



Change Order Proposal

Johnson Controls Fire Protection

3691 Old Shed Rd
BOSSIER CITY LA 71111-0000

Tel. No: 318-688-4222

Date: 10/07/2025

Customer: Bowle County Correctional
Cent
Jeff Neal
105 WEST RD FRNT ST
TEXARKANA TX 75501-
0000

Project: Bowle County Correctional - FI
105 WEST RD FRNT ST
TEXARKANA TX 75501-0000

Customer Tel. No: 903-701-5726

Customer Fax. No:

Customer PO/Cont No. _____

Customer RFP Number _____

Johnson Controls Contract No: 650634266

Johnson Controls CO No: CO-FA-002

Johnson Controls RFI No: _____

Contract Extension In days: _____

It is hereby agreed the changes and additions in the Scope of Work noted below shall constitute an Extra to the contract in the amount noted on this form.

The sum shall be added to the original value of the above numbered contract and at Extras heretofore approved.

Change Order Description: Added DD and SD

Scope Of the Work:

JCI Fire Protection proposes to provide labor and material to replace 15 missed duct detectors, and 15 smokes and 1 heat for the elevator controls. We will require a support platform, provided by you, in order to be able to replace the duct detectors. Any other work will require a separate change order.

Price of the Work: \$40,000.00

The above price includes all applicable taxes Yes No ☒

All work performed hereunder shall be in accordance with the terms and conditions of the base contract in effect as to the day of this proposal.

Customer Signature

Signature _____

Name: _____

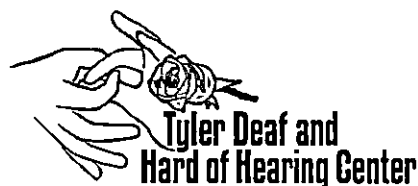
Title: _____

Johnson Controls Signature

Signature 

Name: Bill Laurehson

Title: Project Manager



INTERPRETER COORDINATOR
voice via Relay Services 903-617-6204
coordinator @tdhhc.org
PO Box 6134, Tyler, TX 75711

Sign Language Interpreting Service Rates

COMMUNITY, EDUCATION, &/or MEDICAL:

Base Rate	\$75 per hour	M – F, 8 am – 5 pm
Urgent Rate	\$110 per hour	Requests < 24 hours notice
After Hours/Weekend Rate	\$115 per hour	M – F, 5:01 pm – 7:59 am, Sat. & Sun.
Holiday Rate	\$135 per hour	Holidays when state agencies are closed.

LEGAL/COURT:

Base Rate	\$105 per hour	M – F, 8 am – 5 pm
Urgent Rate	\$140 per hour	Requests < 24 hours notice
After Hours/Weekend Rate	\$145 per hour	M – F, 5:01 pm – 7:59 am, Sat. and Sun.
Holiday Rate	\$170 per hour	Holidays when state agencies are closed.

TERMS FOR MINIMUM HOURS BOOKED AND CANCELLATIONS:

- All on site assignments will be booked and billed for a minimum of two hours. If Internet-Based (i.e. Zoom, Google Meet, etc.), it will be billed for a minimum of one hour and Internet Admin Fee of \$15
- On site assignments lasting over two hours are billed at quarter hour increments. For Internet-Based assignments, lasting over one hour will be billed at quarter hour increments.
- On site assignments canceled with less than 24 hours notice will be billed for two hours. For Internet-Based assignments, if canceled with less than 24 hours notice, will be billed for one hour.
- On site assignments canceled with less than four hours notice or once the interpreter has arrived on site will be billed at the entire booked rate.
- Assignments of an hour or more in length may require the use of more than one interpreter depending upon the nature of the assignment.
- All assignments (both on site and Internet-Based) will be charged with an Admin Fee of \$40.

NOTE: All scheduled and confirmed appointments will be billed even if the Deaf or Hard of Hearing Consumer does not show up for their appointment or entity does not notify TDHHC of any changes to set appointment.

ENTITY/CLIENT AGREEMENT:

Name of Company/Entity: _____

Billing Contact Name: _____

Email address to send invoice:

Mailing address:

City: _____ *State:* _____ *Zip:* _____

Phone Number: _____

Payment in full shall be due within thirty (30) calendar days from the invoice date ('Net 30').

Manager or Accounts Payable contact person and phone number or email:

This service rate agreement remains in effect until an updated service rate agreement is signed. TDHHC will notify you when a new service rate agreement is available to be signed in order to continue providing services to our Deaf, Hard of Hearing, and DeafBlind community.

The authorized agent signing below has read and agrees on behalf of the above-named Entity to be bound by the Interpreter Rates as set forth:

Printed Name: _____

Signature: _____

Date: _____

Each Department may set Internal Deadline to require time to be entered earlier than stated below so the Final Payroll Office Deadline is assured.

Payroll Deadlines and Time Frames

#	P/R	Pay Period	All Payroll Changes Due - 12 Noon on	Last Day for Employee to Submit Their Timesheet	Last Day for Supervisors to Approve Employee Timesheet	Paycheck Date
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1 12/28/2025 1/10/2026 1/9/2026 1/11/2026 1/12/2026 1/20/2026

