

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

RECEIVED

FEB 01 2018

COUNTY JUDGE

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:  
2018

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0510-50805-00000-000	CONFERENCE	\$ 500.00
001-0510-50819-00000-000	COMPUTER	\$ 2000.00
001-0510-50873-00000-000	MAINT/RPS OFC EQUIP	\$ 4500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0510-50502-00000-000	Clerk's Salary	\$ 500.00
001-0510-50502-00000-000	Clerk's Salary	\$ 2000.00
001-0510-50502-00000-000	Clerk's Salary	\$ 4500.00

These transfers are being requested to allow us to hire/replace our Clerk II position as a result of vacancy created by retirement of Ellen Miller and payet for her accumulated comp. time.  
 Signature of Department Head: J. Hudson Date Signed: 2/1/2018 Department: Judicial Services Precinct I

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016/2017/2018

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

Approved by County Auditor's Office:

DeVonda Spaulink

**ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT**

FZ  
Approval by Sheriff:                       
Date: 2-1-18

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0000-30302-00000-000	Fund Balance	8,033.03

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50702-00000-000	Repairs	8,033.03

	February 1, 2018	County Judge
<i>Signature of Department Head</i>	<i>Date Signed</i>	<i>Department</i>

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

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

Approved by County Auditor's Office: DeVonde Spurlink



**CERTIFICATION OF  
BUDGET TRANSFER**

**Ellis County**

DATE: \_\_\_\_\_

The commissioners court certifies that the expenditure is necessary, due to grave public necessity, to meet and unusual and unforeseen condition which could not have been included in the original adopted budget through the use of reasonable diligent thought and attention.

The court shall file a copy of its order amending the budget with the county clerk and the clerk shall attach the copy to the original budget.

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.010.

Failure to comply with this local government code results in an offense Sec. 111.012 Penalty. An offense under this section is a misdemeanor punishable by a fine of not less than \$100 or more than \$1,000, confinement in the county jail for not less than one month or more than one year, or by both fine and confinement.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017/2018

\_\_\_\_\_ County Judge

\_\_\_\_\_ Commissioner Precinct #1

\_\_\_\_\_ Commissioner Precinct #2

\_\_\_\_\_ Commissioner Precinct #3

\_\_\_\_\_ Commissioner Precinct #3

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

ELLIS COUNTY SHERIFF'S OFFICE  
Memorandum

Charles E. Edge, Sheriff  
Phone (972) 825-4901  
Fax (972) 825-4927



300 South Jackson  
Waxahachie, TX 75165

Date: February 1, 2018

To: Ellis County Auditor  
Miykael Reeve

From: Debra Brown, Admin Asst *DB*  
Ellis County Sheriff's Office  
972-825-4972 voice

RE: Line Item Adjustment

This Line Item Adjustment from Fund Balance to Jail Repairs is due to replacement of a UPS system and carpet damage from August 2015. The Dispatch office located at 300 S Jackson St, Waxahachie had water damage and the insurance paid \$8,033.03. The money was received in December 2015 and placed in a Revenue line item but was never moved for the repairs. When the invoice came in September 2017 for the work that had been done the checks couldn't be located. Another email was sent in January 2018 requesting payment and the checks were located in the Fund Balance. The invoice is being paid out of Jail Repairs and the Line Item Adjustment is to reimburse the Jail Repairs.

RECEIVED

FEB 01 2018

ELLIS COUNTY  
AUDITOR

ELLIS COUNTY, TEXAS

Cash Receipt

Operator LAURI HARTLEY

Receipt # 27322 Total \$8,033.03 Date 12/02/15

Received From ARGONAUT GREAT CENTRAL INSURANCE CO

Source of Income 11/19/15 PROP INSURANCE PYMT

Account # /Description	Amount	Customer #	Ref #	Check #
001-0010-40659-00000-000 11/19/15 PE 4600166-14	\$7,600.00	0	0	3751061
001-0010-40659-00000-000 11/19/15 PE 4600166-14	\$433.03	0	0	3751062

Argonaut Great Central Insurance Company  
On Behalf Of: Trident  
Handled By:  
Contact Number 1-877-474-8808

JPMorgan Chase Bank, N.A.  
Dallas, TX

Check Number: 3751061

Source: FH-TROC

Claim Number: TNT-0132764  
Date of Loss: 08/28/2015  
Claimant: Ellis County

Policy/Certificate: PE 4600166-14  
Insured: Ellis County

8888  
1113

Period Covered: 2015-11-19 to 2015-11-19  
Adjuster: rgraybeal

Date: 11/19/2015

Void After 180 Days

PAY: Seven Thousand Six Hundred Dollars And Zero Cents\*\*

Amount: \$7,600.00

PAY TO THE ORDER OF: Ellis County

*Ernest J. DeHartman*  
AUTHORIZED REPRESENTATIVE

PAYEE ADDRESS: 101 W Main  
Waxahachie, TX 75165



FOR: Payment for UPS system replacement

⑈0003751061⑈ ⑆111300880⑆ 707700316⑈

DETACH BEFORE CASHING (Retain stub for your records.)

Pay To: Ellis County

Payer: Argonaut Great Central Insurance Company

For: Payment for UPS system replacement 00-0010-40659

Check Number: 3751061

Issued: 11/19/2015

Contact Number: 1-877-474-8808

Claim Number	Claimant Name	Adjuster	Invoice	Paid Amt	Billed Amt	Policy/Certificate	Dt of Loss	Period Covered
Type Pay	Pyrrt Desc				FEIN/SSNO	nsured Name		Treaty Name
TNT-0132764	Ellis County	rgraybeal		7,600.00	7,600.00	PE 4600166-14	08/28/2015	2015-11-19 to 2015-11-19
1	Property					Ellis County		
		Total		7,600.00	7,600.00			

Mail To: Ellis County  
101 W. Main  
Waxahachie TX 75165

for payment  
from Jail Repairs

COPY



Remit to: North Central Texas Council of Governments

Attn: Accounts Receivable  
P.O. Box 5888, Arlington, Texas 76005-5888

**Invoice Number:** INV-0000025621  
**Invoice Amount:** \$9,597.42

**Invoice Date:** September.26.2017  
**Invoice Due Date:** October.26.2017

**Bill To:**

ELLIS COUNTY  
SHERIFF'S OFFICE  
300 S JACKSON

Customer ID C-0000002998

WAXAHACHIE TX 75165

**PROJECT NAME:** 911 Local -Misc  
**DESCRIPTION:** UPS replacement

**CUSTOMER REFERENCE** ATT 2141680630

**TOTAL AMOUNT DUE:** \$9,597.42

Terms: Net 30

For inquiries contact Administration at [billings@nctcog.org](mailto:billings@nctcog.org), include the invoice number in the Subject line. Please remit yellow copy of invoice with payment and reference the invoice number on check stub. If your agency is tax exempt, fax your exemption certificate to 817-640-7806. Attn:Accounts Receivable. To pay by credit card call 817-695-9102



N CENTRAL TX COG E911  
PO BOX 5888  
ARLINGTON TX 76005 - 5888

Page 1 of 1  
Account Number 214 168-0830 090 0  
Billing Date Apr 5, 2016  
Web Site att.com

# Monthly Statement

*This invoice was  
paid by NCTCOG*

## Bill-At-A-Glance

Previous Bill	.00
Payment	.00
Adjustments	.00
Balance	.00
Current Charges	9,597.42
<b>Total Amount Due</b>	<b>\$9,597.42</b>
Amount Due in Full By	Apr 25, 2016

FINAL BILL

## Billing Summary

Online att.com/myatt	Page	
Plans and Services	1	9,597.42
1 800 559-7928		
Service Changes:		
1 800 321-2000		
Repair Services:		
1 800 286-8313		
<b>Total Current Charges</b>		<b>9,597.42</b>

## Plans and Services

### Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item	No	Description	Quantity	Monthly Rate	Amount Billed
Activity on Apr 1, 2016					
1. ELLIS CO SO UPS REPLACEMENT			1		9,597.42

### Taxes

2 Federal		
3 State and Local		.00
<b>Total Taxes</b>		<b>.00</b>

### Total Plans and Services

9,597.42

## News You Can Use

### TX COST RECOVERY FEE

STATE COST RECOVERY FEE Starting 5/1/2016, the State Cost Recovery Fee will be 0.525% of charges for revenues on services provided in Texas. The fee recovers costs imposed on the company by Texas law. This fee is not a government mandated charge or tax on customers.

### COLLECTION POLICY

As a customer in the process of disconnecting service, you have received your final bill. It is IMPORTANT that you pay the final balance no later than the DUE BY date. Otherwise, if it later becomes necessary to pursue collection efforts, you may also be responsible for costs associated with those efforts. If you have any questions, please contact us at the toll-free number on your bill. AT&T appreciates your business and we look forward to doing business with you in the future.

## News You Can Use Summary

- TX COST-RECOVERY FEE
  - COLLECTION POLICY
- See "News You Can Use" for additional information

Turn bottom portion with your check in the enclosed envelope

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing

**Debra Brown**

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**From:** Devonda Spurlock <devonda.spurlock@co.ellis.tx.us>  
**Sent:** Wednesday, January 31, 2018 11:12 AM  
**To:** Debra Brown  
**Subject:** RE: 0000027322.pdf

Debra,

I have verified with Miykael what needs to be done to move the money. A line item transfer (Budget Amendment) needs to be made From 001-0000-30302-00000-000 Fund Balance To 001-0015-50702-00000-000 Repairs. Please attach a copy of the insurance checks and receipt from the Treasurer's office.

If you have any questions, give me a call.

Thanks,

DeVonda Spurlock  
Ellis County First Assistant Auditor  
972-825-5287

**From:** Debra Brown [mailto:debra.brown@co.ellis.tx.us]  
**Sent:** Monday, January 29, 2018 1:44 PM  
**To:** Devonda Spurlock <devonda.spurlock@co.ellis.tx.us>  
**Subject:** FW: 0000027322.pdf

I will call to explain. But I'm trying to find out if the money that was deposited back in 2015 is still in the same line item or would Mike have moved it? I need to move it over into the Jail Repair line item to pay COG.

