



Emmett & Miriam  
**McCoy**  
College of Business Administration

TEXAS ASSOCIATION OF COUNTIES

Certificate of Attendance

presented to

**Todd B. Little**  
**Ellis County**

*for completion of 15 hours of instruction specific to the statutory requirements of the Texas*

*Government Code Chapter 2256.008 of the Public Funds Investment Act*

**2019 Conference of the County Investment Academy**

**June 3 - 5, 2019 • Omni la Mansion del Rio River Walk**

*Larry Gallardo*

Hon. Larry Gallardo, President

*Susan M Redford*

Susan M. Redford, Executive Director

# TEXAS ASSOCIATION OF COUNTIES

## COUNTY INVESTMENT ACADEMY CONTINUING EDUCATION

Reporting Period: 01/01/2019 - 12/31/2019

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Hon. Cheryl Chambers	ID:	203163
Treasurer	Phone:	(972) 825-5127
Ellis County	Fax:	(972) 825-5129
109 S Jackson St Fl 3	Enrollment Date:	10/09/2009
Waxahachie, TX 75165-3745		

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The Texas Association of Counties County Investment Academy and its continuing education requisites exceed the investment training for local government education education mandates as outlined in Section 2256.008 of the Public Funds Investment Act, revision effective September 1, 1998.

The requirements for the program are 15 hours required, 5 outside hours allowed and a max of 5 hours can be carried forward.

1/1/19	Excess hours carried from 2018	5.00
4/18/19	47th Annual County Treasurers' Continuing Education	4.50
6/5/19	2019 Conference of the County Investment Academy	15.00

<b>Total TAC Hours for year:</b>	<b>20.00</b>
<b>Applicable Outside Hours:</b>	<b>4.50</b>
<b>Total Hours for year:</b>	<b>24.50</b>

You have completed your program.

You have met your 2019 annual County Investment Academy education requirement.

You may carry forward 5.00 hours to the next reporting period.

**TEXAS ASSOCIATION OF COUNTIES  
COUNTY TREASURERS' ASSOCIATION OF TEXAS  
CONTINUING EDUCATION**

**Reporting Period: 01/01/2019 - 12/31/2019**

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**Hon. Cheryl Chambers**

Treasurer

Ellis County

109 S Jackson St Fl 3

Waxahachie, TX 75165-3745

ID: 203163

Phone: (972) 825-5127

Fax: (972) 825-5129

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The requirements for the program are 20 hours of continuing education annually, at least 10 of which must be taken at an accredited public institution of higher education. The remaining required hours must be certified by an accredited public institution of higher education. A maximum of 10 hours can be carried forward to the next period.

1/1/19	Excess hours carried from 2018	10.00
4/18/19	47th Annual County Treasurers' Continuing Education	18.00
6/5/19	2019 Conference of the County Investment Academy	15.00

**Total Accredited Hours: 28.00**

**Total Outside Hours: 15.00**

**Total Hours for Year: 43.00**

**You have completed your program.**

You have met your 2019 County Treasurers' Association of Texas education requirement.

You may carry forward 10.00 hours to the next reporting period.

# TEXAS ASSOCIATION OF COUNTIES

## PUBLIC FUNDS INVESTMENT ACT CONTINUING EDUCATION

Reporting Period: 1/1/19 - 12/31/20

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Hon. Cheryl Chambers

Treasurer

Ellis County

109 S Jackson St Fl 3

Waxahachie, TX 75165-3745

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The requirements for the program are 10 hours of continuing education every 2 years. No hours may be carried forward to the next period.

4/18/19	47th Annual County Treasurers' Continuing Education	4.50
6/5/19	2019 Conference of the County Investment Academy	15.00

**Total Hours for Period: 19.50**

**You have completed your program.**

You have met your 2019 - 2020 Public Funds Investment Act education requirement.

A5



# FINANCIAL MEMO

**SUBJECT:** Ellis County CSCD Budget

**MEETING DATE:** Tuesday, August 13, 2018

**DEPARTMENT:** Auditors Department

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

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**FINANCIAL SUMMARY:** The Budget for CSCD (Adult Probation) Board are included in your packets. The Budget is required by local government code sec 140.004. (d). The code states that we are required to submit the Budget to be recorded in the minutes. Attached is the Budget to comply with the code. Please let me know if you have any question of comments. The Budget will be submitted to the State for final approval.

**BUDGET IS FINALIZED - CANNOT BE EDITED**  
**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**INITAL BUDGET - 2020/2021 BIENNIUM**  
**DATE RECEIVED: 8/2/2019**

APPROVED BY: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_  
 Nancy Espinoza, TDCJ-CJAD Budget Director

<b>CSCD:</b> Ellis	<b>Program:</b> 900 - Basic Supervision	<b>Funding Type:</b> BS	<b>Other Funding Type:</b>	<b>Current Status:</b> Finalized	<b>Status Date:</b> 8/2/2019
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<b>FISCAL YEARS:</b>	<b>2020</b>	<b>2021</b>
<b>REVENUE:</b>		
TDCJ Funding	\$ 475,530	\$ 475,530
SAFPF Payments (Basic Supervision Only)	\$ 10,000	\$ 10,000
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 1,200,000	\$ 1,200,000
Payments By Program Participants	\$ 125,000	\$ 125,000
Interest Income (Basic Supervision Only)	\$ 10,000	\$ 10,000
Carry Over from Previous Fiscal Year	\$ 850,000	\$ 850,000
Other Revenue	\$ 2,000	\$ 2,000
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ -1,440
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	<b>\$ 2,672,530</b>	<b>\$ 2,671,090</b>
<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 1,571,549	\$ 1,644,822
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 15,800	\$ 15,800
Contract Services for Offenders	\$ 97,460	\$ 97,460
Professional Fees	\$ 65,145	\$ 60,145
Supplies & Operating Expenses	\$ 913,576	\$ 843,863
Facilities	\$ 0	\$ 0
Utilities	\$ 3,000	\$ 3,000
Equipment	\$ 6,000	\$ 6,000
<b>TOTAL EXPENDITURES:</b>	<b>\$ 2,672,530</b>	<b>\$ 2,671,090</b>

**Section 2 - Payments By Program Participants**

GRAND TOTALS FY1: \$125,000 FY2: \$125,000

Payment Source	Fiscal Year 1	Fiscal Year 2	Audit Date
URINALYSIS	60,000	60,000	7/9/2019
SASSI ASSESSMENTS	1,000	1,000	7/9/2019
TRANSFER IN/OUT	64,000	64,000	7/9/2019

**Section 3 - Other Revenue**

GRAND TOTALS FY1: \$2,000 FY2: \$2,000

Revenue Source	Fiscal Year 1	Fiscal Year 2	Audit Date
WELFARE FRAUD RESTITUTION [HHSC]	2,000	2,000	7/22/2019

**Section 4 - Basic Supervision Interfund Transfers**

GRAND TOTALS FY1: \$0 FY2: (\$1,440)

Transfer From	Transfer To	Fiscal Year 1	Fiscal Year 2	Audit Date
900 - BS - Basic Supervis	18 - DP - High Risk Casel		-1,440	7/22/2019

**Section 6 - Full Time Salaries**

GRAND TOTALS FY1: \$1,320,740 FY2: \$1,382,320

Position Title	% Time	Fiscal Year 1	Fiscal Year 2	Audit Date
Adm. Support (Clerical)	100	38,000	38,000	7/10/2019
Adm. Support (Clerical)	100	38,000	38,000	7/10/2019
Bilingual	Not Specified	3,600	3,600	7/29/2019
Budget/Fiscal Director/Manager	100	56,000	58,000	7/9/2019
CSCD Assist/Deputy Director	100	74,000	76,000	7/9/2019
CSCD Director	100	92,500	92,500	7/9/2019
CSO I - Entry Level	100	45,000	46,000	7/10/2019
CSO I - Entry Level	100	45,000	46,000	7/10/2019
CSO I - Entry Level	100	40,000	44,000	7/10/2019
CSO I - Entry Level	100	40,000	44,000	7/10/2019
CSO I - Entry Level	100	40,000	44,000	7/10/2019
CSO I - Entry Level	100	38,000	40,000	7/10/2019
CSO II	100	46,000	47,000	7/10/2019
CSO II	100	46,000	47,000	7/10/2019
CSO II	100	49,000	50,000	7/11/2019
CSO III	100	56,000	56,000	7/10/2019
CSO III	100	53,000	54,000	7/10/2019
CSO IV	100	66,000	68,000	7/10/2019
Hazardous Duty	Not Specified	9,600	9,600	7/11/2019
Longevity Pay	Not Specified	5,220	5,220	7/11/2019
Merit Pay	Not Specified	8,820	38,400	7/11/2019
Office Manager	100	56,000	56,000	7/9/2019
Program Supervisor	100	61,000	63,000	7/10/2019
Program Supervisor	100	65,000	68,000	7/9/2019
Program Supervisor	100	61,000	63,000	7/9/2019
Technician	100	44,000	45,000	7/10/2019
Technician	100	43,000	44,000	7/10/2019

Technician	100	54,000	54,000	7/10/2019
Technician	100	47,000	48,000	7/10/2019

## Section 8 - Fringe Benefits

GRAND TOTALS FY1: \$250,809 FY2: \$262,502

Benefit	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
FICA/SS	.0765	101,037	105,747	7/11/2019
RETIREMENT	.1129	149,112	166,064	7/11/2019
UNEMPLOYMENT	.0005	660	691	7/11/2019

## Section 9 - Travel/Furnished Transportation

GRAND TOTALS FY1: \$15,800 FY2: \$15,800

Travel Item	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
AUTO GAS [FIELD/TRAINING]	APPROX \$300/MO	3,600	3,600	7/29/2019
INSPECTION/REGISTRATION	VEHICLE INSPEC	200	200	7/11/2019
TRAVEL [TRAINING-LODGING/PARKING]	30 STAFF@ \$400	12,000	12,000	7/29/2019

## Section 10 - Contract Services for Offenders

GRAND TOTALS FY1: \$97,460 FY2: \$97,460

Provider Name	Type of Service	Qty	Unit	Rate	Fiscal Year 1	Fiscal Year 2	Audit Date
CIMA	CSR Insurance	72	each	11.00	824	824	7/11/2019
DISA GLOBAL SOLUTIONS, INC	Urinalysis Confirmation	1,353	test	12.00	16,236	16,236	7/11/2019
EXPERTOX INC	Hair Follicle Testing	213	test	45.00	9,600	9,600	7/11/2019
THE POLO GROUP	Substance Abuse - Assessments	746	each	45.00	33,600	33,600	7/11/2019
THE POLO GROUP [IOP]	Counseling - Substance Abuse - Group	52	session	645.00	33,600	33,600	7/11/2019
THE POLO GROUP [MRT]	Counseling - Substance Abuse - Group	10	session	375.00	3,600	3,600	7/12/2019

## Section 11 - Professional Fees

GRAND TOTALS FY1: \$65,145 FY2: \$60,145

Professional Fee	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
ADVANTAGE MEDICAL CLINIC	2 NEW EMP X \$40	80	80	7/11/2019
ADVANTAGE MEDICAL CLINIC	[2] PSY EVALS	400	400	7/11/2019
CNA SURITY [SURETY BOND]	\$5K EA EMPL	346	346	7/11/2019
CORRECTIONS SOFTWARE SOLUTIONS	MONTHLY @\$2,388	28,666	28,666	7/11/2019
EXTERNAL AUDIT	ANNUAL	3,750	3,750	7/11/2019
FISCAL SERVICE FEE	FUNDING X .0075	3,666	3,666	7/11/2019
LEGAL FEES	AS NEEDED	10,000	5,000	7/11/2019
SHRED IT [SHREDDING SVC]	6 X \$65	390	390	7/11/2019
TAC [LIAB/PP] INSURANCE	ANNUAL	11,957	11,957	7/11/2019
TRAINING/EDU [TRAINING REGISTRATION]	30 EMPLX200 REG	6,000	6,000	7/29/2019

**Section 12 - Supplies & Operating Expenses**

GRAND TOTALS FY1: \$913,576 FY2: \$843,863

Supply/Expense	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
BREATHALYZER SUPPLIES	\$84 X 4X'S/YR	336	336	7/12/2019
CLOTHING FOR IDENTIFICATION	\$100 X 30 EMPL	3,000	3,000	7/12/2019
COMPUTER SUPPLIES/SOFTWARE	CABLES/MS PKG	500	500	7/12/2019
COPIER SUPPLIES/SVC	\$818.09 X 12	9,817	9,817	7/12/2019
CSR SUPPLIES [WATER/ICE/FIRST AID]	\$83/MO	1,000	1,000	7/12/2019
OFFICE SUPPLIES [PENS, PAPER, FOLDERS]	Not Specified	6,000	6,000	7/12/2019
POSTAGE	CO METER-ANNUAL	6,000	6,000	7/12/2019
PRINTING CT FORMS, ENV, BUS CARDS	Not Specified	3,500	3,500	7/12/2019
SASSI ASSESSMENT MATERIALS	5@\$190	950	950	7/12/2019
UA SUPPLIES [CUPS, STRIPS]	\$2,500/MO	30,000	30,000	7/12/2019
UNBUDGETED EXPENDITURES	Not Specified	852,473	782,760	7/25/2019

**Section 14 - Utilities**

GRAND TOTALS FY1: \$3,000 FY2: \$3,000

Utility	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
LONG DISTANCE PHONE	\$250 X 12 MOS	3,000	3,000	7/12/2019

**Section 15 - Equipment**

GRAND TOTALS FY1: \$6,000 FY2: \$6,000

Equipment Item	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date
CPU'S FOR NEW EMPL	2 @ \$761	1,522	1,522	7/17/2019
LAPTOP [NEW COURT]	1 @ \$1,000	1,000	1,000	7/12/2019
PRINTER [TRANSFER UNIT]	2 @ APPROX \$223	447	447	7/12/2019
REPLACEMENT MONITORS	10@ APPROX \$160	1,600	1,600	7/12/2019
REPLACEMENT SCANNERS [BARS]	10@APPR \$90-100	1,000	1,000	7/29/2019
SCANNER [NEW COURT]	1 @ 431	431	431	7/12/2019

**Section 16 - Vehicle Inventory**

Make	Model	VIN	Year	Mileage	Audit Date
FORD	F-150 XLT	1FTEW1C82GKD58341	2016	15209	7/12/2019
FORD	EXPLORER XLT	1FM5K7088GGC07224	2016	24279	7/12/2019
FORD	EXPLORER XLT	1FM5K7088GGC07225	2016	23749	7/12/2019
FORD	SUV	1FM5K7B83KGA40607	2019	264	7/17/2019
FORD	SUV	1FM5K7B85KGA51253	2019	158	7/17/2019
FORD	SUV	1FM5K7B8XKGA71837	2019	584	7/17/2019

**Section 17 - County Contribution**

Approximate space provided by County at no cost to this program for 2020 (Square Footage):

0
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Approximate cost of space provided by County to this program (Per Year):

0
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GRAND TOTALS FY1: \$0 FY2: \$0 FY3: \$0

Fiscal Year	Item	Approximate Cost	Audit Date
2019	WAXAHACHIE OFFICE SPACE [8,455 SQ FT] OWNED BY CO		7/12/2019

Fiscal Year	Item	Approximate Cost	Audit Date
2020	WAXAHACHIE OFFICE SPACE [8,455 SQ FT] OWNED BY CO		7/12/2019

Fiscal Year	Item	Approximate Cost	Audit Date
2021	WAXAHACHIE OFFICE SPACE [8,455 SQ FT] OWNED BY CO		7/12/2019

**Section 19 - Justifications for Specific Items**

CONTRACTED SERVICES

CIMA

CSR INSURANCE

COVERS 72 VOLUNTEERS [PER EVENT] AT THE COST OF APPROXIMATELY \$11 EACH VOLUNTEER

DISA GLOBAL SOLUTIONS, INC

URINALYSIS CONFIRMATION

PANEL 2 [1ST CONFIRMATION] = \$12

ADDITIONAL CONFIRMATIONS = \$18

ETG ADDON = \$18

EXPERTOX INC

HAIR FOLLICLE TESTING

5 PANEL DRUG SCREEN [HAIR/NAIL] - 1ST CONFIRMATION = \$45

ETG [HAIR] = \$75

ADDT'L CONFIRMATIONS = \$25

THE POLO GROUP

SUBSTANCE ABUSE - ASSESSMENTS

SUBSTANCE ABUSE ASSESSMENTS ARE ORDERED BY THE COURT FOR ALL FELONY CHARGES

\$45 PER ASSESSMENT

THE POLO GROUP [IOP]

COUNSELING - SUBSTANCE ABUSE GROUP

PHASE I = \$645

PHASE II = \$585

\$35 X IND SESSION AND \$15 X GROUP/HR

NOTE: ALL PARTICIPANTS SEEKING FINANCIAL ASSISTANCE MUST COMPLETE WITH THEIR CSO A FINANCIAL PROFILE [ENTERED IN THE CASE FILE]. IN ADDITION, EACH PARTICIPANT MUST SIGN AN FINANCIAL ASSISTANCE CONTRACT AND AGREE TO THE CONDITIONS OF THE FINANCIAL ASSISTANCE.

THE POLO GROUP [MRT]

COUNSELING - SUBSTANCE ABUSE GROUP

MRT ADDRESSES BELIEFS AND REASONING. IT IS A SYSTEMATIC, STEP BY STEP GROUP COUNSELING TREATMENT APPROACH.

15 SESSIONS @ \$25 PER SESSION

VEHICLE INVENTORY

VEHICLES DISPOSED IN FY'19 NOT MENTIONED IN FY'19 BUD ADJ#2

[ELLIS COUNTY SOLD IN COUNTY AUCTION-AFTER OFFERED TO ALL CSCD'S]

2002 FORD CROWN VICTORIA VIN 2FAFP71W02X154669 = SOLD \$855 [MAY 16, 2019]

2002 FORD CROWN VICTORIA VIN 2FAFP71W92X154668 = SOLD \$965 [MAY 16, 2019]

ENTERPRISE FLEET MANAGEMENT - LEASED VEHICLES

YEAR	MAKE	MODEL	VIN#	YEAR LEASED	60 MONTH PRE-PAYMENT
2016	Ford	F-150 XLT	1FTEW1C82GKD58341	11/24/2015	60 X 474.77 = \$28,486.20
2016	Ford	Explorer XLT	1FM5K7086GGC07224	11/24/2015	60 X 485.12 = \$29,107.20
2016	Ford	Explorer XLT	1FM5K7088GGC07225	11/24/2015	60 X 485.12 = \$29,107.20

ENTERPRISE FLEET MANAGEMENT - OPEN END [EQUITY] LEASE [TRANSACTION IN FY'19 PER BUDGET ADJUSTMENT #2]

YEAR	MAKE	MODEL	VIN#	CAPITALIZED VEHICLE PRICE
2019	FORD	SUV	1FM5K7B83KGA40607	7/3/2019 \$27,975.00
2019	FORD	SUV	1FM5K7B85KGA51253	7/3/2019 \$27,975.00
2019	FORD	SUV	1FM5K7B85KGA51253	7/3/2019 \$27,975.00



**BUDGET IS FINALIZED - CANNOT BE EDITED**  
**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**INITAL BUDGET - 2020/2021 BIENNIUM**  
**DATE RECEIVED: 8/2/2019**

APPROVED BY: \_\_\_\_\_  
 Nancy Espinoza, TDCJ-CJAD Budget Director

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

<b>CSCD:</b> Ellis	<b>Program:</b> 5 - Specialized Caseload MI/MR	<b>Funding Type:</b> CCP	<b>Other Funding Type:</b>	<b>Current Status:</b> Finalized	<b>Status Date:</b> 8/2/2019
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<b>FISCAL YEARS:</b>	2020	2021
<b>REVENUE:</b>		
TDCJ Funding	\$ 47,596	\$ 51,475
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	\$ 47,596	\$ 51,475
<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 47,596	\$ 51,475
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 0	\$ 0
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 0	\$ 0
Supplies & Operating Expenses	\$ 0	\$ 0
Facilities	\$ 0	\$ 0
Utilities	\$ 0	\$ 0
Equipment	\$ 0	\$ 0
<b>TOTAL EXPENDITURES:</b>	\$ 47,596	\$ 51,475

**Section 6 - Full Time Salaries**

GRAND TOTALS		FY1:	\$40,000	FY2:	\$43,260
Position Title	% Time	Fiscal Year 1	Fiscal Year 2	Audit Date	
CSO I - Entry Level	100	40,000	42,000	7/22/2019	
Merit Pay	ONE-TIME		1,260	7/22/2019	

**Section 8 - Fringe Benefits**

GRAND TOTALS		FY1:	\$7,596	FY2:	\$8,215
Benefit	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date	
FICA/SS	.0765	3,060	3,309	7/22/2019	
RETIREMENT	.1129	4,516	4,884	7/22/2019	
UNEMPLOYMENT	.0005	20	22	7/22/2019	

**BUDGET IS FINALIZED - CANNOT BE EDITED**  
**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**INITAL BUDGET - 2020/2021 BIENNIUM**  
**DATE RECEIVED: 8/2/2019**