2 1/11/2026 1/24/2026 1/23/2026 1/25/2026 1/26/2026 2/2/2026

3 1/25/2026 2/7/2026 2/6/2026 2/8/2026 2/9/2026 2/17/2026

4 2/8/2026 2/21/2026 2/20/2026 2/22/2026 2/23/2026 3/2/2026

5 2/22/2026 3/7/2026 3/6/2026 3/8/2026 3/9/2026 3/16/2026

6 3/8/2026 3/21/2026 3/20/2026 3/22/2026 3/23/2026 3/30/2026

7 3/22/2026 4/4/2026 4/3/2026 4/5/2026 4/6/2026 4/13/2026

8 4/5/2026 4/18/2026 4/17/2026 4/19/2026 4/20/2026 4/27/2026

9 4/19/2026 5/2/2026 5/1/2026 5/3/2026 5/4/2026 5/11/2026

10 5/3/2026 5/16/2026 5/15/2026 5/17/2026 5/18/2026 5/26/2026

11 5/17/2026 5/30/2026 5/29/2026 5/31/2026 6/1/2026 6/8/2026

12 5/31/2026 6/13/2026 6/12/2026 6/14/2026 6/15/2026 6/22/2026

13 6/14/2026 6/27/2026 6/26/2026 6/28/2026 6/29/2026 7/6/2026

14 6/28/2026 7/11/2026 7/10/2026 7/12/2026 7/13/2026 7/20/2026

15 7/12/2026 7/25/2026 7/24/2026 7/26/2026 7/27/2026 8/3/2026

16 7/26/2026 8/8/2026 8/7/2026 8/9/2026 8/10/2026 8/17/2026

17 8/9/2026 8/22/2026 8/21/2026 8/23/2026 8/24/2026 8/31/2026

18 8/23/2026 9/5/2026 9/4/2026 9/6/2026 9/7/2026 9/14/2026

19 9/6/2026 9/19/2026 9/18/2026 9/20/2026 9/21/2026 9/28/2026

20 9/20/2026 10/3/2026 10/2/2026 10/4/2026 10/5/2026 10/13/2026

21 10/4/2026 10/17/2026 10/16/2026 10/18/2026 10/19/2026 10/26/2026

22 10/18/2026 10/31/2026 10/30/2026 11/1/2026 11/2/2026 11/9/2026

23 11/1/2026 11/14/2026 11/13/2026 11/15/2026 11/16/2026 11/23/2026

24 11/15/2026 11/28/2026 11/27/2026 11/29/2026 11/30/2026 12/7/2026

25 11/29/2026 12/12/2026 12/11/2026 12/13/2026 12/14/2026 12/21/2026

26 12/13/2026 12/26/2026 12/25/2026 12/27/2026 12/30/2026 1/4/2027

Please consult with your Department Head to determine if the Department cutoff date is sooner.

*Payroll Change cut offs dates are subject to change due to Holidays and circumstances beyond our control but only after

if an Employee or the Approver is non compliant with the above final cutoff dates, DO must be suspended due to bank file deadlines. A paper check

Holiday on Monday Payday on Tuesday

Third Check No Insurance Deductions or Time
Accruals or Cell Phone/Car Allowances or
Longevity Pay

Holiday on Monday Payday on Tuesday

Third Check No Insurance Deductions or Time
Accruals or Cell Phone/Car Allowances or
Longevity Pay

Holiday on Monday Payday on Tuesday

Holiday on Monday Payday on Tuesday



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

Request for Decision: Printing 1095-C tax forms

For counties or districts participating in the Affordable Care Act Reporting & Tracking Service (ARTS).

In June 2025, TAC notified ARTS participants about new laws* related to the 1095-C tax forms:

Effective as of the 2024 reporting year, employers are no longer required to distribute a printed 1095-C to all full-time / benefits-eligible employees. Now, these forms only need to be provided upon request (see requirements below). *Note that 1095-C forms must still be filed with the IRS for each calendar year. TAC HEBP will continue to do so for as long as your county or district is a participant in the ARTS program and provides the necessary data according to our specifications and deadlines.*

*The Paperwork Burden Reduction Act (H.R. 3797) and the Employer Reporting Improvement Act (H.R. 3801) were signed into law in December 2024.

As an ARTS participant, here is what this means for you:

Beginning with reporting year 2025, TAC HEBP will no longer print or mail 1095-C forms, unless we receive a written request from your county or district to do so no later than **October 15, 2025**.

If you wish to continue receiving printed forms, there will be a \$3 per form charge, plus \$1.50 per form for postage if mailing directly to recipients.

If you do not wish to continue printing and distributing these forms, the requirements are:

- Provide a written notification to your full-time / benefits-eligible employees to let them know that printed forms will no longer be automatically provided to them.
- Provide a place* on your County/District website where employees can request a copy of their 1095-C form.
- Upon receipt of a request, you have 30 days to respond and provide the requested form.

* Click [HERE](#) for an example of TAC HEBP's 1095-B online request form

We will continue to upload a PDF document containing all your county or district's 1095-C forms to your Syncplicity folder, for you to view and print individual forms if desired.

Decision Form: Please provide your decision regarding printing of 1095-C forms and sign below.

County/District/Entity Name: Bowie County	
<input checked="checked" type="radio"/>	We do not wish to have 1095-C forms printed for calendar year 2025. We understand that we must comply with the requirements listed above.
<input type="radio"/>	We are requesting printed 1095-C forms to be mailed directly to the county/district and agree to the \$3 per form cost.
<input type="radio"/>	We are requesting printed 1095-C forms and request that forms be mailed directly to employees. We agree to the \$3 per form cost + \$1.50 per form for postage.
Date:	
Printed Name & Title:	
Signature:	

EXHIBITS:

Exhibit A – Assignment Agreement

**RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND
AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY
AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE
SUBJECT**

WHEREAS, the Northeast Texas Housing Finance Corporation (the "Corporation") was created by the Texas Counties of Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River and Titus pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269I-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (as it may be amended, the "Act"); and

WHEREAS, the Corporation has informed Franklin County, Texas (the "Sponsor") that the Corporation has filed or intends to file with the Texas Bond Review Board an application in the 2025 program year for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of \$12,000,000 (the "Reservation"); and

WHEREAS, the Corporation has informed the Sponsor that the Board of Directors of the Corporation has adopted or intends to adopt a resolution to delegate to the Texas Department of Housing and Community Affairs ("TDHCA"), pursuant to Chapter 394.032(e) of the Act, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments as permitted under the Act, including its authority to issue bonds for those purposes; and

WHEREAS, as one of the governmental units that created the Corporation, the Commissioners Court of the Sponsor (the "Governing Body") desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the "Assignment Agreement"); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

**THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF
FRANKLIN COUNTY, TEXAS, THAT:**

Section 1. The Governing Body specifically approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement. The approval herein given is solely pursuant to Chapter 1372.044 of the Texas Government Code, and is not to be construed as any undertaking by the Sponsor, and it is expressly acknowledged that any bonds issued by TDHCA using the Reservation would be obligations only of TDHCA and shall never constitute an indebtedness or pledge, within the meaning of any constitutional or statutory provision, of the Corporation, the Sponsor or any other municipal or political corporation or subdivision of the State of Texas, and the holders of any such obligations shall never be paid in whole or in part out of any funds raised

or to be raised by taxation or any other revenues of the Corporation, the Sponsor or any such municipal or political corporation or subdivision.

Section 2. The County Judge, the County Commissioners, the County Clerk and the other officers of the Sponsor are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

[Execution page follows]

PASSED AND APPROVED this _____.

County Judge

(SEAL)

ATTEST:

County Clerk

[if necessary]

APPROVED AS TO FORM:

County Attorney]

Exhibit A

Assignment Agreement

Exhibits:

Exhibit A – Term Sheet

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (this “**Agreement**”) is made as of the ____ day of _____, 20__ by and between **NORTHEAST TEXAS HOUSING FINANCE CORPORATION (“HFC”)**, a Texas non-profit housing finance corporation and the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (“TDHCA”)**, a public and official agency of the State of Texas.

