a cursive style with a large, stylized initial "A".

Austin King, JD MCM  
Sr. Regulatory Counsel  
Argo Group US, Inc.

CONSENTED TO AND AGREED:

**ELLIS COUNTY**

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

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

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

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

ACKNOWLEDGED AND AGREED:

PARAGON INSURANCE HOLDINGS, LLC

By: RCM

Name: Ron Mairano

Title: President

Date: 5/12/2020

## Commercial rate hikes near double digits in Q2: Willis

Posted On: Sep. 8, 2020 2:07 PM CST

**Claire Wilkinson**

U.S. commercial insurance rate increases were close to double digits in the second quarter with excess/umbrella and directors and officers liability seeing the biggest spike, according to Willis Towers Watson PLC's commercial lines insurance pricing survey released Monday.

The aggregate increase for all lines reported by insurers was just under 10%, up from 3% in the prior-year second quarter, the survey found.

Specialty lines increases were well into the double digits, driven by D&O and medical professional liability lines, Willis Towers Watson said.

By line of business, excess/umbrella and D&O liability lines saw a 20% rate increase for the second consecutive quarter.

Rate increases for commercial auto were near or above double digits and property rate increases were well into the double digits, Willis Towers Watson said.

Only workers compensation saw rate decreases, though they continue to slowly lessen in magnitude, the survey found.

Increases also varied by size, with large accounts seeing increases well above double digits, mid-market accounts at double digit, and small commercial rising by mid-single digits, Willis Towers Watson said.

"The combination of social inflation, civil unrest, the economy and uncertainty around COVID-19 has created an increasingly cautious industry," Jeffrey Carlson, director, of the insurance consulting and technology division at Willis Towers Watson.

*More insurance and risk management news on the coronavirus crisis [here](#).*



## Ellis County Premium Summary

Trident - TX Association of Political Subdivisions Hibbs-Hallmark & Company 10-1-2019/ 10-1-2020			Trident - TX Association of Political Subdivisions Hibbs-Hallmark & Company 10-1-2020 / 10-1-2021		
Property	<b>\$96,204</b>	\$110,911,348 \$5,000 Deduct \$10,000 Wind/Hail Ded (Value incr \$4,330,276)	Property	<b>\$107,284</b>	\$114,238,690 \$5,000 Deduct \$10,000 Wind/Hail Ded (Value incr \$3,327,342)
General Liability Deductible	<b>\$12,898</b>	100/300/100 \$0	General Liability Deductible	<b>\$13,828</b>	100/300/100 \$0
Empl Benefits	<b>Included</b>	Limit \$300,000 ; Deduct \$1,000	Empl Benefits	<b>Included</b>	Limit \$300,000 ; Deduct \$1,000
Auto Liability Deductible # units	<b>\$63,254</b>	100/300/100 \$2,500 367 (as of 9/1/19) (incr of 16 units)	Auto Liability Deductible # units	<b>\$63,506</b>	100/300/100 \$2,500 370 (as of 9/15/20) (incr of 3 units)
Auto Phys Dmg Deductible	<b>\$31,519</b>	<b>\$5,745,404</b> \$2,500 (Incr of \$1,252,339)	Auto Phys Dmg Deductible	<b>\$43,221</b>	<b>\$7,879,011</b> \$2,500 (Incr of \$2,133,607)
Inland Marine Deductible Total Value \$	<b>\$8,685</b>	Scheduled Equipment \$1,000 <b>\$10,025,714</b> (Incr of \$2,041,804)	Inland Marine Deductible Total Value \$	<b>\$9,765</b>	Scheduled Equipment \$1,000 <b>\$11,108,715</b> (Incr of \$1,083,001)
Law Enforcement Deductible Occurrence Form	<b>\$113,005</b>	1,000,000/2,000,000 \$10,000	Law Enforcement Deductible Occurrence Form	<b>\$138,365</b>	1,000,000/2,000,000 \$10,000
Public Officials Deductible	<b>\$24,521</b>	1,000,000/3,000,000 \$10,000	Public Officials Deductible	<b>\$37,701</b>	1,000,000/3,000,000 \$10,000
Employment Practices Liability Deductible	<b>Incl</b>	1,000,000/2,000,000 \$15,000 *change	Employment Practices Liability Deductible	<b>Incl</b>	1,000,000/2,000,000 \$15,000
Excess Liability	<b>\$17,191</b>	\$1,000,000 agg each Law, P Officials, EPLI	Excess Liability	<b>\$22,009</b>	\$1,000,000 agg each Law, P Officials, EPLI
Crime & Cyber Coverage Package	<b>\$11,000</b>	See Proposal page Crime Deduct \$5,000 Cyber Deduct \$10,000	Crime & Cyber Coverage Package	<b>\$13,735</b>	See Proposal page Crime Deduct \$5,000; Cyber \$10,000
<b>Total</b>	<b>\$378,277</b>		<b>Total</b>	<b>\$449,414</b>	
			OPTION:	<b>-\$11,318</b>	Property Wind/Hail Deduct \$50,000



4901 Statesman Drive, Irving, TX 75063-2412 972-241-9966 Fax 405-946-9991

PROPOSAL NO.	TH37413
DATE	08/25/20
PAGE	1 of 4
CUSTOMER NO.	ECTXWAX

# SALES QUOTE

## BILL TO

Ellis County  
 101 West Main Street  
 Suite 304  
 Waxahachie, TX 75165  
 Attn: Richard Denniston

## SHIP TO

Ellis County  
 101 West Main Street  
 Suite 304  
 Waxahachie, TX 75165  
 Attn: Richard Denniston

SALES REP	LOCATION	DIVISION	DATE NEEDED	TAX CODE	TYPE	CLASS	INV TIME	SHIP CPL	PRINTED ON
HENDT	3	3	08/25/20	TXGOV	QJ	J		no	09/14/20 4:55 PM
SHIP VIA	FREIGHT	TERMS	PURCHASE ORDER #				CUSTOMER PHONE #		
CUST		NET 10					972-825-5118		

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	PRICE	EXTENDED PRICE
<b>VIDEO &amp; CONTROL EQUIPMENT</b>					
8.00	EXTR.60-1421-53	AV,HDMI,WALL,LONG DIST DTP,RX	EA	420.00	3,360.00
4.00	EXTR.60-1331-13	VIDE,HDMI TWSTD PAIR EXT.RX	EA	336.00	1,344.00
3.00	EXTR.60-1531-52	RECE.DTP R HWP 4K331D BLACK	EA	480.00	1,440.00
1.00	EXTR.60-1271-13	RECE,HDMI TWISTED PAIR RX	EA	288.00	288.00
1.00	EXTR.60-1381-01	SWIT,DTP CROSSPOINT 108 4K	EA	9,612.00	9,612.00
1.00	EXTR.60-1417-01	VIDE,PROCESSOR	EA	1,074.00	1,074.00
3.00	EXTR.70-1097-03	PLATE, ARCHITECTUAL. BLANK,BLK	EA	138.00	414.00
2.00	EXTR.60-1565-02	10" TABLETOP TOUCHPANEL BLACK	EA	1,674.00	3,348.00
4.00	EXTR.70-1053-03	PANE,DECOR,SH RJ45 PASTHRU PLT	EA	42.00	168.00
1.00	EXTR.70-283-01	POWE,IR,EMITTER	EA	26.00	26.00
1.00	SONY.BDP-S6700	BLUE,4K,UPSCALING,WIFI,BLURAY	EA	126.00	126.00
1.00	MERS.SP-8100-E1	ACCE,POD,GEN3,4USER,1 YR WARR	EA	1,019.00	1,019.00
1.00	MERS.SP-8301-E	POWER SUPPLY SOLTICE POD GEN3	EA	20.00	20.00
1.00	SAMS.QB98R	DISP.MON,98" UHD 4K DISPLAY	EA	8,308.00	8,308.00
1.00	CHIE.PAC525F	BOX,IN WALL ENCLOSURE	EA	68.00	68.00
1.00	CHIE.MFCUB	CART, 4'-6' MFP,MOBILE CART,BL	EA	573.00	573.00
2.00	SURG.SA-82	POWE,2OUTLET,120V/8A,SURG/COND	EA	247.00	494.00
3.00	EXTR.70-1161-32	ANE,3G BLK DWP 100 DECORA MNT	EA	36.00	108.00
1.00	SAMS.QH55R	DISP.MON,55" 4K UHD LED EDGE L	EA	1,789.00	1,789.00
1.00	SAMS.LS27F354FH	27",60HZ,4MS,FLAT PANEL MNTR	EA	127.00	127.00
				<b>SECTION TOTAL:</b>	<b>33,706.00</b>
<b>AUDIO EQUIPMENT</b>					
7.00	SHUR.DC5980P	MIC,DDS PORT CONF UNIT ORATO	EA	275.00	1,925.00
7.00	SHUR.MX415RLPDF	MIC, 15" SHOCK MOUNTED GN MIC	EA	172.00	1,204.00
1.00	SHUR.DIS-CCU	MIC,CTRL UNIT,DDS5900/DCS6000	EA	905.00	905.00
1.00	BSS.BLU-100	AV,12 ANALOG MIC/LINE INPUT	EA	1,704.00	1,704.00
1.00	BSS.RACKMOUNTKI	ACCE,RACK MOUNT SHELF KIT	EA	68.00	68.00
11.00	ATLA.FAP62T	SPEA,70V,CEILING	EA	82.00	902.00
2.00	SHUR.ULXD4	MIC,DIGITAL WIRELESS RECEIVER	EA	780.00	1,560.00
2.00	SHUR.ULXD2/SM58	HANDHELD TRANSMITTER W/SM58	EA	385.00	770.00
2.00	SHUR.UA850	CABL,50' REMOTE ANTENNA OUT	EA	80.00	160.00
2.00	SHUR.UA864US	WALL/CEIL MNT ANT,470-698MHZ	EA	344.00	688.00
1.00	LIST.LT-84-01	ASSI,IR TX / RADIATOR COMBO	EA	524.00	524.00



4901 Statesman Drive, Irving, TX 75063-2412 972-241-9966 Fax 405-946-9991

PROPOSAL NO.	TH37413
DATE	08/25/20
PAGE	2 of 4
CUSTOMER NO.	ECTXWAX

# SALES QUOTE

## BILL TO

Ellis County  
 101 West Main Street  
 Suite 304  
 Waxahachie, TX 75165  
 Attn: Richard Denniston

## SHIP TO

Ellis County  
 101 West Main Street  
 Suite 304  
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 Attn: Richard Denniston

SALES REP	LOCATION	DIVISION	DATE NEEDED	TAX CODE	TYPE	CLASS	INV TIME	SHIP CPL	PRINTED ON
HENDT	3	3	08/25/20	TXGOV	QJ	J		no	09/14/20 4:55 PM
SHIP VIA	FREIGHT	TERMS	PURCHASE ORDER #				CUSTOMER PHONE #		
CUST		NET 10					972-825-5118		
QUANTITY	ITEM NUMBER	DESCRIPTION				UOM	PRICE	EXTENDED PRICE	
1.00	LIST.LR-4200-IR	RECE, INTELL DSP IR RECEIVER				EA	166.00	166.00	
1.00	LIST.LA-164	SPEA,EAR SPEAKER				EA	14.00	14.00	
1.00	SHUR.FP5981F0L7	OVERLAY 2 PACK FOR FP5921				EA	23.00	23.00	
2.00	SHUR.FP5981F0L5	OVERLAY 5 PACK FOR FP5981F				EA	71.00	142.00	
1.00	SHUR.UA221	ACCE,PASSIVE,ANT,SPLIT				EA	126.00	126.00	
2.00	SHUR.UABIAS	POWE,INLINE				EA	72.00	144.00	
2.00	SHUR.UA802	2' UHF ANT CBL BNC-BNC				EA	13.00	26.00	
							SECTION TOTAL:	11,051.00	
EQUIPMENT RACK									
1.00	MIDD.ERK4425	RACK,44 SPACE (77"),25? DEEP S				EA	699.00	699.00	
1.00	MIDD.FC-4-IEC	FAN CNTRL,STAND ALONE, 220V				EA	146.00	146.00	
1.00	MIDD.AXS-FAN	FAN,AXS,RACK,SYSTEM				EA	53.00	53.00	
1.00	MIDD.RMKB	ACCE,RACKMOUNT COMPUTER KEYBOA				EA	430.00	430.00	
3.00	MIDD.UI	RACK,1 SPACE (1 3/4")RACKSHELF				EA	36.00	108.00	
2.00	MIDD.BR1	PANE,1 SP 1 3/4" BRUSH GR PANE				EA	43.00	86.00	
19.00	MIDD.EB1	PANE,1 SPACE(1 3/4") FLANGED				EA	7.00	133.00	
1.00	MIDD.EB1FAVLOGO	PANE,1 SP,W/FAV LOGO				EA	16.00	16.00	
2.00	SURG.SX-DS-208	DEFENDER SERIES 20A 8 OUTLET				EA	149.00	298.00	
2.00	SURG.UPS1000LI2	POWE,1K LINE INTERACT UPS ASM				EA	1,124.00	2,248.00	
							SECTION TOTAL:	4,217.00	
CABLES & CABLING									
8.00	C2G.50611	CABL,12' HDMI HIGHSPEED+ETHERN				EA	12.00	96.00	
7.00	C2G.41364	CABL,FLEXIBLE HDMI CABLE 6 FT.				EA	14.00	98.00	
9.00	C2G.01102	CABL, 3FT CAT6 UTP 28AWG BLACK				EA	5.00	45.00	
6.00	C2G.01105	CABL, 6FT CAT6 UTP 28AWG BLACK				EA	6.00	36.00	
							SECTION TOTAL:	275.00	
NON CONTRACT ITEMS									
1.00	LUXU.AMS-4424P	26 PORT,GIGABIT,POE+ MANAGED				EA	1,118.00	1,118.00	
1.00	TASC.SS-R250N	DUAL SD CARD SOLID STATE RECOR				EA	910.00	910.00	
2.00	TASC.IF-DA2	DANTE AUDIO,SS-CDR250N/SS-R250				EA	408.00	816.00	
1.00	LABG.E2:2	AMP,2X100W/8OHM,US				EA	565.00	565.00	



4901 Statesman Drive, Irving, TX 75063-2412 972-241-9966 Fax 405-946-9991

PROPOSAL NO.	TH37413
DATE	08/25/20
PAGE	3 of 4
CUSTOMER NO.	ECTXWAX

# SALES QUOTE

## BILL TO

Ellis County  
 101 West Main Street  
 Suite 304  
 Waxahachie, TX 75165  
 Attn: Richard Denniston

## SHIP TO

Ellis County  
 101 West Main Street  
 Suite 304  
 Waxahachie, TX 75165  
 Attn: Richard Denniston

SALES REP	LOCATION	DIVISION	DATE NEEDED	TAX CODE	TYPE	CLASS	INV TIME	SHIP CPL	PRINTED ON
HENDT	3	3	08/25/20	TXGOV	QJ	J		no	09/14/20 4:55 PM
SHIP VIA	FREIGHT	TERMS	PURCHASE ORDER #				CUSTOMER PHONE #		
CUST		NET 10					972-825-5118		
QUANTITY	ITEM NUMBER	DESCRIPTION				UOM	PRICE	EXTENDED PRICE	
4.00	COMP.MHD18G6BLK	CABL, 6', MICROFLEX, HDMI, 18G, BLK				EA	27.00	108.00	
2,500.00	WEST.254246F-BK	WIRE, 4PR 23G SHLD CAT6 CMP				FT	0.88	2,200.00	
200.00	WEST.25291B	2, COND, 22, 7X30, BARE, SHLD, CMP				FT	0.13	26.00	
500.00	WEST.25225B	WIRE, 2C, 16G, PLENUM, GRAY				FT	0.24	120.00	
1.00	PREM.P5080F	MOUN, LP, FOR FP, UP TO 80"				EA	135.00	135.00	
							SECTION TOTAL:	5,998.00	
MISCELLANIOUS HARDWARE									
6.00	FAV.MISC10	WIREMOLD 8AT2 FLOOR BOX				EA	816.00	4,896.00	
EVOLUTION SERIES COLOR T.B.D.									
1.00	FAV.MISC1	CRIMPS, TIES & FASTENERS				EA	100.00	100.00	
1.00	FAV.MISC2	MISC. CABLES & CONNECTORS				EA	500.00	500.00	
1.00	FAV.MISC3	RACK HARDWARE				EA	400.00	400.00	
1.00	FAV.MISC4	DISPLAY HARDWARE				EA	100.00	100.00	
11.00	CADD.SLK15L2	CABL, 1.5MM, 6.6'W/HOOK, 44LB LMT				EA	10.00	110.00	
							SECTION TOTAL:	6,106.00	
INTEGRATION SERVICES									
						Labor		34,044.00	
							SECTION TOTAL:	34,044.00	
							MERCHANDISE :	61,353.00	
							LABOR :	34,044.00	
							FREIGHT :	0.00	
							SALES TAX :	0.00	
							QUOTE AMOUNT :	95,397.00	

All equipment, including labor, is priced according to Ford AV's BuyBoard contract (563-18 AV Equipment & Supplies) unless noted as an "Non-Contract Item".