Thanks,  
Debra

**From:** Jodi Platt [mailto:jodi.platt@co.ellis.tx.us]  
**Sent:** Monday, January 29, 2018 1:41 PM  
**To:** 'Debra Brown' <debra.brown@co.ellis.tx.us>  
**Subject:** 0000027322.pdf

## Debra Brown

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**From:** Jodi Platt <jodi.platt@co.ellis.tx.us>  
**Sent:** Friday, January 26, 2018 10:57 AM  
**To:** Debra Brown  
**Subject:** RE: Trident Claim Closing Notification (Claim #:TNT-0132764, Insured:Ellis County, Username:rgraybeal)

I am waiting on a check number and then I'll update you.

**From:** Debra Brown [mailto:debra.brown@co.ellis.tx.us]  
**Sent:** Friday, January 26, 2018 10:32 AM  
**To:** Jodi Platt <jodi.platt@co.ellis.tx.us>  
**Subject:** RE: Trident Claim Closing Notification (Claim #:TNT-0132764, Insured:Ellis County, Username:rgraybeal)

Thanks – then it looks like we will have to make up the difference, but I will handle that part as soon as we figure out where the other money went.

**From:** Jodi Platt [mailto:jodi.platt@co.ellis.tx.us]  
**Sent:** Friday, January 26, 2018 10:05 AM  
**To:** Debra Brown <debra.brown@co.ellis.tx.us>  
**Subject:** FW: Trident Claim Closing Notification (Claim #:TNT-0132764, Insured:Ellis County, Username:rgraybeal)

We are looking for 2 checks. I've send a request over to Lori to see if I can get copies.

**From:** Michele Hall [mailto:Michele.Hall@hibbshallmark.com]  
**Sent:** Tuesday, January 23, 2018 1:32 PM  
**To:** 'Jodi Platt' <jodi.platt@co.ellis.tx.us>  
**Subject:** RE: Trident Claim Closing Notification (Claim #:TNT-0132764, Insured:Ellis County, Username:rgraybeal)

Jodi,

The company issued two checks. One for \$7,500, which was for the UPS system replacement and the other for \$433.03, which was for the carpet repair. The check for \$433.03 was issued on 11/19/2015 and the check number was 3751062. I see the checks were mailed to 101 W Main, Waxahachie, TX.

Let me know if you are still unable to locate.

Thanks much.

Michele

**From:** Jodi Platt [mailto:jodi.platt@co.ellis.tx.us]  
**Sent:** Friday, January 19, 2018 9:10 AM  
**To:** Michele Hall  
**Subject:** RE: Trident Claim Closing Notification (Claim #:TNT-0132764, Insured:Ellis County, Username:rgraybeal)

So, I need to be looking for checks in the amounts list below??

**From:** Michele Hall [<mailto:Michele.Hall@hibbshallmark.com>]

**Sent:** Friday, January 19, 2018 8:49 AM

**To:** Jodi Platt ([jodi.platt@co.ellis.tx.us](mailto:jodi.platt@co.ellis.tx.us)) <[jodi.platt@co.ellis.tx.us](mailto:jodi.platt@co.ellis.tx.us)>

**Subject:** FW: Trident Claim Closing Notification (Claim #:TNT-0132764, Insured:Ellis County, Username:rgraybeal)

Jodi,

A copy of the closing information is below.

Sincerely,

Michele

**From:** Graybeal, Ryan [<mailto:FHClaims@argogroupus.com>]

**Sent:** Thursday, March 31, 2016 5:26 PM

**To:** Michele Hall

**Subject:** Trident Claim Closing Notification (Claim #:TNT-0132764, Insured:Ellis County, Username:rgraybeal)

The following Trident claim has been closed.

Insured: Ellis County

Policy: PE 4600166-14

Effective Dates: 05/22/2015 to 10/01/2015

File Handler: Ryan Graybeal

Claim No.: TNT-0132764

Date of Loss: 08/26/2015

Claim Type:

Cause of Loss: Water Damage

Description of Loss: Water damage to UPS on the 911 equipment room.

## Debra Brown

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**From:** Debra Brown <debra.brown@co.ellis.tx.us>  
**Sent:** Monday, January 08, 2018 12:58 PM  
**To:** Jodi Platt  
**Subject:** FW: UPS - Ellis County  
**Attachments:** INV-0000025621 Ellis County SO.pdf

I know when I got this email back in November 2017 I turned it over to Laubach. He never got back with me to tell me it had been taken care of. I had Zurfas search his office to see if he could find any paperwork and he couldn't.

I don't know what this was for but Zurfas said it had to do with the radio tower.

Can you help me figure out what needs to be done to get this cleared up. The last page looks like there was some type of insurance payment and then we would pay part and COG would pay part...but I could be reading it wrong.

Thanks,  
Debra

**From:** Marti Mason [mailto:MMason@nctcog.org]  
**Sent:** Monday, January 08, 2018 12:14 PM  
**To:** janie.parks@co.ellis.tx.us  
**Cc:** jodi.platt@co.ellis.tx.us; Clay Dilday <CDilday@nctcog.org>  
**Subject:** FW: UPS - Ellis County

Good afternoon- I am wondering when we might expect a check for the attached. AT&T is acquiring about this outstanding invoice we owe to them.

Thanks,

Marti

**From:** Marti Mason  
**Sent:** Thursday, September 28, 2017 6:07 PM  
**To:** 'janie.parks@co.ellis.tx.us' <janie.parks@co.ellis.tx.us>  
**Cc:** 'jodi.platt@co.ellis.tx.us' <jodi.platt@co.ellis.tx.us>  
**Subject:** FW: UPS - Ellis County

Good evening- We were recently contacted by AT&T about an outstanding invoice. After researching, I found that it was to have been billed to Ellis County.

Evidently, this never happened. Please find our invoice and the AT&T invoice attached.

Thanks,

Marti J. Mason  
Fiscal Analyst  
North Central Texas Council of Gov't  
P O Box 5888  
Arlington, TX 76005-5888  
(817) 695-9113  
[mmason@nctcog.org](mailto:mmason@nctcog.org)

**Marti Mason**

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**From:** Clay Dilday  
**Sent:** Thursday, May 05, 2016 10:19 AM  
**To:** Marti Mason  
**Subject:** FW: UPS - Ellis County

Here you go.

**From:** Jodi Platt [mailto:jodi.platt@co.ellis.tx.us]  
**Sent:** Wednesday, January 13, 2016 4:45 PM  
**To:** Clay Dilday <CDilday@nctcog.org>  
**Subject:** RE: UPS - Ellis County

Ellis County Sheriff's Office  
Janie Parks  
300 S. Jackson St.  
Waxahachie, TX 75165

**From:** Clay Dilday [mailto:CDilday@nctcog.org]  
**Sent:** Wednesday, January 13, 2016 4:58 PM  
**To:** Jodi Platt <jodi.platt@co.ellis.tx.us>  
**Subject:** RE: UPS - Ellis County

Excellent, and can you provide the name and address that we need to send the invoice for \$9,597.42 once the work is complete?

Again, thanks for the help and patience in getting this ironed out.

**From:** Jodi Platt [mailto:jodi.platt@co.ellis.tx.us]  
**Sent:** Wednesday, January 13, 2016 4:28 PM  
**To:** Clay Dilday <CDilday@nctcog.org>  
**Subject:** RE: UPS - Ellis County

Yes that is agreeable.

Thank you.

Jodi

**From:** Clay Dilday [mailto:CDilday@nctcog.org]  
**Sent:** Wednesday, January 13, 2016 4:34 PM  
**To:** Jodi Platt <jodi.platt@co.ellis.tx.us>  
**Subject:** RE: UPS - Ellis County

Jodi,

For clarification purposes, NCTCOG can initiate the order and pay At&t to do this work, then invoice Ellis County for an amount of \$9,597.42.

If this is agreeable I will get the process started to replace the defective UPS and peripheral equipment.

Thanks Jodi.

From: Jodi Platt [mailto:jodi.platt@co.ellis.tx.us]  
Sent: Wednesday, January 13, 2016 4:10 PM  
To: Clay Dilday <CDilday@nctcog.org>  
Subject: UPS - Ellis County

Clay,

This is what we can do...

\$12,600.00	AT&T Quote (provided by COG)
\$8,033.03	Insurance Claim Check (Equipment & Carpet)
\$4,566.97	Remaining Balance
\$9,597.42	ECS Quote (Ellis County provided quote)
\$1,564.39	Ellis County Portion
\$3,002.58	COG Contribution

Call me with questions.

Thank you,

*Jodi Platt*  
Purchasing Agent

Ellis County  
The Historical Courthouse  
101 W. Main St., #203  
Waxahachie, TX 75165  
972-825-5117  
972-825-5119 Fax





**AGENDA ITEM SP1**  
Ellis County Commissioners' Court  
February 13, 2018



**SHORT TITLE:**

Simplified plat of McKeever Farms, Lots 1 & 2.

**LEGAL CAPTION:**

Consider and act on a request for a simplified plat of McKeever Farms, Lots 1 & 2. The property contains ± 11.04 acres of land in the A. McDonald Survey, Abstract No. 727 located on the east side of McKeever Road and ± 500 feet north of FM 813, Road & Bridge Precinct No. 1.



**APPLICANT:**

Bob Hamlin, BMB Angus Road, LLC



**PURPOSE:**

The applicant wishes to subdivide this property into two (2) lots. The proposed width of each lot is ± 184 feet. Lot 1 contains ± 7.91 acres, and Lot 2 comprises ± 2.87 acres. The remaining ± 80 acres will stay un-platted until further subdivision occurs.



**HISTORY:**

There is no history of any other subdivision requests on this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

This plat shows a total right-of-way dedication of thirty (30) feet from the centerline of McKeever Road, complying with the Thoroughfare Plan by dedicating one-half of the necessary right-of-way dedication for this road.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**ATTACHMENTS:**

1. Location Map
2. Simplified Plat



**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)



**RECOMMENDATION:**

Staff recommends approval of this request, as presented.



**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1



Subject Property: 188097





**AGENDA ITEM 1.1**  
Ellis County Commissioners' Court  
February 13, 2018



**SHORT TITLE:**

Installation of one (1) stop sign in Jordan Run Estates, Phase II

**LEGAL CAPTION:**

Consider and act on a request to install one (1) stop sign on at the intersection of Amanda Lane and Jaycee Drive in Jordan Run Estates, II, Road & Bridge Precinct No. 3.



**APPLICANT:**

Kim Rostamo



**PURPOSE:**

The applicant is requesting the installation of an additional stop sign at the northwest corner of Amanda Lane and Jaycee Drive due to the line of sight and speeding issues associated with Amanda Lane and an increase in residential and construction traffic for the development of Jordan Run, Phase III.