RECITALS:

A. HFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Texas Local Government Code, Chapter 394 (as it may be amended, the “**Act**”), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes HFC to issue bonds for the purpose of obtaining funds to finance home mortgage loans (or participation interests therein) for persons of low and moderate income for homes within the geographic limits of Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River and Titus County.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the “**Code**”), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain “private activity bonds” (as defined in Section 141(a) of the Code) must come within the issuing authority’s private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond “State ceiling” (as defined in Section 146(d) of the Code) applicable to the State of Texas (the “**State**”) is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the “**Allocation Act**”).

F. The Allocation Act requires HFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an “**Application for Reservation**”) with the Texas Bond Review Board (the “**Bond Review Board**”), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the “**Allocation Rules**”) require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on July 23, 2025, HFC authorized the filing of an Application for

Reservation with the Bond Review Board in the maximum amount of \$12,000,000 with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of "State Ceiling" in connection with such Application for Reservation (the "Reservation").

I. HFC has determined to (a) delegate to TDHCA HFC's authority to issue bonds or mortgage credit certificates ("MCCs") for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments as permitted under the Act, including its authority to issue bonds for those purposes, and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. HFC was created by Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River and Titus County (the "Sponsor") pursuant to the Act.

K. As the governmental unit that created HFC, the Sponsor has approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. **Assignment.** HFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of HFC's right, title and interest in, to and under the Reservation (the "Assignment"), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2025 program year.

2. **Consents.** HFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.

3. **Expenses.** TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and TDHCA will pay all costs associated with the issuance of the bonds.

4. **Agreement.** In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of HFC (a) mortgage loans that are eligible for pooling into mortgage certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", and referred to herein together with the Pooled Loans collectively as "HFC Loans"), until an aggregate amount of \$12,000,000 of HFC Loans (accounting for the amount of Pooled Loans originated, pooled and purchased by the trustee, and the amount of volume cap used to originate the Combo Loans) have been originated or issued, respectively. HFC Loans will be originated on a first-in, first-out basis. The provisions in the Term Sheet attached hereto as Exhibit A are incorporated herein and supplement the provisions of this Agreement; however, in the event of any inconsistency between the provisions of this Agreement and the Term Sheet, the provisions of this Agreement shall supersede those of the Term Sheet.

5. **Fees.** TDHCA will pay an ongoing fee of 4.75 basis points (collectively, "HFC Fees") of the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. HFC Fees will be paid for a period of 10 years for each HFC Loan originated

under this Agreement and purchased by the trustee that is not more than 30-days delinquent at the time an HFC Fee is calculated. The outstanding balance of HFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of HFC Loans). HFC Fees cease to accrue with respect to any HFC Loan once that HFC Loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by HFC.

6. **Reporting.** Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

7. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

8. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

9. **Entire Agreement; Amendment and Waiver.** This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

[Execution pages follow]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

NORTHEAST TEXAS HOUSING FINANCE CORPORATION

By: _____
Name: _____
Title: _____

[signatures continue next page]

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY
AFFAIRS**

By: _____
Name: _____
Title: _____

EXHIBIT A – TERM SHEET

**2025 Term Sheet
Housing Finance Corporation Volume Cap Assignment**

Issuer:	Texas Department of Housing and Community Affairs ("TDHCA")
HFC Partner:	Housing Finance Corporation ("HFC")
Volume Cap:	To be reserved by the HFC for subsequent assignment to TDHCA ("Reservation").
Assignment:	TDHCA and the HFC will execute an Assignment Agreement to assign the Reservation to TDHCA. The HFC's governing body will be required to approve the Assignment.
Assignment Purpose:	To be used by TDHCA to originate (a) My First Texas Home Bond Loans that are eligible for pooling into mortgage backed securities and purchased by tax-exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", collectively "HFC Loans").
Loan Prioritization	The HFC Loans shall be recorded on a first in first out ("FIFO") basis until the equivalent of the assigned volume cap has been exhausted.
Volume Cap Utilization:	Pooled Loans will be credited at par. Combo Loans will be credited in accordance with the volume cap used to originate such loan.
HFC Fees:	<p>TDHCA will pay an ongoing fee of 4.75 basis points against the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued.</p> <p>The HFC Fees will be paid for a period of ten years for each loan originated under the Assignment Agreement that is not more than 30-days delinquent at the time the Pooled Loan Fee is calculated. The outstanding balance will be reduced monthly to reflect principal repayments and prepayments (including foreclosures). HFC Fees cease to accrue with respect to any HFC Loan once that loan has been repaid or prepaid.</p> <p>HFC Fees will be paid annually, in accordance with payment instructions to be provided by the HFC.</p>
Related Costs:	TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of the Assignment Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and will pay all costs associated with the issuance of the bonds.
Reporting:	Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to

the outstanding loan balances; no personally identifiable information will be included.

Mortgage Loan Program

While TDHCA may originate more loans within the HFC's jurisdiction, the maximum amount of HFC Loans is limited to the volume cap assigned.

Loans originated through a bond issue include FHA, VA, and USDA loans (no conventional loans). All loans must have a term of 30 years.



2025 HFC Partnership Program

Single Family Private Activity Bond Volume Cap Assignments

The Partnership

Active Partners

HFC Benefits

Your HFC

Key Dates

Timelines, Process & Documents

My First Texas Home Program

On-Going Marketing

Quarterly Reporting

Term Sheet

The Partnership



Local Housing Finance Corporations' (HFCs) mission under State law is to facilitate the financing of housing for low- and moderate-income residents within their jurisdiction.



HFCs may promote single-family homeownership by issuing Mortgage Revenue Bonds, where proceeds are used to provide mortgage loans to low- and moderate-income homebuyers at below-market interest rates.



Mortgage Revenue Bond programs are an important part of the mission, however they are difficult to establish, costly to administer, and arduous to maintain.

The Partnership

Many Local Texas HFCs have concluded that the most effective way to promote Single-Family Home Ownership in their jurisdiction is to partner with the Texas Department of Housing and Community Affairs (TDHCA) through the ***assignment of Private Activity Bond Volume Cap.***

TDHCA has an established and extensive Mortgage Revenue Bond program, issuing nearly \$1 Billion in bonds annually to fund My First Texas Home Mortgage Loans and Mortgage Credit Certificates for eligible first-time homebuyers and veterans.