APPROVED BY: \_\_\_\_\_  
 Nancy Espinoza, TDCJ-CJAD Budget Director

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

<b>CSCD:</b> Ellis	<b>Program:</b> 6 - Specialized Caseload Sex Offender	<b>Funding Type:</b> CCP	<b>Other Funding Type:</b>	<b>Current Status:</b> Finalized	<b>Status Date:</b> 8/2/2019
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<b>FISCAL YEARS:</b>	2020	2021
<b>REVENUE:</b>		
TDCJ Funding	\$ 54,735	\$ 57,602
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	\$ 54,735	\$ 57,602
<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 54,735	\$ 57,602
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 0	\$ 0
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 0	\$ 0
Supplies & Operating Expenses	\$ 0	\$ 0
Facilities	\$ 0	\$ 0
Utilities	\$ 0	\$ 0
Equipment	\$ 0	\$ 0
<b>TOTAL EXPENDITURES:</b>	\$ 54,735	\$ 57,602



**BUDGET IS FINALIZED - CANNOT BE EDITED**  
**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**INITIAL BUDGET - 2020/2021 BIENNIUM**  
**DATE RECEIVED: 8/2/2019**

APPROVED BY: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_  
 Nancy Espinoza, TDCJ-CJAD Budget Director

<b>CSCD:</b> Ellis	<b>Program:</b> 9 - Specialized Caseload Intensive Supervision	<b>Funding Type:</b> CCP	<b>Other Funding Type:</b>	<b>Current Status:</b> Finalized	<b>Status Date:</b> 8/2/2019
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<b>FISCAL YEARS:</b>	2020	2021
<b>REVENUE:</b>		
TDCJ Funding	\$ 150,187	\$ 143,440
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	\$ 150,187	\$ 143,440
<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 120,656	\$ 126,641
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 0	\$ 0
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 1,894	\$ 1,894
Supplies & Operating Expenses	\$ 27,637	\$ 14,905
Facilities	\$ 0	\$ 0
Utilities	\$ 0	\$ 0
Equipment	\$ 0	\$ 0
<b>TOTAL EXPENDITURES:</b>	\$ 150,187	\$ 143,440

**Section 6 - Full Time Salaries**

GRAND TOTALS		FY1:	\$101,400	FY2:	\$106,430
Position Title	% Time	Fiscal Year 1	Fiscal Year 2	Audit Date	
CSO II	100	49,000	50,000	7/22/2019	
CSO II	100	50,000	51,000	7/22/2019	
Hazardous Duty	\$100/MO	2,400	2,400	7/22/2019	
Merit Pay	ONE-TIME		3,030	7/22/2019	

**Section 8 - Fringe Benefits**

GRAND TOTALS		FY1:	\$19,256	FY2:	\$20,211
Benefit	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date	
FICA/SS	.0765	7,757	8,142	7/22/2019	
RETIREMENT	.1129	11,448	12,016	7/22/2019	
UNEMPLOYMENT	.0005	51	53	7/22/2019	

**Section 11 - Professional Fees**

GRAND TOTALS		FY1:	\$1,894	FY2:	\$1,894
Professional Fee	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date	
FISCAL SERVICE FEE	.0075	1,894	1,894	7/22/2019	

**Section 12 - Supplies & Operating Expenses**

GRAND TOTALS		FY1:	\$27,637	FY2:	\$14,905
Supply/Expense	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date	
URINALYSIS/HAIR TEST SUPPLIES	Not Specified	27,637	14,905	7/22/2019	

**BUDGET IS FINALIZED - CANNOT BE EDITED**  
**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**INITAL BUDGET - 2020/2021 BIENNIUM**  
**DATE RECEIVED: 8/2/2019**

APPROVED BY: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_  
 Nancy Espinoza, TDCJ-CJAD Budget Director

<b>CSCD:</b> Ellis	<b>Program:</b> 18 - High Risk Caseload	<b>Funding Type:</b> DP	<b>Other Funding Type:</b>	<b>Current Status:</b> Finalized	<b>Status Date:</b> 8/2/2019
-----------------------	--	----------------------------	----------------------------	-------------------------------------	---------------------------------

<b>FISCAL YEARS:</b>	2020	2021
<b>REVENUE:</b>		
TDCJ Funding	\$ 60,000	\$ 60,000
SAPPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 1,440
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	\$ 60,000	\$ 61,440
<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 55,926	\$ 58,555
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 0	\$ 0
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 450	\$ 450
Supplies & Operating Expenses	\$ 3,624	\$ 2,435
Facilities	\$ 0	\$ 0
Utilities	\$ 0	\$ 0
Equipment	\$ 0	\$ 0
<b>TOTAL EXPENDITURES:</b>	\$ 60,000	\$ 61,440

**Section 4 - Basic Supervision Interfund Transfers**

<b>GRAND TOTALS</b>		FY1:	\$0	FY2:	\$1,440
Transfer From	Transfer To	Fiscal Year 1	Fiscal Year 2	Audit Date	
900 - BS - Basic Supervis	18 - DP - High Risk Casel		1,440	7/22/2019	

**Section 6 - Full Time Salaries**

<b>GRAND TOTALS</b>		FY1:	\$47,000	FY2:	\$49,440
Position Title	% Time	Fiscal Year 1	Fiscal Year 2	Audit Date	
CSO II	100	47,000	48,000	7/22/2019	
Merit Pay	100		1,440	7/22/2019	

**Section 8 - Fringe Benefits**

<b>GRAND TOTALS</b>		FY1:	\$8,926	FY2:	\$9,115
Benefit	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date	
FICA/SS	.0765	3,596	3,672	7/15/2019	
RETIREMENT	.1129	5,306	5,419	7/15/2019	
UNEMPLOYMENT	.0005	24	24	7/15/2019	

**Section 11 - Professional Fees**

<b>GRAND TOTALS</b>		FY1:	\$450	FY2:	\$450
Professional Fee	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date	
FISCAL SERVICE FEE	.0075	450	450	7/15/2019	

**Section 12 - Supplies & Operating Expenses**

<b>GRAND TOTALS</b>		FY1:	\$3,624	FY2:	\$2,435
Supply/Expense	Cost Basis	Fiscal Year 1	Fiscal Year 2	Audit Date	
DRUG TESTING SUPPLIES	Not Specified	3,624	2,435	7/22/2019	

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT  
July 2019

**Selected major activities since last report**

**Miles traveled: 1521**

- 07/1-5: Annual Leave/Vacation
- 07/8-10: Tri County Youth Ag Tour
  - 4<sup>th</sup> Annual tour.
  - Ellis County had 14 students attend. Each day is spent in a different county learning about various ag businesses.
- 07/11: District 8 4-H Recordbook Judging
  - 21 books in each division were submitted
  - 2 senior books advanced to state
- 07/12: Tri County Council Officer Retreat
  - 8 officers attended a joint officer retreat to learn more about officer roles, club meetings, and leadership
- 07/16-18: Baking Bootcamp
  - 35 students attended to learn more about baking and decorating
  - The last day was a tour at HEB and delivery to first responders of service project
- 07/17: Agent presented to Vice Chancellor about A Day in the Ring and District 8 4-H
- 07/24-25: Pinterest Camp
  - 15 students attended to participate in creating various projects
- 07/25: Agent presented social media presentation at United Way quarterly meeting
- 07/29-30: County Camp
  - 28 students attended to learn more about 6 different project areas (ag, livestock, shooting sports, stem, fashion, foods, leadership, and public speaking)
- 07/31: Agent attended Health Ambassador training to present Food Label presentation as part of the Path to the Plate portion of the program

**Educational Contacts**

**Educational Programming:**

Programs .....8  
 Participants.....100

**Educational Contacts:**

Site Visits 4-H.....4  
 Telephone.....354  
 Office Visits.....150  
 E-Mails.....465  
 Newsletter/Letters.....465  
 Faxes.....10

**Media Outreach:**

News Releases.....0  
 Website hits.....122  
 Social Media Contacts..... 38 posts on FB, 1887 follows (12,962 post reach), 12 on Instagram (356 follows)

**Major plans for next month**

- |                            |                            |
|----------------------------|----------------------------|
| • Fall Shows entry night   | • District 8 TCAAA Ag Tour |
| • 4-H Awards Banquet       | • LAB Meeting              |
| • Club Officer Workshop    | • County Council           |
| • TAE4-HA State Conference | • Club Manager Workshop    |

Name: Megan Parr  
 Title: County Extension Agent 4-H  
 Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis  
 Date:08/12/2019



**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT****Miles traveled: 436.8****Major activities since last report****July 2019**

- 7/11 District Record Book Judging (Robinson)- Served as judge in Senior Food & Nutrition, Fashion & Interior Design, and Theatre & Performing Arts at District 8 Record Book contest.
- 7/16-7/18 Baking Bootcamp (Waxahachie)- Worked with 4-H agent and office intern to provide leadership for 3-day baking camp. Camp included 2 days of in kitchen baking (youth made bread, sugar cookies, butter, whipped cream, and royal icing), a tour to HEB and delivering service project (homemade brownie mix) to local fire department. **37 participants**
- 7/22 Interviews for part-time secretary position (Waxahachie)-Conducted interviews with Ag and 4-H agents for secretary position. Selected applicant will start on August 1.
- 7/22 Mid-Year Review- Had mid-year review with DEA via Skype.
- 7/23-7/25 TEAFCS State Meeting (McKinney)- Attended state TEAFCS meeting in McKinney. While there attended TEAFCS Summer Board meeting, TEAFCS annual business meeting, and professional development workshops. Will serve on TEAFCS Executive Board as President elect for 2019-2020 year.
- 7/24-7/25 Pinterest Camp (Waxahachie)- Worked with 4-H agent and office intern to provide camp for Ellis county youth. Activities included cupcake decorating, epoxy marble coasters, pollinator education, string art, etc. **16 participants**
- 7/24 Cooking Well for Healthy Blood Pressure (Midlothian)- Presented 2<sup>nd</sup> class for cooking school series designed to help those concerned about high blood pressure and anyone who prepares meals for them. Class included a virtual grocery store tour with tips on how to shop in each section on the grocery store. **11 participants**

**Educational Programming**

Programs 3  
 Participants 64

**Educational Contacts**

Telephone 35  
 Office Visits 7  
 E-Mails 67  
 Newsletter/Letters 0

**Media Outreach:**

Website hits 189  
 News Releases  
 Facebook posts 8

**Major plans for next month**

8/3 Ferris ISD Back to School Fair  
 8/3 4-H Banquet  
 8/7 Mental Health First Aid Training  
 8/10 Manna House Back to School Fair  
 8/24 Cooking Well for Healthy Blood Pressure

**Liz Espie****Ellis**

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

**County**  
**8/1/19**  
**Date**



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

NAME: Mark Arnold

TITLE: County Extension Agent –  
Ag/Natural Resources

COUNTY: Ellis

MONTH: July 2019

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
8/2	Waxahachie Area- Pioneer Seed Crop Tour	21		
8/3	Italy Area-Producer Consultation	42		
8/8	Ennis Area-Producer Consultation	44		
8/10	Ennis Area-Tri County Youth Ag Tour	39		
8/11	Waxahachie-Waco Return-District 4-H Record Book Judging	142		
8/14	Waxahachie Area-Stillwater-OSU BIG 3 Judging	350		
8/15	Stillwater Area-OSU BIG 3 Judging	72		
8/16	Stillwater Area-OSU BIG 3 Judging	10		
8/17	Stillwater Area-OSU BIG 3 Judging	12		
8/18	Stillwater-Waxahachie OSU Big 3 Judging	341		
8/19	Waxahachie Area-Producer/Homeowner consultation	21		
8/23	Waxahachie Area-Homeowner consultation	6		
8/24	Waxahachie Area-Homeowner consultation	16		
8/27	Waxahachie-Galveston-TCAAA Annual Meeting/Professional	276		
8/31	Galveston-Waxahachie-TCAAA Annual Meeting/Professional Improvement Conference- Fall Stock Show Entry Night	278		
		1670		

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: 8/5/19 Signed: Mark Arnold

## EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

**Miles traveled: 1670**

### Selected major activities since last report

July 2019

- 7/2 Agent attended local Pioneer Seed Crops Tour, provided **2 CEU's** for TDA applicants.
- 7/3 Agent made farm visits and consultation Italy/Bardwell areas.
- 7/8, 9, 10 Agent assisted 4-H Agent with tour plans, logistics and programming for Tri-County 4-H Youth Ag Tour in conjunction with Hill, Johnson and Ellis Counties.
- 7/11 Agent attended District's 8 4-H Record Book Judging in Waco with 4-H, FCH Agents and 4-H volunteers.
- 7/14, 15, 16, 17, 18 Agent attended OSU Big 3 Livestock Judging Field Days with **5 Ellis County 4-H Livestock Judging Team Members**. 4-H members increased their evaluations and oral reason presentation skills in Beef, Sheep, Goat and Swine market breeding species.
- 7/19 Agent participated in Central District Judges and Commissioners Planning Meeting with Ellis County Judge Todd Little and Commissioner Lane Grayson. Conference is scheduled for November 6, 2019 in Waco.
- 7/22 Agent and staff conducted secretarial interviews for Part-Time Assistant. Ginny Sills of Waxahachie will be starting in this support position as of August 1, 2019. Agent and Professional staff conducted Mid-Year Review with Dr. Donald Kelm, District Extension Administrator.
- 7/24 Farm and home consultations in Waxahachie and Nash Areas.
- 7/25 Agent met with Master Gardener Board members to discuss upcoming programming and association business.
- 7/27, 28, 29, 30, 31 Agent attended Texas County Agricultural Agents Association (TCAAA) Annual Meeting and Professional Improvement Conference in Galveston. Educational tours, meetings and related seminars attended.
- 7/31 Agent assisted 4-H Agent with first of two Fall Major Show Entry Meetings to assist 4-H livestock project members entries to West Texas State Fair (Abilene), East Texas State Fair (Tyler), Tri-State Fair (Amarillo), Heart of Texas Fair (Waco) and the State Fair of Texas (Dallas).

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

### Educational Programming

Programs	8
Participants	340+

### Educational Contacts

Site Visits 4-H	6
Site Visits Ag	4
Telephone	553

MG/MN Telephone	53
Office Visits	28
E-Mails	298
Newsletter/Letters	532
E-Gardening Newsletters	1605

**Media Outreach:**

Website hits	298
News Releases	3
Facebook posts	3
MG/MN new releases	4
MG/MN magazine	4
MG TV/Radio	4

**Major plans for next month**

8-3	-Ellis County 4-H Awards Banquet-Waxahachie
8-5	-Fall Stock Show Entry Meeting-Waxahachie
8-12	-4-H Beef Project Workday-Waxahachie
8-13	-County Commissioners Court Interpretation-Waxahachie
8-14-16	-District Ag Agent In-Service Training-Valero, Tx
8-17	-Bardwell, Central High Volunteer Fire Dept. Benefit -Ennis
8-20	-District 8 In-Service Training-Waxahachie
8-22	Master Gardener Board Meeting-Waxahachie
8-24-25	Ellis County Beef Supporters Steer and Heifer Show-Waxahachie
8-27	TDA Private Applicator Training-Waxahachie
8-29	Leadership Advisory Board Meeting-Waxahachie

**Mark Arnold**

**Name**

**County Extension Agent – Ag/Natural Resources**

**Title**

**Ellis**

**County**

**8/5/19**

**Date**



ENDORSE HERE

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HC-2

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TEXAS ASSOCIATION *of* COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL

RECEIVED

AUG 12 2019

COUNTY JUDGE

**Fiscal Year 2018 Surplus Distributions  
Frequently Asked Questions**

**Q: What are Surplus Distributions?**

**A:** The Pool operates on a January to December fiscal year. Each year, our actuaries review our financial results, estimate Pool expenses for the coming year, and determine whether there is a surplus of revenue over claims, fixed expenses, and needed reserves. In years where there is a surplus, the HEBP Board of Directors has generally voted to return funds to Pool members.

**Q: Who is eligible for the surplus distribution?**

**A:** Any Pooled group that has been a member of TAC HEBP with medical coverage for at least one full fiscal year ending 12-31-2018 is eligible to receive a surplus distribution.

**Q: How is the amount of the distribution calculated?**

**A:** 25 percent of the distribution is based on length of membership since HEBP was founded on October 1, 2001. The remaining 75 percent is performance-based, depending on each group's contribution toward surplus over a three year period after claims over \$250,000 are removed.

**Q: Does this mean that the Pool has been charging too much or not enough?**

**A:** No, not at all. We use the best actuarial and underwriting methods available and set our rates to cover our expected costs and expenses with a small, actuarially determined, margin for unpredictable variances, but no one can predict exactly what claims will be in any given year. High claims over \$100,000 are always somewhat unpredictable. Many of the individual counties in our Pool are too small for their claims to be predicted with a high degree of statistical probability.

**Q: Do we have to renew our coverage in order to receive the distribution?**

**A:** No; however, if you leave the Pool and come back at a later time the longevity measurement period will start over.

**Q: We want to use this money to decrease dependent rates. Is that okay?**

**A:** The distribution belongs to the county or district and can be used as the county or district determines is best. However, we would issue a word of caution against substantially lowering the employee's dependent contributions. In the event the group is unable to subsidize dependent costs at the current levels in future years, your employees could be faced with a steep cost increase, even if overall rates don't change much. Employees need to be aware of this situation or they could face financial difficulties. Please contact your Employee Benefits Consultant if you wish to discuss this further.

**Q: Will we be getting a distribution next year?**

**A:** Counties should not rely on receiving a distribution each year. The Board of Directors reviews the financial performance of the Pool on an annual basis. If there is a surplus at the end of the 2019 fiscal year, the Board *may* elect to issue a distribution again.

RECEIVED  
AUG 15 2018  
COUNTY JUDGE

F1

ELLIS COUNTY BUDGET  
2019/2020 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-400030	FM1- Interlocal	\$53,717.20

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-508020	FM1- Purchase of Equipment	\$53,717.20

*[Handwritten Signature]*      8/12/19  
 Signature of Department Head      Date Signed

Road & Bridge Pct.1  
 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: DeVonda Spaulink 8/12/19



**CERTIFICATION OF ADDITIONAL REVENUE**

**Ellis County  
Auditors Department**

DATE: 8/12/19

The undersigned hereby certify to the commissioners court the receipt of revenue from a new source of revenue not anticipated before the adoption of the budget and not included in the budget for the fiscal year.

Additional Revenue Received

009-0602-400080 Interlocal \$53,717.20

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.0108.

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.

The undersigned hereby certifies that she is the County Auditor of the Ellis County, Texas.