**HISTORY:**

Jordan Run Estates, Phase II was approved by the Commissioners' Court on August 12, 2013, and filed in Cabinet I, Slide 212. Construction of Phase III of this development is still ongoing.



**OTHER RELEVANT INFORMATION:**

As required by state law, this item was placed on the County website beginning January 24, 2018, and ran one (1) time in the Waxahachie Daily Light on January 26, 2018. All legal requirements have been satisfied.



**ATTACHMENTS:**

1. Location Map
2. Public Notice
3. Email Correspondence



**RECOMMENDATION:**

Staff recommends approval of this 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)

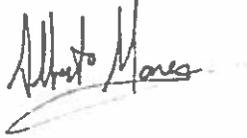


**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



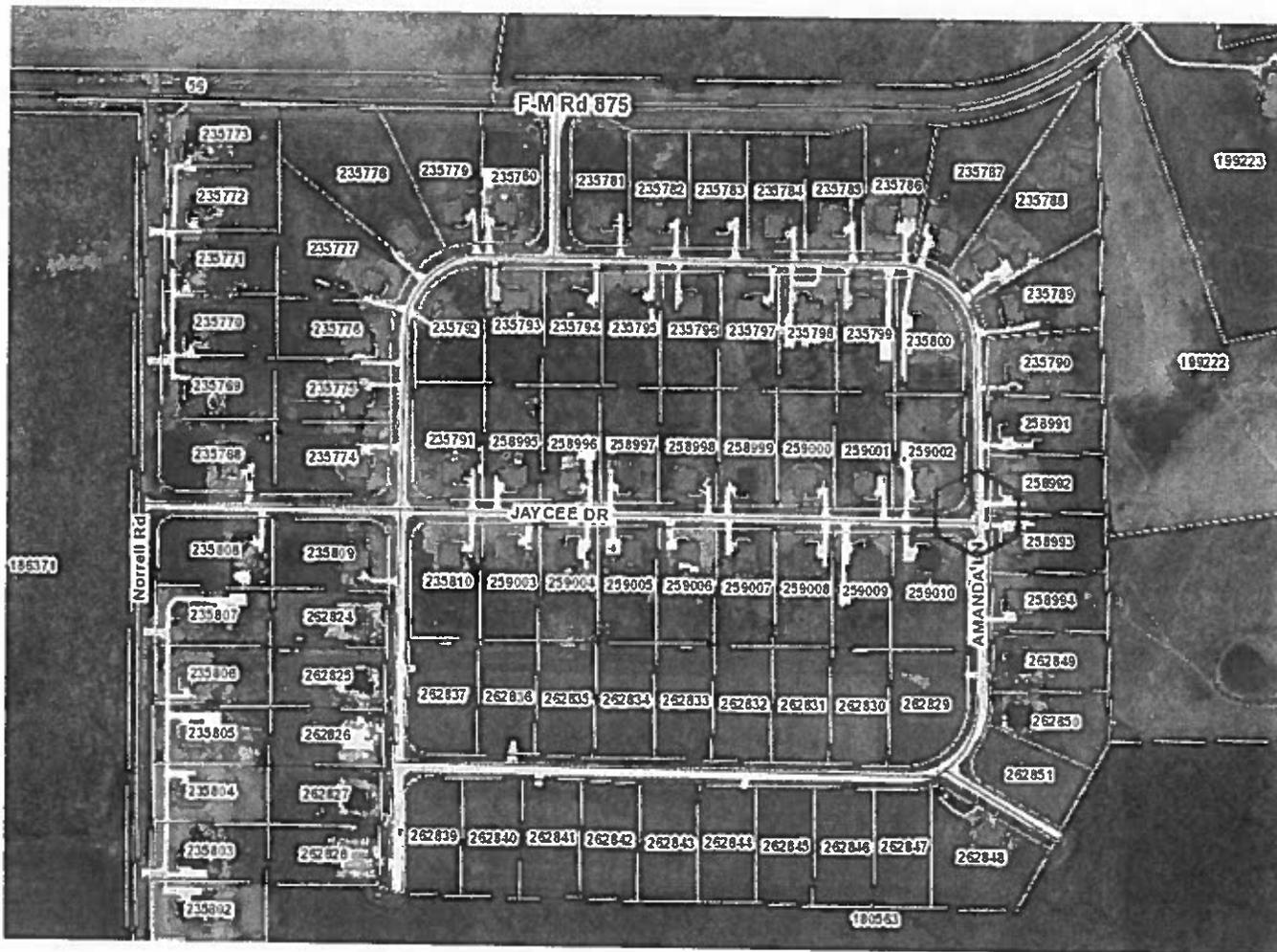
**APPROVED AND PRESENTED BY:**



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



ATTACHMENT NO. 1



Approximate Location



**ATTACHMENT NO. 2**

# **ATTENTION!**

## **PUBLIC HEARING NOTICE**

A public hearing regarding the installation of one (1) stop sign at the intersection of Amanda Lane and Jaycee Drive in Jordan Run Estates, Phase II, Road and Bridge Precinct No. 3, is scheduled for the Commissioners' Court on Tuesday, February 13, 2018, at 10:00 AM on the 2nd Floor of the Historic Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas. Please contact the Department of Development concerning any questions at 972-825-5200. If you would like to speak at the meeting regarding this matter, please show up at least 15 minutes early to sign up to speak.



ATTACHMENT NO. 3

From: Kim Rostamo [mailto:rostamo@att.net]  
Sent: Tuesday, December 5, 2017 10:52 AM  
To: [Alberto.Mares@co.ellis.tx.us](mailto:Alberto.Mares@co.ellis.tx.us)  
Subject: Stop Sign

Hello,  
I was hoping you could tell me who I would contact to request a stop sign in my neighborhood? I live in Jordan Run in Midlothian and we have a very dangerous street that is downhill and could desperately use a stop sign. There are 14 young children that live where this road is dangerous. It's a growing concern as we have had the amount of construction traffic increase during development of Phase 3.

Any help with this would be greatly appreciated!

Thank you,  
Kim Rostamo  
817-773-3309

🔄 Reply   🔄 Reply All   🔄 Forward

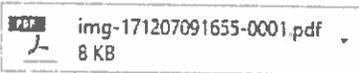
Thu 12/7/2017 9:15 AM



Rick Davis <[rick.davis@co.ellis.tx.us](mailto:rick.davis@co.ellis.tx.us)>

FW: Scan Data from [XR9C934E8E83A7]

To: Alberto Mares



Alberto,

Legal language for public hearing to place new stop sign

Rick

From: [Xerox@co.ellis.tx.us](mailto:Xerox@co.ellis.tx.us) [mailto:[Xerox@co.ellis.tx.us](mailto:Xerox@co.ellis.tx.us)]  
Sent: Thursday, December 07, 2017 9:08 AM  
To: [rick.davis@co.ellis.tx.us](mailto:rick.davis@co.ellis.tx.us)  
Subject: Scan Data from [XR9C934E8E83A7]



**AGENDA ITEM 1.2**  
Ellis County Commissioners' Court  
February 13, 2018



**SHORT TITLE:**

Abandonment of a portion of an alleyway in Skyline Acres, Block 8.

**LEGAL CAPTION:**

Consider and act upon abandonment and vacation of a portion of an alleyway located between Lots 15 & 16 and 32 & 33, Block 8, Skyline Acres. The area contains ± 0.08 acres (± 2,615 square feet) of land located between Cecilia Avenue and Charles Avenue ± 80 feet south of Skyline Drive, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.



**APPLICANT:**

Theresa Parkins



**PURPOSE:**

The applicant is requesting abandonment of a portion of an alley that measures approximately 15 feet wide by 143 feet long. This request ensures the property meets the minimum lot size requirements to have one contiguous piece of property to place a residential structure and septic system. A subsequent replat is required to combine all this acreage into one (1) lot.



**HISTORY:**

A plat for Skyline Acres was initially filed for record with the Ellis County Clerk office on January 10, 1958. There is no other known history or variance request on this property.

The City of Midlothian provides water to this site but does not have any easements within this alley. Hilco Electric Cooperative, Inc and Oncor Electric Delivery have no objections to the abandonment of the alley.



**OTHER RELEVANT INFORMATION:**

The property owner provided the necessary signatures and met the legal requirements to bring forth this request.



**ANALYSIS:**

Similar requests for alley abandonments have been made throughout Skyline Acres to allow enough acreage to place septic systems. Although staff has previously considered bringing forth a blanket abandonment of alleys in this subdivision, there are plenty of utility easements in place that prevent this from occurring. Due to this, each request for alley abandonment will be addressed on a case-by-case basis.

As a portion of this alley has already been abandoned a few hundred feet to the south, there should be a minimal impact on this request to vacate this part of the alley.



**ATTACHMENTS:**

1. Location Map
2. Plat
3. Petition



**RECOMMENDATION:**

Staff recommends **approval** of this alley abandonment, with the following conditions:

- 1) A re-plat shall be submitted before the issuance of any permits for this property.
- 2) The on-site sewage facility shall be reviewed before any permits are issued for this property.
- 3) Only one (1) habitable structure is allowed on the property.