Thank you for your business. [www.fordav.com](http://www.fordav.com)



4901 Statesman Drive, Irving, TX 75063-2412 972-241-9966 Fax 405-946-9991

# SALES QUOTE

PROPOSAL NO.	TH37413
DATE	08/25/20
PAGE	4 of 4
CUSTOMER NO.	ECTXWAX

## BILL TO

Ellis County  
 101 West Main Street  
 Suite 304  
 Waxahachie, TX 75165  
 Attn: Richard Denniston

## SHIP TO

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SALES REP	LOCATION	DIVISION	DATE NEEDED	TAX CODE	TYPE	CLASS	INV TIME	SHIP CPL	PRINTED ON
HENDT	3	3	08/25/20	TXGOV	QJ	J		no	09/14/20 4:55 PM
SHIP VIA	FREIGHT	TERMS	PURCHASE ORDER #				CUSTOMER PHONE #		
CUST		NET 10					972-825-5118		
QUANTITY	ITEM NUMBER	DESCRIPTION				UOM	PRICE	EXTENDED PRICE	

PROPRIETARY INFORMATION. The information contained herein is for use by the parties hereto and is not for distribution outside their respective companies. All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above this estimate. This agreement is contingent upon accidents or delays beyond our control. Owner shall carry fire and other necessary insurance. Our workers are covered by Worker's Compensation insurance. This proposal is valid for 30 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

2.5

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2886C

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 COUNTRY FORD**  
**PO BOX 72**  
**ROCKDALE, TEXAS 76567**  
**(512) 446 - 7337**

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
W1P6	1FTEW1P41LKE10804	<b>2020 FORD F150 RESPONDER 4X4 W/ Emergency equipment from CAP Fleet</b>	1	<b>\$51,316.00</b>
<b>TOTAL:</b>				<b>\$51,316.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$35,416.00</b>

mvlooe2886C- Ellis  
 County SO  
 \_\_\_\_\_  
 Lessee: Please Initial

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

No. of Years:	5	Base Lease Payment:	\$7,678.00
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$7,678.00</b>
		<b>Lease End Date:</b>	<b>September 22, 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 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.

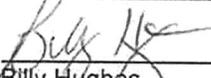
**15.) SEVERABILITY:** The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

**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: September 22, 2020

Lessor: American National Leasing Company

By:   
Billy Hughes  
Vice President of Leasing

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

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

**LESSEE'S ACCEPTANCE**

**TO VENDOR (CALDWELL COUNTRY FORD) 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: September 22, 2020

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
09/22/2020	\$16,000.00
09/22/2021	\$7,678.00
09/22/2022	\$7,678.00
09/22/2023	\$7,678.00
09/22/2024	\$7,678.00
09/22/2025	\$7,678.00

**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. 2886C 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.

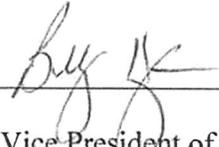
Signed this 22<sup>nd</sup> day of September, 2020.

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# 2886C**

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

**ELLIS COUNTY SO**

2020 F150 \$51,316.00  
 VIN# 1FTEW1P41LKE10804 \$0.00  
 \$0.00  
 Emergency Equipment \$0.00 CAP  
 Graphics and installation \$0.00

Acceptance Date:  
 SOURCE: (3) Year Lease

FREIGHT/HANDLING: \$0.00  
 TOTAL PURCHASE PRICE \$51,316.00  
 Doc Fee \$100.00  
 Down Payment -\$16,000.00  
**Net Capitalized Cost \$35,416.00**

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
09/22/20	0.00	0	0.00	0.00	35,416.00
09/22/21	7,678.00	365	973.94	6,704.06	28,711.94
09/22/22	7,678.00	365	789.58	6,888.42	21,823.52
09/22/23	7,678.00	365	600.15	7,077.85	14,745.67
09/22/24	7,678.00	366	406.62	7,271.38	7,474.28
09/22/25	7,678.00	365	205.54	7,472.46	1.82

Net Capitalized Cost 35,416.00 \$2,975.82  
 Interest Rate 2.7500%  
 Residual Value \$1.82  
 Rounding Adjustment (0.82)  
 Adjusted Res. Value \$1.00

2884



# CALDWELL COUNTRY FORD

P.O. Box 72  
Rockdale, TX 76567  
P: 512-446-7377 F: 512-446-2900

DEAL# 25129  
CUST# E10804F

Invoice No LKE10804

**Customer**

Name ELLIS COUNTY

Address 101 W MAIN ST SUITE 301

City WAXAHACHIE State TX Zip 75156

Date 07/27/2020

Order No. \_\_\_\_\_

Rep \_\_\_\_\_

FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
1	2020 FORD F-150 1FTEW1P41LKE10804	51316.00	51316.00
	TRADE:	N/A	N/A
	PLEASE MAIL PAYMENT TO: CALDWELL COUNTRY FORD P.O. BOX 72 ROCKDALE, TX 76567		
	TERMS: NET 30		

**Payment Details**

Cash  
 Check  
 Credit Card

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

Subtotal	51316.00
Shipping & Handling	0.00
Taxes State	N/A
<b>TOTAL</b>	<b>51316.00</b>

Office Use Only

73682\*1\*RC-FI

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY FORD

**CERTIFICATE OF ORIGIN FOR A VEHICLE**



DATE  
**MARCH 05, 2020**

INVOICE NO.  
**KE10804 2**

VEHICLE IDENTIFICATION NO.  
**1FTEW1P41LKE10804**

YEAR  
**2020**

MAKE  
**FORD**

BODY TYPE  
**145 F150 POLICE RESPONDER 4X4**

SHIPPING WEIGHT  
**4747 LBS.**

HP (SAE)      G.V.W.R.  
**31.83      7000 LBS**  
NOMINAL TONNAGE

NO. CYLS.  
**6**  
**1/2**

SERIES OR MODEL  
**W1P6**

**CERTIFIED FOR SALE IN CALIFORNIA**

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.

**P.O. NUMBER ELLIS COUNT**

**Caldwell Country Ford  
479 West Highway 79  
Rockdale TX 76567**

**52V769**

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

**MEMO DATA**

**B52110754**

FINANCE SOURCE **660055**

**FORD MOTOR COMPANY**

**BANK OF AMERICA  
4161 Piedmont Pkwy.,  
Greensboro NC  
27410**

BY

*Jonathan E. Osgood*

**JONATHAN E. OSGOOD, SECRETARY**

(AGENT)

**DEARBORN, MICHIGAN**

CITY - STATE



Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of 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:

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	<p>NAME OF PURCHASER(S) <u>Ellis County</u></p> <p>ADDRESS <u>101 W. Main St. Suite 203 301 Waxahachie TX 75151</u></p> <p>I certify to the best of my knowledge that the odometer reading is <u>11</u> No Tenth</p> <p>DEALER <u>CALDWELL COUNTRY FORD P112475</u></p> <p>State of <u>Texas</u> DEALER'S LICENSE NUMBER _____ BY <u>Kristen Zapata</u></p> <p>County of <u>Miam.</u> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this <u>21</u> day of <u>July</u>, 2020</p> <p style="text-align: right;">Notary Public</p> <p style="text-align: center;"><small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small></p>
DISTRIBUTION-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 Tenth</p> <p>DEALER _____</p> <p>State of _____ DEALER'S LICENSE NUMBER _____ BY _____</p> <p>County of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____, 2020</p> <p style="text-align: right;">Notary Public</p> <p style="text-align: center;"><small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small></p>
DISTRIBUTION-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 Tenth</p> <p>DEALER _____</p> <p>State of _____ DEALER'S LICENSE NUMBER _____ BY _____</p> <p>County of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____, 2020</p> <p style="text-align: right;">Notary Public</p> <p style="text-align: center;"><small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small></p>
DISTRIBUTION-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 Tenth</p> <p>DEALER _____</p> <p>State of _____ DEALER'S LICENSE NUMBER _____ BY _____</p> <p>County of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____, 2020</p> <p style="text-align: right;">Notary Public</p> <p style="text-align: center;"><small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small></p>
ODOMETER DISCLOSURE FOR RETAIL SALE	<p style="text-align: center;"><small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small></p> <p>Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing 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 <input checked="" type="checkbox"/> 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></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 _____, 2020</p> <p>Signature of Purchaser(s) _____</p> <p>Printed Name(s) of Purchaser(s) _____ Notary Public</p> <p>Company Name (If Applicable) _____ State of _____</p> <p>Address of Purchaser(s) _____ County of _____</p> <p style="text-align: center;"><small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small></p>
LIENHOLDER	<p>1st lien in favor of <u>American National Leasing</u></p> <p>whose address is <u>313a Midwestern Parkway Wichita Falls TX 76308</u></p> <p>2nd lien in favor of _____</p> <p>whose address is _____</p>

THIS DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS

HOLD DOCUMENT UNDER BLACKLIGHT TO VERIFY AUTHENTICITY

# Application for Texas Title and/or Registration

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration				<b>TAX OFFICE USE ONLY</b>		
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other:				County: _____		
				Doc #: _____		
				<input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____		
1. Vehicle identification Number <b>1FTEW1P41LKE10804</b>	2. Year <b>2020</b>	3. Make <b>FORD</b>	4. Body Style	5. Model <b>F-150</b>	6. Major Color <b>WHITE</b>	7. Minor Color
8. Texas License Plate No.	9. Odometer Reading (no tenths) <b>11</b>	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt		11. Empty Weight	12. Carrying Capacity (if any)	
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				14. Applicant Photo ID Number or FEIN/EIN		
15. ID Type <input checked="" type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID						
16. Applicant First Name (or Entity Name) <b>ELLIS COUNTY</b>		Middle Name	Last Name	Suffix (if any)		
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name	Suffix (if any)		
18. Applicant Mailing Address <b>101 W MAIN ST SUITE 301</b>				City <b>WAXAHACHIE</b>	State <b>TX</b>	Zip <b>75156</b>
19. Owner County of Residence						
20. Previous Owner Name (or Entity Name) <b>CALDWELL COUNTRY FORD</b>		City <b>ROCKDALE</b>	State <b>TX</b>	21. Dealer GDN (if applicable) <b>P112475</b>	22. Unit No. (if applicable)	
23. Renewal Recipient First Name (or Entity Name) (if different) <b>ELLIS COUNTY</b>		Middle Name	Last Name	Suffix (if any)		
24. Renewal Notice Mailing Address (if different)		City	State	Zip		
25. Applicant Phone Number (optional) <b>972-825-5114</b>	26. Email (optional)			27. Registration Renewal eReminder <input checked="" 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>NONE</b>		
33. First Lienholder Name (if any) <b>American National Leasing</b>		Mailing Address <b>2732 Midwestern Pkwy</b>	City <b>Wichita Falls</b>	State <b>TX</b>	Zip <b>76308</b>	
34. Check only if applicable: <input type="checkbox"/> I hold Motor Vehicle Retailer's (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:						
<input checked="" type="checkbox"/> (a) Sales Price (\$ <b>N/A</b> rebate has been deducted) \$ <b>51316.00</b> (b) Less Trade-in Amount, described in Item 35 above \$ <b>N/A</b> (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above \$ <b>N/A</b> (d) Taxable Amount (Item a minus Item b or Item c) \$ <b>51316.00</b> (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ <b>N/A</b> (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ <b>N/A</b> (g) Tax Paid to _____ (STATE) \$ <b>N/A</b> (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ <b>N/A</b>		<b>SALES AND USE TAX COMPUTATION</b> <input type="checkbox"/> \$90 New Resident Tax - (Previous State) <b>N/A</b> <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.) <b>N/A</b> <input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) <b>N/A</b> <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: <b>N/A</b> <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>Kristen Zapata</i>		Printed Name(s) (Same as Signature(s)) <b>CALDWELL COUNTRY FORD</b>			Date <b>07/27/2020</b>	
Signature of Applicant/Owner		Printed Name (Same as Signature) <b>ELLIS COUNTY</b>			Date <b>07/27/2020</b>	
Signature(s) of Additional Applicant(s)/Owner(s)		Printed Name(s) (Same as Signature(s)) <b>N/A</b>			Date	

# CALDWELL COUNTRY FORD

479 WEST HWY 79  
ROCKDALE, TX 76567  
512-446-7377

## RETAIL PURCHASE AGREEMENT

CUST#: E10804F

Purchaser's Name(s): ELLIS COUNTY

Deal Number: 25129

Address: 101 W MAIN ST SUITE 301 WAXAHACHIE, TX 75156

Date: 07/27/2020

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 FORD	MODEL F-150	COLOR WHITE	STOCK NO. E10804F			
VIN/SERIAL NO. 1FTEW1P41LKE10804		ODOMETER READING <input type="checkbox"/> Not Accurate 11		SALESPERSON AVERYT KNAPP			
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER					
<b>WARRANTY STATEMENT</b>							
<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>			<b>CASH PRICE OF VEHICLE</b>		51316.00		
			OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker		N/A		
			N/A		N/A		
			N/A		N/A		
			N/A		N/A		
			N/A		N/A		
<b>TRADE-IN VEHICLE INFORMATION</b>			<b>TOTAL SELLING PRICE</b>		51316.00		
Year: N/A	Make: N/A	Model: N/A	Color: N/A	<b>LESS: TRADE-IN ALLOWANCE</b>		N/A	
VIN/Serial No: N/A	Odometer Reading: <input type="checkbox"/> Not Accurate N/A		<b>SUBTOTAL</b>			51316.00	
Trade-In Allowance: N/A	Balance Owed & Lienholder: N/A		<b>SALES TAX</b>			N/A	
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>					<b>DEALER'S INVENTORY TAX</b>		N/A
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION					<b>DOCUMENTARY FEE *</b>		N/A
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT					<b>STATE INSPECTION FEE</b>		N/A
<p><b>Dealer's Inventory Tax:</b> 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.</p> <p><b>*Documentary Fee:</b> 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></p>					<b>DEPUTY SERVICE FEE</b>		N/A
					<b>LICENSE FEE</b>		N/A
					<b>TITLE FEE</b>		N/A
					<b>TOTAL DUE</b>		51316.00
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt					<b>AMOUNT TO BE FINANCED</b> (See Paragraphs 12 and 17)		51316.00