TDHCA's Bond Indentures are approaching \$3 Billion. The Department works hand-in-hand with each HFC to determine the projected loan demand in their jurisdictions and appropriate Volume Cap Assignment amount to ensure ***Volume Cap assigned to your HFC is used where it was intended... in your community.***

City of Arlington HFC

Cameron County HFC

Capital Area HFC

City of Dallas HFC

City of El Paso HFC

Fort Bend County HFC

City of Grand Prairie HFC

Harris County HFC

City of McKinney HFC

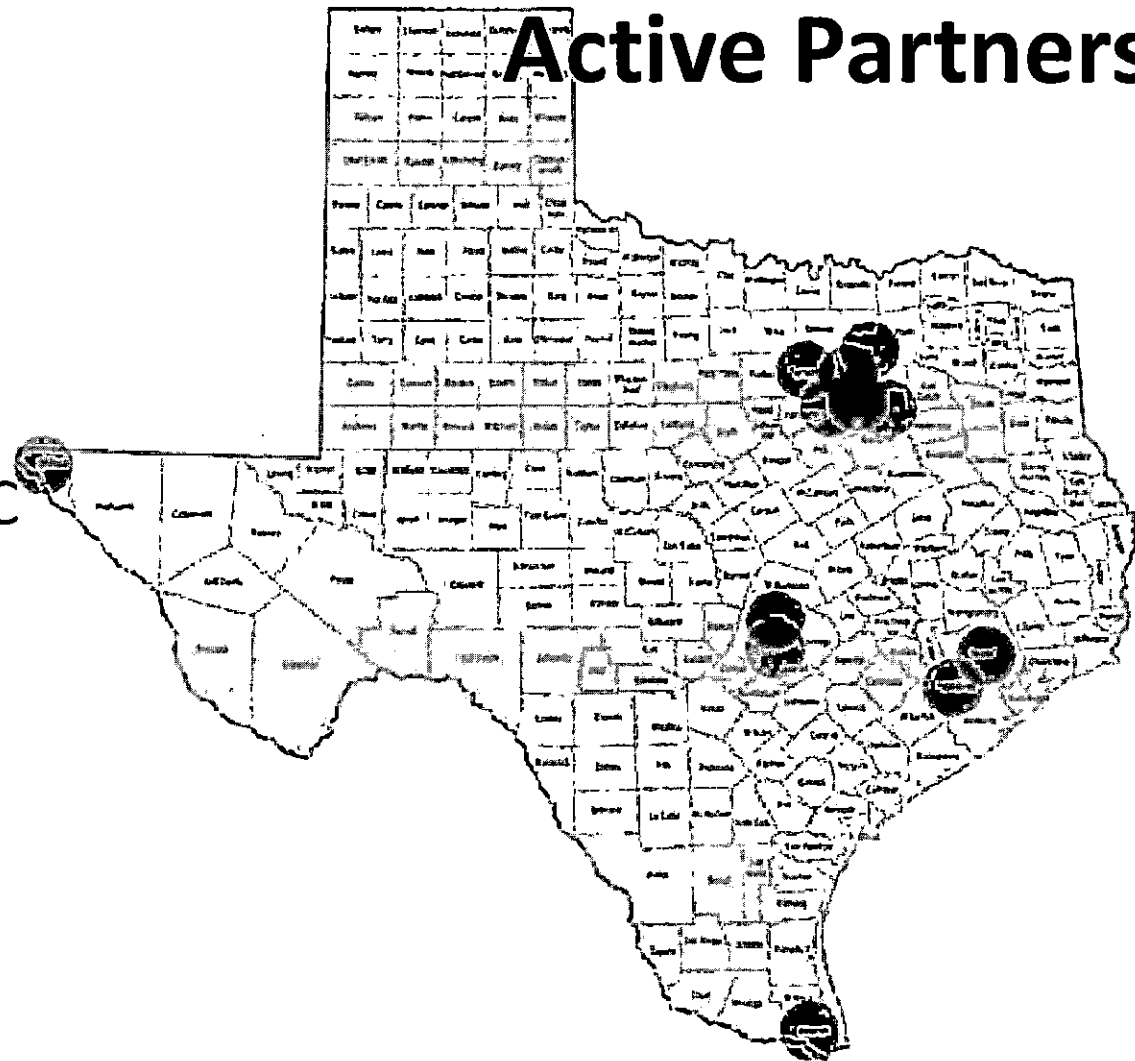
North Central Texas HFC

City of Rowlett

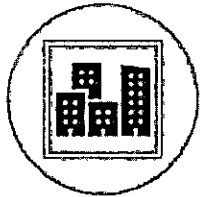
Tarrant County HFC

Travis County HFC

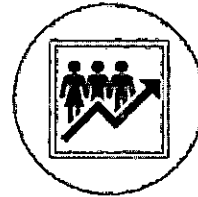
Active Partners



HFC Benefits



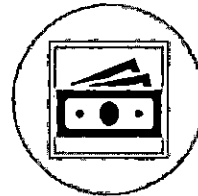
Ensures State-assigned Volume Cap intended for your community is utilized in your community.



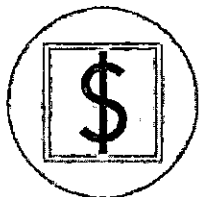
Leverages TDHCA's economies of scale to provide efficient, effective, and meaningful use of your volume cap.



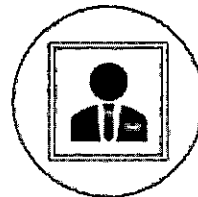
Below market-rate mortgage loans for qualified first-time homebuyers and veterans in your community.



Your HFC receives an ongoing fee (4.75 basis points) on all loans originated within your jurisdiction.



TDHCA will work with you to estimate how much volume cap is needed to fund mortgage loans and MCCs for eligible first-time buyers and veterans within your jurisdiction.



TDHCA will work with you to secure HFC governing body and sponsoring entity approvals for volume cap assignments.