**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator

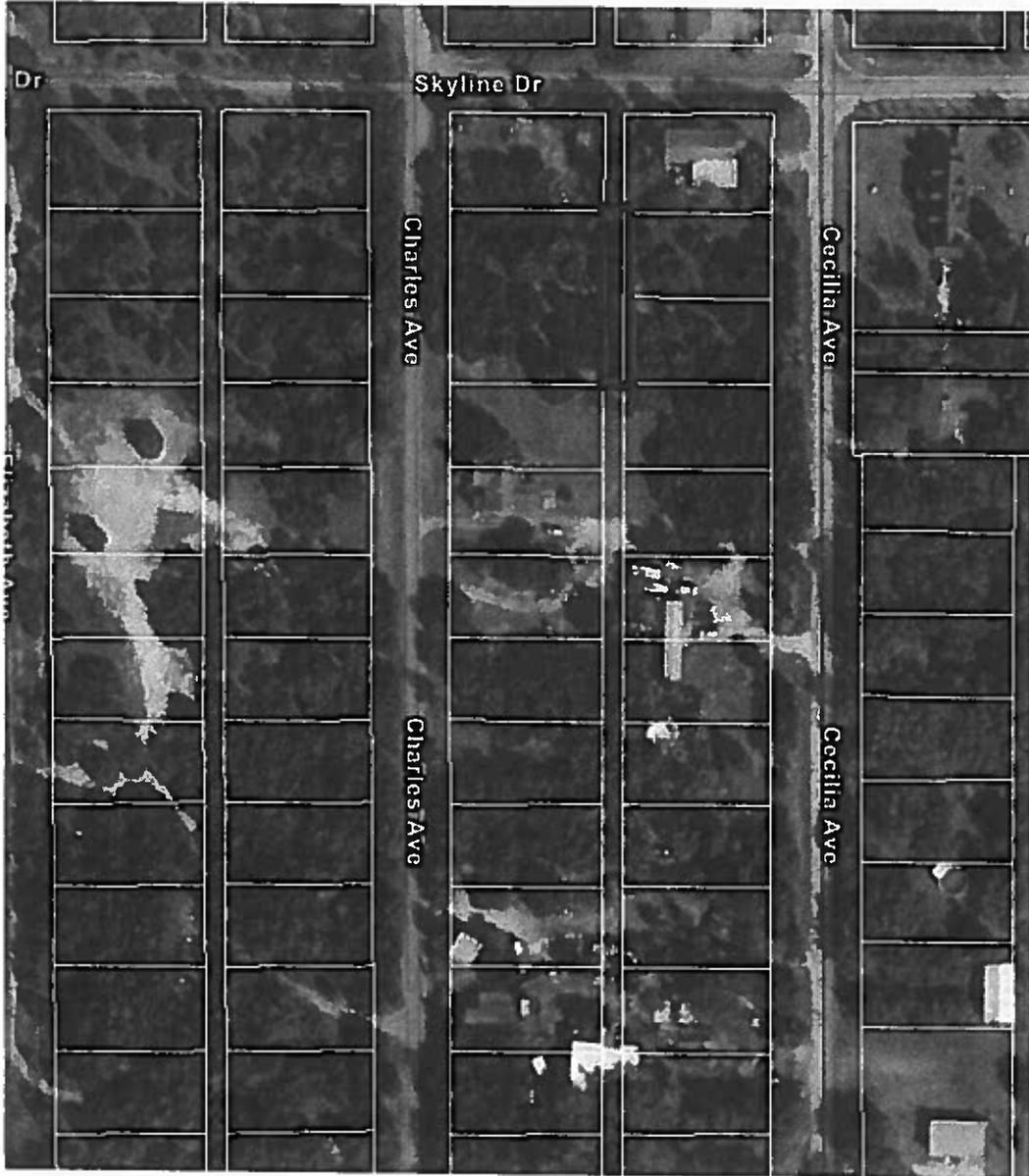


**APPROVED AND PRESENTED BY:**

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



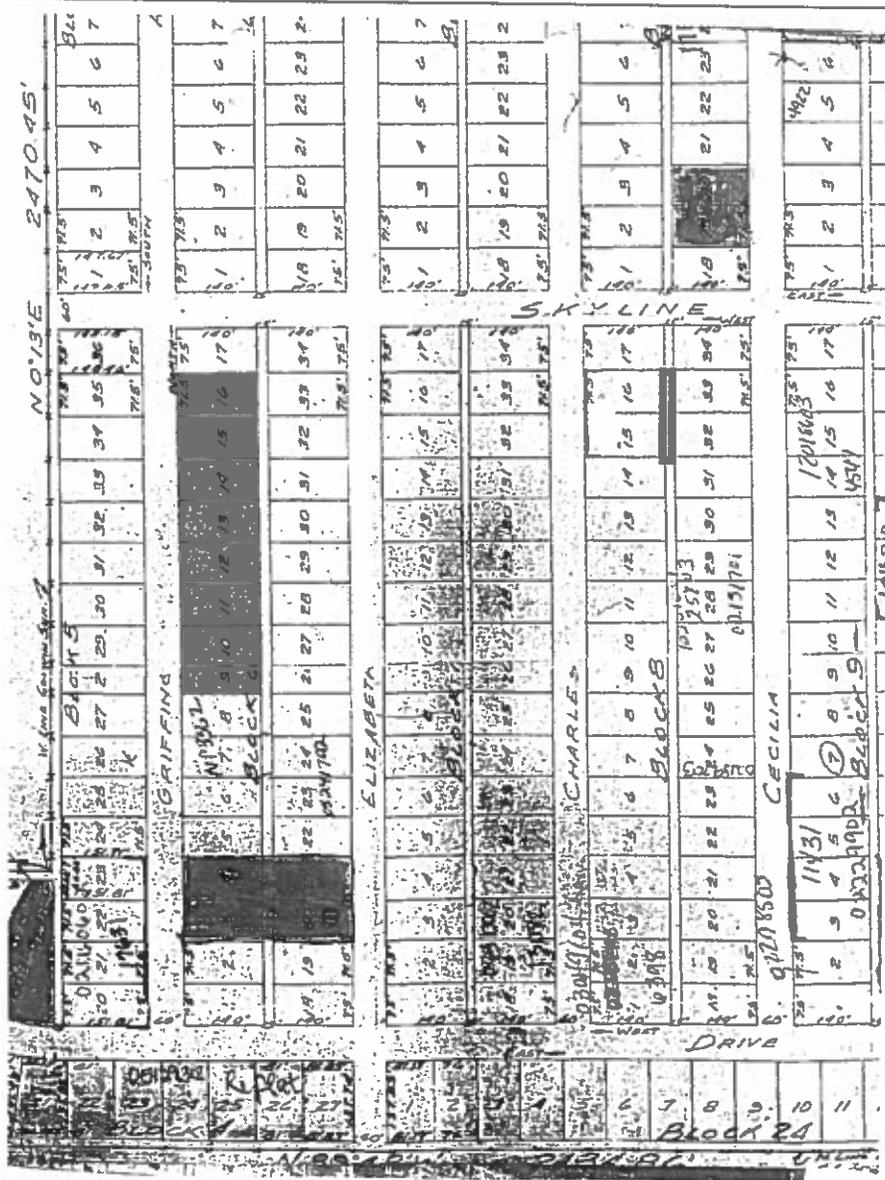
ATTACHMENT NO. 1



Subject Property



ATTACHMENT NO. 2



Subject Property



ATTACHMENT NO. 3

NOTICE OF INTENT TO APPLY FOR ORDER CLOSING, DISCONTINUING,  
ABANDONING AND VACATING COUNTY ROADWAY

We the undersigned landowners, hereby give NOTICE that we are applying to the Ellis County Commissioners Court for an Order Pursuant to the provisions of Tex. Trans. Code 251.052 and 251.058 closing, discontinuing, abandoning and vacating the following public roadway:

That portion of alleyway and depicted on Exhibit "A", which is attached hereto and incorporated herein, located entirely within the area of Road and Bridge Precinct 4 for Ellis County. Being approximately .254 acres, approximately 72.8 feet by 152 feet. Including, but not limited to, all easement dedications and building set back lines, beginning at a line running from the southwest corner of lot 16 to the southeast corner of lot 33 and the northwest corner of lot 15 to the northeast corner of lot 32.

A hearing on the proposed closing will be conducted on the first regular meeting of the Ellis County Commissioners Court following the expiration of twenty days from the date of this Notice.

Signature of requestor: Theresa Perkins DATED this the 20<sup>th</sup> day of December, 2017.

Signature [Signature]  
Printed Name Theresa Perkins  
Address 4749 Charles Ave  
MIDLOTHIAN TX 76065  
Telephone 817-622-507

Signature [Signature]  
Printed Name JOSE MORALES  
Address 4758 BREEZE Hill  
MIDLOTHIAN TX 76065  
Telephone 972-891-7137

Signature [Signature]  
Printed Name Omar Rodriguez  
Address 4725 SPANISH Hill St.  
MIDLOTHIAN TX 76065  
Telephone (817) 947-0321

Signature [Signature]  
Printed Name JOSE GARCIA  
Address 4717 SPANISH Hill  
MIDLOTHIAN TX 76065  
Telephone 817-622-2288

Signature [Signature]  
Printed Name Kevin Collins  
Address 4716 Cecilia Ave  
MIDLOTHIAN, TEXAS  
Telephone 817-622-7622

Signature [Signature]  
Printed Name SARA BARNETT  
Address 4741 Cecilia Ave  
MIDLOTHIAN, TX 76065  
Telephone 817 307 9825

Signature [Signature]  
Printed Name James Rowe  
Address 4735 Cecilia Ave  
MIDLOTHIAN, TEXAS  
Telephone 817 307 5623

Signature [Signature]  
Printed Name Luis de Cicco  
Address 4735 Cecilia Ave  
MIDLOTHIAN TX 76065  
Telephone 817 307 6432



**NOTICE OF INTENT TO APPLY FOR ORDER CLOSING, DISCONTINUING,  
ABANDONING AND VACATION COUNTY ROADWAY**

We the undersigned landowners, hereby give NOTICE that we are applying to the Ellis County Commissioners Court for an Order Pursuant to the provisions of Tex. Trans. Code 251.052 and 251.058 closing, discontinuing, abandoning and vacating the following public roadway:

That portion of alleyway and depicted on Exhibit "A", which is attached hereto and incorporated herein, located entirely within the area of Road and Bridge Precinct 4 for Ellis County. Being approximately .254 acres, approximately 72.8 feet by 152 feet. Including, but not limited to, all easement dedications and building set back lines, beginning at a line running from the southwest corner of lot 16 to the southeast corner of lot 33 and the northwest corner of lot 15 to the northeast corner of lot 32.

A hearing on the proposed closing will be conducted on the first regular meeting of the Ellis County Commissioners Court following the expiration of twenty days from the date of this Notice.

Signature of requestor: Therion Parkin DATED this the 20<sup>th</sup> day of December, 2017

Signature: [Handwritten Signature]  
Printed Name: Therion Parkin  
Address: 2741 Lewis Ave  
211401616, TX 76065  
Telephone: 972-990-5241

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

Signature: [Handwritten Signature]  
Printed Name: Ashtel Castillo  
Address: 824 Jackson Dr  
Mitcham, TX 76065  
Telephone: 361-558-6764

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
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Signature \_\_\_\_\_  
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Telephone \_\_\_\_\_



**AGENDA ITEM 1.3**  
Ellis County Commissioners Court  
February 13, 2018



**SHORT TITLE:**

Road frontage variance for Greenbark Court, Emerald Forest Section 2, Lot 6.