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 \_\_\_\_\_

*Kristen Zapata*  
Accepted by Authorized Dealership Representative

Purchaser \_\_\_\_\_

DealerCAP

CATALOG #8963471  
55777\*1\*RC-FI

© 2015 CDK Global, LLC Texas (01/16)



**Affidavit of Fact**

**The following described vehicle:**

Year: 2020 Make: FORD Model: F-150

VIN #: 1FTEW1P41LKE10804

I, KRISTEN ZAPATA state the following:

**Erasure or Alteration was made due to:**

- ( ) This is to certify that \_\_\_\_\_ & \_\_\_\_\_ is one and the same person.
- ( ) Name change due to:  marriage, or  divorce.
- ( ) Vehicle titled in error to \_\_\_\_\_, they never took possession.
- ( ) Title signed in error \_\_\_\_\_
- ( ) Purchaser's name misspelled \_\_\_\_\_
- ( ) Correct name of Seller to \_\_\_\_\_
- ( ) Correct name of Buyer to \_\_\_\_\_
- ( ) Correct address to \_\_\_\_\_ 101 W MAIN ST SUITE 301 \_\_\_\_\_
- ( ) Correct date of sale to \_\_\_\_\_
- ( ) Correct odometer to \_\_\_\_\_, reason \_\_\_\_\_
- ( ) Typographical error \_\_\_\_\_
- ( ) Other \_\_\_\_\_

**No Fraud Intended**

Signature Kristen Zapata Date 07/27/2020

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2888C

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 COUNTRY FORD  
 PO BOX 72  
 ROCKDALE, TEXAS 76567  
 (512) 446 - 7377

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
W1P6	1FTEW1P41LKE10808	<b>2020 FORD F150 RESPONDER 4X4 W/ Emergency equipment from CAP Fleet</b>	1	<b>\$51,316.00</b>
<b>TOTAL:</b>				<b>\$51,316.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$35,416.00</b>

mvlooe2888C- Ellis  
 County SO  
 \_\_\_\_\_  
 Lessee: Please Initial

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

No. of Years:	5	Base Lease Payment:	\$7,678.00
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$7,678.00</b>
		<b>Lease End Date:</b>	<b>September 22, 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

Date of Acceptance: September 22, 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 FORD) 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: September 22, 2020

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
09/22/2020	\$16,000.00
09/22/2021	\$7,678.00
09/22/2022	\$7,678.00
09/22/2023	\$7,678.00
09/22/2024	\$7,678.00
09/22/2025	\$7,678.00

## 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. 2888C 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 22<sup>nd</sup> day of September, 2020.

ELLIS COUNTY, TEXAS AS LESSEE

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

County Judge of Ellis County

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

By: Bill H \_\_\_\_\_

Vice President of Leasing

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

**Lease No: ANLC# 2888C**  
 CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

**ELLIS COUNTY SO**

Acceptance Date:  
 SOURCE: (3) Year Lease

2020 F150	\$51,316.00
VIN# 1FTEW1P41LKE10808	\$0.00
	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$51,316.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$35,416.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
09/22/20	0.00	0	0.00	0.00	35,416.00
09/22/21	7,678.00	365	973.94	6,704.06	28,711.94
09/22/22	7,678.00	365	789.58	6,888.42	21,823.52
09/22/23	7,678.00	365	600.15	7,077.85	14,745.67
09/22/24	7,678.00	366	406.62	7,271.38	7,474.28
09/22/25	7,678.00	365	205.54	7,472.46	1.82

Net Capitalized Cost	35,416.00
Interest Rate	2.7500%
<b>Residual Value</b>	<b>\$1.82</b>
Rounding Adjustment	(0.82)
<b>Adjusted Res. Value</b>	<b>\$1.00</b>

<b>\$2,975.82</b>
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2888



# CALDWELL COUNTRY FORD

P.O. Box 72  
Rockdale, TX 76567  
P: 512-446-7377 F: 512-446-2900

DEAL# 25127  
CUST# E10808F

Invoice No LKE10808

**Customer**

Name ELLIS COUNTY

Address 101 W MAIN ST SUITE 301

City WAXAHACHIE State TX Zip 75156

Date 07/27/2020

Order No. \_\_\_\_\_

Rep \_\_\_\_\_

FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
1	2020 FORD F-150 1FTEW1P49LKE10808	51316.00	51316.00
	TRADE:	N/A	N/A
	PLEASE MAIL PAYMENT TO: CALDWELL COUNTRY FORD P.O. BOX 72 ROCKDALE, TX 76567		
	TERMS: NET 30		

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_

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

Expires \_\_\_\_\_

Subtotal	51316.00
Shipping & Handling	0.00
Taxes State	N/A
<b>TOTAL</b>	<b>51316.00</b>

Office Use Only

73682\*1\*RC-FI

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY FORD

CERTIFICATE OF ORIGIN FOR A VEHICLE



DATE  
MARCH 04, 2020

INVOICE NO.  
KE10808 2

VEHICLE IDENTIFICATION NO.  
1FTEW1P49LKE10808

YEAR  
2020

MAKE  
FORD

BODY TYPE  
145 F150 POLICE RESPONDER 4X4

SHIPPING WEIGHT  
4747 LBS.

HP(SAE) 31.83  
G.V.W.R. 7000 LBS  
NOMINAL TONNAGE

NO. CYLS. 6  
1/2

SERIES OR MODEL  
W1P6

CERTIFIED FOR SALE IN CALIFORNIA

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.

P.O. NUMBER ELLIS COUNT

Caldwell Country Ford  
479 West Highway 79  
Rockdale TX 76567

52V769

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

MEMO DATA

B52099802

FINANCE SOURCE 660055

FORD MOTOR COMPANY

BANK OF AMERICA  
4161 Piedmont Pkwy.,  
Greensboro NC  
27410

BY

*Jonathan E. Osgood*  
JONATHAN E. OSGOOD, SECRETARY

(AGENT)

DEARBORN, MICHIGAN

CITY - STATE



Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and this 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:

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1

NAME OF PURCHASER(S) Ellis County  
 ADDRESS 101 W Main St. Suite 301 Waxahatchie TX 75156  
 I certify to the best of my knowledge that the odometer reading is 11 No Tenths  
 DEALER CALDWELL COUNTRY FORD P112475 BY Christina Zapata  
 State of Texas DEALER'S LICENSE NUMBER \_\_\_\_\_ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this 21 day of July 2020  
 County of Burleson Notary Public

DISTRIBUTION-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 \_\_\_\_\_  
 State of \_\_\_\_\_ DEALER'S LICENSE NUMBER \_\_\_\_\_ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ Notary Public  
 County of \_\_\_\_\_

DISTRIBUTION-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 \_\_\_\_\_  
 State of \_\_\_\_\_ DEALER'S LICENSE NUMBER \_\_\_\_\_ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ Notary Public  
 County of \_\_\_\_\_

DISTRIBUTION-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 \_\_\_\_\_  
 State of \_\_\_\_\_ DEALER'S LICENSE NUMBER \_\_\_\_\_ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ Notary Public  
 County of \_\_\_\_\_

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 providing a false statement may result in fines and/or imprisonment.  
 I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading \_\_\_\_\_ No Tenths.  The mileage stated is in excess of its mechanical limits.  The odometer reading is not the actual mileage.  
**WARNING ODOMETER DISCREPANCY**  
 Signatur(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 \_\_\_\_\_ Notary Public  
 Signature of Purchaser(s) \_\_\_\_\_  
 Printed Name(s) of Purchaser(s) \_\_\_\_\_  
 Company Name (If Applicable) \_\_\_\_\_ State of \_\_\_\_\_  
 Address of Purchaser(s) \_\_\_\_\_ County of \_\_\_\_\_

LIENHOLDER

1st lien in favor of American National Leasing  
 whose address is 2762 Midwestern Parkway Wichita Falls TX 76308  
 2nd lien in favor of \_\_\_\_\_  
 whose address is \_\_\_\_\_

THIS DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS.

HOLD DOCUMENT UNDER BLACKLIGHT TO VERIFY AUTHENTICITY.

# Application for Texas Title and/or Registration

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration				<b>TAX OFFICE USE ONLY</b>																																		
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____				County: _____																																		
				Doc #: _____																																		
				<input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____																																		
1. Vehicle Identification Number <b>1FTEW1P49LKE10808</b>	2. Year <b>2020</b>	3. Make <b>FORD</b>	4. Body Style	5. Model <b>F-150</b>	6. Major Color <b>BLUE</b>	7. Minor Color																																
8. Texas License Plate No.	9. Odometer Reading (no tenths) <b>11</b>	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt		11. Empty Weight	12. Carrying Capacity (if any)																																	
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				14. Applicant Photo ID Number or FEIN/EIN																																		
15. ID Type <input checked="" type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID																																						
16. Applicant First Name (or Entity Name) <b>ELLIS COUNTY</b>		Middle Name	Last Name	Suffix (if any)																																		
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name	Suffix (if any)																																		
18. Applicant Mailing Address <b>101 W MAIN ST SUITE 301    WAXAHACHIE    TX    75156</b>				19. Owner County of Residence																																		
20. Previous Owner Name (or Entity Name) <b>CALDWELL COUNTRY FORD    ROCKDALE    TX</b>		City	State	21. Dealer GDN (if applicable) <b>P112475</b>	22. Unit No. (if applicable)																																	
23. Renewal Recipient First Name (or Entity Name) (if different) <b>ELLIS COUNTY</b>		Middle Name	Last Name	Suffix (if any)																																		
24. Renewal Notice Mailing Address (if different)		City	State	Zip																																		
25. Applicant Phone Number (optional) <b>972-825-5114</b>		26. Email (optional)		27. Registration Renewal eReminder <input checked="" 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>NONE</b>																																
33. First Lienholder Name (if any) <b>American National Leasing</b>		Mailing Address <b>2737 Midwestern Pkwy</b>	City <b>Wichita Falls</b>	State <b>TX</b>	Zip <b>76708</b>																																	
34. 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 _____																																						
35. Trade-In (if any) <input type="checkbox"/> Yes (Complete)		Year	Make	Vehicle Identification Number	36. Additional Trade-In(s) <input type="checkbox"/> Yes																																	
37. Check only if applicable: <table style="width:100%; border: none;"> <tr> <td style="width: 30%;"><b>(a) Sales Price (\$ _____ N/A rebate has been deducted)</b></td> <td style="width: 10%;"><b>\$ 51316.00</b></td> <td style="width: 30%;"><input type="checkbox"/> \$90 New Resident Tax - (Previous State)</td> <td style="width: 30%;"><b>N/A</b></td> </tr> <tr> <td><b>(b) Less Trade-in Amount, described in Item 35 above</b></td> <td><b>\$ ( N/A )</b></td> <td><input type="checkbox"/> \$5 Even Trade Tax</td> <td></td> </tr> <tr> <td><b>(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above</b></td> <td><b>\$ ( N/A )</b></td> <td><input type="checkbox"/> \$10 Gift Tax - Use Comptroller Form 14-317</td> <td></td> </tr> <tr> <td><b>(d) Taxable Amount (Item a minus Item b or Item c)</b></td> <td><b>\$ 51316.00</b></td> <td><input type="checkbox"/> \$65 Rebuilt Salvage Fee</td> <td></td> </tr> <tr> <td><b>(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625)</b></td> <td><b>\$ N/A</b></td> <td><input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older &gt; 14,000 lbs.)</td> <td><b>N/A</b></td> </tr> <tr> <td><b>(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10%</b></td> <td><b>\$ N/A</b></td> <td><input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer &gt; 14,000 lbs.)</td> <td><b>N/A</b></td> </tr> <tr> <td><b>(g) Tax Paid to _____ (STATE)</b></td> <td><b>\$ N/A</b></td> <td colspan="2"><input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: <b>N/A</b></td> </tr> <tr> <td><b>(h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g)</b></td> <td><b>\$ N/A</b></td> <td colspan="2"><input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)</td> </tr> </table>							<b>(a) Sales Price (\$ _____ N/A rebate has been deducted)</b>	<b>\$ 51316.00</b>	<input type="checkbox"/> \$90 New Resident Tax - (Previous State)	<b>N/A</b>	<b>(b) Less Trade-in Amount, described in Item 35 above</b>	<b>\$ ( N/A )</b>	<input type="checkbox"/> \$5 Even Trade Tax		<b>(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above</b>	<b>\$ ( N/A )</b>	<input type="checkbox"/> \$10 Gift Tax - Use Comptroller Form 14-317		<b>(d) Taxable Amount (Item a minus Item b or Item c)</b>	<b>\$ 51316.00</b>	<input type="checkbox"/> \$65 Rebuilt Salvage Fee		<b>(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625)</b>	<b>\$ N/A</b>	<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.)	<b>N/A</b>	<b>(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10%</b>	<b>\$ N/A</b>	<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.)	<b>N/A</b>	<b>(g) Tax Paid to _____ (STATE)</b>	<b>\$ N/A</b>	<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: <b>N/A</b>		<b>(h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g)</b>	<b>\$ N/A</b>	<input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)	
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<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>Dustin Zapata</i>		CALDWELL COUNTRY FORD Printed Name(s) (Same as Signature(s))			07/27/2020 Date																																	
Signature of Applicant/Owner		ELLIS COUNTY Printed Name (Same as Signature)			07/27/2020 Date																																	
Signature(s) of Additional Applicant(s)/Owner(s)		N/A Printed Name(s) (Same as Signature(s))			Date																																	

# CALDWELL COUNTRY FORD

479 WEST HWY 79  
ROCKDALE, TX 76567  
512-446-7377

## RETAIL PURCHASE AGREEMENT

**CUST#: E10808F**

Purchaser's Name(s): ELLIS COUNTY

Deal Number: 25127

Address: 101 W MAIN ST SUITE 301 WAXAHACHIE, TX 75158

Date: 07/27/2020

Telephone (1): 972-825-5114

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

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

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 FORD	MODEL F-150	COLOR BLUE	STOCK NO. E10808F
VIN/SERIAL NO. 1FTEW1P49LKE10808		ODOMETER READING <input type="checkbox"/> Not Accurate 11		SALESPERSON AVERYT KNAPP
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED				
PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER				
<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>CASH PRICE OF VEHICLE</b> 51316.00	
<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>			OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker N/A N/A N/A N/A N/A	
			<b>TOTAL SELLING PRICE</b> 51316.00	
			<b>LESS: TRADE-IN ALLOWANCE</b> N/A	
			<b>SUBTOTAL</b> 51316.00	
<b>TRADE-IN VEHICLE INFORMATION</b>				
Year: N/A	Make: N/A	Model: N/A	Color: N/A	N/A
VIN/Serial No: N/A	Odometer Reading: <input type="checkbox"/> Not Accurate N/A			SALES TAX N/A
Trade-In Allowance: N/A	Balance Owed & Lienholder: N/A			DEALER'S INVENTORY TAX N/A
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>				
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION			DOCUMENTARY FEE * N/A	
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT			STATE INSPECTION FEE N/A	
			DEPUTY SERVICE FEE N/A	
			LICENSE FEE N/A	
			TITLE FEE N/A	
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.			N/A N/A	
*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>			TOTAL DUE 51316.00 <input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt N/A	
			<b>LESS CASH DUE AT DELIVERY</b> N/A	
			<b>AMOUNT TO BE FINANCED</b> (See Paragraphs 12 and 17) 51316.00	