NorthEast TX HFC By County

County	Total Loan Amount	Number of Loans
LAMAR	\$ 2,971,612	18
FRANKLIN	\$ 467,608	3
HOPKINS	\$ 375,080	2
DELTA	\$ 245,471	1
TITUS	\$ 210,000	1
RED RIVER	\$ 183,120	2
BOWIE	\$ 155,628	1
CASS	\$ 136,212	1
Grand Total	\$ 4,744,731	29

NorthEast TX HFC

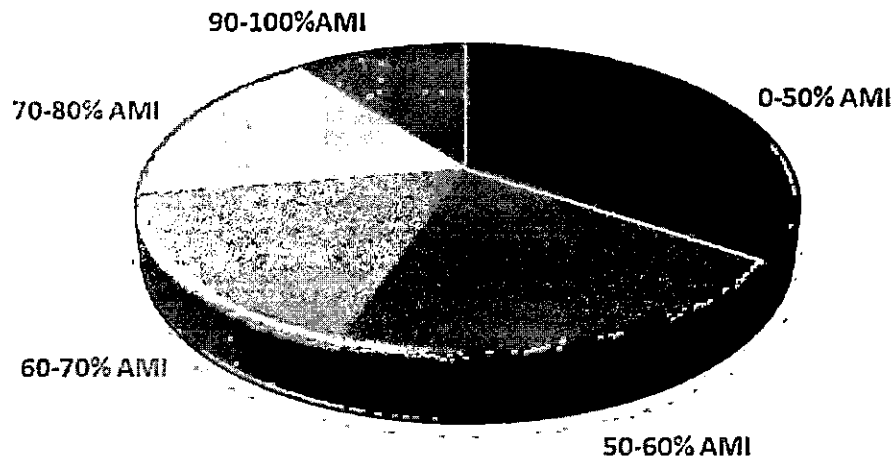
Borrower Statistics

Average Loan Amount:	\$163,611
Average Home Price:	\$166,514
Average Household size:	2 Persons
Average Borrower Age:	35
Average Household Income:	\$55,831.06
Down Payment Assistance:	\$4841 = 2.91%
Average Interest Rate:	6.349%
Average FICO Score:	680
Married Single:	38% 62%
Male Female:	38% 62%
New Home Existing Home:	3% 97%
Single Family Home MF Home:	86% 14%

NorthEast TX HFC Area Median Income Analysis

Area Median Income	Number of Loans	Average Household Income
0-50% AMI	10	\$ 39,656
50-60% AMI	6	\$ 52,315
60-70% AMI	5	\$ 60,452
70-80% AMI	5	\$ 68,759
90-100%AMI	3	\$ 87,531

AREA MEDIAN INCOME



Texas Mean Salaries by Occupation

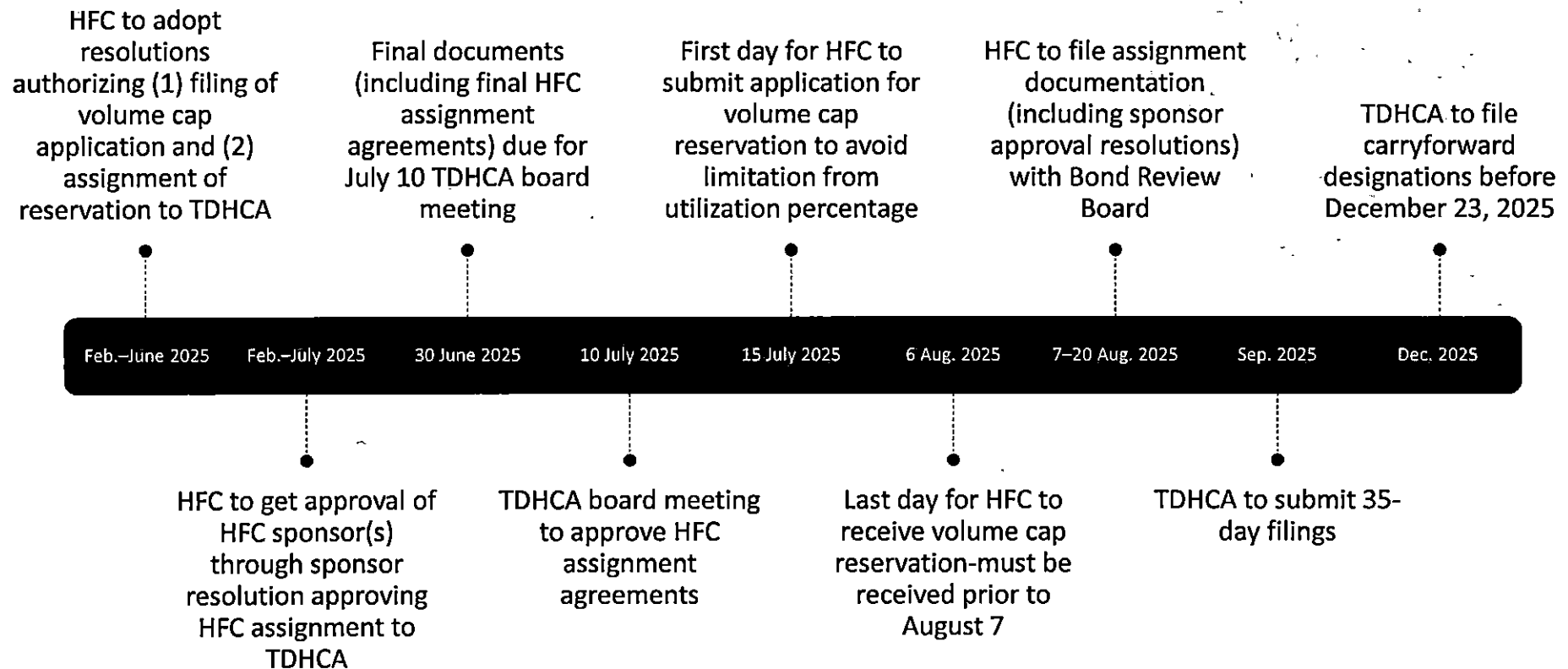
Administrative Assistants	\$43,960
Community Health Workers	\$48,500
Correctional Officers	\$52,460
Dental Assistant	\$42,520
Firefighter	\$60,880
Librarian	\$64,910
Mail Carrier	\$59,740
Medical Assistant	\$40,470
Nursing Assistant	\$37,010
Paramedic	\$55,590
Police Officer	\$75,970
Probation Officer	\$54,510
Registered Nurse	\$91,690
School Counselor	\$54,540
School Nurse	\$59,932
School Social Worker	\$51,490
Teacher	\$62,000
Teacher's Aide	\$34,657

Source: US Bureau of Labor Statistics

NorthEast TX HFC Active Lenders

Lender	Loan Amount	Loan Count
Guaranteed Rate, Inc.	\$ 1,756,025	11
Everett Financial dba Supreme Lending	\$ 646,792	3
Guild Mortgage Company LLC	\$ 528,856	4
T2 Financial LLC dba Revolution Mortgage	\$ 343,168	3
Fairway Independent Mortgage Corporation	\$ 307,820	2
NewRez LLC	\$ 240,562	1
CalCon Mutual Mortgage LLC	\$ 222,888	1
AmCap Mortgage Ltd.	\$ 219,942	1
InterLinc Mortgage Services, LLC	\$ 210,000	1
Gateway Mtg, a div of Gateway First Bank	\$ 137,365	1
Mountain West Financial, Inc.	\$ 131,313	1