**LEGAL CAPTION:**

Consider & act upon a request to grant a one-time variance from Section VIII (A) (Residential Lots) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow one (1) single-family residence without meeting the minimum road frontage requirement. The property contains ± 3.71 acres of land in the John Estes Survey, Abstract No. 336, commonly known as 234 Greenbark Court, Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT(S):**

Joshua Anderson



**PURPOSE:**

The applicant requesting a variance to Section VIII (A) of the Rules and Regulations to allow one (1) single-family residence on a property with 39.3 feet of county road frontage on Lot 6. He also owns Lot 7, which contains his private residence, but wishes to sell this lot and build a new home on Lot 6. However, there is currently no paved surface along this stretch of Greenbark Ct as the pavement along the cul-de-sac was washed away.



**HISTORY:**

This property was platted into a recorded subdivision in the Emerald Forest Section 2 on July 9, 1971.

The applicant states that at one point, there was a paved blacktop surface on Greenbark Court within the cul-de-sac that was maintained by the County. However, because of constant water runoff due to the location and topography of this lot, the blacktop surface eroded and the County has not been maintained this road, even though it appears on the official County Road List adopted in 2005.

The County Commissioners' Court granted a variance to Lot 7 in 2015 to allow the placement of one (1) single-family residence with no paved frontage and with the stipulation that the paved private drive be brought to the edge of the right-of-way.



**OTHER RELEVANT INFORMATION:**

Section VIII (A) requires "...a minimum of one hundred fifty (150) feet of County of State road frontage..."

The current definitions of road and road frontage are listed below:

**ROAD**

A long stretch with a smoothed or paved surface made for traveling by motor vehicles; a highway; a strip of land appropriated and used for purposes of travel and communication between different places.

**ROAD FRONTAGE**

Contiguous frontage on a public road.

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

1. *That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*
2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,*
3. *That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,*
4. *That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*



**ANALYSIS:**

A variance for this lot would not usually be required as this is a platted subdivision with established road frontages for each lot, however, one is needed as there is no paved surface on this road. Based on the information in the current Rules and Regulations, this request meets the criteria for granting relief from the current regulations as there is currently no paved surface to these lots and there is no timetable to repair this road.



**RECOMMENDATION:**

Staff recommends **approval** of this variance to Section VIII (A) to grant this variance request, as presented, subject to the following conditions:

- 1) A permit shall be submitted for review to the Department of Development to permit this habitable structure and an on-site sewage facility.



- 2) There shall only be one (1) single family residence located on the ± 3.71 acres.
- 3) The paved driveway shall be brought to the right-of-way of Greenbank Court



**ATTACHMENTS:**

1. Applicant's Request
2. Location Map
3. Plat



**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1

January 19, 2018

Addressed to the Commissioners Court of Ellis County Texas

Regarding: Lot 6 of Emerald Forest, Section 2, in Ellis County, TX

To Whom It May Concern:

This letter is being written for the purpose of requesting that this petition be placed on the commissioner's court docket in request for a one time variance for the construction of one - single family residence that would occupy lot 6 of Emerald Forest. The acceptance of this request would result in the ability to construct one - single family residence occupying 3.71 acres, with approximately 35' of access/frontage on Greenbark Court.

The estimated value of the new residence will be \$360,000-\$400,000.

The grounds for this request are as follows:

At the time that the roads were paved in Emerald Forest in the early 1970's, the streets were entirely paved with black top pavement. This included the cul-de-sac at the south end of Greenbark Ct, which lot 6 is located on. At some point after that the county ceased to maintain the cul-de-sac - sighting the fact that there was no residence built on these lots which the cul-de-sac services, and because of this there was a great deal of illegal dumping taking place at this location - which the county wished to deter. When questioned about the cessation, a representative of Ellis County stated (at that time) that they would resume maintenance of the cul-de-sac at the point at which it was determined to either build a residence here, or sell the property.

With so much time having gone by since the county ceased to maintain the black top cul-de-sac, combined with the fact that the cul-de-sac is located at the bottom of a hill that receives a substantial amount of water run off, the cul-de-sac has now eroded and been covered by silt and vegetation to the extent that it is no longer visibly present. The result of this is that lot 6 appears to not have the necessary grandfathered county road frontage required for the construction of a single family residence in a cul-de-sac.

The builder who owns the lot has dug test pits at the location of the old road/cul-de-sac, and found layers of old black top and road base under the existing layer of sediment and vegetation. The neighbors can also attest to the fact that there was previously a black top road and cul-de-sac at the site in question.



DEPARTMENT OF DEVELOPMENT  
Ellis County

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

The variance being requested would not be in contradiction to any of the primary concerns behind the minimum road frontage requirements:

- Safety - Because this lot is in a cul-de-sac, there will not be any unsafe conditions caused by having too many driveways coming off of a high traffic county road.
- Septic - With the lot in question being over 3.71 acres, and the surrounding homes all being on at least this much land as well, there will not be a concern with dense installation of septic systems which could negatively impact the surrounding ground and surface water.
- Precedent - A variance was previously granted in 2015 on the lot next door (lot 7) for the construction of one, single family residence, based upon these same reasons listed here.

Summary: The issuance of a one time variance for the construction of one - single family residence on lot 6 of Emerald Forest, Section 2 would be both a) Fair and appropriate given the fact that tax dollars have been collected from the owners of this lot for many years by Ellis County for the purpose of ensuring road access to this lot, and b) To the benefit of both the Emerald Forest neighborhood, and Ellis County, in the gaining of a quality, high value, new construction home on this vacant lot which will not only increase the tax base at this location, but will also help to bolster the viability of the construction of additional quality housing in the immediate area in future years.

Respectfully Submitted,

Joshua Anderson

Date

1-19-18

Owner of lots 6/7 of Emerald Forest, Section 2



ATTACHMENT NO. 2

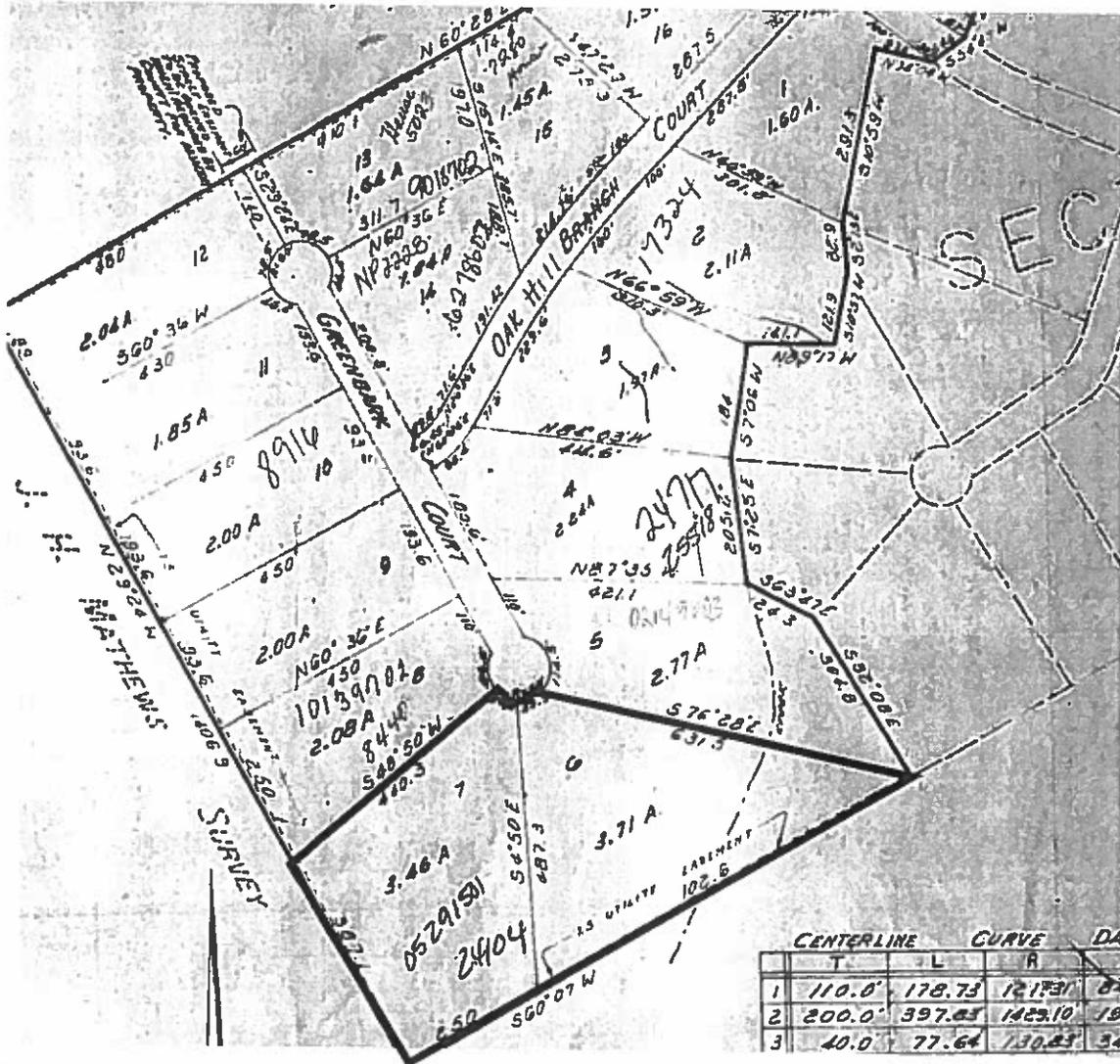
Location Map & Survey



Subject Property



ATTACHMENT NO. 3



Subject Property



**AGENDA ITEM 1.4**  
Ellis County Commissioners Court  
February 13, 2018



**SHORT TITLE:**

Fire hydrant requirement variance for Cummins Creek.

**LEGAL CAPTION:**

Consider & act upon a request to grant a one-time variance from Section II (H) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow a four (4) lots without meeting the fire hydrant requirement. The property contains ± 18 acres of the A. Gonzaba League Survey, Abstract No. 381, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road & Bridge Precinct No. 2.



**APPLICANT(S):**

Henderson King



**PURPOSE:**

The applicant is requesting a variance to Section II (H) of the Rules and Regulations to allow the placement of a four (4) lot subdivision, each ranging from three (3) to five (5) acres, without fire hydrant protection. Rice Water Supply submitted a letter stating the current 3-inch water line along Cummins Creek will not support fire hydrants.