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 \_\_\_\_\_

*Kristen Zapata*  
Accepted by Authorized Dealership Representative

Purchaser \_\_\_\_\_

Dealer CAP \_\_\_\_\_

CATALOG #9963171  
55777\*1\*RC-FI

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# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2887C

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 COUNTRY FORD**  
**PO BOX 72**  
**ROCKDALE, TEXAS 76567**  
**(512) 446 - 7377**

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
W1P6	1FTEW1P41LKE10807	<b>2020 FORD F150 RESPONDER 4X4 W/ Emergency equipment from CAP Fleet</b>	1	<b>\$51,316.00</b>
<b>TOTAL:</b>				<b>\$51,316.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$35,416.00</b>

mvlooe2887C- Ellis  
County SO

Lessee: Please Initial

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

No. of Years:	5	Base Lease Payment:	\$7,678.00
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$7,678.00</b>
		<b>Lease End Date:</b>	<b>September 22, 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 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: September 22, 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 FORD) 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: September 22, 2020

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
09/22/2020	\$16,000.00
09/22/2021	\$7,678.00
09/22/2022	\$7,678.00
09/22/2023	\$7,678.00
09/22/2024	\$7,678.00
09/22/2025	\$7,678.00

**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. 2887C 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 22<sup>nd</sup> day of September, 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# 2887C**

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

Acceptance Date:  
 SOURCE: (3) Year Lease

**ELLIS COUNTY SO**

2020 F150	\$51,316.00
VIN# 1FTEW1P41LKE10807	\$0.00
	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$51,316.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$35,416.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
09/22/20	0.00	0	0.00	0.00	35,416.00
09/22/21	7,678.00	365	973.94	6,704.06	28,711.94
09/22/22	7,678.00	365	789.58	6,888.42	21,823.52
09/22/23	7,678.00	365	600.15	7,077.85	14,745.67
09/22/24	7,678.00	366	406.62	7,271.38	7,474.28
09/22/25	7,678.00	365	205.54	7,472.46	1.82

Net Capitalized Cost	35,416.00	<b>\$2,975.82</b>
Interest Rate	2.7500%	
Residual Value	\$1.82	
Rounding Adjustment	(0.82)	
Adjusted Res. Value	\$1.00	

2887



# CALDWELL COUNTRY FORD

P.O. Box 72  
Rockdale, TX 76567  
P: 512-446-7377 F: 512-446-2900

DEAL# 25128  
CUST# E10807F

Invoice No LKE10807

**Customer**

Name ELLIS COUNTY

Address 101 W MAIN ST SUITE 301

City WAXAHACHIE State TX Zip 75156

Date 07/27/2020

Order No. \_\_\_\_\_

Rep \_\_\_\_\_

FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
1	2020 FORD F-150 1FTEW1P47LKE10807	51316.00	51316.00
	TRADE:	N/A	N/A
	PLEASE MAIL PAYMENT TO: CALDWELL COUNTRY FORD P.O. BOX 72 ROCKDALE, TX 76567		
	TERMS: NET 30		

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_

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

Expires \_\_\_\_\_

Subtotal	51316.00
Shipping & Handling	0.00
Taxes State	N/A
<b>TOTAL</b>	<b>51316.00</b>

Office Use Only

73682\*1\*RC-FI

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY FORD

CERTIFICATE OF ORIGIN FOR A VEHICLE



DATE  
MARCH 02, 2020

INVOICE NO  
KE10807 2

VEHICLE IDENTIFICATION NO.  
1FTEW1P47LKE10807

YEAR  
2020

MAKE  
FORD

BODY TYPE  
145 F150 POLICE RESPONDER 4X4

SHIPPING WEIGHT  
4747 LBS.

H.P.(S.A.E.) G.V.W.R.  
31.83 7000 LBS

NO. CYLS  
6

SERIES OR MODEL  
W1P6

NOMINAL TONNAGE 1/2

CERTIFIED FOR SALE IN CALIFORNIA

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. P.O. NUMBER ELLIS COUNT

Caldwell Country Ford  
479 West Highway 79  
Rockdale TX 76567

52V769

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

MEMO DATA

B52075686

FINANCE SOURCE 660055

FORD MOTOR COMPANY

BANK OF AMERICA  
4161 Piedmont Pkwy.,  
Greensboro NC  
27410

BY Jonathan E Osgood  
JONATHAN E OSGOOD, SECRETARY (AGENT)

DEARBORN, MICHIGAN

CITY - STATE



Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of 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:

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S) <u>Ellis County</u>
	ADDRESS <u>101 W. Main St. Suite 301 Waxahachie TX 75156</u>
	I certify to the best of my knowledge that the odometer reading is <u>11</u> No Tenths
	DEALER <u>CALDWELL COUNTRY FORD P112475</u> BY: <u>Justin Sparta</u>
State of <u>Texas</u> DEALER'S LICENSE NUMBER _____ 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>July</u> 20 <u>20</u>	
County of <u>Milam</u> _____ Notary Public	
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
DISTRIBUTION-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: _____
State of _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____	
County of _____ Notary Public	
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
DISTRIBUTION-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: _____
State of _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____	
County of _____ Notary Public	
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
DISTRIBUTION-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: _____
State of _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day 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 providing 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. _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____
	Signature of Purchaser(s) _____ Notary Public
	Printed Name(s) of Purchaser(s) _____
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>American National Leasing</u>
	whose address is <u>1132 Midwestern Parkway Wichita Falls, TX 76308</u>
	2nd lien in favor of _____
	whose address is _____

THIS DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS

HOLD DOCUMENT UNDER BLACK LIGHT TO VERIFY AUTHENTICITY

# Application for Texas Title and/or Registration

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration				<b>TAX OFFICE USE ONLY</b>		
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____				County: _____		
				Doc #: _____		
				<input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____		
1. Vehicle Identification Number <b>1FTEW1P47LKE10807</b>	2. Year <b>2020</b>	3. Make <b>FORD</b>	4. Body Style	5. Model <b>F-150</b>	6. Major Color <b>MAGNETIC</b>	7. Minor Color
8. Texas License Plate No.	9. Odometer Reading (no tenths) <b>11</b>	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt		11. Empty Weight	12. Carrying Capacity (if any)	
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				14. Applicant Photo ID Number or FEIN/EIN		
15. ID Type <input checked="" type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID						
16. Applicant First Name (or Entity Name) <b>ELLIS COUNTY</b>		Middle Name	Last Name	Suffix (if any)		
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name	Suffix (if any)		
18. Applicant Mailing Address <b>101 W MAIN ST SUITE 301</b>			City <b>WAXAHACHIE</b>	State <b>TX</b>	Zip <b>75156</b>	19. Owner County of Residence
20. Previous Owner Name (or Entity Name) <b>CALDWELL COUNTRY FORD</b>			City <b>ROCKDALE</b>	State <b>TX</b>	21. Dealer GDN (if applicable) <b>P112475</b>	22. Unit No. (if applicable)
23. Renewal Recipient First Name (or Entity Name) (if different) <b>ELLIS COUNTY</b>		Middle Name	Last Name	Suffix (if any)		
24. Renewal Notice Mailing Address (if different)		City	State	Zip		
25. Applicant Phone Number (optional) <b>972-825-5114</b>		26. Email (optional)			27. Registration Renewal eReminder <input checked="" 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>NONE</b>
33. First Lienholder Name (if any) <b>American National Leasing</b>		Mailing Address <b>2732 Midwestern Pkwy</b>	City <b>Wichita Falls</b>	State <b>TX</b>	Zip <b>76088</b>	
34. 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 _____						
35. Trade-In (if any) <input type="checkbox"/> Yes (Complete)		Year	Make	Vehicle Identification Number		36. Additional Trade-In(s) <input type="checkbox"/> Yes
37. Check only if applicable:						
<input checked="" type="checkbox"/> (a) Sales Price (\$ <b>N/A</b> rebate has been deducted) \$ <b>51316.00</b>		<input type="checkbox"/> (b) Less Trade-in Amount, described in Item 35 above \$ <b>(N/A)</b>		<input type="checkbox"/> (c) For Dealers/Lessors/Rental ONLY – Fair Market Value Deduction, described in Item 35 above \$ <b>(N/A)</b>		<input type="checkbox"/> (d) Taxable Amount (Item a minus Item b or Item c) \$ <b>51316.00</b>
<input type="checkbox"/> (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ <b>N/A</b>		<input type="checkbox"/> (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ <b>N/A</b>		<input type="checkbox"/> (g) Tax Paid to _____ (STATE) \$ <b>N/A</b>		<input type="checkbox"/> (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ <b>N/A</b>
		<input type="checkbox"/> \$90 New Resident Tax – (Previous State) <b>N/A</b>		<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.) <b>N/A</b>		<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) <b>N/A</b>
		<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) <b>Kristen Zapata</b>		Printed Name(s) (Same as Signature(s)) <b>CALDWELL COUNTRY FORD</b>		Date <b>07/27/2020</b>		
Signature of Applicant/Owner		Printed Name (Same as Signature)		Date <b>07/27/2020</b>		
Signature(s) of Additional Applicant(s)/Owner(s)		Printed Name(s) (Same as Signature(s))		Date <b>N/A</b>		

# CALDWELL COUNTRY FORD

479 WEST HWY 79  
ROCKDALE, TX 76567  
512-446-7377

**CUST#: E10807F**

Deal Number: 25128

## RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): ELLIS COUNTY

Date: 07/27/2020

Address: 101 W MAIN ST SUITE 301 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 FORD	MODEL F-150	COLOR MAGNETIC	STOCK NO. E10807F
VIN/SERIAL NO. 1FTEW1P47LKE10807		ODOMETER READING <input type="checkbox"/> Not Accurate      11		SALESPERSON AVERYT KNAPP
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
<b>WARRANTY STATEMENT</b>				
<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>				
<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				
<p><b>Dealer's Inventory Tax:</b> 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.</p> <p><b>*Documentary Fee:</b> 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></p>				
CASH PRICE OF VEHICLE		51316.00		
OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker		N/A		
N/A		N/A		
TOTAL SELLING PRICE		51316.00		
LESS: TRADE-IN ALLOWANCE		N/A		
N/A		N/A		
SUBTOTAL		51316.00		
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		
TOTAL DUE		51316.00		
<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)		51316.00		

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 \_\_\_\_\_

  
Accepted by Authorized Dealer Representative

Purchaser  
**DealerCAP**

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

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# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2884C

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>
CG33705	1GCZGHFG7L1175852	<b>2020 Chevrolet Express Van 3500 W/ Emergency equipment from CAP Fleet</b>	1	<b>\$62,065.68</b>
<b>TOTAL:</b>				<b>\$62,065.68</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$46,165.68</b>

mvlooe2884C- Ellis County SO
_____ Lessee: Please Initial

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

No. of Years:	5	Base Lease Payment:	\$10,008.00
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$10,008.00</b>
		<b>Lease End Date:</b>	<b>September 22, 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 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: September 22, 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: September 22, 2020

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
09/22/2020	\$16,000.00
09/22/2021	\$10,008.00
09/22/2022	\$10,008.00
09/22/2023	\$10,008.00
09/22/2024	\$10,008.00
09/22/2025	\$10,008.00

**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. 2884C 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.

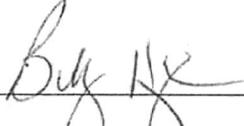
Signed this 22<sup>nd</sup> day of September, 2020.

ELLIS COUNTY, TEXAS AS LESSEE

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

County Judge of Ellis County

AMERICAN NATIONAL LEASING COMPANY  
AS LESSOR

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

Vice President of Leasing

**Lease No: ANLC# 2884C**

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

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

Acceptance Date:  
SOURCE: (3) Year Lease

**ELLIS COUNTY SO**

2020 CHEV EXPRESS 35 \$62,065.68  
VIN# 1GCZGHFG7L1175852 \$0.00  
\$0.00  
Emergency Equipment \$0.00 CAP  
Graphics and installation \$0.00

FREIGHT/HANDLING: \$0.00  
TOTAL PURCHASE PRICE \$62,065.68  
Doc Fee \$100.00  
Down Payment -\$16,000.00  
**Net Capitalized Cost \$46,165.68**

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
09/22/20	0.00	0	0.00	0.00	46,165.68
09/22/21	10,008.00	365	1,269.56	8,738.44	37,427.24
09/22/22	10,008.00	365	1,029.25	8,978.75	28,448.49
09/22/23	10,008.00	365	782.33	9,225.67	19,222.82
09/22/24	10,008.00	366	530.08	9,477.92	9,744.89
09/22/25	10,008.00	365	267.98	9,740.02	4.88
Net Capitalized Cost	46,165.68		<b>\$3,879.20</b>		
Interest Rate	2.7500%				
Residual Value	\$4.88				
Rounding Adjustment	(3.88)				
Adjusted Res. Value	\$1.00				

288 #4



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

Invoice No L1175852

**INVOICE**

<b>Customer</b>		Date	<u>06/18/2020</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>	_____
Phone <u>(972)825-5114</u>		FOB	_____

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET EXPRESS 35 VIN# 1GCZGHFG7L1175852	62065.68	62065.68
	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# \_\_\_\_\_

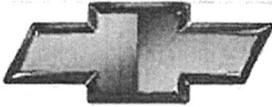
Expires \_\_\_\_\_

Subtotal	62065.68
Shipping & Handling	0.00
Taxes State	_____
<b>TOTAL</b>	<b>62065.68</b>

Office Use Only

DEAL # 120259

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET



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

Invoice No L1175852

**INVOICE**

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

Date 06/18/2020  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET EXPRESS 35 VIN# 1GCZGHFG7L1175852	62065.68	62065.68
	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	62065.68
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>62065.68</b>