Signed

  
Miykael Reeve, CGFO  
County Auditor

ELLIS COUNTY BUDGET  
2019/2020 LINE ITEM ADJUSTMENT

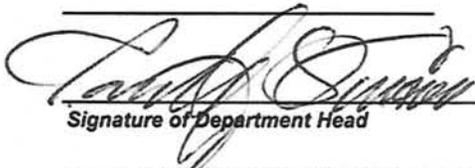
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-508070	FM1- Gen Misc.	\$40,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509110	FM1- Gravel	\$40,000.00



Signature of Department Head

8/16/19  
Date Signed

Road & Bridge Pct.1  
Department

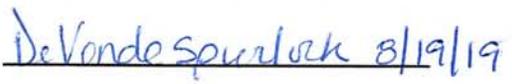
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

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:

  
DeVonde Spurluck 8/19/19

F3

ELLIS COUNTY BUDGET  
2019/2020 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509080	FM1- Lumber	\$10,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509060	FM1- Culverts	\$10,000.00

  
Signature of Department Head

8/16/19  
Date Signed

Road & Bridge Pct.1  
Department

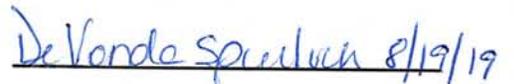
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

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:

  
DeVonda Spivey 8/19/19

F4

ELLIS COUNTY BUDGET  
2019/2020 LINE ITEM ADJUSTMENT

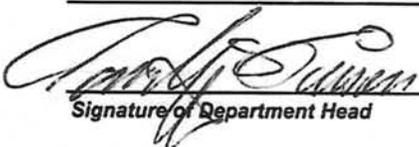
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509130	FM1- Chemicals	\$2,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509070	FM1- Tires	\$2,000.00

  
Signature of Department Head

8/16/19  
Date Signed

Road & Bridge Pct.1  
Department

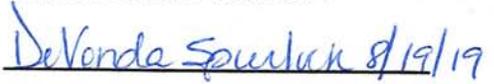
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

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:

  
DeVonda Spurlin 8/19/19

F5

ELLIS COUNTY BUDGET  
2019/2020 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
003-0601-508070	RB1- Gen Misc	\$1,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
003-0601-508050	RB1- Conf/Dues	\$1,000.00

*Conrad Sturges*      8/12/19  
 Signature of Department Head      Date Signed

Road & Bridge Pct.1  
 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:

DeVonda Spurlink 8/12/19

F6

ELLIS COUNTY BUDGET  
2018/19  
2009/2010 LINE ITEM ADJUSTMENT

RECEIVED

AUG 15 2019

ELLIS COUNTY  
AUDITOR

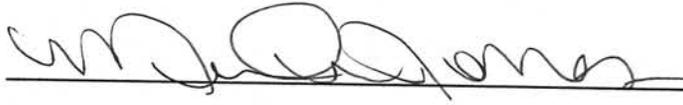
I am requesting that the Ellis County Commissioners' Court make necessary Line Item Adjustments to my  
2009/2010 Budget as follows:  
2018/2019

TRANSFER FROM:

ACCOUNT NO	ACCOUNT TITLE	AMOUNT
001-0614 - 508110	Auto Insurance	220 <sup>00</sup>
001-0614 - 508060	Bonds	350 <sup>00</sup>
001-0614 - 508050	Conference	700 <sup>00</sup>
001-0614 - 508020	Equip	940 <sup>00</sup>

TRANSFER TO:

ACCOUNT NO	ACCOUNT TITLE	AMOUNT
001-0614 - 508190	Computer	\$ 2090 <sup>00</sup>
001-0614 - 508100	Auto Tires	<del>2000</del> 2000 <sup>00</sup>
001-0614 - 507030	Telephone	\$ 100 <sup>00</sup>



SIGNATURE OF DEPARTMENT HEAD

CONSTABLE PRECINCT 4

DEPARTMENT

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009/2010 2019

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

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

Approved by County Auditor's Office: \_\_\_\_\_

RECEIVED

2011 AUG 1 AM 10:33

ELLIS COUNTY CONSTABLE  
PREDICT 4  
MIKE JONES

2011 AUG - 1 AM 10:33

F7

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED

AUG 16 2019

ELLIS COUNTY  
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-508880	Computer Service	\$2,500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-508330	Court Reporting	\$2,500.00

*[Handwritten Signature]*

8-15-19

*[Handwritten Initials]*

Signature of Department Head

Date Signed

Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018/2019

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\_\_\_\_\_

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

Approved by County Auditor's Office:

*DeVonde Spurlock 8/19/19*

F8

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-509120	FM2 BRIDGE REPAIRS	\$2,000.00

POSTED  
PCT2  
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-509090	FM2 REPAIRS PARTS	\$2,000.00

POSTED  
PCT2  
COMPUTER

Signature of Department Head

8/15/2019

Date Signed

Ellis Co. Commissioner, Pct. 2  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018/2019

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

Approved by County Auditor's Office:

DeVonda Spurluck 8/19/19

F9

ELLIS COUNTY BUDGET  
2018 - 2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018 - 2019 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50808	Auto Gas	\$900.00
001-0060-50809	Auto Repair	\$600.00
001-0060-50810	Auto Tires	\$300.00
001-0060-50873	Office Equip Maint Rps	\$300.00
<b>TOTAL</b>		<b>\$2,100.00</b>

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50801	Supplies	\$150.00
001-0060-50819	Computer	\$1,950.00
<b>TOTAL</b>		<b>\$2,100.00</b>

Digitally signed by Alberto Mares, AICP, DR  
Date: 2019.08.19 13:26:20 -05'00'

8/19/2019

Department of Development  
Department

Signature of Department Head

Date Signed

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

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

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County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

*DeVonde Spaulden 8/19/19*



F10

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line item adjustments to my 2018/2019 Budget as follows.

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001 - 0230-508900	CO Supply Room	\$ 1,700.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0230-508880	Computer Service	\$ 1,700.00

E. J. R.  
Signature of Department Head

8/12/19  
Date Signed

Purchasing  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018/2019.

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonda Spurluck 8/12/19

F11

RECEIVED

AUG 08 2019

ELLIS COUNTY AUDITOR

ELLIS COUNTY BUDGET  
2018-2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-50808-00000-000	Gas	\$400.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-50868-00000-000	EMC Contract Services (Copier)	\$400.00

Samantha Pickett  
Signature of Department Head

08.08.2019  
Date Signed

EMERGENCY MANAGEMENT  
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

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\_\_\_\_\_

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

Approved by County Auditor's Office:

De Vonde Spurlock 8/12/19



F12

ELLIS COUNTY BUDGET  
2012/2013 LINE ITEM ADJUSTMENT

RECEIVED

AUG 21 2019

ELLIS COUNTY  
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line item adjustments to my 2012/2013 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
5-001-0370-0801	SUPPLIES	\$3,000 <sup>00</sup>
001-0370-508010		

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
EQUIPMENT	5-001-0370-0802	\$3,000 <sup>00</sup>
	001-0370-508020	

*John W. Budget*  
Signature of Department Head  
8-19-19  
Date Signed

*Tax Office*  
Department

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

21 AUG 2019 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012/2013

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

Approved by County Auditor's Office:

*DeVonde Spurluck 8/21/19*



F13

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-303020	Fund Balance	727.83

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-508020	Equipment	727.83

RECEIVED

AUG 20 2019

Sheriff ELLIS COUNTY  
AUDITOR

  
Signature of Department Head

August 15, 2019  
Date Signed

Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018/2019

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:



F14

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED

AUG 21 2019

ELLIS COUNTY  
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-506030	Ammunition	\$ 49.50
001-0010-508030	Furniture	\$ 176.60
001-0010-508190	Computer	\$ 32.12
001-0010-508650	Pre-Empl Screening	\$ 866.29
001-0010-508700	Estray	\$ 1,000.00
001-0010-509010	K9 Supplies & Expenses	\$ 4,000.00
001-0010-509040	Animal Control	\$ 1,000.00
001-0010-509380	Warrant Reviews	\$ 2,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-507040	Pest Control	\$ 115.00
001-0010-508010	Supplies	\$ 3,208.72
001-0010-508070	Gen Misc	\$ 49.50
001-0010-508090	Auto Repairs	\$ 4,000.00
001-0010-508100	Auto Tires	\$ 751.29
001-0010-508890	Transport Expense	\$ 1,000.00

  
Signature of Department Head

August 20, 2019  
Date Signed

010 / SO  
Department

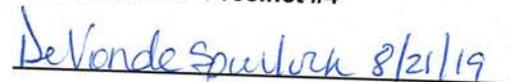
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

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

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

Approved by County Auditor's Office:

  
DeVonde Spaulock 8/21/19





F16

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0540-50805	CONFERENCE	\$600.00
001-0540-50602	STAFF TRAVEL	\$600.00
001-0540-50703	TELEPHONE	\$1,000.00
001-0540-50803	OFFICE FIXTURE/FURNITURE	\$350.00
001-0540-50806	OFFICIAL BOND	\$200.00
001-0540-50873	MAINTENANCE/RPS OFC EQUIPMENT	\$600.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0540-50601	TRAVEL REIMBURSEMENT	\$600.00
001-0540-50802	EQUIPMENT	\$600.00
001-0540-50802	EQUIPMENT	\$1,000.00
001-0540-50801	SUPPLIES	\$350.00
001-0540-50802	EQUIPMENT	\$200.00
001-0540-50802	EQUIPMENT	\$600.00

  
Signature of Department Head

8/21/2019  
Date Signed

Justice of the Peace, Pct. 4  
Department

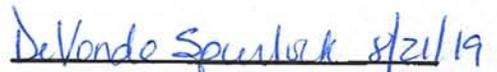
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018/2019

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

Approved by County Auditor's Office:



F17

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0035-508080	AUTO GAS/OIL	\$100.00
001-0035-506010	TRAVEL REIMBURSEMENT	\$500.00
001-0035-508010	SUPPLIES	\$10,000.00
001-0035-508050	CONFERENCE	\$3,500.00
001-0035-508680	CONTRACT SERVICES	\$4,500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0035-508840	AUTO INSURANCE	\$100.00
001-0035-508190	COMPUTER	\$18,500.00

*Kevin L. Crawford* 6.26.19 Information Technology  
 Signature of Department Head Date Signed Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018/2019

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

Approved by County Auditor's Office:

*DeVonde Spurlin* 8/19/19

F18

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0190-508020	EQUIPMENT	\$750.00
001-0190-508730	MAINT/RPS OFC EQUIP	\$750.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0190-508050	CONFERENCE	\$1,500.00

  
Signature of Department Head

8/20/2019  
Date Signed

378th District Court  
Department

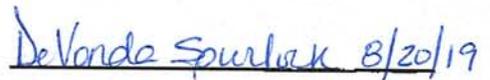
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

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

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

Approved by County Auditor's Office:

  
DeVonde Spurlin 8/20/19

F19

ELLIS COUNTY BUDGET  
2018-2019 LINE ITEM ADJUSTMENT

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

2018/2019

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001.0375.509330	Consultant	\$1,750.00
001. <sup>0375</sup> 3075.509330	Consultant	\$1,000.00
001.0375.509330	Consultant	\$1,300.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001.0375.508190	Computer	\$1,750.00
001.0375.506010	Travel Reimbursement	\$1,000.00
001.0375.50 <sup>8</sup> 5010	Supplies	\$1,300.00

*Frank Kel*  
Signature of Department Head

08/20/2019  
Date Signed

ENGINEERING  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018-2019

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

Approved by County Auditor's Office:

*DeVonde Spivey* 8/20/19

F20

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0520-508020	Equipment	\$ 1300.00
001-0520-508050	Conferences	\$ 500.00
001-0520-508740	Docket Books/Printing	\$ 200.00
001-0520-506020	Staff Travel	\$ 400.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0520-508010	Supplies	\$ 1970.00
001-0520-508730	Maint/Rps Office	\$ 430.00

  
Signature of Department Head

8/20/19  
Date Signed

  
Department

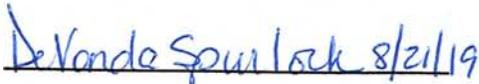
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018/2019

**RECEIVED**  
AUG 20 2019  
ELLIS COUNTY  
AUDITOR

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

Approved by County Auditor's Office:

  
DeVonda Spurr Lock 8/21/19

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F21

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0320-506010	TRAVEL REIMBURSEMENT	\$600.00
001-0320-507030	TELEPHONE	\$3,500.00
001-0320-508050	CONFERENCE	\$760.00
001-0320-508060	OFFICIAL BOND/DUES	\$1,000.00
001-0320-508730	MAINT/RPS OFC EQUIP	\$800.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0320-508010	SUPPLIES	\$6,660.00

RECEIVED

AUG 20 2019

ELLIS COUNTY  
AUDITOR

*[Handwritten Signature]*  
Signature of Department Head

August 20, 2019  
Date Signed

County Clerk  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018/2019

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

Approved by County Auditor's Office:

*[Handwritten Signature]* 8/21/19



F22

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

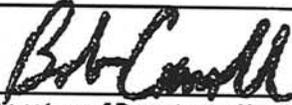
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0180-508020	EQUIPMENT	\$343.17
001-0180-508020	EQUIPMENT	\$200.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0180-506980	LAW BOOKS/DUES	\$343.17
001-0180-506010	TRAVEL REIMBURSEMENT	\$200.00

  
Signature of Department Head

08.21.19  
Date Signed

40th District Court  
Department

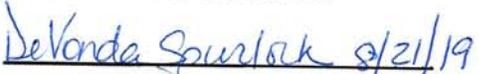
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

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

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\_\_\_\_\_

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

Approved by County Auditor's Office:

  
DeVonda Spurlink 8/21/19

F23

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-5208940	Secure Residential	85,100.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-508720	Audit	100.00
001-0420-508780	Juv Residential	75,000.00
001-0420-508750	Juv Psychologicals	10,000.00

on Behalf of Juv Board. Michael Rene Jamilo Sisk  
 Signature of Department Head Date Signed Department Audit.

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018/2019

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 \_\_\_\_\_

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

Approved by County Auditor's Office:

Michael Rene

TJJD BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED

AUG 22 2019

ELLIS COUNTY  
AUDITOR

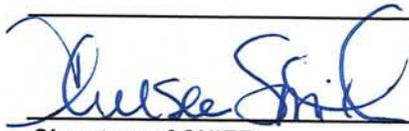
I am requesting that the Juvenile Board make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-508940	Secure residential	85,100.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-508720	Audit	100.00
001-0420-508780	Juv Residential	75,000.00
001-0420-508750	Juv-Psychologicals	10,000.00

  
Signature of CHIEF

8/15/19  
Date Signed

Juvenile Services  
Department

ELLIS JUVENILE BOARD FINDS THAT THIS TRANSFER OF FUNDS IS FOR JUVENILE PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS 21<sup>st</sup> DAY OF August, 2018/2019



JUVENILE BOARD CHAIR

Approved by County Auditor's Office:





**AGENDA ITEM NO. 1.1**  
Ellis County Commissioners' Court  
August 27, 2019



**SHORT TITLE:**

Replat of Tract 9A Whispering Meadows Addition  
Parcel ID No. 210307

**LEGAL CAPTION:**

**Consider and act upon a request to replat of Tract 9A Whispering Meadows Addition** to subdivide the property into two (2) lots for residential use. The property contains a total of ± 4.997 acres located on the northeast corner of Boyce and Wilson Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 1.



**APPLICANT:**

James and Neta Bledsoe



**PURPOSE:**

The applicant is requesting the replat of Tract 9A into two (2) lots to create an additional lot for residential development and use by the applicant's daughter.



**HISTORY:**

The Commissioners' Court approved the Whispering Meadows Addition Final Plat on October 31, 1988. Subsequent replats for various lots throughout the Whispering Meadows Addition have been approved by Court.

The City of Waxahachie approved this replat at its City Council meeting on June 17, 2019.



**OTHER RELEVANT INFORMATION:**

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on July 26, 2019, and the Waxahachie Daily Light beginning on July 28, August 7, and August 19, 2019. Staff mailed twenty (20) certified letters to surrounding property owners on July 26, 2019. To date, the department staff has not had any inquiries. All legal notification requirements have been met.

**Water Provider and Water Line Size:**

Rockett SUD has confirmed availability of service for this replat via a 4-inch line.

**Engineering Comments:**

No comments for purposes of submission for the staff report.



**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
3. Newspaper Notice



**RECOMMENDATION:**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



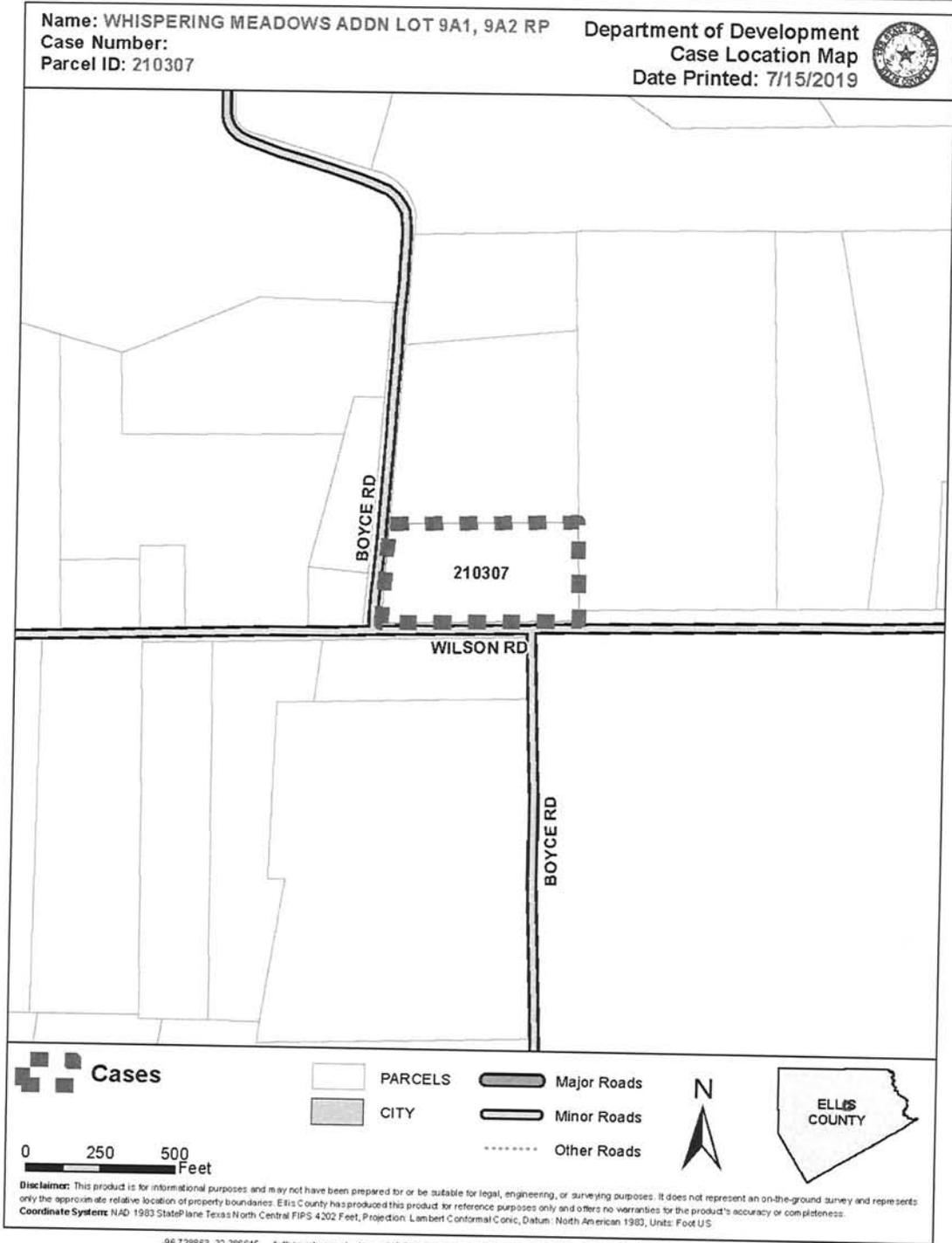
**APPROVED AND PRESENTED BY:**

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

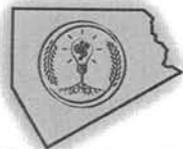




**ATTACHMENT NO. 1 – Location Map**







ATTACHMENT NO. 3 – Public Notice Ad - Waxahachie Daily Light

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**TO Be Published 3 Times**  
in the Waxahachie Daily  
Light on Sunday, July 28,  
Wednesday, August 7, and  
Sunday, August 18, 2019:

The Ellis County Commissioners' Court will consider and act upon an application for a replat of Tract 9A Whispering Meadows to subdivide the property into two (2) lots for residential use. The property contains a total of ± 4.997 acres of land located on the north east corner of Boyce Road and Wilson Road, located in the extra-territorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 1. The replat will be presented before the Commissioners' Court on Tuesday, August 27, 2019 at 2:00 PM on the second floor of the historic Ellis County Courthouse, 101 West Main Street, Waxahachie, TX. 75165. Please direct any questions to the Department of Development at 972-825-5200.

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**AGENDA ITEM NO. 1.2**  
Ellis County Commissioners Court  
August 27, 2019



**SHORT TITLE:**

Road frontage variance for Allen Family Estates, Lot 3, Block 1  
Parcel ID No. 147329

**LEGAL CAPTION:**

Consider & act upon a request to grant a one-time variance for Parcel ID No. 147329 from Section IV (B) (4 - Residential Lots) of the Subdivision Development Standards to allow up to two (2) lots without meeting the 150-foot road frontage minimum requirement. The overall property contains ± 4.83 acres of land located at 2431 Patrick Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 4.



**APPLICANT(S):**

Leslie Porterfield



**PURPOSE:**

The applicant wishes to replat this property into two (2) lots for residential use. However, before applying for a plat, a variance is required as the proposed replat would not meet the minimum road frontage requirement of 150 feet. The applicant's variance request that the newly created lot have a minimum road frontage of 90 feet. Please see the applicant's letter for additional information concerning this request (see Attachment No. 1).



**HISTORY:**

This subdivision, Allen Family Estates, was approved by the Commissioners' Court on October 2, 1981.



**OTHER RELEVANT INFORMATION:**

- Section VIII (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.*



5. *That the situation causing the hardship or difficulty is neither self-imposed or self-created.*

Section VIII (A) (1) (i) requires notice to be sent to property owners within 200 feet of the property with the requested variance at least fifteen (15) days before the meeting date. Staff sent out nine (9) notices via regular mail on August 2, 2019 to satisfy this requirement.



**ANALYSIS:**

Although the applicant has the minimum acreage required, the applicant is unable to adhere to the current road frontage guideline due to the current platted lot size and is unable to obtain additional road frontage, thereby meeting the criteria for granting a variance.

Currently, the lot has approximately 240 feet of road frontage. The applicant's proposal would create one (1) lot at 90 feet of road frontage and the other lot at 150 feet. Staff is uncomfortable supporting a lot frontage variance less than 100 feet. Staff's alternative proposal to the applicant entailed splitting both proposed lots to 120 feet each to ensure better odds of getting a variance approved; however, the applicant still prefers a 90-foot lot.



**RECOMMENDATION:**

Staff presents the following options for the Commissioners' Court for their consideration.

**Option A** – Grant the applicant's request to allow a road frontage variance on one (1) lot with a minimum lot frontage of 90 feet.