**ANALYSIS:**

Rice Water Supply has no plans to upgrade the waterline within this area. Due to this situation, this request meets the criteria for granting relief from the current regulations.



**RECOMMENDATION:**

Staff recommends approval of this variance to Section II (H) to grant a variance, as presented, subject to the following conditions:

- 1) A simplified plat shall be submitted for review to the Department of Development to permit habitable structure and an on-site sewage facility.
- 2) Only one (1) habitable structure per lot shall be allowed until the waterline is increased to support fire hydrants and fire hydrants installed.
- 3) No other subdivision of property can occur on this 73-acre property until the waterline size is increased to support fire hydrants and fire hydrants installed.



**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. Applicant's Request
2. Location map

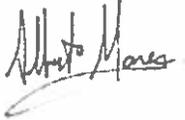


**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



**APPROVED AND PRESENTED BY:**



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



ATTACHMENT NO. 1

L. Henderson King IV, DVM  
2316 Louise Lane  
Ennis, TX 75119  
903-519-9568

January 18, 2018

To Whom It May Concern:

I have purchased 71.69 acres on Cummins Creek Road, south of Ennis. I am planning to subdivide a portion of this property in order to sell three 5 acre lots with a fourth 3 acre lot retained by myself and my wife for our own homesite. The three 5 acre lots will be developed at the western end of the property, nearest to Roy Watson Drive. The retained 3 acre lot will be located near the eastern end of the property. The remaining +/-53 acres will remain in agriculture use as hay and/or pasture. A water meter is currently in place for the lot that will be retained. I have received approval from Rice Water District for water meters for the remaining three lots.

I am writing to request a variance regarding Section II line 2-H of the Ellis County Subdivision Rules and Regulations. This section calls for fire hydrants be placed at each street corner with intermediate hydrants such that there is no more than 450 feet between hydrants. Fire hydrants must be placed on a 6-inch water line.

Rice Water District does not have 6-inch water line service along Cummins Creek Road. A 3 inch line is available across the road from the property, which will not support a fire hydrant.

Without approval of this variance, I will be unable to receive approval for platting of the proposed lots. The proposed lots will be deed restricted for single family, site built homes only with a minimum square footage. I do have sales contracts for 2 of the proposed lots, pending approval of a new plat.

Approval of this variance should not be detrimental to the public finance, and will in fact bring additional tax dollars to the county as new homes are built and acreage is taken out of agricultural valuation. Further, additional homes in the area should have not foreseeable impact on the health or safety of others living in the area.



**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)

This proposed variance should not negatively affect the subdivision of surrounding property. The addition of new, well-constructed, single family homes should have the effect of increasing surrounding property values. The properties on the north side of Cummins Creek Rd. are currently single-family residences on 10+ acres. These properties are not likely to be subdivided in the near future. There is agricultural land along Cummins Creek Road that could be developed in future. The development of this agricultural land should not be negatively impacted by development, except that water meters could become unavailable at some point due to demand and water service currently available.

Thank you for your time. Please contact me if you have any questions regarding this matter.

L. Henderson King IV, DVM





### NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS  
COUNTY OF ELLIS

**KNOW ALL MEN BY THESE PRESENTS THAT:**

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Chris Moretti, who after being duly sworn on oath stated the following:

My name is Chris Moretti. My title is Sales Representative.

I am aware that the Ellis County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

**Sole-source items include:**

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Ellis County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: SuperSlurry.

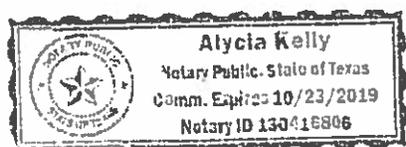
I am the sole-source supplier of this item because: SuperSlurry is a patented product and property of Martin Marietta Materials. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Ellis County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 5th day of February, 2018.

[Signature]  
[Signature]

Chris Moretti - Sales  
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on 5th February, 2018, by Chris Moretti.  
[Printed Name]



[Signature]  
[Signature] Notary Public  
State of TXGS  
My Commission expires on 10-23-19



Quotation and Sales Contract

<u>Ellis County</u>	Date: <u>February 1, 2018</u>
Attn: <u>Shannon Patterson 972-818-5518</u>	Bid Date: _____

Subject to terms and conditions, we are pleased to quote the following for use in the construction of:

Job Name: 2018 Annual SuperSlurry Price

Located at Ellis County, TX

Prices quoted are F.O.B. Chalk Hill Slurry Plant

Quantity	U.O.M. Description	Unit Price
	<u>Material</u>	
	Hydrated Cement Slurry – Delivered and Spread (Expires 2/28/2019)	\$195.00/dry ton

Conditions

- 1) Slurry loads are a minimum of 5 dry tons to a maximum of 15 dry tons per load.
- 2) On the job site, we need to have 200 gallons of water available to help rinse out slurry tanker after each load is discharged.
- 3) Truck demurrage is \$75.00 per hour (starts 1 hour after arrival).
- 4) Martin Marietta is not responsible for the mixing or compaction of cement or cemlime.
- 5) Normal working hours are Mon-Fri, 7am-4pm, excluding holidays and weekends.
- 6) Trucking is available but not guaranteed; please call in advance for availability.
- 7) Contractor is responsible for verifying cement application rates according to project requirements.
- 8) Due to limited trucking capabilities, Martin Marietta reserves the right to limit the amount of cement slurry shipped to projects outside 50 miles of the batching plant.
- 9) This quote and pricing will expire on February 28, 2019.

(Continued on page 2)

Cement Treated Materials  
 10615 Spangler Road, Dallas, TX 75220  
 t. (972) 409-3240  
[www.MartinMarietta.com](http://www.MartinMarietta.com)  
[www.SuperSlurry.com](http://www.SuperSlurry.com)



\* Payment in full is due net 30 days and Martin Marietta's terms and conditions prevail over all others.

**Must be signed and returned for delivery of material.**

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

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

**Martin Marietta**  
By: Martin Marietta Materials

\_\_\_\_\_  
Chris Moretti  
Sales Rep

Cement Treated Materials  
10615 Spangler Road, Dallas, TX 75220  
t. (972) 409-3240  
[www.MartinMarietta.com](http://www.MartinMarietta.com)  
[www.SuperSlurry.com](http://www.SuperSlurry.com)



TEXAS STATUTORY PERFORMANCE BOND (PUBLIC WORKS)  
BOND NO. CNB-24903-00

KNOWN ALL MEN BY THESE PRESENTS:

THAT, D & G Quality Roofing, Inc., (hereinafter called the Principal), as Principal, and. Insurors Indemnity Company (hereinafter called the Surety), a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as Surety, are held and firmly bound unto, Ellis County Judge Carol Bush or her successor, (hereinafter called the Obligee), in the amount of Two Hundred Fifty Five Thousand Six Hundred Forty-Five Dollars and no Cents (\$255,645.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That the installation of a white silicon roof system as described in the scope of work and base bid for the roof refurbishment estimate provided by Principal on January 16, 2017 shall be constructed by Principal in accordance with said estimate and shall be completed in a workmanlike manner according to standard practices and within 1 year from the below date of execution of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 1st day of August, 2017.

PRINCIPAL: D&G Quality Roofing, Inc.  
BY: *Carol Bush*, President  
SURETY: Insurors Indemnity Company  
BY: *Blaine Allen*  
Blaine Allen, Attorney-in-Fact

**PAYMENT BOND (LABOR AND MATERIALS)**

STATE OF TEXAS

COUNTY OF Ellis

KNOW ALL MEN BY THESE PRESENTS: That D & G Quality Roofing, Inc. as principal, and Insurers Indemnity Company, an insurance company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the County of Ellis, Texas in the penal sum of Two Hundred Fifty Five Thousand Six Hundred Forty-Five Dollars and no Cents (\$255,645.00), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain agreement with Ellis County, Texas, to the the installation of a white silicon roof system as described in the scope of work and base bid for the roof refurbishment estimate provided by Principal on January 16, 2017, which is hereby referred to and made apart hereof as fully and to the same extent as if copied at length herein

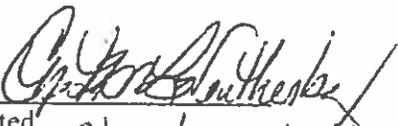
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

"PROVIDED, HOWEVER, that this payment bond is executed pursuant to the provisions of Texas Government Code, Chapter 2253, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein."

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in such change extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument  
the 1st day of August, 2017 . ~~2018~~.

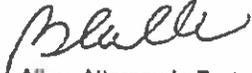
Principal  
D & G Quality Roofing, Inc.

By:   
Printed  
Name: Christa M. L. Weatherby  
Title President

Address 4305 FM 1187 Ste 100

Burleson, TX 76028

Surety Insurors Indemnity Company

by:   
Title: Blaine Allen, Attorney-in-Fact

The name and address of the Resident Agent of Surety is:

William D. Baldwin - Baldwin Cox Agency

5930 Preston View Blvd, Suite 200, Dallas, TX 75240

Corporate Seals:  
Attach a copy of certificate of authority for surety

THE FOREGOING BOND IS ACCEPTED  
ON BEHALF OF COUNTY OF ELLIS.

\_\_\_\_\_  
County Judge



P&C 877 237 1525  
Holds 800 933 7444

225 South Fifth Street  
PO Box 2683  
Waco, Texas 76702-2683

## IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683  
Waco, TX 76702-2683  
Or  
225 South Fifth Street  
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683  
Waco, TX 76702-2683  
O  
225 South Fifth Street  
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY  
Waco, Texas**

**KNOW ALL PERSONS BY THESE PRESENTS:**

Number: CNB-24903-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Blaine Allen of the City of Dallas, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest:

Tammy Tieperman  
Tammy Tieperman, Secretary

By:

Dave E. Talbert  
Dave E. Talbert, President

State of Texas  
County of McLennan

On the 11<sup>th</sup> day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherril Carnes  
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 1st day of August, 2017

Tammy Tieperman  
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT [CONFIRMATION@INSURORS.COM](mailto:CONFIRMATION@INSURORS.COM)



# Ellis County

76705

[Preston@lloydtrailer.com](mailto:Preston@lloydtrailer.com)

2547998898

## Comments and Special Instructions:

N/A

Purchase Order Number : N/A

Promo Code : N/A

Quantity : 1

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Final Trailer Part Number : GP0232102ES2D08U01U02W01CB2

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## Base Trailer

Code	Description	Price for Quote
GP0232102	<b>Base Trailer</b> 102" x 32' Tandem Low-Pro Gooseneck	\$10,429.49
ES2	<b>Axle</b> 2 - 10000 Lb Dexter Sprg Axles (2 Elec Brakes) Std Sprd	\$0.00
CB2	<b>Color</b> Black	\$0.00

**Base Trailer Total :** \$10,429.49

## Options

Code	Description	Image	Price for Quote
D08	5' Self Clean Dove w/Max Ramps		\$955.13
U01U02	Under Frame Bridge & Pipe Bridge		\$533.33
W01	Winch Plate (8" Channel)		\$64.10

3.1

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**  
ATTORNEYS AT LAW  
216 W FRANKLIN STREET (75165)  
WAXAHACHIE, TX 75165

(972) 923-5154  
(972) 937-2878 - Fax

February 5, 2018

Judge Carol Bush  
101 West Main Street  
Waxahachie, Texas 75165

**RE: Conveyance of "struck off" tax sale properties**

Dear Judge Bush:

The above described property is located within Ellis County and has been prosecuted through litigation and tax sale to collect delinquent property taxes. No one bids were received at the tax sale and the Sheriff struck off or deeded property to the County of Ellis, Trustee.