Office Use Only  
DEAL# 120259

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET



# 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>	
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 #: _____
1. Vehicle Identification Number <b>1GCZGHFG7L1175852</b>		2. Year <b>2020</b>	3. Make <b>CHEVROLET</b>
4. Body Style		5. Model <b>EXPRESS 3500 WHITE</b>	6. Major Color <b>WHITE</b>
7. Minor Color		11. Empty Weight <b>5600</b>	12. Carrying Capacity (if any) <b>2000</b>
8. Texas License Plate No.		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	
9. Odometer Reading (no tenths) <b>3</b>		14. Applicant Photo ID Number or FEIN/EIN <b>75-6000 935</b>	
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		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 IC <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID	
16. Applicant First Name (or Entity Name) <b>ELLIS COUNTY</b>		Middle Name	Last Name
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name
18. Applicant Mailing Address <b>101 W MAIN ST STE 203</b>		City <b>WAXAHACHIE</b>	State <b>TX</b>
19. Owner County of Residence <b>Ellis</b>		Zip <b>75156</b>	21. Dealer GDN (if applicable) <b>P48408</b>
20. Previous Owner Name (or Entity Name) <b>CALDWELL COUNTRY CHEVROLET</b>		City <b>CALDWELL</b>	22. Unit No. (if applicable)
23. Renewal Recipient First Name (or Entity Name) (if different) <b>ELLIS COUNTY</b>		Middle Name	Last Name
24. Renewal Notice Mailing Address (if different)		City	State
25. Applicant Phone Number (optional) <b>972-825-5114</b>		26. Email (optional)	
27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)		28. Vehicle Location Address (if different)	
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)	
33. First Lienholder Name (if any) <b>AMERICAN NATIONAL LEASING</b>		Mailing Address <b>2732 MIDWESTERN PKW</b>	City <b>WICHITA FALLS</b>
34. Check only if applicable: <input type="checkbox"/> I hold Motor Vehicle Retailer's (Rental) Permt 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 _____		State <b>TX</b>	Zip <b>76308</b>
35. Trade-In (if any) <input type="checkbox"/> Yes (Complete)		Year	Make
36. Additional Trade-In(s) <input type="checkbox"/> Yes		Vehicle Identification Number	
37. Check only if applicable: <input checked="" type="checkbox"/> (a) Sales Price (\$ <b>N/A</b> rebate has been deducted) \$ <b>62065.68</b> (b) Less Trade-in Amount, described in Item 35 above \$ <b>(N/A)</b> (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 35 above \$ <b>(N/A)</b> (d) Taxable Amount (Item a minus Item b or Item c) \$ <b>62065.68</b> (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ <b>N/A</b> (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ <b>N/A</b> (g) Tax Paid to _____ (STATE) \$ <b>N/A</b> (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ <b>N/A</b>		<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. Kelly</i>		<b>CALDWELL COUNTRY CHEVROLET</b>	<b>06/18/2020</b>
		Printed Name(s) (Same as Signature(s))	Date
Signature of Applicant/Owner <i>SK</i>		<b>ELLIS COUNTY</b>	<b>06/18/2020</b>
		Printed Name (Same as Signature)	Date
Signature(s) of Additional Applicant(s)/Owner(s)		<b>N/A</b>	<b>N/A</b>
		Printed Name(s) (Same as Signature(s))	Date





# Application for Standard Texas Exempt License Plates

County Use Only	
License No	_____
Mo/Yr of Exp	_____
Date Issued	_____

**Instructions**

Submit a completed application for vehicles operated or leased by a qualifying governmental entity to your local county tax assessor-collector's office. This application may be used for up to six (6) vehicles. If the vehicle is leased, attach a copy of the lease agreement.

If the entity is a *volunteer fire department* or *emergency ambulance service*, complete one of the applications listed below in lieu of this application:

- Volunteer fire department – *Application for Exempt Registration of Certain Rescue Vehicles (Form VTR-62-F)*
- Emergency ambulance service – *Application for Exempt Registration of an Emergency Medical Services Vehicle (Form VTR-62-EMS)*

NOTE: A federal tax exemption status or the assignment of a Comptroller I.D. number does not qualify a vehicle for exempt license plates.

**Vehicle Requirements**

Exempt vehicles must ensure proper inscription as required by chapter 721.

**Exempt Organization Information**

Name of Governmental Entity <u>ELLIS COUNTY</u>		Department/Office <u>Purchasing</u>	
Authorized Agent First Name <u>E.J.</u>	Middle Name _____	Last Name <u>Harbin</u>	Suffix _____
Address <u>101 W. Main St Suite 203</u>		City <u>Waxahachie</u>	State <u>Tx</u> ZIP <u>75165</u>
Email <u>EJ.Harbin@CO.ELLIS.TX.US</u>		Phone Number <u>972-825-5114</u>	

**Exempt Vehicle Information**

	Year Model	Vehicle Make	Body Style	Vehicle Identification Number	Empty Weight (lbs.)	COUNTY USE ONLY Plate Issued
1	<u>2020</u>	<u>Chev.</u>	<u>Express 3500</u>	<u>1G2GHAG7L1175852</u>	<u>5600</u>	
2						
3						
4						
5						
6						

**Certification** - State law makes falsifying information a third degree felony.

I certify I am authorized to sign this application on behalf of a qualifying governmental entity, and the vehicle(s) display the name of the governmental entity on each side of the vehicle as specified above.

\_\_\_\_\_  
Authorized Agent Signature

7/9/2020  
Date



**Instructions for Motor Vehicle Dealers**

Transportation Code, §501.0234, requires licensed motor vehicle dealers to apply for title and initial registration for a motor vehicle in the county as directed by the purchaser(s). A dealer may not pre-populate a county selection on this form for the purchaser(s).

Do not submit this form with the title transaction. The original form should be retained with the dealer's vehicle records.

This form is not required if the purchaser(s) will be immediately removing the vehicle from Texas.

**Instructions for Purchasers**

Vehicle purchasers select the Texas county where a licensed motor vehicle dealer files a title transaction to transfer title and/or initially register the purchased vehicle. The county selected will receive a portion of the sales tax, title fees, initial registration fees, and other applicable state and local fees. Subsequent registration renewal notices will automatically be mailed to the purchaser from the purchaser's county of residence if it is different from the selection on this form.

Purchaser(s) choose where their transaction is filed from one of the below:

- County of residence of the purchaser(s)
- County where the motor vehicle is purchased
- County where the motor vehicle is encumbered (by the lienholder)

If the county selection on this form has been pre-populated by the dealer, please visit [www.TxDMV.gov](http://www.TxDMV.gov), and select the "Motorist" tab to file a complaint against the dealer.

**Note:** If you sold your vehicle, or traded your vehicle into a dealership, you can also protect yourself by submitting a Vehicle Transfer Notification online at [www.TxDMV.gov](http://www.TxDMV.gov).

**Vehicle Information**

Vehicle Identification Number	Year	Make	Body Style	Model
1GCZGHFG7L1175852	2020	CHEVROLET		EXPRESS 3500

**County Selection – This field should not be pre-populated by the motor vehicle dealer**

File my transaction in the following Texas county:

*Ellis*

**Acknowledgement**

I acknowledge that I was provided with this form and have voluntarily selected the county listed above in which to have the title application and initial registration, if applicable, filed by the dealer.

*[Signature]*  
Signature of Purchaser

**ELLIS COUNTY**  
Printed Name (Same as Signature)

**06/18/2020**  
Date

**N/A**  
Signature of Additional Purchaser (if any)

**N/A**  
Printed Name (Same as Signature)

**06/18/2020**  
Date

CERTIFICATE OF ORIGIN FOR A VEHICLE

0736

DATE  
04/06/20

VEHICLE IDENTIFICATION NO.  
1GCZGHEG7L1175852

BODY TYPE  
EXPRESS VAN

H.P. (S.A.E.)  
50.9

YEAR  
2020

NO. CYLS  
08

SHIPING WEIGHT  
5628

MAKE  
CHEVROLET

INVOICE NO.  
10D00634310

RBLPD019

N.T.R.  
1

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.  
P.O. NUMBER BEXARCOUNTY-5X  
07083 XFHNMG

NAME OF DISTRIBUTOR, DEALER, ETC.

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: *Sue K Highy*

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

DETROIT

MI 48243-1114

G83589857

CITY, STATE

8510044785 RR DONNELLEY UZIU

ELLIS COUNTY  
107 W MAIN ST STE 203 WAXAHACHIE TX 75156  
CALDWELL COUNTRY CHEVROLET P48408

TX  
BURLESON

18 JUN 20

*Stall*

American National Leasing  
2732 Midwestern Pkwy Wichita Falls TX 76308

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2885C

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>
CG33705	1GCZGHFG2L1175158	<b>2020 Chevrolet Express Van 3500 W/ Emergency equipment from CAP Fleet</b>	1	<b>\$55,485.68</b>
<b>TOTAL:</b>				<b>\$55,485.68</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$39,585.68</b>

mvlooe2885C- Ellis  
 County SO  
 \_\_\_\_\_  
 Lessee: Please Initial

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

No. of Years:	5	Base Lease Payment:	\$8,582.00
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$8,582.00</b>
		<b>Lease End Date:</b>	<b>September 22, 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.

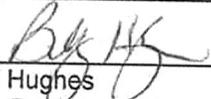
**THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.**

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

**GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2885C – ELLIS COUNTY**

**Date of Acceptance: September 22, 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: September 22, 2020**

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
09/22/2020	\$16,000.00
09/22/2021	\$8,582.00
09/22/2022	\$8,582.00
09/22/2023	\$8,582.00
09/22/2024	\$8,582.00
09/22/2025	\$8,582.00

## 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. 2885C 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.

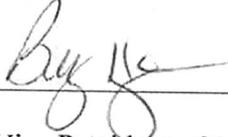
Signed this 22<sup>nd</sup> day of September, 2020.

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**

**Lease No: ANLC# 2885C**  
 CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

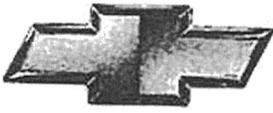
Tax ID #

Acceptance Date:  
 SOURCE: (3) Year Lease

**ELLIS COUNTY SO**  
 2020 CHEV EXPRESS 35 \$55,485.68  
 VIN# 1GCZGHFG2L1175158 \$0.00  
 \$0.00  
 Emergency Equipment \$0.00 CAP  
 Graphics and installation \$0.00

FREIGHT/HANDLING: \$0.00  
 TOTAL PURCHASE PRICE \$55,485.68  
 Doc Fee \$100.00  
 Down Payment -\$16,000.00  
**Net Capitalized Cost \$39,585.68**

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
09/22/20	0.00	0	0.00	0.00	39,585.68
09/22/21	8,582.00	365	1,088.61	7,493.39	32,092.29
09/22/22	8,582.00	365	882.54	7,699.46	24,392.82
09/22/23	8,582.00	365	670.80	7,911.20	16,481.63
09/22/24	8,582.00	366	454.49	8,127.51	8,354.11
09/22/25	8,582.00	365	229.74	8,352.26	1.85
Net Capitalized Cost	39,585.68		<b>\$3,326.17</b>		
Interest Rate	2.7500%				
Residual Value	\$1.85				
Rounding Adjustment	(0.85)				
Adjusted Res. Value	\$1.00				



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

2885

Invoice No L1175158

**INVOICE**

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

Date 04/06/2020  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET EXPRESS 35 VIN# 1GCZGHFG2L1175158	55485.68	55485.68
	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	55485.68
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>55485.68</b>

Office Use Only  
DEAL# 118971

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

CERTIFICATE OF ORIGIN FOR A VEHICLE

0736



RBLPD019

DATE  
04/06/20

INVOICE NO.  
10D00634294

VEHICLE IDENTIFICATION NO.  
1GCZGHFG2L1175158

YEAR  
2020

MAKE  
CHEVROLET

BODY TYPE  
EXPRESS VAN

SHIPPING WEIGHT  
5628

HP. (S.A.E.)

G.V.W.R.

NO. CYLS.

SERIES OR MODEL

50.9

9600

08

CG33705

N.T.R.

1

P.O. NUMBER BEXARCOUNTY-5X

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 XFHNNF

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)

G83589856

DETROIT

MI 48243-1114

CITY - STATE

GM 521 REV. 10-05

851004765 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. <b>FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE 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>CADWELL COUNTRY CHEVROLET</u> P48408 BY <u>S. Keller</u> <small>DEALER 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>03</u> day of <u>APR</u> , 20 <u>20</u> County of <u>SURLESON</u> <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small> Notary Public
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ <small>DEALER 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 _____ <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small> Notary Public
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ <small>DEALER 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 _____ <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small> Notary Public
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ <small>DEALER 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 _____ <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small> 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 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) _____ Company Name (if Applicable) _____ State of _____ Address of Purchaser(s) _____ County of _____ <small>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</small> Notary Public <b>WARNING ODOMETER DISCREPANCY</b>
LIENHOLDER	1st lien in favor of <u>American National Lending</u> whose address is <u>2732 Midwestern Pkwy Wichita Falls TX 76308</u> 2nd lien in favor of _____ whose address is _____



814

GM521 REV. 1-2000

Customer's Name: ELLIS COUNTY Deal/Stock No.: 175158FX

### 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>EXPRESS 3500</b>	BODY TYPE
VEHICLE IDENTIFICATION NUMBER <b>1GCZGHFG2L1175158</b>		YEAR <b>2020</b>

X S. Keller  
TRANSFEROR'S SIGNATURE

CALDWELL COUNTRY CHEVROLET  
PRINTED NAME

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

CALDWELL TX 77836  
CITY STATE ZIP CODE

04/06/2020  
DATE OF STATEMENT

X  
TRANSFEREE'S SIGNATURE

ELLIS COUNTY  
PRINTED NAME

ELLIS COUNTY  
TRANSFEREE'S NAME

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

WAXAHACHIE TX 75156  
CITY STATE ZIP CODE



59596\*1\*CC-FI

# CALDWELL COUNTRY CHEVROLET

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

## RETAIL PURCHASE AGREEMENT

**CUST#: 175158FX**

Purchaser's Name(s): ELLIS COUNTY

Deal Number: 118971

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

Date: 04/06/2020

Telephone (1): 972-825-6114

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

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

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

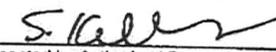
D.L./State I.D.#: \_\_\_\_\_

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>EXPRESS 3500</b>	COLOR <b>WHITE</b>	STOCK NO. <b>175158FX</b>
VIN/SERIAL NO. <b>1GCZGHFG2L1175158</b>		ODOMETER READING <input type="checkbox"/> Not Accurate <b>3</b>		SALESPERSON <b>AVERYT KNAPP</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.			CASH PRICE OF VEHICLE <b>55485.68</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>			OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker <b>N/A</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>N/A</b>	
<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>	<b>N/A</b>
VIN/Serial No: <b>N/A</b>	Odometer Reading: <input type="checkbox"/> Not Accurate <b>N/A</b>		<b>N/A</b>	
Trade-In Allowance: <b>N/A</b>	Balance Owed & Lienholder: <b>N/A</b>			<b>N/A</b>
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>				
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION			SALES TAX <b>N/A</b>	
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT			DEALER'S INVENTORY TAX <b>N/A</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.			DOCUMENTARY FEE * <b>N/A</b>	
			STATE INSPECTION FEE <b>N/A</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. <u>Traducción española: Vea el dorso.</u>			DEPUTY SERVICE FEE <b>N/A</b>	
			LICENSE FEE <b>N/A</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.			TITLE FEE <b>N/A</b>	
			N/A <b>N/A</b>	
Purchaser: _____			TOTAL DUE <b>55485.68</b>	
			<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt <b>N/A</b>	
Purchaser: _____ DealerCAP			LESS CASH DUE AT DELIVERY <b>N/A</b>	
			AMOUNT TO BE FINANCED (See Paragraphs 12 and 17) <b>55485.68</b>	