**Option B** – Follow staff's recommendation granting a road frontage variance on two (2) lots with minimum lot frontages of 120 feet each.

**Option C** – Deny the requested variance.

If the Commissioners' Court grants either Option A or Option B, staff recommends **approval** of this variance request to Section IV (B) (4) (Lots) of the Subdivision & Development Standards, subject to the following conditions:

- 1) An application for a subsequent replat shall be submitted for review that includes the road frontage width of either one (1) lot at 90 feet and the other meeting the minimum road frontage of 150 feet or two (2) lots at 120 feet (whichever is approved by Commissioners' Court).
- 2) Only one (1) habitable structure shall be allowed per lot.
- 3) No further subdivision or platting of this property shall occur.



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

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



**ATTACHMENTS:**

1. Applicant's Request Letter
2. Commissioners' Court Order for Option A One Lot Road Frontage Variance
3. Commissioners' Court Order for Option B Two Lot Road Frontage Variance
4. Exhibit A - Location Map

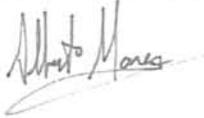


**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



**APPROVED AND PRESENTED BY:**



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



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

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**ATTACHMENT NO. 1 – REQUEST FROM APPLICANT**

Leslie Porterfield  
2421 Patrick Rd  
Waxahachie, TX 75167

July 23, 2019

To the Commissioner's Court of Ellis County:

I, Leslie Porterfield, respectfully request a one-time variance to allow the platting of one lot without meeting the minimum requirements of road frontage requirements of Ellis County. The proposed replat is of 3 Block 1 Allen Family Estates is 4.53 acres, with a width of 240 feet of frontage.

The proposed replat would divide one lot in the front of the tract, measuring 150 feet by 300 feet deep. The remaining property would then have 90 feet of frontage on Patrick Road, short of the requirement.

The purpose in this division is to sell the front lot to a family friend, enabling me to complete construction of my residence on the remaining acreage.

Please note that my property at 2421 Patrick Road is similarly divided, with only 30 feet of frontage on Patrick Road. My home on this property was lost in a catastrophic fire.

I ask that you please approve this variance request, for I have no other alternative remaining to make the lot wider, and this is conforming with plats in the area. I very much appreciate your consideration of this matter.

Sincerely,



**ATTACHMENT NO. 2 – DRAFT ORDER FOR OPTION A**

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

On this the 27<sup>th</sup> day of August 2019, 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 GRANT A ONE-TIME VARIANCE FOR PARCEL ID NO. 147329 FROM SECTION IV (B) (4 - RESIDENTIAL LOTS) OF THE SUBDIVISION DEVELOPMENT STANDARDS TO ALLOW ONE (1) LOT WITHOUT MEETING THE 150-FOOT ROAD FRONTAGE MINIMUM REQUIREMENT. THE OVERALL PROPERTY CONTAINS ± 4.83 ACRES OF LAND LOCATED AT 2431 PATRICK ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 4 WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “A”, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Commissioners’ Court of Ellis County, Texas, in compliance with the laws of the State of Texas and the orders of Ellis County, Texas, have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, 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. GRANTING OF A VARIANCE.**

The Commissioners’ Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and are set forth above are incorporated into the body of this order as if fully set forth herein and the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.



**SECTION 2. CONDITIONS OF APPROVAL.**

The variance for the above-described property is hereby granted a one-time variance from the Ellis County Rules Section IV (B) (4) for relief from the minimum road frontage requirement of 150 feet to allow a road frontage variance on one (1) lot with a minimum lot frontage of 90 feet with the following conditions:

- 1) An application for a subsequent replat shall be submitted for review that includes the road frontage width of one (1) lot at 90 feet and the other meeting the minimum road frontage of 150 feet.
- 2) Only one (1) habitable structure shall be allowed per lot.
- 3) No further subdivision or platting of this property shall occur.

**SECTION 3. CONFLICTS.**

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

**SECTION 4. SEVERABILITY CLAUSE**

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

**SECTION 5. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 27TH DAY OF AUGUST, 2019.**

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

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk



ATTACHMENT NO. 3 – DRAFT ORDER FOR OPTION B

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

On this the 27<sup>th</sup> day of August 2019, 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 GRANT A ONE-TIME VARIANCE FOR PARCEL ID NO. 147329 FROM SECTION IV (B) (4 - RESIDENTIAL LOTS) OF THE SUBDIVISION DEVELOPMENT STANDARDS TO ALLOW TWO (2) LOTS WITHOUT MEETING THE 150-FOOT ROAD FRONTAGE MINIMUM REQUIREMENT. THE OVERALL PROPERTY CONTAINS ± 4.83 ACRES OF LAND LOCATED AT 2431 PATRICK ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 4 WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “A”, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Commissioners’ Court of Ellis County, Texas, in compliance with the laws of the State of Texas and the orders of Ellis County, Texas, have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, 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. GRANTING OF A VARIANCE.**

The Commissioners’ Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and are set forth above are incorporated into the body of this order as if fully set forth herein and the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.



**SECTION 2. CONDITIONS OF APPROVAL.**

The variance for the above-described property is hereby granted a one-time variance from the Ellis County Rules Section IV (B) (4) for relief from the minimum road frontage requirement of 150 feet to allow a road frontage variance on two (2) lots with a minimum lot frontage of 120 feet each with the following conditions:

- 1) An application for a subsequent replat shall be submitted for review that includes the road frontage width of two (2) lots with minimum lot frontages of 120 feet each.
- 2) Only one (1) habitable structure shall be allowed per lot.
- 3) No further subdivision or platting of this property shall occur.

**SECTION 3. CONFLICTS.**

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

**SECTION 4. SEVERABILITY CLAUSE**

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

**SECTION 5. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 27TH DAY OF AUGUST, 2019.**

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

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

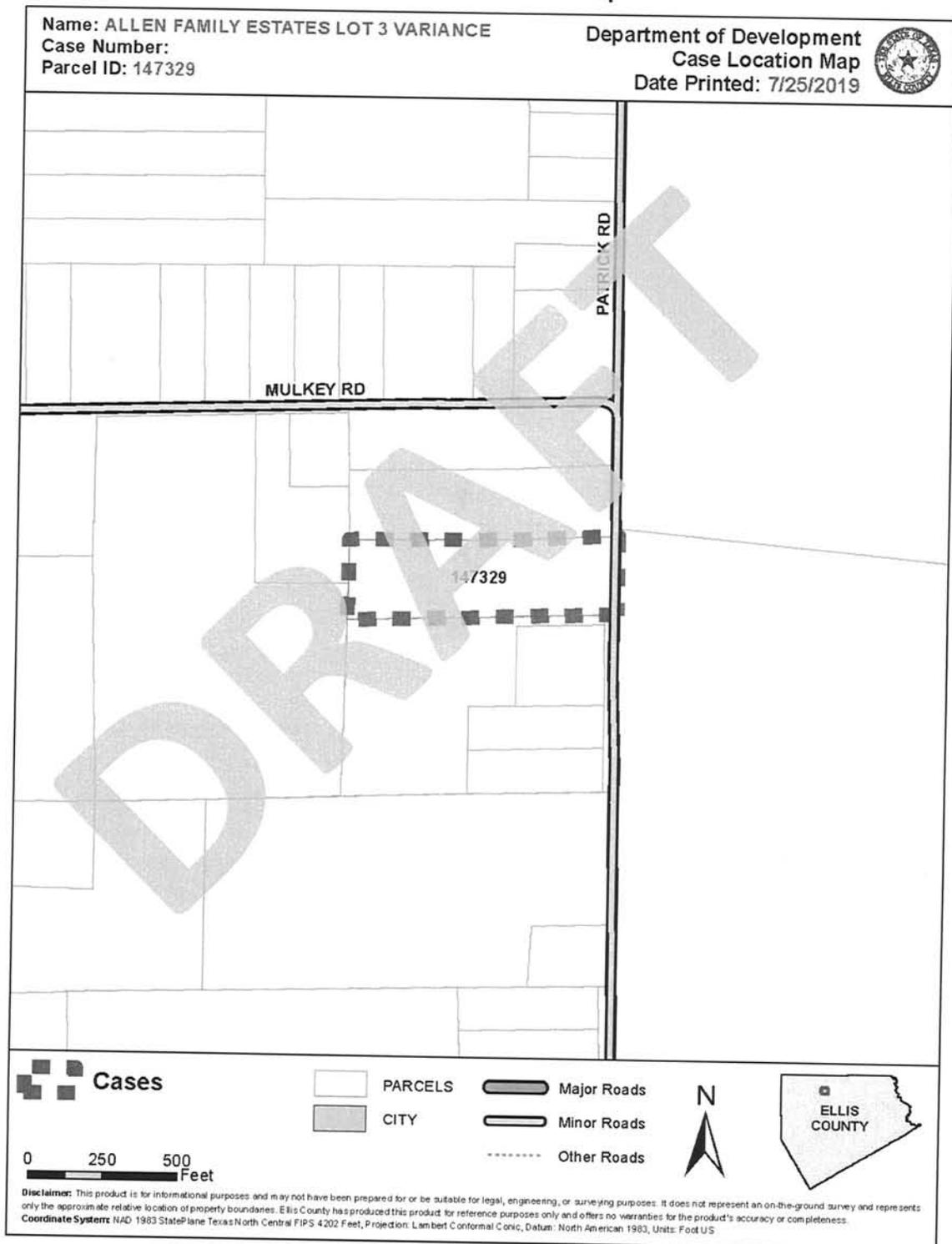
\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk



**Exhibit A - Location Map**



-96.866470 32.479384 Author: rebecca charles GIS@co.ellis.tx.us Date Printed: 7/25/2019 G:\GIS\Mapstemplates\Ellis County Layouts\11 DOD\000 Case Location.mxd



**AGENDA ITEM NO. 1.3**  
Ellis County Commissioners' Court  
August 27, 2019



**SHORT TITLE:**

Repeal Plat ETJ Agreement with City of Cedar Hill

**LEGAL CAPTION:**

**Consider and act upon a request to rescind Minute Order 84.02**, an interlocal agreement between Ellis County and the City of Cedar Hill, Texas on platting authority in their extraterritorial jurisdiction (ETJ), as there is no record of an ETJ in Ellis County.



**PURPOSE:**

Staff is requesting a repeal of an interlocal plat agreement between Ellis County and the City of Cedar Hill for the following two (2) reasons:

- There does not appear to be an executed agreement in place between both entities.
- Although the southern city limits of Cedar Hill extend into Ellis County, there is no extraterritorial jurisdiction (ETJ) within the boundaries of Ellis County.



**HISTORY:**

House Bill 1445, approved by the 77<sup>th</sup> Texas Legislature and effective September 1, 2001, required cities and counties to decide who would have platting authority in the ETJ. That bill set forth four (4) options under Chapter 242 of the Texas Local Government Code:

- City exclusive authority in the ETJ
- County exclusive authority in the ETJ
- Apportioning or dividing the ETJ between the entities
- Joint authority with one responsible office

The Commissioners' Court approved the Minute Order 84.02 on March 11, 2002, granting the County exclusive platting authority in Cedar Hill's ETJ. However, staff could not locate any copies of an executed agreement filed with the County Clerk's Office.

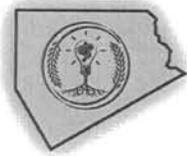


**OTHER RELEVANT INFORMATION:**

Currently, the County has active exclusive platting authority agreements with the following cities:

- Alma
- Bardwell
- Garrett
- Italy
- Mansfield
- Maypearl





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

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🌐: co.ellis.tx.us/dod

- Milford
- Oak Leaf
- Palmer
- Pecan Hill

Also, the County has active joint platting authority agreements with the following cities:

- Ennis
- Ferris
- Grand Prairie
- Midlothian
- Ovilla
- Red Oak
- Waxahachie

With recent changes in state law, staff is currently working with these seven (7) cities to amend the existing interlocal agreements on platting property in the ETJ that will make it more practical for both parties moving forward.



**ATTACHMENTS:**

1. Draft Order



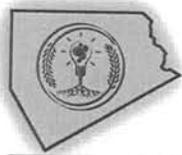
**RECOMMENDATION:**

Staff recommends approval of the request to repeal Minute Order 84.02, as presented.



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1 – DRAFT ORDER

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

On this the 27th day of August 2019, 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:**

- |  |  |
|--|--|
| <input type="checkbox"/> Randy Stinson, Commissioner, Pct. 1 | <input type="checkbox"/> Paul Perry, Commissioner, Pct. 3  |
| <input type="checkbox"/> Lane Grayson, Commissioner, Pct. 2  | <input type="checkbox"/> 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 REPEALING MINUTE ORDER 84.02, AN INTERLOCAL AGREEMENT BETWEEN ELLIS COUNTY AND THE CITY OF CEDAR HILL, TEXAS REGARDING PLATTING AUTHORITY IN THEIR EXTRATERRITORIAL JURISDICTION (ETJ) AS THERE IS NO RECORD OF AN ETJ IN ELLIS COUNTY., PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Ellis County and the City of Cedar Hill, Texas reportedly entered into an interlocal agreement for plat approval in the extraterritorial jurisdiction (ETJ) based on Chapter 242 of the Texas Local Government Code; and,

**WHEREAS**, Ellis County staff discovered that the City of Cedar Hill, Texas does not have any extraterritorial jurisdiction (ETJ) within the boundaries of Ellis County; and,

**WHEREAS**, there is no evidence of an executed or filed interlocal agreement based on Chapter 242 of the Texas Local Government Code between the City of Cedar Hill, Texas or Ellis County; and,

**WHEREAS**, Ellis County wishes to clean up its records to prevent any confusion in the future and only enforce the applicable agreements that are legally binding and have the full force of authority in compliance with the laws of the State of Texas and the other applicable orders of Ellis County, Texas; and,

**WHEREAS**, staff recommends that Minute Order 84.02 be immediately repealed in its entirety; and,



**DEPARTMENT OF DEVELOPMENT  
Ellis County**

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

**WHEREAS**, the Commissioners' Court of Ellis County, Texas have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, 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. REPEAL OF ORDER**

The Commissioners' Court hereby repeals Minute Order 84.02 in its entirety and finds only to enforce the applicable agreements that are legally binding and have the full force of authority in compliance with the laws of the State of Texas and the other applicable orders of Ellis County, Texas;

**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 immediately from and after the date of its passage, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 27<sup>TH</sup> DAY OF AUGUST, 2019.**

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

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk



**AGENDA ITEM NO. 1.4**  
Ellis County Commissioners' Court  
August 27, 2019



**SHORT TITLE:**

Repeal Plat ETJ Agreement with City of Cockrell Hill

**LEGAL CAPTION:**

**Consider and act upon a request to repeal Minute Order 120.02**, an interlocal agreement between Ellis County and the City of Cockrell Hill, Texas on platting authority in their extraterritorial jurisdiction (ETJ), as there is no record of an ETJ in Ellis County.



**PURPOSE:**

Staff is requesting a repeal of an interlocal plat agreement between Ellis County and the City of Cockrell Hill for the following two (2) reasons:

- There does not appear to be an executed agreement in place between both entities.
- Cockrell Hill is located in Dallas County and surrounded by the City of Dallas, and therefore cannot have an extraterritorial jurisdiction (ETJ) within the boundaries of Ellis County.



**HISTORY:**

House Bill 1445, approved by the 77<sup>th</sup> Texas Legislature and effective September 1, 2001, required cities and counties to decide who would have platting authority in the ETJ. That bill set forth four (4) options under Chapter 242 of the Texas Local Government Code:

- City exclusive authority in the ETJ
- County exclusive authority in the ETJ
- Apportioning or dividing the ETJ between the entities
- Joint authority with one responsible office

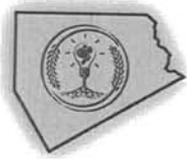
The Commissioners' Court approved the Minute Order 120.02 on March 25, 2002, to allow joint platting authority between the City and County in Cockrell Hill's ETJ and have the City serve as the "responsible office." However, staff could not locate any copies of an executed agreement filed with the County Clerk's Office.



**OTHER RELEVANT INFORMATION:**

Currently, the County has active exclusive platting authority agreements with the following cities:

- Alma
- Bardwell
- Garrett
- Italy
- Mansfield



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

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

- Maypearl
- Milford
- Oak Leaf
- Palmer
- Pecan Hill

Also, the County has active **joint** platting authority agreements with the following cities:

- Ennis
- Ferris
- Grand Prairie
- Midlothian
- Ovilla
- Red Oak
- Waxahachie

With recent changes in state law, staff is currently working with these seven (7) cities to amend the existing interlocal agreements on platting property in the ETJ that will make it more practical for both parties moving forward.



**ATTACHMENTS:**

1. Draft Order



**RECOMMENDATION:**

Staff recommends **approval** of the request to repeal Minute Order 120.02, as presented.



**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – DRAFT ORDER**

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

On this the 27th day of August 2019, 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:**

- |  |  |
|--|--|
| <input type="checkbox"/> Randy Stinson, Commissioner, Pct. 1 | <input type="checkbox"/> Paul Perry, Commissioner, Pct. 3  |
| <input type="checkbox"/> Lane Grayson, Commissioner, Pct. 2  | <input type="checkbox"/> 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 REPEALING MINUTE ORDER 120.02, AN INTERLOCAL AGREEMENT BETWEEN ELLIS COUNTY AND THE CITY OF COCKRELL HILL, TEXAS REGARDING PLATTING AUTHORITY IN THEIR EXTRATERRITORIAL JURISDICTION (ETJ) AS THERE IS NO RECORD OF AN ETJ IN ELLIS COUNTY, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Ellis County and the City of Cockrell Hill, Texas reportedly entered into an interlocal agreement for plat approval in the extraterritorial jurisdiction (ETJ) based on Chapter 242 of the Texas Local Government Code; and,

**WHEREAS**, Ellis County staff discovered that the City of Cockrell Hill, Texas does not have any extraterritorial jurisdiction (ETJ) within the boundaries of Ellis County; and,

**WHEREAS**, there is no evidence of an executed or filed interlocal agreement based on Chapter 242 of the Texas Local Government Code between the City of Cockrell Hill, Texas or Ellis County; and,

**WHEREAS**, Ellis County wishes to clean up its records to prevent any confusion in the future and only enforce the applicable agreements that are legally binding and have the full force of authority in compliance with the laws of the State of Texas and the other applicable orders of Ellis County, Texas; and,

**WHEREAS**, staff recommends that Minute Order 120.02 be immediately repealed in its entirety; and,



**DEPARTMENT OF DEVELOPMENT  
Ellis County**

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

**WHEREAS**, the Commissioners' Court of Ellis County, Texas have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, 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. REPEAL OF ORDER**

The Commissioners' Court hereby repeals Minute Order 120.02 in its entirety and finds only to enforce the applicable agreements that are legally binding and have the full force of authority in compliance with the laws of the State of Texas and the other applicable orders of Ellis County, Texas;

**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 immediately from and after the date of its passage, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 27<sup>TH</sup> DAY OF AUGUST, 2019.**

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

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk



**AGENDA ITEM NO. 1.5**  
Ellis County Commissioners' Court  
August 27, 2019



**SHORT TITLE:**

Repeal Plat ETJ Agreement with City of Glenn Heights

**LEGAL CAPTION:**

**Consider and act upon a request to repeal Minute Order 118.02**, an interlocal agreement between Ellis County and the City of Glenn Heights, Texas on platting authority in their extraterritorial jurisdiction (ETJ), as there is no record of an ETJ in Ellis County.



**PURPOSE:**

Staff is requesting a repeal of an interlocal plat agreement between Ellis County and the City of Glenn Heights for the following two (2) reasons:

- There does not appear to be an executed agreement in place between both entities.
- Although Glenn Heights splits both Dallas County and Ellis County, the city does not have any extraterritorial jurisdiction (ETJ) within the boundaries of Ellis County.



**HISTORY:**

House Bill 1445, approved by the 77<sup>th</sup> Texas Legislature and effective September 1, 2001, required cities and counties to decide who would have platting authority in the ETJ. That bill set forth four (4) options under Chapter 242 of the Texas Local Government Code:

- City exclusive authority in the ETJ
- County exclusive authority in the ETJ
- Apportioning or dividing the ETJ between the entities
- Joint authority with one responsible office

The Commissioners' Court approved the Minute Order 118.02 on March 25, 2002, to allow joint platting between the City and County in Glenn Height's ETJ and have the City serve as the "responsible office." However, staff could not locate any copies of an executed agreement filed with the County Clerk's Office.



**OTHER RELEVANT INFORMATION:**

Currently, the County has active exclusive platting authority agreements with the following cities:

- Alma
- Bardwell
- Garrett
- Italy
- Mansfield



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

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- Maypearl
- Milford
- Oak Leaf
- Palmer
- Pecan Hill

Also, the County has active **joint** platting authority agreements with the following cities:

- Ennis
- Ferris
- Grand Prairie
- Midlothian
- Ovilla
- Red Oak
- Waxahachie

With recent changes in state law, staff is currently working with these seven (7) cities to amend the existing interlocal agreements on platting property in the ETJ that will make it more practical for both parties moving forward.