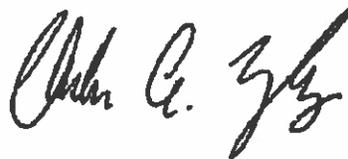
Our office has received a bid on this property from J Bernabe Serrano.

Please schedule this matter for consideration as an agenda item at the next available meeting. I would suggest the requested agenda item read as follows:

**Consideration and action concerning resolution to convey "struck off" properties to J Bernabe Serrano**

If you need any additional information regarding this matter please feel free to contact me at your convenience. Thank you for your attention to this matter.

Sincerely,



Charles E. Brady  
Attorney at Law

cc: file

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS, Ellis County, Trustee** has become the owner of certain real property (described below) by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in certain Suit No. 19457TX; Midlothian ISD vs Richard Fred Howard;

All that certain lot, tract or parcel of land being 6.00 acres, more or less, situated in the JB Hilbert Survey, Abstract 482, as described in Volume 1253, Page 805, Deed Records of Ellis County, Texas.

**WHEREAS,** the bid amount represents the full amount owed against the subject property, and

**WHEREAS,** the J Bernabe Serrano has bid \$1,000.00 for this property, and

**WHEREAS,** it is to the benefit of all the taxing entities involved that the property be conveyed to J Bernabe Serrano for the amount of \$1,000.00.

**NOW THEREFORE BE IT RESOLVED BY THE**

**The Commissioners of Ellis County, Texas**

**That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property for public use to the City of Ennis;**

Resolved this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Attest:

\_\_\_\_\_  
County Judge  
Ellis County

\_\_\_\_\_  
Board Secretary

Those Voting Aye Were:

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

Those Voting Nay Were:

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

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.**

**TAX RESALE DEED**

**STATE OF TEXAS**

**X**

**X KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF ELLIS**

**X**

That **Ellis County, Trustee**, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of said governing body which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of \$1,000.00 cash in hand paid by:

**J Bernabe Serrano  
P. O. Box 4569  
Cedar Hill, Texas 75106**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. 19457TX, Midlothian Independent School District, Et Al vs. Richard Fred Howard, Et Al**, in the district court of said county, said property being located in Ellis County, Texas, and described as follows:

**All that certain lot, tract or parcel of land being 6.00 acres, more or less, situated in the JB Hilbert Survey, Abstract 482, as described in Volume 1253, Page 805, Deed Records of Ellis County, Texas. (185393, 261507)**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF Ellis County, Trustee has caused these presents to be executed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

Carol Bush  
County Judge  
Ellis County

STATE OF TEXAS

X

COUNTY OF ELLIS

X

This instrument was acknowledged before me on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018, by Carol Bush, County Judge, Ellis County, Texas.

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

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

After recording return to:  
LGBS, LLP  
216 W Franklin St  
Waxahachie, Tx 75165



# Agenda Item MEMO

3.4

**SUBJECT:** Agreement for Continuing Disclosure Services

**MEETING DATE:** Tuesday, January 30, 2018

**DEPARTMENT:** Finance Department

**CONTACT:** Miykael Reeve, CGFO  
County Auditor

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**ITEM SUMMARY:**

The SEC Rule 15c2-12 requires that the County disclosure consist important information to investors after the initial issuance of any bond. This information reflects the financial health and operating condition of the local government as it changes over time. When a County issues a Bond you must submit annual disclosures on or before the date specified as well as when an event occurs by 10 days of the event. Examples of events, bond calls, payoff of debts, rating changes, sale of the assets for which debts were issued.

There are organization such a First Southwest (that has recently merged with Hilltop Securities, HTS) that can provide these services. First Southwest has been the County's Financial Advisor and is equipped to handle these disclosures should the need arise. They would handle our once a year compliance requirement as well as any additional requirements for disclosure that should arise. The cost for the Annual disclosure is \$1,500. If we were to issue additional debt that would require us to become a quarterly filer, then price would increase to \$5,000. If we had a material event that would require filing, then the cost would be \$500.

I have an accounting background and small staff. I do not have a background in complex continuing disclosure or legal issues. For a very small amount, this company will keep the county up to date with all U.S Securities and Exchange Commission Rules and regulations and protect our bond ratings.

**STAFF RECOMMENDATION AND REQUEST:** Approve agreement with HTS for continuing disclosure services.



## PublicFinance

Continuing Disclosure



Our continuing disclosure services work closely with individual municipalities to assist them in meeting the disclosure requirements set forth in U.S. Securities and Exchange Commission Rule 15c2-12.

### **Proactive expertise to ensure low-cost access**

Offering a platform for our municipal clients to maintain ready, low-cost access to the capital markets is a key priority for us. In fact, we are one of the only financial advisory firms in the United States with a dedicated disclosure services practice, enabling our professionals to solely focus on your disclosure needs.

While most other disclosure services firms simply notify municipalities of pending filing dates, our professionals work closely with clients to help them prepare and file the appropriate reports. This unique approach saves time and resources while helping them remain in compliance with Rule 15c2-12.

### **Turn-key continuing disclosure services to save time**

To reduce the time our municipal clients spend fulfilling complex continuing disclosure requirements, we provide seamless turn-key continuing disclosure services by:

- Carefully reviewing past continuing disclosure filings and obligations.
- Advising on issuer continuing disclosure undertakings.
- Monitoring for certain material events that may require the filing of notices.
- Preparing and filing material events notices and annual reports.
- Sending semi-annual material events questionnaires.
- Proprietary software reduces non-compliance issues

Our dedicated continuing disclosure services team utilizes a proprietary software system that

reduces the likelihood of non-compliance with SEC Rule 15c2-12. Key features of our system are:

- Ongoing maintenance of issuer compliance status.
- Automatic tracking of issuers' annual filing requirements and associated deadlines.
- Notification of material events, such as rating changes and refunded bond issues.
- Ongoing monitoring of filing requirements and deadlines for conduit issuers and their obligated members.

### **Staying current**

Our continuing disclosure services professionals closely monitor changing or potentially changing industry requirements that may impact our municipal clients. We help our clients maintain an ongoing awareness of these potential changes and their possible impact.

Contact us today at [disclosureservices@hilltopsecurities.com](mailto:disclosureservices@hilltopsecurities.com)  
(<mailto:disclosureservices@hilltopsecurities.com>).

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## What is Continuing Disclosure?

Continuing disclosure consists of important information about a municipal bond that arises after the initial issuance of the bonds. This information generally reflects the financial health or operating condition of the state or local government as it changes over time, or the occurrence of specific events that can have an impact on key features of the bonds.

*SEC Rule 15c2-12 ensures municipal securities issuers enter into agreements to provide certain information to the MSRB about their securities on an ongoing basis.*

### SEC Rule 15c2-12

Securities and Exchange Commission (SEC) Rule 15c2-12 requires dealers, when underwriting certain types of municipal securities, to ensure that the state or local government issuing the bonds enters into an agreement to provide certain information to the Municipal Securities Rulemaking Board (MSRB) about the securities on an ongoing basis. Such continuing disclosure agreements for new issues after December 2010 normally require the following:

#### Annual Financial Information

- Financial information and operating data provided by state or local government or other obligated persons
- Audited financial statements for state or local government or other obligated persons, if available

#### Event Notices

- Principal and interest payment delinquencies
- Non-payment related defaults
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions or events affecting the tax-exempt status of the security
- Modifications to rights of security holders
- Bond calls and tender offers
- Defeasances
- Release, substitution or sale of property securing repayment of the securities
- Rating changes
- Bankruptcy, insolvency or receivership
- Merger, acquisition or sale of all issuer assets
- Appointment of successor trustee



Subscribe to issuer education and EMMA email updates from the MSRB.

## MSRB Support

**Phone:**  
202-838-1330

**Hours:**  
7:30 a.m. – 6:30 p.m. ET

**Email:**  
MSRBsupport@msrb.org

**Hours:**  
7:00 a.m. – 7:00 p.m. ET

## Timeframes for Submitting Disclosures

In most cases, state or local governments or obligated persons must submit annual disclosures on or before the date specified in the continuing disclosure agreement or provide notice of failure to do so to the MSRB through the [Electronic Municipal Market Access \(EMMA®\) website](#).

Disclosure of events for new issues after December 2010 must be submitted to EMMA within 10 business days of the event.

## Exemptions from Rule 15c2-12

Continuing disclosure generally is not required for an issue if:

- The entire issue is for less than \$1 million
- The bonds are sold to investors in units of no less than \$100,000 and are sold to no more than 35 sophisticated investors
- The bonds are sold in \$100,000 minimum denominations and mature in nine months or less from initial issuance
- The bonds were issued prior to July 1995 (or prior to December 1, 2010 for certain "puttable" securities.)

## Locating Continuing Disclosure Information

The MSRB's EMMA website publicly displays continuing disclosure information submitted since July 1, 2009, as part of the MSRB's mission to provide access to key municipal market information. The EMMA website also displays market transparency data and educational materials about the municipal securities market.



Subscribe to issuer education and EMMA email updates from the MSRB.

**AGREEMENT  
FOR  
CONTINUING DISCLOSURE SERVICES  
BY AND BETWEEN**

**ELLIS COUNTY, TEXAS  
(HEREINAFTER REFERRED TO AS THE "ISSUER")**

**AND  
HTS CONTINUING DISCLOSURE SERVICES,  
A DIVISION OF HILLTOP SECURITIES INC.**

In connection with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the "Bonds"), the Issuer has made certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and as contemplated by the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule").