Key Dates



Process, Timeline, & Documents



February to June 2025

HFC adopts resolutions authorizing:

Filing of Volume Cap application



Form HFC Resolution Authorizing Filing Application.docx

Assigning Volume Cap reservation to TDHCA

Form HFC Resolution Delegating Volume Cap to TDHCA.docx



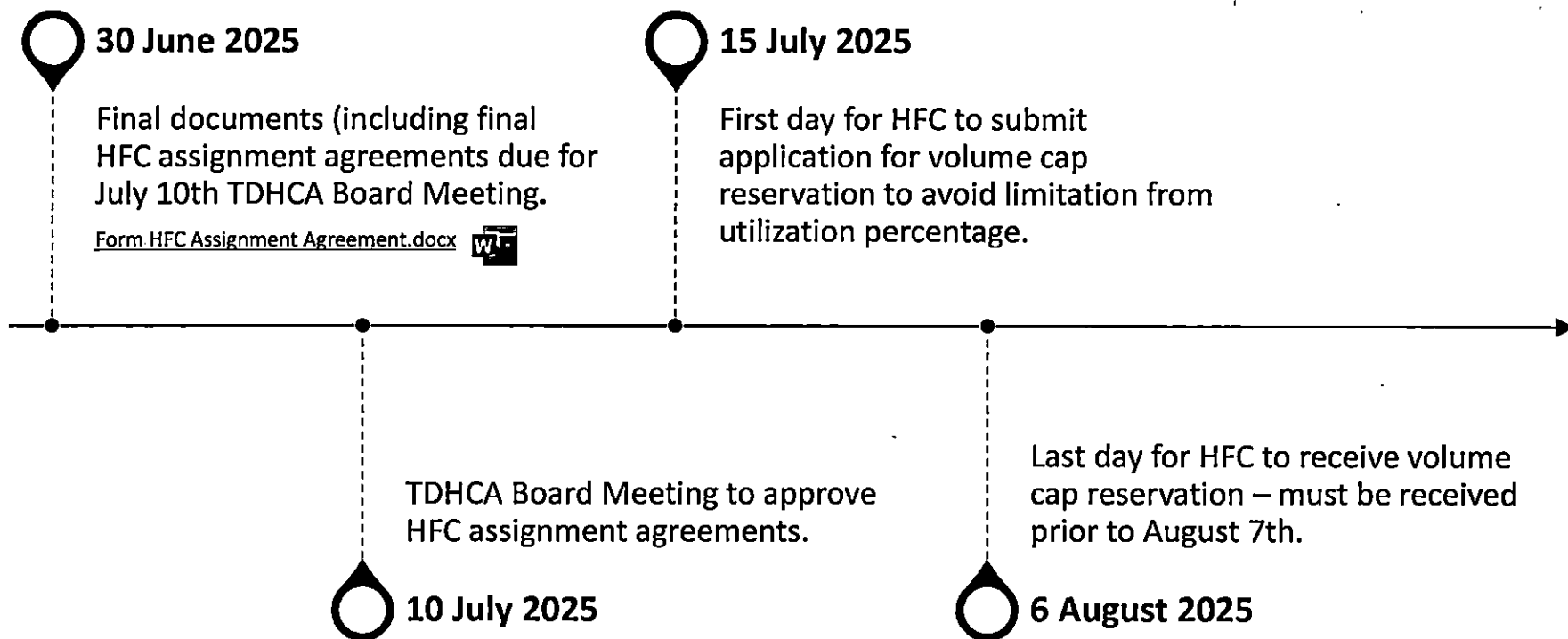
February to July 2025

HFC secures **sponsor(s) approval** through sponsor resolution approving HFC assignment to TDHCA

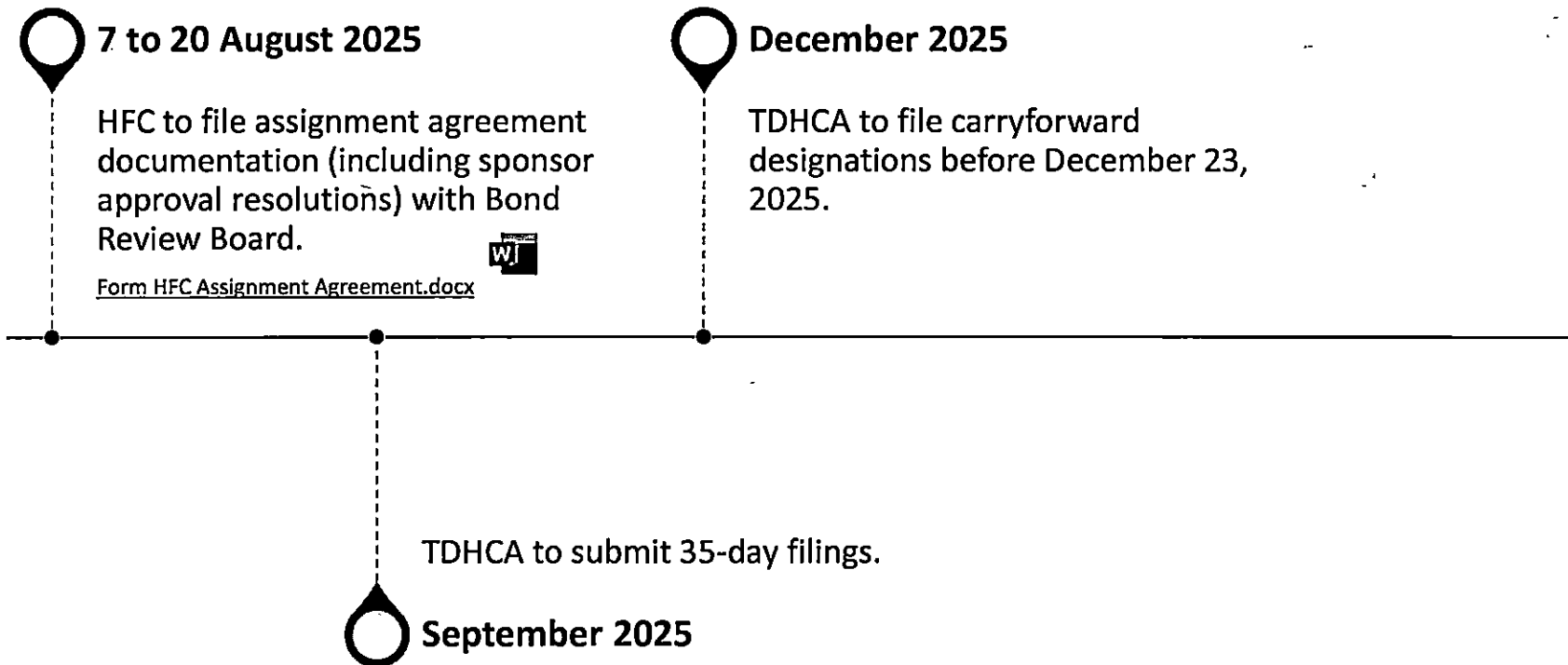
Form Sponsor Resolution Approving Delegation of Volume Cap to TDHCA.docx

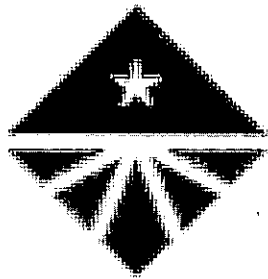


Process, Timeline, & Documents



Process, Timeline, & Documents





My First Texas Home

By The Texas Homebuyer Program

First time homebuyers and qualified veterans only.