**ATTACHMENTS:**

1. Draft Order



**RECOMMENDATION:**

Staff recommends **approval** of the request to repeal Minute Order 118.02, as presented.



**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – DRAFT ORDER**

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

On this the 27th day of August 2019, 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
- Lane Grayson, Commissioner, Pct. 2
- Paul Perry, Commissioner, Pct. 3
- 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 REPEALING MINUTE ORDER 118.02, AN INTERLOCAL AGREEMENT BETWEEN ELLIS COUNTY AND THE CITY OF GLENN HEIGHTS, TEXAS REGARDING PLATTING AUTHORITY IN THEIR EXTRATERRITORIAL JURISDICTION (ETJ) AS THERE IS NO RECORD OF AN ETJ IN ELLIS COUNTY, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Ellis County and the City of Glenn Heights, Texas reportedly entered into an interlocal agreement for plat approval in the extraterritorial jurisdiction (ETJ) based on Chapter 242 of the Texas Local Government Code; and,

**WHEREAS**, Ellis County staff discovered that the City of Glenn Heights, Texas does not have any extraterritorial jurisdiction (ETJ) within the boundaries of Ellis County; and,

**WHEREAS**, there is no evidence of an executed or filed interlocal agreement based on Chapter 242 of the Texas Local Government Code between the City of Glenn Heights, Texas or Ellis County; and,

**WHEREAS**, Ellis County wishes to clean up its records to prevent any confusion in the future and only enforce the applicable agreements that are legally binding and have the full force of authority in compliance with the laws of the State of Texas and the other applicable orders of Ellis County, Texas; and,

**WHEREAS**, staff recommends that Minute Order 118.02 be immediately repealed in its entirety; and,



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

✉: dod@co.ellis.tx.us  
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**WHEREAS**, the Commissioners' Court of Ellis County, Texas have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, 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. REPEAL OF ORDER**

The Commissioners' Court hereby repeals Minute Order 118.02 in its entirety and finds only to enforce the applicable agreements that are legally binding and have the full force of authority in compliance with the laws of the State of Texas and the other applicable orders of Ellis County, Texas;

**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 immediately from and after the date of its passage, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 27<sup>TH</sup> DAY OF AUGUST, 2019.**

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

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk



**AGENDA ITEM NO. 1.6**  
Ellis County Commissioners' Court  
August 27, 2019



**SHORT TITLE:**

Repeal Plat ETJ Agreement with City of Howard

**LEGAL CAPTION:**

**Consider and act upon a request to repeal Minute Order 45.04**, an interlocal agreement between Ellis County and the Howard, Texas on platting authority in their extraterritorial jurisdiction (ETJ), as there is no official incorporated city of Howard in Ellis County.



**PURPOSE:**

Staff is requesting a repeal of an interlocal plat agreement between Ellis County and the Howard for the following two (2) reasons:

- Howard is not officially incorporated as a municipal governmental entity and therefore, cannot have any established extraterritorial jurisdiction (ETJ).
- There does not appear to be an executed agreement in place between both entities.



**HISTORY:**

House Bill 1445, approved by the 77<sup>th</sup> Texas Legislature and effective September 1, 2001, required cities and counties to decide who would have platting authority in the ETJ. That bill set forth four (4) options under Chapter 242 of the Texas Local Government Code:

- City exclusive authority in the ETJ
- County exclusive authority in the ETJ
- Apportioning or dividing the ETJ between the entities
- Joint authority with one responsible office

The Commissioners' Court approved the Minute Order 45.04 on February 9, 2004, to grant the County exclusive platting authority in the Howard's ETJ. However, staff discovered that the official "City of Howard" is not officially incorporated and there aren't any copies of an executed agreement filed with the County Clerks' Office.



**OTHER RELEVANT INFORMATION:**

Currently, the County has active exclusive platting authority agreements with the following cities:

- Alma
- Bardwell
- Garrett
- Italy
- Mansfield



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

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🌐: co.ellis.tx.us/dod

- Maypearl
- Milford
- Oak Leaf
- Palmer
- Pecan Hill

Also, the County has active **joint** platting authority agreements with the following cities:

- Ennis
- Ferris
- Grand Prairie
- Midlothian
- Ovilla
- Red Oak
- Waxahachie

With recent changes in state law, staff is currently working with these seven (7) cities to amend the existing interlocal agreements on platting property in the ETJ that will make it more practical for both parties moving forward.



**ATTACHMENTS:**

1. Draft Order



**RECOMMENDATION:**

Staff recommends **approval** of the request to repeal Minute Order 45.04, as presented.



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1 – DRAFT ORDER

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

On this the 27th day of August 2019, 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 REPEALING MINUTE ORDER 45.04, AN INTERLOCAL AGREEMENT BETWEEN ELLIS COUNTY AND THE HOWARD REGARDING PLATTING AUTHORITY IN THEIR EXTRATERRITORIAL JURISDICTION (ETJ) AS THERE IS NO OFFICIAL INCORPORATED CITY OF HOWARD IN ELLIS COUNTY, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Ellis County and the Howard, Texas reportedly entered into an interlocal agreement for plat approval in the extraterritorial jurisdiction (ETJ) based on Chapter 242 of the Texas Local Government Code; and,

**WHEREAS**, Ellis County staff discovered that the Howard, Texas is not officially incorporated as a municipal governmental entity and therefore, does not have any established extraterritorial jurisdiction (ETJ); and,

**WHEREAS**, there is no evidence of an executed or filed interlocal agreement based on Chapter 242 of the Texas Local Government Code between the Howard, Texas or Ellis County; and,

**WHEREAS**, Ellis County wishes to clean up its records to prevent any confusion in the future and only enforce the applicable agreements that are legally binding and have the full force of authority in compliance with the laws of the State of Texas and the other applicable orders of Ellis County, Texas; and,



**DEPARTMENT OF DEVELOPMENT  
Ellis County**

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**WHEREAS**, staff recommends that Minute Order 45.04 be immediately repealed in its entirety; and,

**WHEREAS**, the Commissioners' Court of Ellis County, Texas have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, 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. REPEAL OF ORDER**

The Commissioners' Court hereby repeals Minute Order 45.04 in its entirety and finds only to enforce the applicable agreements that are legally binding and have the full force of authority in compliance with the laws of the State of Texas and the other applicable orders of Ellis County, Texas;

**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 immediately from and after the date of its passage, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 27<sup>TH</sup> DAY OF AUGUST, 2019.**

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

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

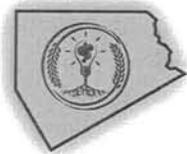
\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk



**AGENDA ITEM NO. 1.7**  
Ellis County Commissioners' Court  
August 27, 2019



**SHORT TITLE:**

Repeal Plat ETJ Agreement with City of Lancaster

**LEGAL CAPTION:**

**Consider and act upon a request to repeal Minute Order 89.02**, an interlocal agreement between Ellis County and the City of Lancaster, Texas on platting authority in their extraterritorial jurisdiction (ETJ), as there is no record of an ETJ in Ellis County.



**PURPOSE:**

Staff is requesting a repeal of an interlocal plat agreement between Ellis County and the City of Lancaster for the following two (2) reasons:

- There does not appear to be an executed agreement in place between both entities.
- Although Lancaster does have an extraterritorial jurisdiction (ETJ), it is entirely in Dallas County and does not extend into the boundaries of Ellis County.



**HISTORY:**

House Bill 1445, approved by the 77<sup>th</sup> Texas Legislature and effective September 1, 2001, required cities and counties to decide who would have platting authority in the ETJ. That bill set forth four (4) options under Chapter 242 of the Texas Local Government Code:

- City exclusive authority in the ETJ
- County exclusive authority in the ETJ
- Apportioning or dividing the ETJ between the entities
- Joint authority with one responsible office

The Commissioners' Court approved the Minute Order 89.02 on March 11, 2002, to grant the County exclusive platting authority in Lancaster's ETJ. However, staff could not locate any copies of an executed agreement filed with the County Clerk's Office.



**OTHER RELEVANT INFORMATION:**

Currently, the County has active exclusive platting authority agreements with the following cities:

- Alma
- Bardwell
- Garrett
- Italy
- Mansfield
- Maypearl



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

: dod@co.ellis.tx.us  
: 972-825-5200  
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- Milford
- Oak Leaf
- Palmer
- Pecan Hill

Also, the County has active **joint** platting authority agreements with the following cities:

- Ennis
- Ferris
- Grand Prairie
- Midlothian
- Ovilla
- Red Oak
- Waxahachie

With recent changes in state law, staff is currently working with these seven (7) cities to amend the existing interlocal agreements on platting property in the ETJ that will make it more practical for both parties moving forward.



**ATTACHMENTS:**

1. Draft Order



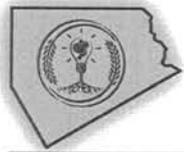
**RECOMMENDATION:**

Staff recommends **approval** of the request to repeal Minute Order 89.02, as presented.



**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – DRAFT ORDER**

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

On this the 27th day of August 2019, 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 REPEALING MINUTE ORDER 89.02, AN INTERLOCAL AGREEMENT BETWEEN ELLIS COUNTY AND THE CITY OF LANCASTER, TEXAS REGARDING PLATTING AUTHORITY IN THEIR EXTRATERRITORIAL JURISDICTION (ETJ) AS THERE IS NO RECORD OF AN ETJ IN ELLIS COUNTY, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

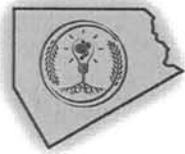
**WHEREAS**, Ellis County and the City of Lancaster, Texas reportedly entered into an interlocal agreement for plat approval in the extraterritorial jurisdiction (ETJ) based on Chapter 242 of the Texas Local Government Code; and,

**WHEREAS**, Ellis County staff discovered that the City of Lancaster, Texas does not have any extraterritorial jurisdiction (ETJ) within the boundaries of Ellis County; and,

**WHEREAS**, there is no evidence of an executed or filed interlocal agreement based on Chapter 242 of the Texas Local Government Code between the City of Lancaster, Texas or Ellis County; and,

**WHEREAS**, Ellis County wishes to clean up its records to prevent any confusion in the future and only enforce the applicable agreements that are legally binding and have the full force of authority in compliance with the laws of the State of Texas and the other applicable orders of Ellis County, Texas; and,

**WHEREAS**, staff recommends that Minute Order 89.02 be immediately repealed in its entirety; and,



**WHEREAS**, the Commissioners’ Court of Ellis County, Texas have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, 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. REPEAL OF ORDER**

The Commissioners’ Court hereby repeals Minute Order 89.02 in its entirety and finds only to enforce the applicable agreements that are legally binding and have the full force of authority in compliance with the laws of the State of Texas and the other applicable orders of Ellis County, Texas;

**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 immediately from and after the date of its passage, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS ON THIS THE 27<sup>TH</sup> DAY OF AUGUST, 2019.**

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

\_\_\_\_\_  
**Commissioner Randy Stinson, Precinct No. 1**

\_\_\_\_\_  
**Commissioner Lane Grayson, Precinct No. 2**

\_\_\_\_\_  
**Commissioner Paul Perry, Precinct No. 3**

\_\_\_\_\_  
**Commissioner Kyle Butler, Precinct No. 4**

**ATTEST:**

\_\_\_\_\_



**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)

**Krystal Valdez, County Clerk**



**AGENDA ITEM NO. 1.8**

Ellis County Commissioners' Court  
August 27, 2019



**SHORT TITLE:**

Repeal Plat ETJ Agreement with City of Rice

**LEGAL CAPTION:**

**Consider and act upon a request to repeal Minute Order 126.02**, an interlocal agreement between Ellis County and the City of Rice, Texas on platting authority in their extraterritorial jurisdiction (ETJ), as there is no record of an ETJ in Ellis County.



**PURPOSE:**

Staff is requesting a repeal of an interlocal plat agreement between Ellis County and the City of Rice for the following two (2) reasons:

- There does not appear to be an executed agreement in place between both entities.
- Although Rice does have an extraterritorial jurisdiction (ETJ), it is located entirely in Navarro County and does not extend into the boundaries of Ellis County.



**HISTORY:**

House Bill 1445, approved by the 77<sup>th</sup> Texas Legislature and effective September 1, 2001, required cities and counties to decide who would have platting authority in the ETJ. That bill set forth four (4) options under Chapter 242 of the Texas Local Government Code:

- City exclusive authority in the ETJ
- County exclusive authority in the ETJ
- Apportioning or dividing the ETJ between the entities
- Joint authority with one responsible office

The Commissioners' Court approved the Minute Order 126.02 on March 25, 2002, to grant the County exclusive platting authority in Rice's ETJ. However, staff could not locate any copies of an executed agreement filed with the County Clerk's Office.



**OTHER RELEVANT INFORMATION:**

Currently, the County has active exclusive platting authority agreements with the following cities:

- Alma
- Bardwell
- Garrett
- Italy
- Mansfield
- Maypearl



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

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: co.ellis.tx.us/dod

- Milford
- Oak Leaf
- Palmer
- Pecan Hill

Also, the County has active **joint** platting authority agreements with the following cities:

- Ennis
- Ferris
- Grand Prairie
- Midlothian
- Ovilla
- Red Oak
- Waxahachie

With recent changes in state law, staff is currently working with these seven (7) cities to amend the existing interlocal agreements on platting property in the ETJ that will make it more practical for both parties moving forward.



**ATTACHMENTS:**

1. Draft Order



**RECOMMENDATION:**

Staff recommends **approval** of the request to repeal Minute Order 126.02, as presented.



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1 – DRAFT ORDER

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

On this the 27th day of August 2019, 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 REPEALING MINUTE ORDER 126.02, AN INTERLOCAL AGREEMENT BETWEEN ELLIS COUNTY AND THE CITY OF RICE, TEXAS REGARDING PLATTING AUTHORITY IN THEIR EXTRATERRITORIAL JURISDICTION (ETJ) AS THERE IS NO RECORD OF AN ETJ IN ELLIS COUNTY, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

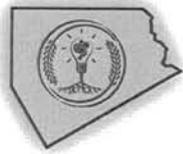
**WHEREAS**, Ellis County and the City of Rice, Texas reportedly entered into an interlocal agreement for plat approval in the extraterritorial jurisdiction (ETJ) based on Chapter 242 of the Texas Local Government Code; and,

**WHEREAS**, Ellis County staff discovered that the City of Rice, Texas does not have any extraterritorial jurisdiction (ETJ) within the boundaries of Ellis County; and,

**WHEREAS**, there is no evidence of an executed or filed interlocal agreement based on Chapter 242 of the Texas Local Government Code between the City of Rice, Texas or Ellis County; and,

**WHEREAS**, Ellis County wishes to clean up its records to prevent any confusion in the future and only enforce the applicable agreements that are legally binding and have the full force of authority in compliance with the laws of the State of Texas and the other applicable orders of Ellis County, Texas; and,

**WHEREAS**, staff recommends that Minute Order 126.02 be immediately repealed in its entirety; and,



**DEPARTMENT OF DEVELOPMENT  
Ellis County**

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

**WHEREAS**, the Commissioners’ Court of Ellis County, Texas have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, 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. REPEAL OF ORDER**

The Commissioners’ Court hereby repeals Minute Order 126.02 in its entirety and finds only to enforce the applicable agreements that are legally binding and have the full force of authority in compliance with the laws of the State of Texas and the other applicable orders of Ellis County, Texas;

**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 immediately from and after the date of its passage, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS ON THIS THE 27<sup>TH</sup> DAY OF AUGUST, 2019.**

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

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**  
  
\_\_\_\_\_



**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)

**Krystal Valdez, County Clerk**

2.1

Texas Pride Trailers

1241 Interstate 45 North  
Madisonville, TX 77864

# Invoice

Date	Invoice #
9/3/2019	20829

<b>Bill To</b>
ELLIS COUNTY PCT 1 PO BOX 536 PALMER, TX 75152

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			9/3/2019			

Quantity	Item Code	Description	Price Each	Amount
	DT71614KGN	7x16X3, 16k, Goose Neck, Dump Trailer	8,395.00	8,395.00
	14 PLY	14PLY TIRE	200.00	200.00
	barn door spreader	Barn door spreader gate	250.00	250.00
	Ramps	Equipment Ramps	250.00	250.00
	3/16" Floor	3/16" Floor Upgrade	500.00	500.00
	12" SPACING ON ...	12" SPACING ON CROSSMEMBERS	200.00	200.00
	Manual Tarp	Manual Tarp	500.00	500.00
	Manager's Discount	Manager's Discount	-750.00	-750.00
	OREGFEE	Registration Fee	215.25	215.25

*[Handwritten Signature]*  
 Andy ...  
 Ellis County Commissioner, Pct. 1

Date: 9-3-19  
 Acct: FMI- Purchase of Equipment  
 Line Item: 009-0602-509020  
 Amount: \$ 9,760.25

CEDRICK	<b>Total</b>	\$9,760.25
---------	--------------	------------

DO NOT MAIL THIS CHECK

SPECIAL INSTRUCTIONS FOR ACCOUNTS PAYABLE CHECKS

VENDOR Texas Pride Trailer  
CHECK AMOUNT \$ 9,060.25

CHECK PAYABLE \_\_\_\_\_  
THIS DATE IS FILED IN BY THE PURCHASING DEPT.

INSTRUCTIONS: PLEASE RETURN THIS CHECK TO:  
PLEASE HOLD IN TREASURER'S OFFICE for pick up from R&B PCT. 1 OFFICE.

R19-000124



ELLIS COUNTY  
PURCHASE REQUISITION

Requisition Routing  
Instructions:  
(check box)

Accounts Payable for  
payment

Purchasing to place  
order

Date: 08/08/2019 Vendor: Texas Pride Trailer

Deliver to:  
 High Importance 1-3 business days  Low Importance 3-5 business days

Department: Road and Bridge PCT1 Address: 600 N. I-45

Department Head Signature: *[Signature]* City/St/Zip: Palmer, Tx 75152

Charge to line item: FM1-Purchase of Equipment 009-0602-508020 Phone:

Qty	Asset#	Description	Estimated Unit Cost	Total Cost
1		7X16X3, 16k Goose neck, Dump Trailer		\$9,760.25
		14 PLY Tire		
		Barn door spreader gate		
		Equipment Ramps		
		3/16" Floor Upgrade		
		12" Spacing on crossmembers		
		Manual Tarp		
		****HOLD SLIP RETURN TO RB1****		
		Total		9,760.25

Texas Pride Trailers

1241 Interstate 45 North  
Madisonville, TX 77864

0427

# Estimate

Date	Estimate #
8/8/2019	6494

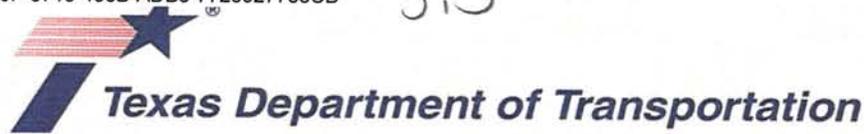
Name / Address
ELLIS COUNTY PCT 1 PO BOX 536 PALMER, TX 75152

			Project
Description	Qty	Cost	Total
7x16X3, 16k, Goose Neck, Dump Trailer		8,395.00	8,395.00
14PLY TIRE		200.00	200.00
Barn door spreader gate		250.00	250.00
Equipment Ramps		250.00	250.00
3/16" Floor Upgrade		500.00	500.00
12" SPACING ON CROSSMEMBERS		200.00	200.00
Manual Tarp		500.00	500.00
Manager's Discount		-750.00	-750.00
Registration fee			\$215.25
CEDRICK		<b>Total</b>	<del>\$9,545.00</del> \$9,760.25

Customer Signature \_\_\_\_\_



3.3



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

July 31, 2019

RE: Potential Sale of State-Owned Property  
Texas Department of Transportation  
+/- 1.344 acres  
US 77 South  
Ellis County, Texas 75474

**RECEIVED**  
**AUG 02 2019**  
**COUNTY JUDGE**

**VIA FEDERAL EXPRESS**

Judge Todd Little  
County Judge  
Ellis County  
101 W. Main Street  
Waxahachie, TX 75165

Dear Priority Holder,

The Dallas District of the Texas Department of Transportation ("TxDOT") has determined that the above described property is no longer needed for state highway purposes. A copy of the survey of the property is enclosed. In accordance with Texas Transportation Code, Section 202.021, governmental entities with the authority to condemn real property have priority right to purchase TxDOT property that is sold and this letter is a notice of your priority right to purchase the above described property.

The purchase price for this property is \$4,426.00 (Four Thousand Four Hundred Twenty-Six and No/100 Dollars), plus survey costs, appraisal costs, and any additional incurred closing costs, including the cost of any owner's title policy you may require.

In order to exercise your priority, within thirty (30) days of the receipt of this letter, please provide TxDOT with a written statement of your entity's intent to purchase the property on these terms. Please forward a copy of the statement to:

Mr. Jess Berglund  
Right of Way Division  
118 Riverside Drive  
Austin, Texas 78704

Or by email to: [Jess.Berglund@txdot.gov](mailto:Jess.Berglund@txdot.gov).