  
Accepted by Authorized Dealership Representative

# Application for Texas Title and/or Registration

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration				<b>TAX OFFICE USE ONLY</b>		
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____				County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____		
1. Vehicle Identification Number <b>1GCZGHFG2L1175158</b>	2. Year <b>2020</b>	3. Make <b>CHEVROLET</b>	4. Body Style	5. Model <b>EXPRESS 3500 WHITE</b>	6. Major Color	7. Minor Color
8. Texas License Plate No.	9. Odometer Reading (no tenths) <b>3</b>	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt		11. Empty Weight	12. Carrying Capacity (if any)	
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				14. Applicant Photo ID Number or FEIN/EIN		
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> 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) <b>ELLIS COUNTY</b>		Middle Name	Last Name		Suffix (if any)	
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name		Suffix (if any)	
18. Applicant Mailing Address <b>101 WEST MAIN ST STE 203</b>			City <b>WAXAHACHIE</b>	State <b>TX</b>	Zip <b>75156</b>	19. Owner County of Residence
20. Previous Owner Name (or Entity Name) <b>CALDWELL COUNTRY CHEVROLET</b>			City <b>CALDWELL</b>	State <b>TX</b>	21. Dealer GDN (if applicable) <b>P48408</b>	22. Unit No. (if applicable)
23. Renewal Recipient First Name (or Entity Name) (if different) <b>ELLIS COUNTY</b>		Middle Name	Last Name		Suffix (if any)	
24. Renewal Notice Mailing Address (if different)			City	State	Zip	
25. Applicant Phone Number (optional) <b>972-825-5114</b>		26. Email (optional)			27. Registration Renewal eRemind <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)
33. First Lienholder Name (if any) <b>American National Leasing</b>		Mailing Address <b>2732 Northwestern Parkway</b>		City <b>Wichita Falls</b>	State <b>TX</b>	Zip <b>76308</b>
34. Check only if applicable: <input type="checkbox"/> I hold Motor Vehicle Retailer's (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) <input type="checkbox"/> Yes (Complete)			Year	Make	Vehicle Identification Number	36. Additional Trade-In(s) <input type="checkbox"/> Yes
37. Check only if applicable:						
<b>SALES AND USE TAX COMPUTATION</b>						
<input checked="" type="checkbox"/> (a) Sales Price (\$ <u>N/A</u> rebate has been deducted) \$ <u>55485.68</u>		<input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____				
(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 14-317				
(d) Taxable Amount (Item a minus Item b or Item c) \$ <u>55485.68</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.) _____				
(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.) _____				
(g) Tax Paid to _____ (STATE) \$ <u>N/A</u>		<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) \$ <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) <i>S. Caldwell</i>			<b>CALDWELL COUNTRY CHEVROLET</b> Printed Name(s) (Same as Signature(s))		<b>04/06/2020</b> Date	
Signature of Applicant/Owner			<b>ELLIS COUNTY</b> Printed Name (Same as Signature)		<b>04/06/2020</b> Date	
Signature(s) of Additional Applicant(s)/Owner(s)			<b>N/A</b> Printed Name(s) (Same as Signature(s))		<b>N/A</b> Date	

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2883C

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	1GNLCDEC8LR286992	<b>2020 CHEVROLETY TAHOE PPV W/ Emergency equipment from CAP Fleet</b>	1	<b>\$55,046.00</b>
<b>TOTAL:</b>				<b>\$55,046.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$39,146.00</b>

mvlooe2883C- Ellis County SO
_____ Lessee: Please Initial

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

No. of Years:	3	Base Lease Payment:	\$10,853.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$10,853.00</b>
		<b>Lease End Date:</b>	<b>September 22, 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.**

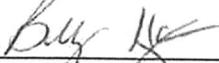
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Lessee: Please Initial

**GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2883C – ELLIS COUNTY**

5

**Date of Acceptance: September 22, 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: September 22, 2020**

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
09/22/2020	\$16,000.00
09/22/2021	\$10,853.00
09/22/2022	\$10,853.00
09/22/2023	\$10,853.00
09/22/2023	\$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. 2883C 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 22<sup>nd</sup> day of September, 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# 2883C**

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

Acceptance Date:  
 SOURCE: (3) Year Lease

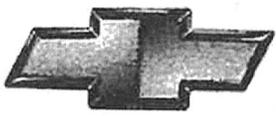
**ELLIS COUNTY SO**

2020 PPV Tahoe Patrol	\$55,046.00
VIN# 1GNLCDEC8LR286992	\$0.00
	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$55,046.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$39,146.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
09/22/20	0.00	0	0.00	0.00	39,146.00
09/22/21	10,853.00	365	1,076.52	9,776.49	29,369.52
09/22/22	10,853.00	365	807.66	10,045.34	19,324.18
09/22/23	10,853.00	365	531.41	10,321.59	9,002.59
09/22/23	9,000.00	0	0.00	9,000.00	2.59
<b>Net Capitalized Cost</b>	<b>39,146.00</b>		<b>\$2,415.59</b>		
<b>Interest Rate</b>	<b>2.7500%</b>				
<b>Residual Value</b>	<b>\$2.59</b>				
<b>Rounding Adjustment</b>	<b>(1.59)</b>				
<b>Adjusted Res. Value</b>	<b>\$1.00</b>				

2883



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

Invoice No LR286992

**INVOICE**

**Customer**

Name ELLIS COUNTY

Address 101 W MAIN ST STE 203

City WAXAHACHIE State TX Zip 75156

Phone (972)825-5114

Date 06/19/2020

Order No. \_\_\_\_\_

Rep \_\_\_\_\_

FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GNSKDEC8LR286992	55046.00	55046.00
	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	55046.00
Shipping & Handling	0.00
Taxes State	
<b>TOTAL</b>	<b>55046.00</b>

Office Use Only

DEAL# 120258

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

CERTIFICATE OF ORIGIN FOR A VEHICLE

1068



GZD81J

DATE  
04/13/20

INVOICE NO.  
10D00669563

VEHICLE IDENTIFICATION NO.  
1GNSKDEC8LR286992

YEAR  
2020

MAKE  
CHEVROLET

BODY TYPE  
TAHOE 4WD FOUR DOOR SUV

SHIPPING WEIGHT  
5334

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

G.V.W.R.

NO. CYLS.

SERIES OR MODEL

45.4

7100

08

CK15706

N.T.R.  
1/2

P.O. NUMBER CITYRUSK-1X

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 XGZSXP

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:

*John K Higley*

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

G83597094

DETROIT

MI 48243-1114

CITY - STATE

GM 521 REV. 10-05

DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1	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:
	NAME OF PURCHASER(S) <u>ELLIS COUNTY</u> ADDRESS <u>101 W MAIN ST STE 203 WAXAHACHIE TX 75156</u> I certify to the best of my knowledge that the odometer reading is <u>48408</u> No Tenths DEALER <u>CALDWELL COUNTRY CHEVROLET</u> BY _____ NAME OF DEALERSHIP <u>TX</u> DEALER'S LICENSE NUMBER _____ 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 _____ day of _____ 20____ County of _____ Notary Public
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ County of _____ Notary Public
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to provide 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 _____
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

## RETAIL PURCHASE AGREEMENT

**CUST#: 286992F**

Deal Number: 120258

Purchaser's Name(s): ELLIS COUNTY

Date: 06/19/2020

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

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

Telephone (1): 972-825-5114

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

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

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

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

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

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

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

YEAR <b>2020</b>	MAKE <b>CHEVROLET</b>	MODEL <b>TAHOE</b>	COLOR <b>BLACK</b>	STOCK NO. <b>286992F</b>
VIN/SERIAL NO. <b>1GNSKDEC8LR286992</b>		ODOMETER READING <input type="checkbox"/> Not Accurate <b>3</b>		SALESPERSON <b>AVERTY KNAPP</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. <i>Traducción española: Vea el dorso.</i>				
<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				
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. <i>Traducción española: Vea el dorso.</i>				
CASH PRICE OF VEHICLE			55046.00	
OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker			N/A	
N/A			N/A	
TOTAL SELLING PRICE			55046.00	
LESS: TRADE-IN ALLOWANCE			N/A	
N/A			N/A	
SUBTOTAL			55046.00	
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			55046.00	
<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)			55046.00	

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**  
*S. Kelly*  
Accepted by Authorized Dealership Representative

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

# Application for Texas Title and/or Registration

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						TAX OFFICE USE ONLY		
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____						County: _____ Doc # _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____		
1. Vehicle Identification Number <b>1GNSKDEC8LR286992</b>		2. Year <b>2020</b>	3. Make <b>CHEVROLET</b>	4. Body Style	5. Model <b>TAHOE</b>	6. Major Color <b>BLACK</b>	7. Minor Color	
8. Texas License Plate No.	9. Odometer Reading (no tenths) <b>3</b>	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			11. Empty Weight	12. Carrying Capacity (if any)		
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit						14. Applicant Photo ID Number or FEIN/EIN		
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID								
16. Applicant First Name (or Entity Name) <b>ELLIS COUNTY</b>		Middle Name	Last Name		Suffix (if any)			
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name		Suffix (if any)			
18. Applicant Mailing Address <b>101 W MAIN ST STE 203</b>		City <b>WAXAHACHIE</b>	State <b>TX</b>	Zip <b>75156</b>	19. Owner County of Residence			
20. Previous Owner Name (or Entity Name) <b>CALDWELL COUNTRY CHEVROLET</b>		City <b>CALDWELL</b>	State <b>TX</b>	21. Dealer GDN (if applicable) <b>P48408</b>	22. Unit No. (if applicable)			
23. Renewal Recipient First Name (or Entity Name) (if different) <b>ELLIS COUNTY</b>		Middle Name	Last Name		Suffix (if any)			
24. Renewal Notice Mailing Address (if different)		City	State		Zip			
25. Applicant Phone Number (optional) <b>972-825-5114</b>		26. Email (optional)			27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #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)			
33. First Lienholder Name (if any) <b>AMERICAN NATIONAL LEASING</b>	Mailing Address <b>2732 MIDWESTERN PKW</b>	City <b>WICHITA FALLS</b>	State <b>TX</b>	Zip <b>76308</b>				
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) <input type="checkbox"/> Yes (Complete)	Year	Make	Vehicle Identification Number			36. Additional Trade-In(s) <input type="checkbox"/> Yes		
37. Check only if applicable: <b>SALES AND USE TAX COMPUTATION</b>								
<input checked="" type="checkbox"/> (a) Sales Price (\$ _____ N/A rebate has been deducted)	\$ <b>55046.00</b>	<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)	\$ <b>55046.00</b>	<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) <i>[Signature]</i>		<b>CALDWELL COUNTRY CHEVROLET</b>			<b>06/18/2020</b>			
		Printed Name(s) (Same as Signature(s))			Date			
Signature of Applicant/Owner		<b>ELLIS COUNTY</b>			<b>06/19/2020</b>			
		Printed Name (Same as Signature)			Date			
Signature(s) of Additional Applicant(s)/Owner(s)		<b>N/A</b>			<b>N/A</b>			
		Printed Name(s) (Same as Signature(s))			Date			

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2882C

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	1GNLCDECLR225659	<b>2020 CHEVROLETY TAHOE PPV 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>

mvlooe2882C- Ellis  
 County SO  
 \_\_\_\_\_  
 Lessee: Please Initial

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

No. of Years:	3	Base Lease Payment:	\$13,327.00
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$13,327.00</b>
		<b>Lease End Date:</b>	<b>September 22, 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.

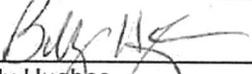
**15.) SEVERABILITY:** The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

**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: September 22, 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: September 22, 2020

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
09/22/2020	\$16,000.00
09/22/2021	\$13,327.00
09/22/2022	\$13,327.00
09/22/2023	\$13,327.00
09/22/2023	\$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. 2882C 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.

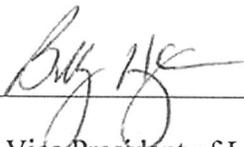
Signed this 22<sup>nd</sup> day of September, 2020.

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# 2882C**

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# 1GNLCDECXLR225659	\$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>
09/22/20	0.00	0	0.00	0.00	46,178.00
09/22/21	13,327.00	365	1,269.90	12,057.11	34,120.90
09/22/22	13,327.00	365	938.32	12,388.68	21,732.22
09/22/23	13,327.00	365	597.64	12,729.36	9,002.86
09/22/23	9,000.00	0	0.00	9,000.00	2.86

Net Capitalized Cost	46,178.00	<b>\$2,805.86</b>
Interest Rate	2.7500%	
Residual Value	\$2.86	
Rounding Adjustment	(1.86)	
Adjusted Res. Value	\$1.00	

2882



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

Invoice No  
LR225659

**INVOICE**

**Customer**

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

Date 04/03/2020  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
1	2020 CHEVROLET TAHOE VIN# 1GNLCDECKLR225659  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	52078.00
Shipping & Handling	
Taxes State	0.00
<b>TOTAL</b>	<b>52078.00</b>

Office Use Only  
DEAL # 118896

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

CERTIFICATE OF ORIGIN FOR A VEHICLE

5614



GZD81J

DATE  
02/10/20

INVOICE NO.  
10D98529174

VEHICLE IDENTIFICATION NO.  
1GNLCDECLR225659  
BODY TYPE

YEAR  
2020

MAKE  
CHEVROLET  
SHIPPING WEIGHT

TAHOE 2WD FOUR DOOR SUV

5114

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-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 XFHDD4

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

G83224993

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) _____	ELLIS COUNTY
	ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths	101 WEST MAIN ST STE 203 WAXAHACHIE TX 75156
DISTRIBUTOR/DEALER ASSIGNMENT NUMBER 2	DEALER _____ BY _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____	CALDWELL COUNTRY CHEVROLET P48408 <i>S. Kew</i>
	State of _____ County of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ Notary Public _____	TX BURLESON 06 APR 20
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	
DISTRIBUTOR/DEALER ASSIGNMENT NUMBER 4	DEALER _____ BY _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____	
	State of _____ County of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____ Notary Public _____	
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and/or imprisonment. I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ 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>	
	Signatures of Seller(s) _____ Date of Statement _____ Date of Sale _____ Printed Name(s) of Seller(s) _____ Dealer's No. _____ Signature of Purchaser(s) _____ Printed Name of Purchaser(s) _____ Company Name (if Applicable) _____ Address 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____ Notary Public _____	
LIENHOLDER	1st lien in favor of _____	American National Leasing
	whose address is _____ 2nd lien in favor of _____ whose address is _____	2732 Midwestern Parkway Wichita Falls TX 76308