- 30-year, below-market interest rate mortgages.
- Down payment assistance and/or closing cost assistance options of up to 5% of mortgage loan.
- Assistance options to the borrower in the form of a 0% interest, deferred, repayable 2nd lien.
- Combine with Mortgage Credit Certificate (MCC) Option.
- Borrowers must meet income and property value limits.

My First Texas Home

On-Going Marketing

TDHCA will work in partnership with you to promote Single Family Home Ownership within the jurisdictions you serve.

Marketing partnership includes:

- TDHCA Homeownership Team and HFC schedule Introductory Marketing Meeting after execution of assignment agreement.
- Review with HFC on jurisdiction specific boundaries and objectives.
- TDHCA & HFC Resources for Co-Branding for Partnership Landing Pages.
- Cross promote events and programs on joint websites.
- TDHCA to provide direct marketing to Realtors & Lenders within applicable jurisdiction.
- TDHCA to provide electronic marketing to homebuyers promoting HFC partnership and homeownership in the HFC's jurisdiction.

Optional HFC Gift Fund Participation



Participating HFC Assignment partners have seen material increases in program utilization within their jurisdictions by providing various levels of HFC gift funds to a TDHCA Bond Loan.



Gift funds provided by the HFC enable more homebuyers to qualify by supplementing TDHCA Down Payment Assistance.



An optional, but beneficial, addition to a TDHCA Bond Assignment.



For more information, please see:
<https://thetexashomebuyerprogram.com/additional-grant-down-payment-assistance>

Reporting

Participating HFC Assignment partners receive quarterly reporting outlining:

- Original Assignment Amount
- Percentage Utilized to Date
- Loan Detail Report
 - (loan count, loan amount, city, zip code, etc.)
- Loan Type
- Loan Status
- Demographic Details (Age, Ethnicity & AML information)
- Comprehensive Lender Report
- Fees Due to HFC
- Other information & Customized Board Reporting are available upon request



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2025 Term Sheet

Housing Finance Corporation Volume Cap Assignment



Issuer:	Texas Department of Housing and Community Affairs ("TDHCA")
HFC Partner:	Housing Finance Corporation ("HFC")
Volume Cap:	To be reserved by the HFC for subsequent assignment to TDHCA ("Reservation")
Assignment:	TDHCA and the HFC will execute an Assignment Agreement to assign the Reservation to TDHCA. The HFC's governing body and sponsoring entity will be required to approve the Assignment.
Assignment Purpose:	To be used by TDHCA to originate (a) My First Texas Home Bond Loans that are eligible for pooling into Mortgage Backed Securities and purchased by tax-exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", collectively "HFC Loans").
Loan Prioritization:	The HFC Loans shall be recorded on a first in first out ("FIFO") basis until the equivalent of the assigned volume cap has been exhausted.
Volume Cap Utilization:	Pooled Loans will be credited at par. Combo Loans will be credited in accordance with the volume cap used to originate such loan.

HFC Fees:

TDHCA will pay an ongoing fee of 4.75 basis points against the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued.

The HFC Fees will be paid for a period of ten years for each loan originated under the Assignment Agreement that is not more than 30-days delinquent at the time the Pooled Loan Fee is calculated. The outstanding balance will be reduced monthly to reflect principal repayments and prepayments (including foreclosures). HFC Fees cease to accrue with respect to any HFC Loan once that loan has been repaid or prepaid.

HFC Fees will be paid annually, in accordance with payment instructions to be provided by the HFC.

Related Costs:

TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of the Assignment Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and will pay all costs associated with the issuance of the bonds.

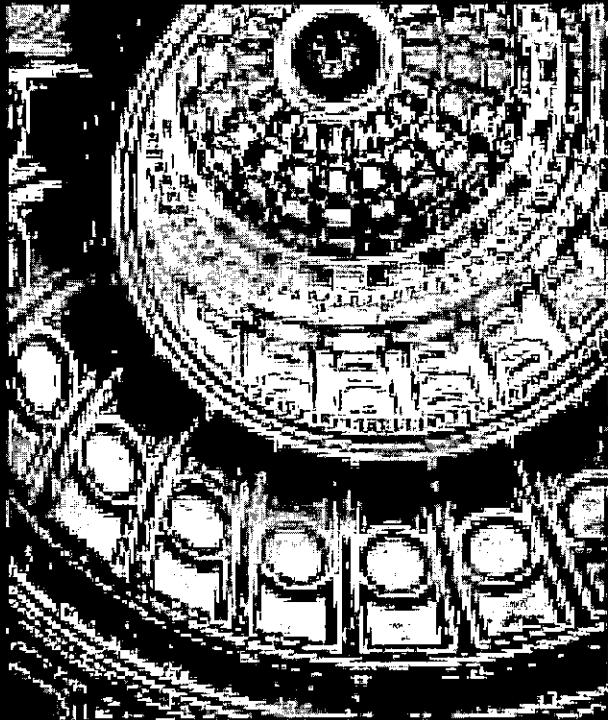
Reporting:

Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

Mortgage Loan Program

While TDHCA may originate more loans within the HFC's jurisdiction, the maximum amount of HFC Loans is limited to the volume cap assigned. Loans originated through a bond issue include FHA, VA, and USDA loans (no conventional loans). All loans must have a term of 30 years.





Thank you for your partnership!