This transaction is subject to change or cancellation by TxDOT. Furthermore, the conveyance will be made subject to any easements for access to a right of way, implied or otherwise, appurtenant to any and all properties abutting the property being sold. If the above does not receive a copy of the statement exercising the priority right within thirty (30) days after your receipt of this letter, TxDOT will consider your priority right to purchase the property to be waived. If the priority holder is not interested in the property TxDOT would appreciate it if you would return the enclosed Waiver of Priority Purchase Right prior to the automatic 30-day waiver.

If you have any questions concerning this matter, please contact Jess Berglund at (512) 486-5883 or at [Jess.Berglund@txdot.gov](mailto:Jess.Berglund@txdot.gov).

Sincerely,

DocuSigned by:

22DC89D814DA488  
Real Estate Management Analyst  
Right of Way Division

CC: Mohamed Bur, P.E., District Engineer, Dallas District  
Stephen Dodge, Interim Section Director, Right of Way Division  
Lezlie Kirby, Project Delivery Supervisor, Dallas District

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

RECEIVED  
AUG 05 2018  
COUNTY JUDGE

Waiver of Priority Purchase Right

RE: Offer to Sell State-Owned Property  
Texas Department of Transportation  
+/- 1.344 acres  
US 77 South  
Ellis County, Texas 75474

Jess Berglund  
Real Estate Management and Development Division  
Texas Department of Transportation  
118 Riverside Drive  
Austin, Texas 78704

Dear Mr. Berglund:

We have reviewed TxDOT's letter dated 07/31/2019, regarding the proposed sale of the above referenced property.

The Priority Holder IS NOT interested in purchasing this property.

The Priority Holder WAIVES the priority right to purchase this property.

Sincerely,

\_\_\_\_\_[Signature]

\_\_\_\_\_[Name]

\_\_\_\_\_[Title]

\_\_\_\_\_[Entity Name]

Date: \_\_\_\_\_, 20\_\_

**LEGAL DESCRIPTION**

Being all that certain lot, tract or parcel of land located in the THOMAS I. SMITH SURVEY, ABSTRACT NO. 970, Ellis County, Texas, and being the same tract of land described in deed to the State of Texas, recorded in Volume-330, Page 350, Deed Records, Ellis County, Texas, and being more particularly described as follows:

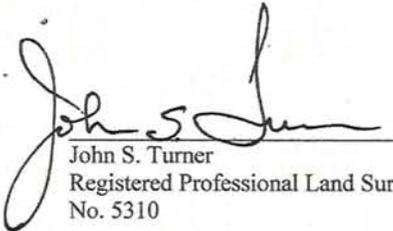
BEGINNING at a concrete monument found in the West line of Highway 77 South, a variable width right-of-way, at the most Northeasterly corner of a tract of land described in deed to John D. Chenault, recorded in Instrument No. 1711572, Official Public Records, Ellis County, Texas;

Thence North 41°16'05" West, a distance of 322.50' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the Northwest line of Survey/Abstract line, same being a tract of land described in deed to Mark E. Walker and wife, Karen Walker, recorded in Volume 1272, Page 759, Deed Records, Dallas County, Texas, at the North corner of said Chenault tract;

Thence North 60°00'00" East, a distance of 418.80' to a 3/8" iron rod found in the said West line of Highway 77 South, at the East corner of said Walker tract;

Thence South 18°37'58" West, a distance of 382.80' to a concrete monument found at the beginning of a curve to the left have a central angle of 2°44'25", a radius of 1950.10' and a chord bearing and distance of South 17°15'45" West, 93.26';

Thence Southwesterly, continuing along said West line and said curve to the left, an arc distance of 93.27' to the PLACE OF BEGINNING and containing 65,766 square feet or 1.510 acres of land.

  
John S. Turner  
Registered Professional Land Surveyor  
No. 5310



**SURVEY PLAT: 720 HIGHWAY 77 SOUTH**

**LEGAL DESCRIPTION**

Being all that certain lot, tract or parcel of land located in the THOMAS I. SMITH SURVEY, ABSTRACT NO. 970, Ellis County, Texas, and being the same tract of land described in deed to the State of Texas, recorded in Volume 330, Page 300, Deed Records, Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a concrete monument found in the West line of Highway 77, a variable width right-of-way, at the most Northerly East corner of a tract of land described in deed to John D. Chenault, recorded in Instrument No. 1711572, Official Public Records, Ellis County, Texas;

Thence North 41°16'05" West, a distance of 322.50' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the Northwest line of said Thomas I. Smith Survey, same being a tract of land described in deed to Mark E. Walker and wife, Karen Walker, recorded in Volume 1272, Page 759, Deed Records, Dallas County, Texas, at the North corner of said Chenault tract;

Thence North 60°00'00" East, a distance of 358.27' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the said West line of Highway 77, at the East corner of said Walker tract;

Thence South 11°52'16" West, along said West line, a distance of 339.74' to a concrete monument found at the beginning of a curve to the left have a central angle of 2°44'25", a radius of 1950.10' and a chord bearing and distance of South 17°15'45" West, 93.26';

Thence Southwesterly, continuing along said West line and said curve to the left, an arc distance of 93.27' to the PLACE OF BEGINNING and containing 58,110 square feet or 1.334 acres of land.

**NOTE**

This survey was performed without the benefit of an abstractor, therefore, no search of record easements was performed on subject property.

**FLOOD**

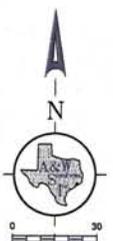
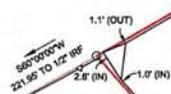
This is to certify that no portion of the subject property shown hereon lies within the 100 Year Flood Hazard Area as shown on the Flood Insurance Rate Map, Community Panel No. 48139C 0500F, dated 06-23-13. The property is located in Zone "X".

MARK E. WALKER &  
KAREN WALKER,  
VOL. 1272, PG. 759,  
D.R.E.C.T.

THOMAS I. SMITH SURVEY  
ABSTRACT NO. 970  
58,110 SQ. FT. OR  
1.334 ACRES OF LAND

JOHN D. CHENAULT,  
INST. NO. 1711572,  
O.P.R.E.C.T.

(VARIABLE WIDTH RIGHT-OF-WAY)  
**HIGHWAY 77 SOUTH**



NOTE: All 1/2 IRS are 1/2-inch iron rods with yellow plastic caps stamped "RPLS 5310".

LEGEND			
1/2\"/>			

This plat shows a correct and accurate representation of the property, lines and dimensions as shown hereon, and EXCEPT AS SHOWN, all improvements are located within the boundaries the distances indicated. EXCEPT AS SHOWN, there are no hidden easements, encroachments or prohibitions on the ground.

This survey was performed exclusively for the parties shown hereon and is licensed for a single use. This survey remains the property of the Surveyor. Unauthorized reuse is not permitted without the express written permission of the Surveyor. This survey is an original work produced by United States Copyright law and international treaties. All rights reserved. Do not make major copies.

*John D. Turner*  
JOHN D. TURNER  
RPLS 5310

**A&W SURVEYORS, INC.**  
Professional Land Surveyors  
TEXAS REGISTRATION NO. 100174-00  
P.O. BOX 870029, MESQUITE, TX 75187  
PHONE: (972) 981-4875 FAX: (972) 981-4954  
WWW.AWSURVEY.COM

DATE: 11-29-2018 REVISED IN OFFICE ONLY 04-02-2019  
CERTIFY TO: JOHN CHENAULT

3.6

# WRAY, WILLETT & STOFFER

ATTORNEYS AT LAW

A Professional Limited Liability Company

John C. Wray \*  
Jason M. Willett  
Heidi Inman Stoffer (1980-2013)  
Kevin A. Kosoris  
Cynthia K. Shanklin

200A North Rogers Street  
Waxahachie, Texas 75165-3694  
Telephone (972) 938-1850  
Fax (972) 937-6844

\* Board Certified, Estate Planning and  
Probate Law, Texas Board of Legal  
Specialization

www.elliscountylaw.com

August 21, 2019

**Via Hand Delivery**

Ellis County, Texas  
c/o Ann Montgomery  
First Assistant District Attorney  
109 S. Jackson Street, 4<sup>th</sup> Floor  
Waxahachie, Texas 75165

RE: Contract dated March 31, 2011 between Ellis County, Seller, and Children's Palace Investments, Inc. d/b/a AZEB, Purchaser; Property: 114 S. Rogers St., 111 W. Franklin St., 113 W. Franklin St., 115 W. Franklin St., 200 S. College St., and Vacant Lot on S. Rogers St., Waxahachie, Texas

Dear Ann:

As you are aware, we represent Town Square Title Company, LLC ("TST"). Enclosed please find a check for \$13,500.00 payable to Ellis County representing the balance of earnest money remaining on the above-referenced file. TST considers this matter closed. Please feel free to call me with any questions.

Sincerely,

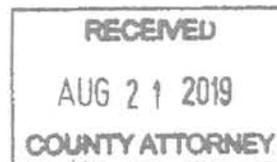


Kevin A. Kosoris

cc: Via Email  
Michelle McKechnie  
Town Square Title Company, LLC

Received by:

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



**PURCHASE LETTER**

August 27, 2019

Ellis County, Texas  
Attention: County Judge  
109 South Jackson  
Waxahachie, TX 75165

Re: \$5,100,000 Ellis County, Texas Tax Notes, Series 2019

Honorable Judge and County Commissioners:

First National Bank Texas as (the "Purchaser") hereby offers to purchase from Ellis County, Texas (the "County") the captioned Notes (the "Notes") and, upon acceptance of this offer by the County Commissioners Court, such offer will become a binding agreement between the Purchaser and the County. This offer must be accepted by 10:00 p.m., Ellis County, Texas time, August 27, 2019, and if not so accepted will be subject to withdrawal.

1. Purchase Price: The purchase price for the Notes will be \$5,100,000.
2. Terms of Bonds: The Notes shall be issued in the principal amount of \$5,100,000 and shall bear interest at the rate, mature on the date and in the amount, and have such other terms and conditions as are set forth in the in the order (the "Order") adopted by the Commissioners Court of the County on August 27, 2019. The Purchaser has received a copy of the Order. Pursuant to and as more fully described in the Order, the Notes shall be secured by a pledge of ad valorem taxes to be levied on all taxable property within the County within the limits prescribed by law. Capitalized terms used without definition herein have the meanings given in the Order.
3. Closing: The County shall deliver the Notes to, or for the account of, the Purchaser and the Purchaser shall purchase the Notes at 10:00 a.m. Dallas time, on September 13, 2019, or at such other time as shall be mutually agreed upon (hereinafter referred to as the "Closing"). The Closing shall take place at the offices of Bracewell LLP, Dallas, Texas, or such other location as may be mutually agreed upon.
4. Conditions to Closing: Neither the Purchaser nor the County shall have any obligation to consummate the purchase of the Notes unless the following requirements have been satisfied prior to Closing:
  - a) The Purchaser shall have received a certified copy of the Order.
  - b) The County shall have delivered a no-litigation certificate.

- c) Bracewell LLP shall have received an executed Federal Tax Certificate and an executed Issue Price Certificate in such forms as are sufficient to support its opinion described in paragraph 4(d), below.
  - d) Bracewell LLP shall have issued its approving legal opinion as to the due authorization, issuance and delivery of the Notes and as to the exemption of the interest thereon from federal income taxation.
5. Acknowledgements and Representations of the Purchaser.
- a) The Purchaser is a “bank” as defined in Section 3(a)(2) of the Securities Act of 1933 (the “1933 Act”) or an “accredited investor “ within the meaning of Section 2(a)(15) of the 1933 Act and/or a “qualified institutional buyer” as defined in Rule 144A under the 1933 Act, as amended.
  - b) The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations of a nature similar to the Notes to be able to evaluate the risks and merits of the investment represented by the purchase of the Notes.
  - c) The Purchaser is acquiring the Notes for its own account as evidence of a loan or for the account of a permitted transferee, and not with a view to, or for present sale in connection with, any distribution of the Notes or any part thereof.
  - d) As a sophisticated investor, the Purchaser has made its own credit inquiry and analysis with respect to the County and the Notes, and has made an independent credit decision based upon such inquiry and analysis. The County has furnished to the Purchaser all the information that the Purchaser, as a reasonable investor, has requested of the County as a result of the Purchaser having attached significance thereto in making an investment decision with respect to the Notes, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the County and the Notes. The Purchaser is able and willing to bear the economic risk of the purchase and ownership of the Notes.
  - e) The Purchaser understands that the Notes have not been registered with any federal or state securities agency or commission.
  - f) The Purchaser acknowledges that the Notes are transferrable only by notation on the Register maintained by the Registrar and is freely transferrable provided that:
    - (i) the transferring holder thereof shall first have complied with any then applicable state and federal securities laws and regulations;
    - (ii) the transferring holder thereof can transfer the Notes only to:

- (A) a transferee who executes and delivers to the County a letter of the transferee containing substantially the representations set forth in this Section 5; or
  - (B) a transferee who qualifies as a qualified institutional investor; or
  - (C) a transferee who qualifies as an “accredited investor” within the meaning of Section 2(a)(15) of the 1933 Act, including a transferee who qualifies as a national bank or banking institution organized under the laws of any state acting in its individual or fiduciary capacity; or
  - (D) a securitization Special Purpose Vehicle (“SPV”), the interests in which SPV are sold to institutional investors only; and
- (iii) the transferring holder thereof will not prepare or furnish, or cause to be prepared or furnished, any disclosure regarding the County’s finances without the prior review and written consent of the County, in the County’s sole discretion. However, the transferring holder will be permitted to disclose any of the County’s publically available financial information.
6. Audited Financial Statements. The County agrees to provide to Purchaser a copy of its audited financial statements within 270 days of the end of each fiscal year. The County may satisfy such obligation through a posting made on the Electronic Municipal Market Access website ([www.emma.msrb.org](http://www.emma.msrb.org)).
7. Survival and Severability: For so long as the Notes remain outstanding, the covenants made in paragraph 6 and 7 above shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any party hereto or (ii) delivery of and payment for the Notes hereunder.
8. No Oral Agreements: To the extent allowed by law, the parties hereto agree to be bound by the terms of the following notice: NOTICE: THIS PURCHASE LETTER, THE NOTE ORDER, AND THE NOTES TOGETHER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THIS TRANSACTION AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS TRANSACTION.
9. Compliance with Section 2270.002 of the Texas Government Code. The Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the

foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Purchaser understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Purchaser and exists to make a profit.

10. Compliance with Subchapter F of Chapter 2252 of the Texas Government Code. The Purchaser represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Purchaser nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Purchaser understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Purchaser and exists to make a profit.

[Execution Pages to Follow]

If this purchase agreement meets with your approval, please execute it in the place provided below.

FIRST NATIONAL BANK TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED BY ELLIS COUNTY, TEXAS:

By: \_\_\_\_\_  
County Judge

---

PAYING AGENT/REGISTRAR AGREEMENT

between

THE ELLIS COUNTY, TEXAS

and

FIRST NATIONAL BANK TEXAS

Pertaining to

Ellis County, Texas  
Tax Notes, Series 2019

Dated as of August 27, 2019

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Annex A – Schedule of fees and services as Paying Agent/Registrar

## PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT (the or this "Agreement"), dated as of August 27, 2019, is by and between the ELLIS COUNTY, TEXAS (the "Issuer"), and FIRST NATIONAL BANK TEXAS (the "Bank"), a national banking association authorized to do business in Texas.

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Tax Notes, Series 2019 (the "Notes"), to be issued as registered securities without coupons; and

WHEREAS, the Bank intends to purchase the Notes, and, as part of the Bank's agreement with the Issuer to purchase the Notes, the Bank has agreed to serve as Paying Agent/Registrar for the Notes; and

WHEREAS, all things necessary to make the Notes the valid obligations of the Issuer, in accordance with their terms, will be taken upon the issuance and delivery thereof; and

WHEREAS, the Issuer is desirous that the Bank act as the Paying Agent of the Issuer in paying the principal, redemption premium, if any, and interest on the Notes, in accordance with the terms thereof, and that the Bank act as Registrar for the Notes; and

WHEREAS, the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the Issuer, in accordance with its terms, have been done;

NOW, THEREFORE, it is mutually agreed as follows:

### ARTICLE I

#### APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. (a) The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Notes in paying to the Owners of the Notes the principal, redemption premium, if any, and interest on all or any of the Notes.

(b) The Issuer hereby appoints the Bank as Registrar with respect to the Notes.

(c) The Bank hereby accepts its appointment, and agrees to act as, the Paying Agent and Registrar.

Section 1.02 Compensation. (a) As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees so long as this agreement is in effect, to pay the Bank the fees and amounts set forth in Annex A hereto for so long as the principal of and interest on, or redemption price of, the Notes, is unpaid.

(b) In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance

with any of the provisions hereof, including the reasonable compensation and the expenses and disbursements of its agents and counsel.

## ARTICLE II

### DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms have the following meanings when used in this Agreement:

“Designated Payment/Transfer Office” means the principal corporate trust office of the Bank located in Killeen, Texas, or in such other location as designated by the Paying Agent/Registrar. The Bank will notify the Issuer in writing of any change in location of the Designated Payment/Transfer Office.

“Fiscal Year” means the fiscal year of the Issuer.

“Issuer Request” and “Issuer Order” means a written request or order signed in the name of the Issuer by the County Judge, the County Clerk, or any other authorized representative of the Issuer and delivered to the Bank.

“Legal Holiday” means a day on which the Bank is required or authorized by applicable law to be closed.

“Note” or “Notes” means, collectively, any or all of the Issuer’s Tax Notes, Series 2019.

“Order” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which they are issued, certified by the County Clerk or any other officer of the Issuer, and delivered to the Bank.

“Owner” means the Person in whose name a Note is registered in the Register.

“Paying Agent/Registrar” means initially First National Bank Texas, or any successor thereto as provided in the Order when it is performing the functions associated with the terms in this Agreement.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision of a government.

“Predecessor Notes” of any particular Note means every previous Note evidencing all or a portion of the same obligation as that evidenced by such particular Note (and, for the purposes of this definition, any Note registered and delivered under Section 4.06 in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Note).

“Record Date” means the last business day of the month next preceding an Interest Payment Date.

“Register” means a register in which the Issuer shall provide for the registration and transfer of Notes.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice Chairman of the Board of Directors, the Chairman or Vice Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Stated Maturity” means the date or dates specified in the Order as the fixed date on which the principal of the Notes is due and payable or the date fixed in accordance with the terms of the Order for redemption of the Notes, or any portion thereof, prior to the fixed maturity date.

Section 2.02 Other Definitions. The terms “Bank” and “Issuer” have the meanings assigned to them in the opening paragraph of this Agreement.

### ARTICLE III

#### PAYING AGENT

Section 3.01 Duties of Paying Agent. (a) The Bank, as Paying Agent and on behalf of the Issuer, shall pay to the Owner at the Stated Maturity and upon the surrender of the Note or Notes so maturing at the Designated Payment/Transfer Office, the principal amount of the Note or Notes then maturing, and redemption premium, if any, provided that the Bank shall have been provided by or on behalf of the Issuer adequate funds to make such payment.

(b) The Bank, as Paying Agent and on behalf of the Issuer, shall pay interest when due on the Notes to each Owner of the Notes (or their Predecessor Notes) as shown in the Register at the close of business on the Record Date, provided that the Bank shall have been provided by or on behalf of the Issuer adequate funds to make such payments; such payments shall be made by computing the amount of interest to be paid each Owner, preparing the checks, and mailing the checks on each payment date addressed to the addresses thereof as appearing on the Register on the Record Date.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of, redemption premium, if any, and interest on the Notes on the dates specified in the Order.

Section 3.03 Anti-Boycott Verification. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with

Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 3.04 Iran, Sudan and Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Bank nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

#### ARTICLE IV

#### REGISTRAR

Section 4.01 Transfer and Exchange. (a) The Issuer shall keep the Register at the Designated Payment/Transfer Office, and subject to such reasonable written regulations as the Issuer may prescribe, which regulations shall be furnished to the Bank herewith or subsequent hereto by Issuer Order, the Issuer shall provide for the registration and transfer of the Notes. The Bank is hereby appointed "Registrar" for the purpose of registering and transferring the Notes as herein provided.

(b) The Bank as Registrar hereby agrees that at any time while any Note is outstanding, the Owner may deliver such Note to the Bank for transfer or exchange, accompanied by instructions from the Owner, or the duly authorized designee of the Owner, designating the persons, the maturities, and the principal amounts to and in which such Note is to be transferred and the addresses of such persons; the Bank shall thereupon, within not more than three (3) business days, register and deliver such Note or Notes as provided in such instructions. The provisions of the Order shall control the procedures for transfer or exchange set forth herein to the extent such procedures are in conflict with the provisions of the Order.

(c) Every Note surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed in a

manner satisfactory to the Bank, duly executed by the Owner thereof or his attorney duly authorized in writing.

(d) The Bank may request any supporting documentation it feels necessary to effect a re-registration.