GM521 REV. 1-2000



# CALDWELL COUNTRY CHEVROLET

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

## RETAIL PURCHASE AGREEMENT

**CUST#: 225659F**

Deal Number: 118896

Purchaser's Name(s): ELLIS COUNTY

Date: 04/03/2020

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. 225659F		
VIN/SERIAL NO. 1GNLCDECXLR225659		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				
<b>WARRANTY STATEMENT</b>						
<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, <u>not</u> 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>			<b>CASH PRICE OF VEHICLE</b>		<b>62078.00</b>	
			OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker		N/A	
			N/A		N/A	
			N/A		N/A	
			N/A		N/A	
			N/A		N/A	
<b>TRADE-IN VEHICLE INFORMATION</b>			<b>TOTAL SELLING PRICE</b>		<b>62078.00</b>	
Year: N/A Make: N/A Model: N/A Color: N/A			LESS: TRADE-IN ALLOWANCE		N/A	
VIN/Serial No: N/A Odometer Reading: <input type="checkbox"/> Not Accurate N/A			N/A		N/A	
Trade-In Allowance: N/A Balance Owed & Lienholder: N/A			SUBTOTAL		<b>62078.00</b>	
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>			SALES TAX		N/A	
<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		N/A	
			DOCUMENTARY FEE *		N/A	
<p><b>Dealer's Inventory Tax:</b> 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.</p> <p><b>*Documentary Fee:</b> 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></p>			STATE INSPECTION FEE		N/A	
			DEPUTY SERVICE FEE		N/A	
			LICENSE FEE		N/A	
			TITLE FEE		N/A	
			N/A		N/A	
TOTAL DUE			<b>62078.00</b>			
<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)			<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 #9963171  
55777\*1\*CC-FI

© 2015 CDK Global, LLC Texas (01-16)

# 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	2. Year	3. Make	4. Body Style	5. Model	6. Major Color	7. Minor Color		
1GNLCDECLR225659	2020	CHEVROLET		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"/> 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)		Middle Name	Last Name		Suffix (if any)			
<b>ELLIS COUNTY</b>								
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	P48408				
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name	Last Name		Suffix (if any)			
<b>ELLIS COUNTY</b>								
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)							
33. First Lienholder Name (if any)		Mailing Address	City	State	Zip			
AMERICAN NATIONAL LEASING		2732 MIDWESTERN PKW	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>								
<input checked="" type="checkbox"/> (a) Sales Price (\$ <u>N/A</u> rebate has been deducted) \$ <u>62078.00</u>		<input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____						
(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 14-317				
(d) Taxable Amount (Item a minus Item b or Item c)		\$ <u>62078.00</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.) _____				
(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.) _____				
(g) Tax Paid to _____ (STATE)		\$ <u>N/A</u>		<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)		\$ <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)		Caldwell Country Chevrolet			04/03/2020			
		Printed Name(s) (Same as Signature(s))			Date			
Signature of Applicant/Owner		ELLIS COUNTY			04/03/2020			
		Printed Name (Same as Signature)			Date			
Signature(s) of Additional Applicant(s)/Owner(s)		N/A			N/A			
		Printed Name(s) (Same as Signature(s))			Date			

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2889C

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 COUNTRY FORD**  
**PO BOX 72**  
**ROCKDALE, TEXAS 76567**  
**(512) 446 - 7377**

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
K8AC	1fm5k8ac5lgc13170	<b>2020 FORD Explorer Interceptor W/ Emergency equipment from CAP Fleet</b>	1	<b>\$63,517.00</b>
<b>TOTAL:</b>				<b>\$63,517.00</b>
LESS DOWN PAYMENT:				<b>(\$16,000.00)</b>
Document Fees:				<b>\$100.00</b>
<b>TOTAL CAPITALIZED COST:</b>				<b>\$47,617.00</b>

mvlooe2889C- Ellis  
County SO

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

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

No. of Years:	5	Base Lease Payment:	\$10,323.00
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$10,323.00</b>
		<b>Lease End Date:</b>	<b>September 22, 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.**

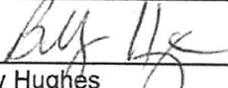
\_\_\_\_\_  
Lessee: Please Initial

**GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2889C – ELLIS COUNTY**

5

**Date of Acceptance: September 22, 2020**

Lessor: American National Leasing Company

By:   
Billy Hughes  
Vice President of Leasing

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

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

**LESSEE'S ACCEPTANCE**

**TO VENDOR (CALDWELL COUNTRY FORD) 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: September 22, 2020**

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

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

**Exhibit A**

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
09/22/2020	\$16,000.00
09/22/2021	\$10,323.00
09/22/2022	\$10,323.00
09/22/2023	\$10,323.00
09/22/2024	\$10,323.00
09/22/2025	\$10,323.00

\_\_\_\_\_  
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. 2889C 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 22<sup>nd</sup> day of September, 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# 2889C**  
 CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

**ELLIS COUNTY SO**

Acceptance Date:  
 SOURCE: (3) Year Lease

2020 F150	\$63,517.00
VIN# 1FM5K8AC5LGC13170	\$0.00
	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$63,517.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$47,617.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
09/22/20	0.00	0	0.00	0.00	47,617.00
09/22/21	10,323.00	365	1,309.47	9,013.53	38,603.47
09/22/22	10,323.00	365	1,061.60	9,261.40	29,342.06
09/22/23	10,323.00	365	806.91	9,516.09	19,825.97
09/22/24	10,323.00	366	546.71	9,776.29	10,049.68
09/22/25	10,323.00	365	276.37	10,046.63	3.04

Net Capitalized Cost	47,617.00	<b>\$4,001.04</b>
Interest Rate	2.7500%	
Residual Value	<b>\$3.04</b>	
Rounding Adjustment	(2.04)	
<b>Adjusted Res. Value</b>	<b>\$1.00</b>	

2889



# CALDWELL COUNTRY FORD

P.O. Box 72  
Rockdale, TX 76567  
P: 512-446-7377 F: 512-446-2900

DEAL# 24763  
CUST# C13170F

Invoice No LGC13170

**Customer**

Name ELLIS COUNTY

Address 101 W MAIN ST STE 203

City WAXAHACHIE State TX Zip 75156

Date 06/23/2020

Order No. \_\_\_\_\_

Rep \_\_\_\_\_

FOB \_\_\_\_\_

Quantity	Description	Unit Price	TOTAL
1	2020 FORD EXPLORER 1FM5K8AC5LGC13170	63517.00	63517.00
	TRADE:	N/A	N/A
	PLEASE MAIL PAYMENT TO: CALDWELL COUNTRY FORD P.O. BOX 72 ROCKDALE, TX 76567		
	TERMS: NET 30		

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_

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

Expires \_\_\_\_\_

Subtotal	63517.00
Shipping & Handling	0.00
Taxes State	N/A
<b>TOTAL</b>	<b>63517.00</b>

Office Use Only

73682\*1\*RC-FI

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY FORD

CERTIFICATE OF ORIGIN FOR A VEHICLE



DATE  
FEBRUARY 18, 2020

INVOICE NO.  
GC13170 2

VEHICLE IDENTIFICATION NO.  
LFM5K8AC5LGC13170

YEAR  
2020

MAKE  
FORD

BODY TYPE  
119 EXPLORER POLICE AWD 4DR

SHIPPING WEIGHT  
4629 LBS.

H.P. (S.A.E.)  
27.13

G.V.W.R.  
6500 LBS

NO. CYLS  
6

SERIES OR MODEL  
K8AC

NOMINAL TONNAGE

1/2

CERTIFIED FOR SALE IN CALIFORNIA

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.

P.O. NUMBER ELLIS COUNT

Caldwell Country Ford  
479 West Highway 79  
Rockdale TX 76567

52V769

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

MEMO DATA

B51967578

FINANCE SOURCE 660055

FORD MOTOR COMPANY

BANK OF AMERICA  
4161 Piedmont Pkwy.  
Greensboro

BY

*Jonathan E. Osgood*  
JONATHAN E. OSGOOD, SECRETARY

(AGENT)

27410

DEARBORN, MICHIGAN

CITY STATE



Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of 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:

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S): <u>FELTS 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 FORD</u> BY: <u>[Signature]</u>
DISTRIBUTION-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: _____
DISTRIBUTION-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: _____
DISTRIBUTION-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: _____
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 providing 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. _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____
LIENHOLDER	Signature of Purchaser(s) _____ Notary Public
	Printed Name(s) of Purchaser(s) _____
	Company Name (if Applicable) _____ State of _____
	Address of Purchaser(s) _____ County of _____
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
1st lien in favor of <u>American National Leasing</u>	
whose address is <u>2757 Midwestern Pkwy Wichita Falls TX 76308</u>	
2nd lien in favor of _____	
whose address is _____	

THIS DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS. HOLD DOCUMENT UNDER BLACKLIGHT TO VERIFY AUTHENTICITY. REV. 11/02





# CALDWELL COUNTRY FORD

479 WEST HWY 79  
ROCKDALE, TX 76567  
512-446-7377

## RETAIL PURCHASE AGREEMENT

**CUST#: C13170F**

Purchaser's Name(s): ELLIS COUNTY

Deal Number: 24763

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

Date: 06/23/2020

Telephone (1): 972-925-5114

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

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

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

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

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

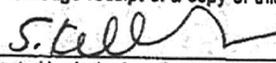
Issuing State: \_\_\_\_\_

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 FORD	MODEL EXPLORER	COLOR AGATE_BLACK	STOCK NO. C13170F
VIN/SERIAL NO. 1FM6K8AC5LGC13170		ODOMETER READING <input type="checkbox"/> Not Accurate      4	SALESPERSON AVERYT KNAPP	
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
<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. <i>Traducción española: Vea el dorso.</i>				
<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:</b> 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>*Documentary Fee:</b> 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. <i>Traducción española: Vea el dorso.</i>				
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.				
CASH PRICE OF VEHICLE		63517.00		
OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker		N/A		
N/A		N/A		
TOTAL SELLING PRICE		63517.00		
LESS: TRADE-IN ALLOWANCE		N/A		
N/A		N/A		
SUBTOTAL		63517.00		
N/A		N/A		
SALES TAX		N/A		
DEALER'S INVENTORY TAX		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		
TOTAL DUE		63517.00		
<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)		63517.00		

Purchaser \_\_\_\_\_

  
Accepted by Authorized Dealership Representative

Purchaser  
**DealerCAP**

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

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## TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 2882C-2889C (the "Leases") between American National Leasing Company ("ANLC") and Ellis County (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to ANLC for the principal amount it financed) and an interest component (as interest to ANLC for making the financing available). The interest component is priced at a tax exempt interest rate.

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

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

General Provisions

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

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

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

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

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

Signed as of this 22<sup>nd</sup> day of September, 2020.

Ellis County

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

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

**Part I Reporting Authority**

If Amended Return, check here

1 Issuer's name <b>ELLIS COUNTY, TEXAS</b>		2 Issuer's employer identification number (EIN) <b>75-6000935</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <b>MIKE CUBA</b>		3b Telephone number of other person shown on 3a <b>940-397-2491</b>
4 Number and street (or P.O. box if mail is not delivered to street address) <b>2732 MIDWESTERN PARKWAY</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>WICHITA FALLS, TX 76308</b>		7 Date of issue <b>09/22/2020</b>
8 Name of issue <b>GOVERNMENT LEASE PURCHASE AGREEMENT</b>		9 CUSIP number <b>NONE</b>
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>COUNTY JUDGE TODD LITTLE</b>		10b Telephone number of officer or other employee shown on 10a <b>972.825.5011</b>

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

11 Education			
12 Health and hospital			
13 Transportation			
14 Public safety			
15 Environment (including sewage bonds)		\$340,840	36
16 Housing			
17 Utilities			
18 Other. Describe ►			
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input type="checkbox"/>

**Part III Description of Obligations. Complete for the entire issue for which this form is being filed.**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/08/2025	\$ 340,840.36	\$ 340,840.36	2.756 years	2.75 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest		22	0	00
23	Issue price of entire issue (enter amount from line 21, column (b))		23	\$340,040	36
24	Proceeds used for bond issuance costs (including underwriters' discount)	24 \$800 00			
25	Proceeds used for credit enhancement	25 0 00			
26	Proceeds allocated to reasonably required reserve or replacement fund	26 0 00			
27	Proceeds used to currently refund prior issues	27 0 00			
28	Proceeds used to advance refund prior issues	28 0 00			
29	Total (add lines 24 through 28)		29	\$800	00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	\$340,840	36

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	N/A	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►	N/A	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	N/A	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	N/A	

For Paperwork Reduction Act Notice, see separate instructions.

**Part VI Miscellaneous**

<b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	0	00
<b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>	N/A	
<b>b</b> Enter the final maturity date of the GIC ▶ _____			
<b>c</b> Enter the name of the GIC provider ▶ _____			
<b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	0	00
<b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
<b>b</b> Enter the date of the master pool obligation ▶ _____			
<b>c</b> Enter the EIN of the issuer of the master pool obligation ▶ _____			
<b>d</b> Enter the name of the issuer of the master pool obligation ▶ _____			
<b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶			<input checked="" type="checkbox"/>
<b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶			<input type="checkbox"/>
<b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
<b>b</b> Name of hedge provider ▶ _____			
<b>c</b> Type of hedge ▶ _____			
<b>d</b> Term of hedge ▶ _____			
<b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶			<input type="checkbox"/>
<b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶			<input type="checkbox"/>
<b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶			<input type="checkbox"/>
<b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____			
<b>b</b> Enter the date the official intent was adopted ▶ _____			

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ \_\_\_\_\_ Signature of issuer's authorized representative      Date      ▶ **Todd Little, County Judge** Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶		Phone no.	
Firm's address ▶				

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2894C

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 COUNTRY FORD** Wildfire Truck & Equipment  
**PO BOX 72** 5313 Big Six st.  
**ROCKDALE, TEXAS 76567** Alvarado, Texas 76009  
**(512) 446 - 7377** (888) 452 - 2701

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
	Will update later	<b>2020 FORD F250</b> <b>W/ Wildfire Emergency Equipment</b>	1	<b>\$60,817.60</b>
		<b>TOTAL:</b>		<b>\$60,817.60</b>
		LESS DOWN PAYMENT:		<b>(\$16,000.00)</b>
		Document Fees:		<b>\$100.00</b>
		<b>TOTAL CAPITALIZED COST:</b>		<b>\$44,917.60</b>

mvlooe2894C- Ellis  
 County SO  
 \_\_\_\_\_  
 Lessee: Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	5	Base Lease Payment:	\$9,738.00
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use inside:	ELLIS County	Property Tax:	EXEMPT
		Total Payment:	\$9,738.00
		Lease End Date:	September 22, 2025

[END OF LEASE PURCHASE OPTION]

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

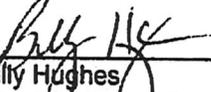
15.) **SEVERABILITY:** The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

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

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

Date of Acceptance: September 22, 2020

Lessor: American National Leasing Company

By:   
Billy Hughes  
Vice President of Leasing

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

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

**LESSEE'S ACCEPTANCE**

**TO VENDOR (CALDWELL COUNTRY FORD & Wildfire Truck and Equipment Sales) 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: September 22, 2020

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

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

**Exhibit A**

**Lease payments**

<u>Payment Date</u>	<u>Lease Payment</u>
09/22/2020	\$16,000.00
09/22/2021	\$9,738.00
09/22/2022	\$9,738.00
09/22/2023	\$9,738.00
09/22/2024	\$9,738.00
09/22/2025	\$9,738.00

\_\_\_\_\_  
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. 2894C 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 22<sup>nd</sup> day of September, 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# 2894C**  
 CONTACT: Capt Chris Hamilton  
 Ellis County SO  
 BUSINESS PHONE:  
 quote date: 6/14/19