The Issuer has agreed to engage HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc. ("Continuing Disclosure Services"), to assist it with these continuing disclosure obligations, for the consideration and on the terms and conditions set forth herein, including the preparation and submission of annual reports (the "Annual Reports") and the reporting of certain specified events (the "Events"), which are set forth in the Issuer's undertakings, the Rule and in Subsection 2c. below.

This agreement (the "Agreement") between the Issuer and the Continuing Disclosure Services shall become effective as of the date of its acceptance as provided for below.

The parties agree as follows:

1. This Agreement shall apply to all issues of Bonds delivered subsequent to the effective date of the continuing disclosure requirements as specified in the Rule, to the extent that any particular issue does not qualify for exceptions to the continuing disclosure requirements of the Rule.
2. Continuing Disclosure Services agrees to perform the following in connection with providing services relating to the Issuer's continuing disclosure obligations:
  - a. assist the Issuer in compiling data determined or selected by the Issuer to be disclosed;
  - b. assist the Issuer in identifying other information to be considered by Issuer for continuing disclosure reporting purposes;
  - c. assist the Issuer in preparing the presentation of such information, to include Annual Reports containing financial information and operating data of the type provided in the final official statement of applicable issues, and Material Event Notices concerning the occurrence of the specified Events and other items listed below:
    - 1) Principal and interest payment delinquencies
    - 2) Non-payment related defaults
    - 3) Unscheduled draws on debt service reserves reflecting financial difficulties
    - 4) Unscheduled draws on credit enhancements reflecting financial difficulties
    - 5) Substitution of credit or liquidity providers, or their failure to perform

- 6) Adverse tax opinions or events affecting the tax-exempt status of the security
  - 7) Modifications to rights of security holders
  - 8) Bond calls
  - 9) Defeasances
  - 10) Release, substitution, or sale of property securing repayment of the securities
  - 11) Rating changes
  - 12) The issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities of the Issuer
  - 13) Tender offers
  - 14) Bankruptcy, insolvency, receivership or similar proceeding
  - 15) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination
  - 16) Appointment of a successor or additional trustee or the change of the name of a trustee
  - 17) Noncompliance with the Rule
- d. assist the Issuer in distributing or filing, in the Issuer's name, the above mentioned Annual Reports, notices and audited annual financial statements to the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA"), appropriate State Information Depository ("SID"), rating agencies, and other entities, as required by the Issuer's continuing disclosure obligations.
  - e. provide to the Issuer confirmation of distribution or dissemination of reports and notices.

3. Issuer acknowledges and agrees to the following:

- a. Continuing Disclosure Services will be compensated for the performance of services with respect to assisting the Issuer with preparation and submission of continuing disclosure reports in accordance with the schedule as set forth below:
  1. \$5,000 per year for assistance in preparation and distribution of each annual and quarterly report and assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing reports with EMMA, and Material Event Notice Filings, or
  2. \$3,500 per year for assistance in preparation and distribution of each annual report and assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing reports with EMMA, and Material Event Notice Filings, or
  3. \$1,500 per year for assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing with EMMA, and Material Event Notice Filings, or
  4. \$500 minimum fee for assistance in preparation and distribution of each notice Material Event Notice Filing concerning occurrence of an Event or noncompliance with the Rule; in addition, a fee of \$125 per hour for all time in excess of five (5) hours spent in assisting with preparation and distribution of each Material Event Notice concerning occurrence of an Event or noncompliance with the Rule.

- b. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, all information regarding the issuance of the Bonds, including the final official statement and the Issuer's commitment or undertaking regarding continuing disclosure as contained in the resolution authorizing issuance of the Bonds or separate contract or agreement; annual financial information and operating data of the type provided in the final official statement; information concerning the occurrence of an Event or noncompliance with the Rule; and any other information necessary to prepare continuing disclosure reports.
  - c. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, annual written confirmation of all outstanding Bond issues for which the Issuer has a continuing disclosure obligation.
  - d. Issuer will provide to Continuing Disclosure Services all information required for preparation of each Annual Report, including financial information and operating data of the type provided in the final official statement and other information deemed necessary by Issuer, no later than 45 days prior to the date on which each Annual Report is due.
  - e. Issuer will provide full and complete copies of the audited annual financial statement no later than ten (10) days prior to the date on which it is due.
  - f. Issuer will notify Continuing Disclosure Services immediately upon the occurrence or immediately upon the Issuer's knowledge of the occurrence of each Event or noncompliance with the Rule, and the Issuer will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.
  - g. Issuer shall have the sole responsibility for determining the disclosure to be made in all cases. The Issuer shall review and provide approval of the content and form of all continuing disclosure reports and notices, with the exception of the following, which will be filed automatically on the Issuer's behalf, unless the Issuer has notified Continuing Disclosure Services otherwise in writing: bond calls, defeasances, and rating changes. In the event of a disagreement between the Issuer and Continuing Disclosure Services regarding the disclosure to be made, either the Issuer or Continuing Disclosure Services may, but neither is obligated to, terminate this Agreement by written notice to the other party.
  - h. A separate Annual Report will be prepared and distributed for each type of security pledge in effect for outstanding financing issues or Bonds of the Issuer.
  - i. Issuer will inform Continuing Disclosure Services of the retirement of any Bonds included under the scope of this Agreement within 30 days of such retirement.
4. In the event that Continuing Disclosure Services and the Issuer determine that advice of counsel is appropriate with respect to any question concerning disclosure, then (i) the Issuer may consult with its counsel, or (ii) the Issuer may authorize Continuing Disclosure Services to seek legal advice from independent counsel regarding the disclosure. The Issuer agrees that it shall be responsible for the fees and expenses of its own counsel. The Issuer agrees to reimburse Continuing Disclosure Services the fees and expenses of independent counsel, if paid by Continuing Disclosure Services, for advice rendered pursuant to authorization by the Issuer.

5. The Issuer agrees to hold harmless and to indemnify Continuing Disclosure Services and its employees, affiliates, officers, directors, and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever, including attorneys' fees and expenses ("Losses and Expenses") that Continuing Disclosure Services may incur by reason of or in connection with the distribution of information in the disclosure reports in accordance with this Agreement, except to the extent such Losses and Expenses result directly from Continuing Disclosure Services' willful misconduct or gross negligence in the distribution of such information.

In the event that such Losses and Expenses are attributable to the concurrent negligence or other fault of both the Issuer and Continuing Disclosure Services, each party shall bear proportionate responsibility for the degree of negligence or other fault attributable to each. Notwithstanding the foregoing, Continuing Disclosure Services, shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by Continuing Disclosure Services pursuant to this Agreement.

6. The fees and expenses due to Continuing Disclosure Services in providing Continuing Disclosure Services shall be calculated in accordance with Section 3a. of this Agreement. The fees will be invoiced each year during the term of the Agreement, unless terminated earlier, and fees will be payable within 30 days of receipt of invoice, except that the fees for the first year's service will be invoiced and be payable upon acceptance of this Agreement.

In addition, the Issuer agrees to reimburse Continuing Disclosure Services for the following expenses: (i) legal fees and expenses of counsel incurred by Continuing Disclosure Services pursuant to the terms of Section 4. above, and (ii) other out-of-pocket expenses reasonably incurred by Continuing Disclosure Services in performing its obligations hereunder. The Issuer shall remit payment for expenses to Continuing Disclosure Services within 30 days of receipt of invoice.

7. **Bonds Issued Subsequent to Agreement:** The provisions of this Agreement will include additional municipal bonds and financings (including financing lease obligations) issued during the stated term of this Agreement, if such bonds are subject to the continuing disclosure requirements. In this connection, the Issuer agrees that the Issuer will notify Continuing Disclosure Services of any municipal bonds and financing (including financing lease obligations) issued by the Issuer during any fiscal year of the Issuer during the term of this Agreement, and will provide Continuing Disclosure Services with such information as shall be necessary in order for Continuing Disclosure Services to perform the services contracted for hereunder.
8. **Effective Dates of Agreement:** This Agreement shall become effective as of the date of acceptance by the Issuer as set out below and remain in effect thereafter for a period of five (5) years from the date of acceptance. Unless Continuing Disclosure Services or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This agreement may be terminated with or without cause by the Issuer or Continuing Disclosure Services upon thirty (30) days' written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to Continuing Disclosure Services for

services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to its stated term, all records provided to Continuing Disclosure Services by the Issuer shall be returned to the Issuer as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement Continuing Disclosure Services shall have no continuing obligation to the Issuer regarding any service contemplated herein. Notwithstanding the foregoing, all indemnification, hold harmless and/or contribution obligations, pursuant to Section 5 of this Agreement, shall survive any termination, regardless of whether the termination occurs as a result of the expiration of the term hereof or the Agreement is terminated sooner by either the Issuer or Continuing Disclosure Services under this Section 8, pursuant to Subsection 3.g., or otherwise.

### **Provision of Notices**

Provision of information, delivery of certification and notices of Events and noncompliance with the Rule, unless directed otherwise in writing, shall be sent to:

Ellis County  
101 W. Main St.  
Waxahachie, TX 75165  
Ms. Miykael Reeve  
County Auditor  
Phone: (972) 825-5120  
Fax: (972) 825-5124  
Email: miykael.reeve@co.ellis.tx.us

HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.

1201 Elm Street, 35<sup>th</sup> Floor  
Dallas, Texas 75270  
Attention: Tanya Calvit  
Director for Continuing Disclosure  
Phone: (214) 953-4037  
Fax: (214) 953-4050  
Email: tanya.calvit@hilltopsecurities.com

### **Acceptance of Agreement**

9. This Agreement is submitted in triplicate originals. When accepted by the Issuer, it will constitute the entire Agreement between the Issuer and Continuing Disclosure Services for the purposes and the consideration specified above.

Acceptance will be indicated on all copies and returned to Continuing Disclosure Services. An executed original will be returned for your files.

Respectfully submitted,

HTS Continuing Disclosure Services, a Division of  
Hilltop Securities Inc.

By \_\_\_\_\_  
Hill A. Feinberg  
Chairman and Chief Executive Officer

By \_\_\_\_\_  
Tanya Calvit  
Director

Date \_\_\_\_\_

ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by the Issuer, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title