Section 4.02 The Notes. The Issuer shall provide an adequate inventory of unregistered Notes to facilitate transfers. The Bank covenants that it will maintain the unregistered Notes in safekeeping and will use reasonable care in maintaining such unregistered Notes in safekeeping, which shall be not less than the care it maintains for debt securities of other governments or corporations for which it serves as registrar, or which it maintains for its own securities.

Section 4.03 Form of Register. (a) The Bank as Registrar will maintain the records of the Register in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Register in any form other than a form which the Bank has currently available and utilizes at the time.

(b) The Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Owners. (a) The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the cost, if any, of reproduction, a copy of the information contained in the Register. The Issuer may also inspect the information in the Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

(b) Unless otherwise required by law, the Bank will not release or disclose the content of the Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena or court order as otherwise required by law. Upon receipt of a subpoena or court order, the Bank will notify the Issuer so that the Issuer may contest the subpoena or court order, provided the Bank is not prohibited from providing such notice.

(c) At all times, while the Bank is Registrar, the Bank shall maintain and have available a copy of the Register at an office in the State of Texas.

Section 4.05 Cancellation of Notes. All Notes surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it; if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Notes previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Bank. All cancelled Notes held by the Bank shall be disposed of in accordance with the Securities Exchange Act of 1934.

Section 4.06 Mutilated, Destroyed, Lost, or Stolen Notes. (a) Subject to the provisions of this Section 4.06, the Issuer hereby instructs the Bank to deliver fully registered Notes in

exchange for or in lieu of mutilated, destroyed, lost, or stolen Notes as long as the same does not result in an overissuance.

(b) If (i) any mutilated Note is surrendered to the Bank, or the Issuer and the Bank receives evidence to their satisfaction of the destruction, loss, or theft of any Note, and (ii) there is delivered to the Issuer and the Bank such security or indemnity as may be required by the Bank to save and hold each of them harmless, then in the absence of notice to the Issuer or the Bank that such Note has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Bank shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Note, a new Note of the same stated maturity and of like tenor and principal amount bearing a number not contemporaneously outstanding.

(c) Every new Note issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Note shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of the Order equally and ratably with all other outstanding Notes.

(d) Upon the satisfaction of the Bank and the Issuer that a Note has been mutilated, destroyed, lost, or stolen, and upon receipt by the Bank and the Issuer of such indemnity or security as they may require, the Bank shall cancel the Note number on the Note registered with a notation in the Register that said Note has been mutilated, destroyed, lost, or stolen; and a new Note shall be issued of the same series and of like tenor and principal amount bearing a number, according to the Register, not contemporaneously outstanding.

(e) The Bank may charge the Owner the Bank's fees and expenses in connection with issuing a new Note in lieu of or exchange for a mutilated, destroyed, lost, or stolen Note.

(f) The Issuer hereby accepts the Bank's current blanket bond for lost, stolen, or destroyed Notes and any future substitute blanket bond for lost, stolen, or destroyed Notes that the Bank may arrange, and agrees that the coverage under any such blanket bond is acceptable to it and meets the Issuer's requirements as to security or indemnity. The Bank need not notify the Issuer of any changes in the security or other company giving such bond or the terms of any such bond, provided that the amount of such bond is not reduced below the amount of the bond on the date of execution of this Agreement. The blanket bond then utilized by the Bank for lost, stolen, or destroyed Notes by the Bank is available for inspection by the Issuer on request.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Notes it has paid pursuant to 3.01; Notes it has delivered upon the transfer or exchange of any Notes pursuant to Section 4.01; and Notes it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Notes pursuant to Section 4.06 of this Agreement.

## ARTICLE V

### THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and in accordance with the Order and agrees to use reasonable care in the performance thereof. The Bank hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium, if any, and interest on the Notes to pay the Note as the same shall become due and further agrees to establish and maintain all accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02 Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, bond, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Note, but is protected in acting upon receipt of Notes containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or an attorney-in-fact of the Owner. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, bond, security, or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counselor any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the obligations in the manner disclosed in the closing memorandum as prepared by the Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum. The Bank shall not be liable for any

losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. (a) The recitals contained herein and in the Notes shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

(b) The Bank shall in no event be liable to the Issuer, any Owner, or any other Person for any amount due on any Note except as otherwise expressly provided herein with respect to the liability of the Bank for its duties under this Agreement.

Section 5.04 May Hold Notes. The Bank, in its individual or any other capacity, may become the Owner or pledgee of Notes and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Money Held by Bank. (a) Money held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained.

(b) The Bank shall be under no liability for interest on any money received by it hereunder.

(c) Subject to the provisions of Title 6, Texas Property Code, any money deposited with the Bank for the payment of the principal, redemption premium, if any, of interest on any Note and remaining unclaimed for three years after final maturity of the Note has become due and payable will be paid by the Bank to the Issuer, and the Owner of such Note shall thereafter look only to the Issuer for the payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease.

(d) The Bank will comply with the reporting requirements of Chapter 74 of the Texas Property Code.

(e) For any funds held by the Bank in its capacity as Paying Agent/Registrar, the Bank shall deposit any moneys received from the Issuer into a trust account to be held in a paying agency capacity for the payment of the Notes, with such moneys in the account that exceed the deposit insurance available to the Issuer provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on the Notes have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank, its officers, directors, employees, and agents for, and hold them harmless against, any loss, liability, or expense incurred without negligence or bad faith on their part arising out of or in connection with its acceptance or administration of the Bank's duties hereunder, and under Article V of the Order, including the cost and expense (including its

counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demands or controversy over its persons as well as funds on deposit in the appropriate state or federal court in the State of Texas; waive personal service of any process; and agree that service of process by certified or registered mail, return receipt requested, to the address set forth in this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any person claiming any interest herein.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown below:

- (a) if to the Issuer:           The Ellis County, Texas  
  101 W. Main, Suite 302  
  Waxahachie, Texas 75165  
  Attention: County Auditor
  
- (b) if to the Bank:            First National Bank Texas  
  P.O. Box 937  
  Killeen, Texas 76540

Section 6.04 Designated Payment/Transfer Office. The Designated Payment/Transfer Office shall be the office of the Bank as set forth in Section 6.03.

Section 6.05 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.06 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.07 Separability. If any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar, and if any conflict exists between this Agreement and the Order, the Order shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. (a) This Agreement will terminate on the date of final payment by the Bank issuing its checks for the final payment of principal, redemption premium, if any, and interest of the Notes.

(b) The Issuer may not terminate the Bank as Paying Agent/Registrar so long as the bank is the sole holder of the Notes.

(c) If the Bank is not the sole holder of the Notes, this Agreement may be earlier terminated upon sixty (60) days written notice by either party; provided, that, no termination shall be effective until a successor has been appointed by the Issuer and has accepted the duties imposed by this Agreement. The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within sixty (60) days after giving notice of resignation.

(d) The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Execution Pages Follow]

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

THE ELLIS COUNTY, TEXAS

By: \_\_\_\_\_  
County Judge

ATTEST:

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

FIRST NATIONAL BANK TEXAS,  
as Paying Agent/Registrar

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

ANNEX "A"

SCHEDULE OF FEES FOR SERVICE AS PAYING AGENT/REGISTRAR

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ORDER

AUTHORIZING THE ISSUANCE OF

\$5,100,000  
ELLIS COUNTY, TEXAS  
TAX NOTES  
SERIES 2019

Adopted: August 27, 2019

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AN ORDER OF THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF ELLIS COUNTY, TEXAS, TAX NOTES, SERIES 2019, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$5,100,000; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE TERMS AND PROVISIONS OF SAID NOTES; APPROVING A PURCHASE AGREEMENT AND A BOND COUNSEL ENGAGEMENT LETTER; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, pursuant to Chapter 1431, Texas Government Code (the "Act"), the governing body of a county is authorized to issue the notes hereinafter authorized (the "Notes") to pay contractual obligations incurred or to be incurred for the purposes set forth in Section 3.01 hereof; and

WHEREAS, this governing body (the "Commissioners Court") of Ellis County, (the "County"), hereby finds and determines that it is necessary and in the best interest of the County and its citizens to issue such Notes for the purposes herein described and that such Notes shall be payable from and secured by ad valorem taxes levied, within the limits prescribed by law, on all taxable property within the County; and

WHEREAS, the County Auditor for the County has recommended to the Commissioners Court that the Notes be issued in the amount and for the purposes described in this Order authorizing the issuance of the Notes; and

WHEREAS, it is affirmatively found that this Commissioners Court is authorized to proceed with the issuance and sale of such Notes as authorized by the Constitution and laws of the State of Texas, particularly the Act; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Order has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Order, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code; Now Therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS:

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Order the following terms shall have the meanings specified below:

"Closing Date" means the date of the initial delivery of and payment for the Notes.

"Code" means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated

under such section, (b) any successor provision of similar import hereinafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code, and (d) the regulations promulgated under the provisions described in (b) and (c).

“Event of Default” means any Event of Default as defined in Section 10.01.

“Initial Note” means the Note described in Section 3.04(d) and 6.02(d).

“Interest and Sinking Fund” means the interest and sinking fund established by Section 8.01(a).

“Interest Payment Date” means the date or dates upon which interest on the Notes is scheduled to be paid until the maturity of the Notes, such dates being March 15 and September 15 of each year commencing March 15, 2020.

“Note” means any of the Notes.

“Notes” means the County’s tax notes entitled “Ellis County, Texas, Tax Notes, Series 2019” authorized to be issued by Section 3.01 of this Order.

“Order” means this Order.

“Original Issue Date” means the Closing Date.

“Owner” means the person who is the registered owner of a Note or Notes, as shown in the Register.

“Paying Agent/Registrar” means initially First National Bank Texas, or any successor thereto as provided in this Order.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the County and the Paying Agent/Registrar relating to the Notes.

“Project” means the purposes for which the Notes are issued as designated in Section 3.01.

“Project Fund” means the fund established by Section 8.01(a).

“Purchaser” means First National Bank Texas.

“Record Date” means the last business day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a).

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on Notes as the same come due and payable and remaining unclaimed by the Owners thereof for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions. The terms “Commissioners Court” and “County” shall have the meaning assigned in the preamble to this Order.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation. (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Article and section references shall mean references to articles and sections of this Order unless designated otherwise.

(c) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

## ARTICLE II

### SECURITY FOR THE NOTES

Section 2.01. Tax Levy for Payment of the Notes. (a) In order to provide for the payment of the debt service requirements on the Notes, being (i) the interest on the Notes and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum of the original amount of the Notes (whichever is greater), there is hereby levied for the current year and each succeeding year thereafter while the Notes are outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, within the limits prescribed by law, to pay such debt service requirements, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the County most recently approved in accordance with law and the money thus collected shall be deposited into the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Notes when and as due and payable in accordance with their terms and this Order.

(d) To the extent the County has available funds which may be lawfully used to pay debt service on the Notes and such funds are on deposit in the Interest and Sinking Fund in advance of the time the County Commissioners are required to set a tax rate for any year, then such tax rate which otherwise would be required to be established pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of such funds then on deposit in the Interest and Sinking Fund.

(e) If the liens and provisions of this Order shall be discharged in a manner permitted by applicable law, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

### ARTICLE III

#### AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTES

Section 3.01. Authorization. The County's tax notes, to be designated "Ellis County, Texas, Tax Notes, Series 2019," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including the Act, in the aggregate principal amount of \$5,100,000 for the purpose of paying contractual obligations to be incurred in connection with (i) constructing, improving and equipping facilities for the County's juvenile justice alternative education program; (ii) constructing, renovating, improving and equipping facilities for County Court at Law #3, including new offices for relocation of the Judge and staff; (iii) constructing, renovating, improving and equipping facilities Justice of the Peace for Precinct 2, including the acquisition of land therefor; (items 3.01(i) through 3.01(iii) collectively, the "Project"); (iv) paying professional services related to the Project, and (v) paying the costs of issuance of the Notes.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest. (a) The Notes shall be dated the Closing Date, shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Note which shall be numbered T-1.

(b) The Notes shall mature on September 15 in the year and in the principal amount set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2020	\$5,100,000	1.340%

(c) Interest shall accrue and be paid on the Note until payment of the principal amount of said Note shall have been paid or provision for such payment shall have been made, from the

later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for the maturity at the Interest Rate set forth in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date and shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment. (a) The principal of and interest on the Notes shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Notes shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Notes shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements. At the option of an Owner of at least \$1,000,000 principal amount of the Notes, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Note shall be paid to the person in whose name such Note is registered on the due date thereof upon presentation and surrender of such Note at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Notes is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Notes to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Notes thereafter coming due and, to the extent any such money remains after the retirement of all

outstanding Notes, shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Notes for any further payment of such unclaimed moneys or on account of any such Notes, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Initial Registration. (a) The Notes shall be executed on behalf of the County by the County Judge and County Clerk of the County, by their manual or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Notes shall have the same effect as if each of the Notes had been signed manually and in person by each of said officers, and such facsimile seal on the Notes shall have the same effect as if the official seal of the County had been manually impressed upon each of the Notes.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Notes ceases to be such officer before the authentication of such Notes or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Order, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Notes. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Note delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Order, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the County, and has been registered by the Comptroller.

(d) On the Closing Date, one Initial Note representing the entire principal amount of the Notes, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the County Judge and the County Clerk of the County, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee.

Section 3.05. Ownership. (a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Note is registered on the Record Date), and for all other purposes, whether or not such Note is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Note in accordance with this Section shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange. (a) So long as any Notes remain outstanding, the County shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Notes in accordance with this Order.

(b) The ownership of a Note may be transferred only upon the presentation and surrender of the Note at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Note shall be effective until entered in the Register.

(c) The Notes shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Note or Notes of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 principal amount and in an aggregate principal amount equal to the unpaid principal amount of the Notes presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Notes exchanged for other Notes in accordance with this Section.

(d) Each exchange Note delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Note or Notes in lieu of which such exchange Note is delivered.

(e) No service charge shall be made to the Owner for the initial registration or any subsequent transfer of Notes, but the Paying Agent/Registrar will require the Owner to pay the reasonable cost incurred by the Paying Agent/Registrar in connection with the exchange of a Note or Notes for a different denomination where no simultaneous transfer of the Note or Notes to a new Owner also occurs. In addition, the Paying Agent/Registrar may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Note.

Section 3.07. Cancellation. All Notes paid in accordance with this Order, and all Notes in lieu of which exchange Notes or replacement Notes are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, exchange, or replacement. The Paying Agent/Registrar shall then dispose of cancelled Notes in accordance with the Securities Exchange Act of 1934.

Section 3.08. Temporary Notes. (a) Following the delivery and registration of the Initial Note and pending the preparation of definitive Notes, the proper officers of the County may execute and, upon the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Notes that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Notes in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions,

substitutions and other variations as the officers of the County executing such temporary Notes may determine, as evidenced by their signing of such temporary Notes.

(b) Until exchanged for Notes in definitive form, such Notes in temporary form shall be entitled to the benefit and security of this Order.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Notes in definitive form; thereupon, upon the presentation and surrender of the Note or Notes in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Notes in temporary form and authenticate and deliver in exchange therefor a Note or Notes of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Note or Notes in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Notes. (a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Note to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Note is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Note;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the County to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of

any loss, damage, cost or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Note, may pay such Note.

(e) Each replacement Note delivered in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Note or Notes in lieu of which such replacement Note is delivered.

## ARTICLE IV

### REDEMPTION OF NOTES BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Notes shall not be subject to redemption before scheduled maturity.

The Notes shall be subject to redemption before their scheduled maturity only as provided in this Article.

Section 4.02. Optional Redemption. (a) The Notes shall be subject to redemption prior to maturity, at the option of the County, in whole or in part in principal amounts of \$5,000 or any integral multiple therefor, on any date on or after March 15, 2020 at the redemption price of par plus accrued interest to the date of redemption.

(b) At least ten (10) days prior to a redemption date for the Notes (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the County shall notify the Paying Agent/Registrar of the decision to redeem Notes, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor.

Section 4.03. Partial Redemption. (a) If less than all of the Notes are to be redeemed, the County will direct the Paying Agent/Registrar to call such Notes by lot, or by such other method that results in a random selection.

(b) A portion of a single Note of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Note is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of a Note as though it were a single note for purposes of selection for redemption.

(c) Upon surrender of any Note for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Note or Notes in an aggregate principal amount equal to the unredeemed portion of the Note so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Note as to which only a portion thereof is to be redeemed.

Section 4.04. Notice of Redemption to Owners. (a) The Paying Agent/Registrar shall give notice of any redemption of Notes by sending notice by first class United States mail, postage prepaid, not less than three (3) days before the date fixed for redemption, to the Holder of each Note (or portion thereof) to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Notes are to be surrendered for payment, and, if less than all the Notes outstanding are to be redeemed, an identification of the Notes or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05. Payment Upon Redemption. (a) Before or on each redemption date, the Paying Agent/Registrar shall make provision for the payment of the Notes to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the County sufficient to pay the principal of, premium, if any, and accrued interest on such Notes.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar, on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, premium, if any, and accrued interest on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.06. Effect of Redemption. (a) Notice of redemption having been given as provided in Section 4.04 of this Order, the Notes or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County defaults in the payment of the principal thereof or accrued interest thereon, such Notes or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Notes are presented and surrendered for payment on such date.

(b) If any Note or portion thereof called for redemption is not so paid upon presentation and surrender thereof for redemption, such Note or portion thereof shall continue to bear interest at the rate stated on the Note until paid or until due provision is made for the payment of same.

Section 4.07. Lapse of Payment. Money set aside for the redemption of Notes and remaining unclaimed by the Holders of such Notes shall be subject to the provisions of Section 3.03(e) hereof.

Section 4.08. Conditional Notice of Redemption. The County reserves the right, in the case of an optional redemption pursuant to Section 4.02 herein, to give notice of its election or direction to redeem Notes conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the County retains the right to rescind such notice at any time on or prior to the

scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Notes subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the County to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

## ARTICLE V

### PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. (a) The County hereby appoints First National Bank Texas, Killeen, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the County and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of the Note to which payments with respect to the Notes shall be mailed, as provided herein. The County or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Notes, and of all conversions, exchanges and replacements of such Notes, as provided in the Order.

(c) The execution and delivery of the Paying Agent/Registrar Agreement, substantially in the form presented at this meeting, specifying the duties and responsibilities of the County and the Paying Agent/Registrar, is hereby approved with such changes as may be approved by the County Judge of the County, and the County Judge and County Clerk of the County are hereby authorized to execute such agreement.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank, trust company, or other entity duly qualified and legally authorized under applicable law, to serve as and perform the duties and services of paying agent and registrar for the Notes.

Section 5.03. Maintaining Paying Agent/Registrar. (a) At all times while any Notes are outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order. The County Judge is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the County and the

Paying Agent/Registrar. The signature of the County Judge shall be attested by the County Clerk of the County.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement.

Section 5.04. Termination. The County reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) forty-five (45) days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Notes.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the County will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register, stating the effective date of the change and the name of the replacement Paying Agent/Registrar and the mailing address of its Designated Payment/Transfer Office.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Notes to the successor Paying Agent/Registrar.

## ARTICLE VI

### FORM OF THE NOTES

Section 6.01. Form Generally. (a) The Notes, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Notes, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Notes, as evidenced by their execution thereof.

(b) Any portion of the text of any Notes may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Notes.

(c) The Notes, including the Initial Note submitted to the Attorney General of Texas and any temporary Notes, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Notes, as evidenced by their execution thereof.

Section 6.02. Form of Notes. The form of Notes, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Notes, shall be substantially as follows:

[Form of Note]

REGISTERED  
No. R- \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

United States of America  
State of Texas

ELLIS COUNTY, TEXAS  
TAX NOTES  
SERIES 2019

INTEREST RATE:      MATURITY DATE:      CLOSING DATE:  
   \_\_\_\_\_%      September 15, 2020      September 13, 2019

Ellis County, Texas (the "County"), State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_

or registered assigns, on the Maturity Date specified above, the sum of

\_\_\_\_\_ DOLLARS

and to pay interest on the unpaid principal amount hereof from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 15 and September 15 of each year, commencing March 15, 2020.

The principal of this Note shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Note at the corporate office in Killeen, Texas (the "Designated Payment/Transfer Office"), of First National Bank Texas, as Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Note is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered

owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Notes is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The Note is one of a series of fully registered limited tax notes specified in the title hereof issued in the aggregate principal amount of \$5,100,000 (herein referred to as the "Notes") pursuant to a certain Order of the Commissioners Court of the County (the "Order") for the purpose of paying contractual obligations to be incurred in connection with the acquisition of the Project (as defined in the Order), to pay for professional services related to the Project and to pay the costs of issuance related to the Notes.

The Notes and the interest thereon are payable from the levy of a direct and continuing ad valorem tax levied, within the limit prescribed by law, against all taxable property in the County as described and provided in the Order.