**ELLIS COUNTY SO**

Acceptance Date:  
 SOURCE: (3) Year Lease

F250 Fire	\$60,817.60
VIN#	\$0.00
	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$60,817.60
Doc Fee	\$100.00
Down Payment	-\$16,000.00
<b>Net Capitalized Cost</b>	<b>\$44,917.60</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
09/22/20	0.00	0	0.00	0.00	44,917.60
09/22/21	9,738.00	365	1,235.23	8,502.77	36,414.83
09/22/22	9,738.00	365	1,001.41	8,736.59	27,678.24
09/22/23	9,738.00	365	761.15	8,976.85	18,701.39
09/22/24	9,738.00	366	515.70	9,222.30	9,479.09
09/22/25	9,738.00	365	260.68	9,477.32	1.77

Net Capitalized Cost	44,917.60
Interest Rate	2.7500%
Residual Value	\$1.77
Rounding Adjustment	(0.77)
<b>Adjusted Res. Value</b>	<b>\$1.00</b>

<b>\$3,774.17</b>
-------------------

**CALDWELL COUNTRY FORD**  
**PO BOX 72 ROCKDALE, TX 77836 27-3037856**  
**BUYBOARD 601-19** **QUOTE #CC201130**

End User: ELLIS COUNTY Caldwell Rep: CHRIS COLLINS  
 Contact: DAVID EVANS (WILDFIRE) Phone/fax: 979-567-6129  
 Phone/email: 817-783-3833 Date: Monday, August 17, 2020  
 Product Description: FORD F250 email: chris@caldwellcountry.com

A. Bid Series: 125 A. Base Price: \$ **34,145.00**

**B. Published Options (Itemize each below)**

Code	Options	Bid Price	Code	Options	Bid Price
W2B	20 F250 SRW XLT 4WD	INCL		FULL RUBBER FLOORS	INCL
	CREW CAB 6.75 BOX	INCL		AIR CONDITIONING	INCL
996	6.2L V8 FLEX FUEL GAS	INCL		AM/FM STEREO- NO SYNC	INCL
44S	6 SPEED AUTOMATIC	INCL		TILT	INCL
17S	STX APPEARANCE PACKAGE	INCL		POWER WINDOWS	INCL
TDX	LT245/70RX18 E BSW A/T	INCL		POWE LOCKS	INCL
90L	POWER EQUIP GROUP	INCL		KEYLESS ENTRY	INCL
X3E	ELECTRONIC-LOCK 3.73 AXLE	INCL		SHORT BED	INCL
	ORDER GROUP 600A	INCL		REAR STEP BUMPER	INCL
	18" ALUMINUM WHEELS	INCL		OEM TRAILER TOW PKG	INCL
AS	MEDIUM GRAY VINYL SEATS	INCL		REAR VISION CAMERA	INCL
<b>Total of B. Published Options:</b>					<b>\$ -</b>

**C. Unpublished Options (Itemize each below, not to exceed 25%)** \$= 0.0 %

Options	Bid Price	Options	Bid Price
		OXFORD WHITE	COLOR
		ORDER 150 DAYS APPROX	
<b>Total of C. Unpublished Options:</b>			<b>\$ -</b>

- D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time: \$ **150.00**
- E. UPFITTERS \$ -
- F. Manufacturer Destination/Delivery:
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustment: \$ -
- J. Additional Delivery Charge: 164 miles INCLUDED \$ -
- K. Subtotal: \$ **34,295.00**
- L. Quantity Ordered 1 x K = \$ **34,295.00**
- M. Trade in: \$ -
- N. BUYBOARD FEE PER PURCHASE ORDER: DIRECT BID \$ **400.00**
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE:: \$ **34,695.00**

**WILDFIRE TRUCK & EQUIPMENT SALES / CALDWELL COUNTRY FORD**

5313 Big Six St.  
Alvarado, TX 76009  
888-452-2701, fax 817-783-3038

Chris Collins 979 567 6129  
[chris@caldwellcountv.com](mailto:chris@caldwellcountv.com)

**QUOTE FOR ELLIS COUNTY FIRE MARSHAL**

August 19, 2020

**Vehicle: 2021 F250 / Crew Cab / Oxford White**

**See Caldwell Country Ford quote for details**

NO Graphics or Rear Chevron Striping  
A.R.E Topper, Oxford White, Cab High, No Windows, Side Lift Up Doors & Rear Half Lift Door,  
Extend-O-Bed EB-1575 FDIC Prop # 16504 Slide with 1500 lb. capacity (see print)  
Tough Country Front End Replacement Bumper with Winch Cradle  
Rear Receiver Tube  
Black Step Bars for F250 Crew Cab  
One 12000 lb. Warn Electric Winch mounted to Replacement Winch Cradle  
Line-X Sprayed on bed liner

**Lighting Package**

1-Whelen INNER EDGE LED 1D47UFX Lightbar with Takedowns (Red / Blue)  
1-Whelen CEN-COM Carbide Siren Amplifier & Switch Controller  
1-Whelen SA315P Siren Speaker with mount  
2-Whelen M4J Series Red / Blue split with Clear Lens for Lower Front LED Warning Lights  
2-Whelen M4J Series Red / Blue split with Clear Lens, Front Intersector LED Warning Lights  
4-Whelen ION Series LED Warning Lights mounted rear upper topper 2-Blue / 2-Red  
2-Whelen F36PC Interior LED Lights for topper  
1-Plastix Plus Console with Map box, Microphone Clips, & Arm Rests  
2-Whelen ION 1 Red Driver Side Lower, 1 Blue Drivers Side Lower LED Warning Lights  
2-Whelen ION 1 Red Passenger Side Lower, 1 Blue Passengers Side LED Warning Lights  
2-Whelen M4J Red / Blue split with clear lens for Rear Side Intersector LED Warning Lights  
1-Kussmaul Battery Charger with Super Auto Eject w/Bar Display  
2-Whelen NP6BB NANO6 LED Flood Lights mounted on front replacement bumper  
1-Camera Kit for A.R.E Topper

**Wildfire Truck & Equipment**

**\$26,122.60**

**Caldwell County Ford F250**

**\$34,695.00**

**Total**

**\$60,817.60**

**Note: Wildfire Truck & Equipment pricing is good for 30 days**

*David Evans*  
[david@wildfiretruck.com](mailto:david@wildfiretruck.com)

*Don Gibson*  
[don@wildfiretruck.com](mailto:don@wildfiretruck.com)

# EXIENDU BED COMPANY

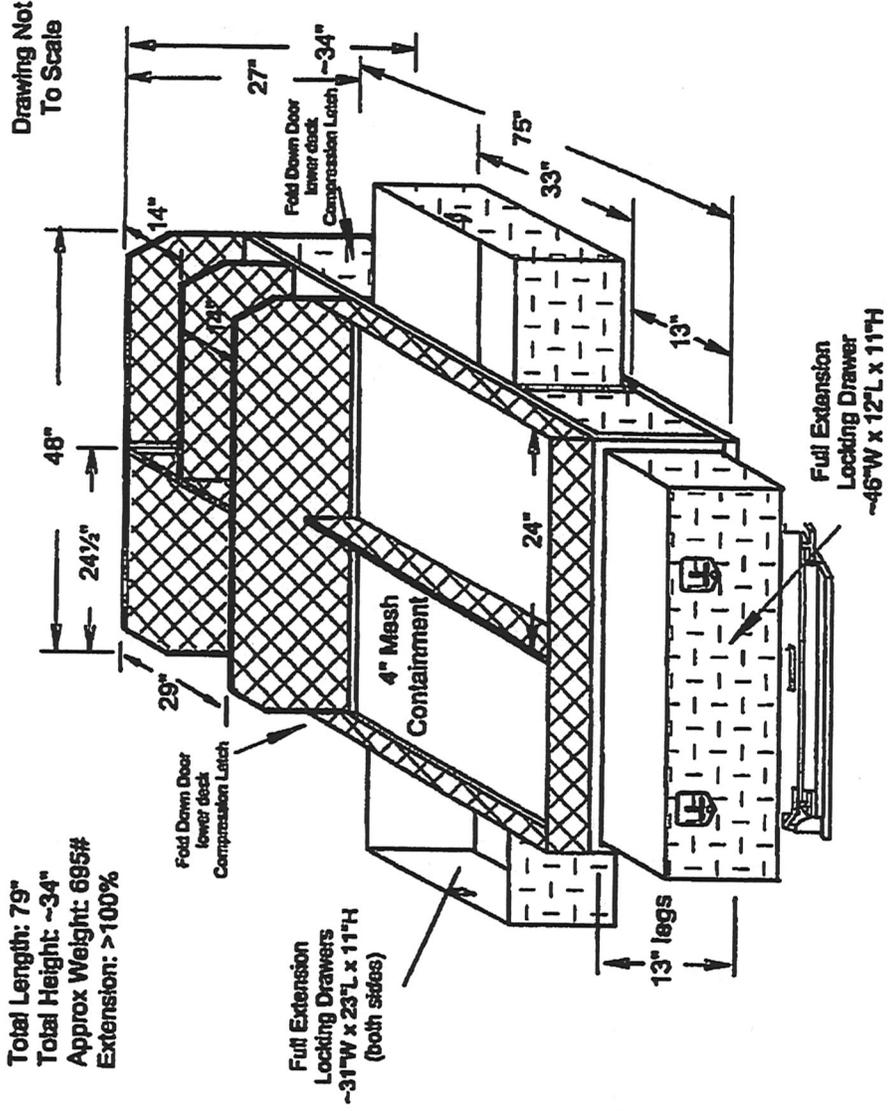
1-800-752-0706

Wildfire Truck & Equipment

2021 Ford F250, 6¾' Bed

Prop 16504, August 17, 2021

EB 1575, ~1250# cargo capacity



Lower platform will be ¾" & upper will be ½" osb superstratum. Carrier will be built of 1½" by 1/8" steel angle, with 1½" 10 gauge steel mesh screen material. Drawer will be 0.80 diamond plate aluminum on 500" capacity slides. Drawers will have a textured coating.

## TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 2882C-2894C (the "Leases") between American National Leasing Company ("ANLC") and Ellis County (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to ANLC for the principal amount it financed) and an interest component (as interest to ANLC for making the financing available). The interest component is priced at a tax exempt interest rate.

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

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

General Provisions

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

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

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

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

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

Signed as of this 22<sup>nd</sup> day of September, 2020.

Ellis County

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



September 1, 2020

Ms. Theresa K. Taylor  
 Ellis County HR Director  
 101 W Main St, Ste 103  
 Waxahachie, TX 75165-0405

Re: Ellis County – Workers’ Compensation Program Renewal Questionnaire

Dear Ms. Taylor,

Thank you for participating in TAC Risk Management Pool’s Workers’ Compensation Program. As we prepare your January 1, 2021 renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective Workers’ Compensation Coverage possible. To ensure that we have up-to-date information, please fill out each tab of the attached questionnaire completely and make any changes directly to the document. You can also provide supplemental sheets as necessary. Please note that omitted information may result in an exclusion from coverage.

*The Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal.*

**Please complete the Workers’ Compensation Renewal Questionnaire and return it and any supplemental documents by Wednesday, September 30, 2020:**

- **WC Renewal Questionnaire tab** – please respond to all questions and have the County Judge or presiding official of Political Subdivision sign and return with excel questionnaire.
- **Estimated Payroll** – Please use the Estimated Payroll tab in the Excel worksheet to update your payroll and employee count by classification. This tab includes your 2019 actual payroll plus a 2% increase. If you do not return the worksheet with updated payroll information, your renewal will be processed with the 2019 actual payroll plus 2% as listed in the worksheet.
  - Please use **“Estimated 2021 Payroll Amount” (Column F)** to update payroll
  - Please use **“Estimated 2021 Number of Employees” (Column G)** to update employee count
  - Please use **“Note” (Column H)** for any payroll or employee increase/decrease that vary significantly from the Payroll + 2% column, if you could provide a brief reason for changes
- **Optional Coverages** – This tab is used to report your decisions regarding optional coverage for certain categories of personnel and volunteers. Please note the instructions regarding how to report payroll for



optional coverages. Only changes need to be reported, if all is staying the same no need to make selections. *Please note addition or removal of Optional Coverage under Chapter 504 Labor Code requires a Commissioners Court resolution with majority vote.*

- **Employee Concentration** – This tab is to report the number of employees working within each of your buildings. Please indicate if location is being removed, provide updated employee count and add any new locations.
- **Aircraft and Aircraft and Pilot Info Cont** – These tabs only need to be completed if you own or lease an aircraft and if you employ any pilots.
- **Watercraft Info** – This tab only needs to be completed if you own, lease or charter any watercraft over 26 feet in length.
- **Workers' Compensation Alliance Election Form** – *Please note: The form only needs to be completed, if you wish to make changes to your current Alliance participation.* Should you choose to use this cost saving network, you will receive a 4% discount on your renewal. Please complete the form following this letter indicating whether or not you choose to participate.

Please complete the worksheets in the attached Excel workbook, save the document, and submit the completed workbook by replying to the email with the workbook attached. If you need help completing the **Workers' Compensation Renewal Questionnaire**, please contact me at 800-456-5974 or [yolandam@county.org](mailto:yolandam@county.org).

We value your membership in the TAC Risk Management Pool and look forward to another successful year! Please do not hesitate to contact me if you would like to discuss your coverage options.

Sincerely,

Yolanda Mondragon  
Member Service Representative



**POLITICAL SUBDIVISION WORKERS' COMPENSATION ALLIANCE  
ELECTION FORM**

OPTIONS		Effective Date
I elect to participate in the Political Subdivision Workers' Compensation Alliance.	<input type="checkbox"/>	
I elect not to participate in the Political Subdivision Workers' Compensation Alliance.	<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• <b>Only make selection if making changes to current selection</b></li> </ul>		

\_\_\_\_\_

Member Name

\_\_\_\_\_

Signature of Pool Coordinator

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

Date



County	Ellis
District	Dallas District
ROW CSJ #	1051-01-054
CCSJ #	1051-01-051

Federal Project #	
CFDA Title:	Highway Planning and Construction
FHWA CFDA #	20.205
Federal Highway Administration	
Not Research and Development	

**Standard Agreement to Contribute**  
**State Performs Work**  
**Attachment C**

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$2,592,312.00	90.0%	\$2,333,080.80	10.0%	\$259,231.20	100.0%
Reimbursable Utility Adjustments	\$17,280.00	90.0%	\$15,552.00	10.0%	\$1,728.00	100.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
<b>TOTAL</b>	<b>\$2,609,592.00</b>		<b>\$2,348,632.80</b>		<b>\$260,959.20</b>	

**Fixed Amount**

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.



County	Ellis
District	Dallas District
ROW CSJ #	1051-03-002
CCSJ #	1051-03-001

Federal Project #	
CFDA Title: Highway Planning and Construction	
FHWA CFDA # 20.205	
Federal Highway Administration	
Not Research and Development	

**Standard Agreement to Contribute**  
**State Performs Work**  
**Attachment C**

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$3,280,841.00	90.0%	\$2,952,756.90	10.0%	\$328,084.10	100.0%
Reimbursable Utility Adjustments	\$22,360.00	90.0%	\$20,124.00	10.0%	\$2,236.00	100.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
<b>TOTAL</b>	<b>\$3,303,201.00</b>		<b>\$2,972,880.90</b>		<b>\$330,320.10</b>	

**Fixed Amount**

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.