The Notes shall be subject to redemption prior to maturity, at the option of the County, in whole or in part in principal amounts of \$5,000 or any integral multiple therefor, on any date on or after March 15, 2020 at the redemption price of par plus accrued interest to the date of redemption.

At least three (3) days prior to a redemption date for the Notes, the County shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the Holder of the Note at the address shown on the Register and subject to the terms and provisions relating thereto contained in the Order. If this Note shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date this Note shall become due and payable, and interest hereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount

to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

The County and the Paying Agent/Registrar shall not be required to transfer this Note to an assignee of the Holder within fifteen (15) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to a transfer by the Holder of the unredeemed balance hereof in the event of its redemption in part.

With respect to any optional redemption of the Notes, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.

As provided in the Order, and subject to certain limitations therein set forth, this Note is transferable upon surrender of this Note for transfer at the Designated Payment/Transfer Office, with such indorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Notes of the same stated maturity, of authorized denominations of \$5,000 or any integral multiple thereof, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Note is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Note be overdue, and neither the County nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Note and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Notes have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the County, including the Notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County has caused this Note to be executed by the manual or facsimile signature of the County Judge, countersigned by the manual or facsimile signature of the County Clerk of the County, and the official seal of the County has been duly impressed or placed in facsimile on this Note.

\_\_\_\_\_  
County Clerk, Ellis County, Texas

\_\_\_\_\_  
County Judge, Ellis County, Texas

(SEAL)

(a) [Form of Certificate of Paying Agent/Registrar]

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Notes referred to in the within mentioned Order. The series of Notes of which this Note is a part was originally issued as one Initial Note which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_

First National Bank Texas,  
as Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Signatory

(b) [Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): \_\_\_\_\_

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

(Social Security or other identifying number: \_\_\_\_\_) the within Note and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Note on the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed By: \_\_\_\_\_

\_\_\_\_\_

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(c) Initial Note Insertions.

(i) The Initial Note shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Note, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below";

B. in the first paragraph:

the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on September 15 in the year, in the principal installment and bearing interest at the per annum rate set forth in the following schedule:

Year                      Principal Installment                      Interest Rate

(Information to be inserted from Section 3.02(b) hereof); and

(ii) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Note:

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER           §  
OF PUBLIC ACCOUNTS                 §     REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS                 §

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Note, and that this Note has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

SEAL

Section 6.03. Legal Opinion. The approving legal opinion of Bracewell LLP, Bond Counsel, may be printed on the back of or attached to the Note over the certification of the County Clerk of the County, which may be executed in facsimile.

**ARTICLE VII**

**SALE OF THE NOTES;  
CONTROL AND DELIVERY OF THE NOTES**

Section 7.01. Sale of Notes.

(a) The Notes are hereby officially sold and awarded to First National Bank Texas (the "Purchaser"), for a purchase price equal to the principal amount thereof, being the best terms available to the County, pursuant to a purchase agreement (the "Purchase Agreement") between the County and the Purchaser, such Purchase Agreement being hereby approved. The County Judge is hereby authorized and directed to execute and deliver the Purchase Agreement to the Purchaser. The Initial Note shall be registered in the name of the Purchaser or its designee.

(b) All officers of the County are authorized to take such actions and to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Notes, as they may deem necessary and appropriate in order to consummate the delivery of the Notes. Further, in connection with the submission of the record of proceedings for the Notes to the Attorney General of the State of Texas for examination and approval of such Notes, the appropriate officer of the County is hereby authorized and directed to issue a check of

the County payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

(c) The obligation of the Purchaser to accept delivery of the Notes is subject to the Purchaser being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the County, which opinion shall be dated as of and delivered on the Closing Date. The County Judge is hereby authorized and directed to execute the engagement letter with Bracewell LLP, setting forth such firm's duties as Bond Counsel for the County, and such engagement letter and the terms thereof in the form presented at this meeting is hereby approved and accepted.

Section 7.02. Control and Delivery of Notes. (a) The County Judge is hereby authorized to have control of the Initial Note and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Notes shall be made to the Purchaser under and subject to the general supervision and direction of the County Judge, against receipt by the County of all amounts due to the County under the terms of sale.

(c) All officers of the County are authorized to take such actions and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Notes.

## ARTICLE VIII

### CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Funds. (a) The County hereby establishes the following special funds or accounts:

(i) The Ellis County, Texas, Tax Notes, Series 2019, Interest and Sinking Fund (the "Interest and Sinking Fund"); and

(ii) The Ellis County, Texas, Tax Notes, Series 2019, Project Fund (the "Project Fund").

(b) The Interest and Sinking Fund and the Project Fund shall be maintained at an official depository of the County.

Section 8.02. Interest and Sinking Fund. (a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Notes.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Notes plus the aggregate amount of interest due and that will become due and payable on such Notes, no further deposits to that fund need be made.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on the Notes as such become due and payable.

Section 8.03. Project Fund. (a) Money on deposit in the Project Fund, including investment earnings thereon, shall be used for the purposes specified in Section 3.01 of this Order.

(b) All amounts remaining in the Project Fund after the accomplishment of the purposes for which the Notes are hereby issued, including investment earnings of the Project Fund, shall be deposited into the Interest and Sinking Fund, unless a change in law permits or authorizes all or any part of such funds to be used for other purposes.

Section 8.04. Security of Funds. All moneys on deposit in the funds referred to in this Order shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Order.

Section 8.05. Deposit of Proceeds. The proceeds from the sale of the Notes shall be deposited to the Project Fund, such moneys to be dedicated and used for the purposes specified in Section 3.01.

Section 8.06. Investments. (a) Money in the Interest and Sinking Fund and the Project Fund, at the option of the County, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.07. Investment Income. Interest and income derived from investment of any fund created by this Order shall be credited to such fund.

## ARTICLE IX

### PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Notes. While any of the Notes are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay the interest on and the principal of the Notes, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants. (a) The County will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in the Note; the County will promptly pay or cause to be paid the principal of,

interest on, and premium, if any, with respect to, the Note on the dates and at the places and manner prescribed in such Note; and the County will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The County is duly authorized under the laws of the State of Texas to issue the Notes; all action on its part for the creation and issuance of the Notes has been duly and effectively taken; and the Notes in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

Section 9.03. Provisions Concerning Federal Income Tax Exclusion.

(a) General. The County intends that the interest on the Note be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code. The County covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Note to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of sections 103 and 141 through 150, inclusive, of the Code, that is applicable to the Note. In particular, the County covenants and agrees to comply with each requirement of this Section 9.03; provided, however, that the County will not be required to comply with any particular requirement of this Section 9.03, if the County has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Note or (ii) compliance with some other requirement will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel’s Opinion will constitute compliance with the corresponding requirement specified in this Section 9.03.

(b) No Private Use or Payment and No Private Loan Financing. The County covenants and agrees that it will make such use of the proceeds of the Note, including interest or other investment income derived from Note proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Note will not be “private activity bonds” within the meaning of section 141 of the Code. Moreover, the County will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Note are delivered, that the proceeds of the Note will not be used in a manner that would cause the Note to be “private activity bonds” within the meaning of section 141 of the Code.

(c) No Federal Guarantee. The County covenants and agrees that it has not and will not take any action, or knowingly omit to take any action within its control that, if taken or omitted, respectively, would cause the Note to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The County covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Note to be a “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Covenant. The County covenants and agrees that it will make such use of the proceeds of the Note, including interest or other investment income derived from Note proceeds, regulate investments of proceeds of the Note, and take such other and further action as may be required so that the Note will not be “arbitrage bonds” within the meaning of section 148(a) of the Code. Moreover, the County will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Note are delivered, that the proceeds of the Note will not be used in a manner that would cause the Note to be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Arbitrage Rebate. If the County does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the County will take all steps necessary to comply with the requirement that certain amounts earned by the County on the investment of the “gross proceeds” of the Note (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Note as may be required to calculate the amount earned on the investment of the gross proceeds of the Note separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issues of the County or moneys that do not represent gross proceeds of any bonds of the County, (ii) determine at such times as are required by the applicable Regulations, the amount earned from the investment of the gross proceeds of the Note that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Note, or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Note that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Note is issued, an information statement concerning the Notes, all under and in accordance with section 149(e) of the Code.

(h) Record Retention. The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Notes until three years after the last Note is redeemed or paid at maturity, or such other period as provided by subsequent guidance issued by the Department of the Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Notes by the Internal Revenue Service.

(i) Registration. The Notes will be issued in registered form.

(j) Deliberate Actions. The County will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Notes to fail to meet any requirement of section 141 of the Code after the issue date of the Notes unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, such remedial action is taken by the County, and a Counsel's Opinion is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of this Section 9.03 shall survive the defeasance and discharge of the Notes for as long as such matters are relevant to the excludability from gross income of interest on the Notes for federal income tax purposes.

(l) The County hereby designates the Note as a "qualified tax-exempt obligation" for purposes of section 265(b) of the Code. In connection therewith, the County represents that (a) the aggregate amount of tax-exempt obligations issued by the County during calendar year 2019, including the Note, that have been designated as "qualified tax-exempt obligations" under section 265(b)(3) of the Code does not exceed \$10,000,000, and (b) the reasonably anticipated amount of tax-exempt obligations that will be issued by the County during calendar year 2019, including the Note, will not exceed \$10,000,000. For purposes of this subsection, the term "tax-exempt obligation" does not include (i) "private activity bonds" within the meaning of section 141 of the Code, other than "private activity bonds" within the meaning of section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code or (ii) obligations issued to currently refund any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation. In addition, for purposes of this subsection, the County includes all entities that are aggregated with the County under the Code.

## ARTICLE X

### DEFAULT AND REMEDIES

Section 10.01. Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an "Event of Default," to-wit:

(i) the failure to make payment of the principal of or interest on any of the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the County.

Section 10.02. Remedies for Default. (a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special

proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Note then outstanding.

Section 10.03. Remedies Not Exclusive. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Note or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Note shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

## **ARTICLE XI**

### **DISCHARGE**

Section 11.01. Discharge. The Note may be refunded, defeased or discharged in any manner permitted by applicable law.

## **ARTICLE XII**

### **AMENDMENTS**

Section 12.01. Amendments. This Order shall constitute a contract with the Owners, be binding on the County, and shall not be amended or repealed by the County so long as any Note remains outstanding except as permitted in this Section. The County may, without consent of or notice to any Owners, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the County may, with the written consent of the Owners of the Notes holding a majority in aggregate principal amount of the Notes then outstanding, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Owners of outstanding Notes, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Notes, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Notes, (ii) give any preference to any Note over any other Note, or (iii) reduce the aggregate principal amount of Notes required to be held by Owners for consent to any such amendment, addition, or rescission.

## ARTICLE XIII

### MISCELLANEOUS

Section 13.01. Changes to Order. The County Judge, County Administrator and County Auditor, in consultation with Bond Counsel, are each hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Notes by the Attorney General of Texas.

Section 13.02. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Order.

Section 13.03. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Notes or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Notes.

FINALLY PASSED, APPROVED AND EFFECTIVE THIS 27th day of August, 2019.

---

County Judge  
Ellis County, Texas

ATTEST:

---

County Clerk  
Ellis County, Texas

[SEAL]

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ORDER

AUTHORIZING THE ISSUANCE OF

\$ ~~\_\_\_\_\_~~ 5,100,000  
ELLIS COUNTY, TEXAS  
TAX NOTES  
SERIES 2019

Adopted: August ~~20,~~27, 2019

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AN ORDER OF THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF ELLIS COUNTY, TEXAS, TAX NOTES, SERIES 2019, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$~~\_\_\_\_\_~~5,100,000; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE TERMS AND PROVISIONS OF SAID NOTES; APPROVING A PURCHASE AGREEMENT AND A BOND COUNSEL ENGAGEMENT LETTER; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, pursuant to Chapter 1431, Texas Government Code (the "Act"), the governing body of a county is authorized to issue the notes hereinafter authorized (the "Notes") to pay contractual obligations incurred or to be incurred for the purposes set forth in Section 3.01 hereof; and

WHEREAS, this governing body (the "Commissioners Court") of Ellis County, (the "County"), hereby finds and determines that it is necessary and in the best interest of the County and its citizens to issue such Notes for the purposes herein described and that such Notes shall be payable from and secured by ad valorem taxes levied, within the limits prescribed by law, on all taxable property within the County; and

WHEREAS, the County Auditor for the County has recommended to the Commissioners Court that the Notes be issued in the amount and for the purposes described in this Order authorizing the issuance of the Notes; and

WHEREAS, it is affirmatively found that this Commissioners Court is authorized to proceed with the issuance and sale of such Notes as authorized by the Constitution and laws of the State of Texas, particularly the Act; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Order has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Order, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code; Now Therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS:

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Order the following terms shall have the meanings specified below:

"Closing Date" means the date of the initial delivery of and payment for the Notes.



sufficient, within the limits prescribed by law, to pay such debt service requirements, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the County most recently approved in accordance with law and the money thus collected shall be deposited into the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Notes when and as due and payable in accordance with their terms and this Order.

(d) To the extent the County has available funds which may be lawfully used to pay debt service on the Notes and such funds are on deposit in the Interest and Sinking Fund in advance of the time the County Commissioners are required to set a tax rate for any year, then such tax rate which otherwise would be required to be established pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of such funds then on deposit in the Interest and Sinking Fund.

(e) If the liens and provisions of this Order shall be discharged in a manner permitted by applicable law, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

### ARTICLE III

#### AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTES

Section 3.01. Authorization. The County's tax notes, to be designated "Ellis County, Texas, Tax Notes, Series 2019," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including the Act, in the aggregate principal amount of \$~~\_\_\_\_\_~~5,100,000 for the purpose of paying contractual obligations to be incurred in connection with (i) constructing, improving and equipping facilities for the County's juvenile justice alternative education program; (ii) constructing, renovating, improving and equipping facilities for County Court at Law #3, including new offices for relocation of the Judge and staff; (iii) constructing, renovating, improving and equipping facilities Justice of the Peace for Precinct 2, including the acquisition of land therefor; (items 3.01(i) through 3.01(iii) collectively, the "Project"); (iv) paying professional services related to the Project, and (v) paying the costs of issuance of the Notes.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest. (a) The Notes shall be dated the Closing Date, shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Note which shall be numbered T-1.

(b) The Notes shall mature on September 15 in the year and in the principal amount set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2020	\$ <u>5,100,000</u>	<u>1.340%</u>

(c) Interest shall accrue and be paid on the Note until payment of the principal amount of said Note shall have been paid or provision for such payment shall have been made, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for the maturity at the Interest Rate set forth in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date and shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment. (a) The principal of and interest on the Notes shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Notes shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Notes shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements. At the option of an Owner of at least \$1,000,000 principal amount of the Notes, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Note shall be paid to the person in whose name such Note is registered on the due date thereof upon presentation and surrender of such Note at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Notes is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal

bear interest at the rate stated on the Note until paid or until due provision is made for the payment of same.

Section 4.07. Lapse of Payment. Money set aside for the redemption of Notes and remaining unclaimed by the Holders of such Notes shall be subject to the provisions of Section 3.03(e) hereof.

Section 4.08. Conditional Notice of Redemption. The County reserves the right, in the case of an optional redemption pursuant to Section 4.02 herein, to give notice of its election or direction to redeem Notes conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the County retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Notes subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the County to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

## ARTICLE V

### PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. (a) The County hereby appoints \_\_\_\_\_, \_\_\_\_\_ First National Bank Texas, Killeen, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the County and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of the Note to which payments with respect to the Notes shall be mailed, as provided herein. The County or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Notes, and of all conversions, exchanges and replacements of such Notes, as provided in the Order.

ARTICLE VI

FORM OF THE NOTES

Section 6.01. Form Generally. (a) The Notes, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Notes, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Notes, as evidenced by their execution thereof.

(b) Any portion of the text of any Notes may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Notes.

(c) The Notes, including the Initial Note submitted to the Attorney General of Texas and any temporary Notes, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Notes, as evidenced by their execution thereof.

Section 6.02. Form of Notes. The form of Notes, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Notes, shall be substantially as follows:

[Form of Note]

REGISTERED  
No. R- \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

United States of America  
State of Texas

ELLIS COUNTY, TEXAS  
TAX NOTES  
SERIES 2019

INTEREST RATE:      MATURITY DATE:      CLOSING DATE:  
\_\_\_\_\_ %      September 15, ~~2019~~2020      September ~~12, 13,~~ 2019

Ellis County, Texas (the "County"), State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_

or registered assigns, on the Maturity Date specified above, the sum of

\_\_\_\_\_ DOLLARS

and to pay interest on the unpaid principal amount hereof from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 15 and September 15 of each year, commencing March 15, 2020.

The principal of this Note shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Note at the corporate office in Dallas Killeen, Texas (the "Designated Payment/Transfer Office"), of \_\_\_\_\_ First National Bank Texas, as Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Note is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Notes is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The Note is one of a series of fully registered limited tax notes specified in the title hereof issued in the aggregate principal amount of \$ \_\_\_\_\_ 5,100,000 (herein referred to as the "Notes") pursuant to a certain Order of the Commissioners Court of the County (the "Order") for the purpose of paying contractual obligations to be incurred in connection with the acquisition of

IN WITNESS WHEREOF, the County has caused this Note to be executed by the manual or facsimile signature of the County Judge, countersigned by the manual or facsimile signature of the County Clerk of the County, and the official seal of the County has been duly impressed or placed in facsimile on this Note.

\_\_\_\_\_  
County Clerk, Ellis County, Texas

\_\_\_\_\_  
County Judge, Ellis County, Texas

(SEAL)

(a) [Form of Certificate of Paying Agent/Registrar]

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Notes referred to in the within mentioned Order. The series of Notes of which this Note is a part was originally issued as one Initial Note which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_

\_\_\_\_\_  
First National  
Bank Texas,  
as Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Signatory

(ii) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Note:

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER           §  
OF PUBLIC ACCOUNTS                   §     REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS                   §

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Note, and that this Note has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

SEAL

Section 6.03. Legal Opinion. The approving legal opinion of Bracewell LLP, Bond Counsel, may be printed on the back of or attached to the Note over the certification of the County Clerk of the County, which may be executed in facsimile.

**ARTICLE VII**

**SALE OF THE NOTES;  
CONTROL AND DELIVERY OF THE NOTES**

Section 7.01. Sale of Notes: ~~Official Statement.~~

(a) The Notes are hereby officially sold and awarded to \_\_\_\_\_ First National Bank Texas (the "Purchaser"), for a purchase price equal to the principal amount thereof, being the best terms available to the County, pursuant to a purchase agreement (the "Purchase Agreement") between the County and the Purchaser, such Purchase Agreement being hereby approved. The County Judge is hereby authorized and directed to execute and deliver the Purchase Agreement to the Purchaser. The Initial Note shall be registered in the name of the Purchaser or its designee.

(b) All officers of the County are authorized to take such actions and to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Notes, as they may deem necessary and appropriate in order to consummate the delivery of the Notes. Further, in connection with the submission of the record of proceedings for the Notes to the Attorney General of the State of Texas for examination and approval of such

FINALLY PASSED, APPROVED AND EFFECTIVE THIS ~~\_\_\_\_\_~~27th day of August, 2019.

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County Judge  
Ellis County, Texas

ATTEST:

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County Clerk  
Ellis County, Texas

[SEAL]

3.8

**WHITE DIVERSIFIED ENGINEERING INC.**

6037 County Road 311 - Grandview, Texas 76050

[engineerrazorback80@gmail.com](mailto:engineerrazorback80@gmail.com)

Cell # 817-653-1668

Joseph A. White, P.E.

Texas Firm # F-4020

August 19, 2019

This is an agreement for Joseph A. White, Texas P.E. #62637, working as White Diversified Engineering, Incorporated, Texas Firm #F-4020 to provide hourly services to Ellis County, Texas. In compliance with Texas regulations for Professional Engineers, this firm has been previously been selected and approved by the Ellis County Commissioners Court based solely on qualifications. Therefore, a fee schedule is now presented as part of this agreement.

The scope of work in assisting the Commissioners Court as requested with duties associated with buildings, space and property may include, but not be limited to the following:

- Provide historical information associated with past space requirement and construction.
- Information gathering and programing associated with current needs.
- Location and evaluation of property for possible construction sites.
- Coordination with Building Architects to secure designs, estimates, plans and specifications acceptable to the Commissioners Court.
- Coordination with Architects, Purchasing, County Attorney Office and Commissioners Court to secure property and construction services.
- Provide assistance as requested with construction and furnishing of projects.

The specific areas to be addressed and the amount of work to be performed will be limited to the requests of the Commissioners Court and in agreement with White Diversified Engineering, Inc.

This agreement can be terminated by either party at any time for any reason.

Hourly rate of \$120.00 per hour with a two-hour billing minimum per trip to Ellis County. Hourly rate is inclusive of vehicle mileage, social security, taxes and insurance. Liability Insurance coverage of \$1,000,000 per occurrence and \$2,000,000 annual aggregate is included.

A maximum amount not to be exceeded may be set by Ellis County as part of this agreement.

Joseph A. White

Date

Joseph A. White, P.E.