PLEASE CONTACT:

SCOTT FLETCHER
DIRECTOR OF BOND FINANCE
TEXAS DEPARTMENT OF HOUSING & COMMUNITY AFFAIRS
512.936.9268

SCOTT.FLETCHER@TDHCA.TEXAS.GOV



Northeast Texas Housing Finance Corporation

211 West Austin Street Marshall, Texas 75670 (903) 938-8373

Executive Committee:

L.D. Williamson, President (Former Red River County Judge)
Judge Robert Newsom, Vice President (Hopkins County)
Commission Mike Carter, Secretary (Bowie County)
Marty Walker, Treasurer (Businessman Morris County)
Richard M. Anderson (Attorney, Former Judge Harrison County)

Serving the following Counties:

Bowie, Cass, Delta, Franklin, Hopkins,
Lamar, Morris, Red River, Titus

General Counsel:

Richard Anderson (Attorney, Former Harrison County Judge)

Memo

To: Judge Scott Lee & Judge Kent Cooper

From: Richard Anderson

Re: Important Information for Franklin and Titus Counties

DATE: September 23, 2025

Judges, thanks for taking the opportunity to visit with Judge Bobby Howell about the importance of your respective counties operating together with the other seven counties in the Ark-Tex Cog in order to secure the reservation of the \$12,000,000 Bond Review Board and Texas Department of Housing and Community Affairs ("TDHCA"). This will be for the upcoming year, and in light of the recent Fed action in lowering rates, should serve to promote first-time home ownership in our counties.

The TDHCA will issue these bonds and as you will see from the attached Resolution, these will in no way obligate either of your counties, nor any other city or county within the COG, for any funds. Because of the formation of the NETHFC some 33 years ago, we have the right to issue revenue bonds, but it has simply not been financially feasible to do so since the formation of the entity. We have been able to issue multi-family bonds, but could not effectively assist with single family homes until now. The assignment to the TDHCA brings the economies of scale to the table and enables us to do this transaction.

The attached Power Point will help to explain the program, the demographics likely to be addressed and the income parameters for income limits and purchase price limits established by the state of Texas.

Please schedule this for your next upcoming Commissioners Court meeting, and have the executed Resolutions forwarded to me following execution and certification by your Clerk. Thank you for your assistance, and please do not hesitate to all me with any questions. Best regards

Respectfully Submitted,

Richard Anderson

CERTIFICATE OF APPOINTMENT
OF COMMISSIONERS OF THE
BOWIE COUNTY HOUSING AUTHORITY

I hereby appoint the two (2) persons hereinafter named to serve as Commissioners of the Bowie County Housing Authority from the 1st day of November, 2025 until the expiration date as indicated below:

Dwight Wilborn (succeeds himself) Term expires 10/31/2027
Robin Curtis (succeeds herself) Term expires 10/31/2027
_____ (succeeds _____) Term expires _____

I hereby certify that none of the above newly designated Commissioners is an officer or employee of the County of Bowie, Texas in accordance with Local Government Code 392.032(b).

IN WITNESS WHEREOF, I have hereunto signed my name as Judge of the County of Bowie, Texas, and caused the official seal of said County to be attached this _____ day of _____, _____.

County Judge

Attest: _____
County Clerk

Date (Seal)

2026 Bowie County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Bowie County Commissioners Court has agreed that in the event of loss or misuse of the funds, Bowie County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2025.

Bobby Howell
County Judge

Attest:

County Clerk

**Bowie County Cellular Telephone Phone
Allowance Request Form**

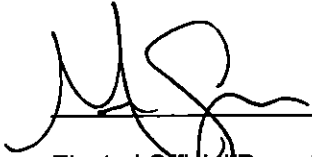
EMPLOYEE NAME: Shawna Green

DEPARTMENT: Bowie County Juvenile Probation Department

EXPLANATION OF CELLULAR TELEPHONE NECESSITY FOR JOB DUTIES:

Juvenile Probation Officers and Case Managers have responsibilities that include a rotating on-call schedule, transportation duties and field work, which necessitate the use of their personal cell phones. Within these responsibilities the on-call schedule has them needing to be available to dispatch for intake purposes 24 hours a day. Cell phone allowance is paid out of state funding which is not cost to the county.

AMOUNT PER MONTH: \$50



Elected Official/Department Head

9.29.25

Date

Approved this ____ day of _____, _____.

Commissioner Precinct 1

Commissioner Precinct 2

Commissioner Precinct 3

Commissioner Precinct 4

County Judge

County Clerk Attest

**COMPLIANCE & ADMINISTRATION
SERVICE AGREEMENT**

This Agreement is between Resource Benefits Administrators ("RBA") and Bowie County Texas 457 (The "Employer" and "Plan Sponsor"), who maintains the Plan designated below:

Plan Name: *Bowie County Texas 457 Plan*

I. ENGAGEMENT

As the Plan Sponsor of the above-mentioned plan, we are engaging Resource Benefits Administrators to provide compliance and administration services for our qualified retirement plan.

II. SERVICES

NEWLY FORMED PLAN SERVICES

RBA will provide to the Plan Sponsor the following services in regards to the establishment of a new qualified retirement plan in the Setup Fees disclosed in the formal plan proposal.

1. RBA will provide the Plan Sponsor with an executable copy of a qualified plan document.
2. RBA will assist the plan's financial professional with the establishment of the plan accounts.
3. RBA will provide the Plan Sponsor with the Summary Plan Description Booklet required to be distributed to the participants upon the establishment of the plan and to any newly hired employees.
4. RBA will provide the Plan Sponsor with the Administrative Forms needed in order to enroll the participants in the plan or assist in obtaining the required forms from the recordkeeper selected by the Plan Sponsor.
5. RBA will attain a taxpayer identification number on behalf of the plan, if required. If the Plan Sponsor selects a recordkeeper that prepares the plan's Form 1099-Rs annually and remits the plan's distribution withholding under their common remitter number, then a taxpayer identification number is not required to be obtained.
6. RBA will assist in the establishment of plan participant investment accounts with the recordkeeper and/or financial institution.

RBA will provide to the Plan Sponsor the following services in regards to the establishment of a new qualified retirement plan at an additional fee.

1. RBA, upon request, will provide enrollment meeting support for the Plan Sponsor or financial professional.

2. RBA, upon request, will provide projections of plan contributions in order to assist the Plan Sponsor in selecting a plan design.
3. RBA, upon request, will provide additional support in regards to the establishment of deductions in the Employer's payroll system or in conjunction with the Employer's outsourced payroll provider.
4. RBA, upon request, will provide services to remit plan contributions to the recordkeeper and/or financial institution.
5. RBA, upon request, will provide services to apply for a tax determination letter with the Internal Revenue Service.

EXISTING PLAN TRANSITION SERVICES

RBA will provide to the Plan Sponsor the following services in regards to the transition of a qualified retirement plan to RBA in the Setup Fees disclosed in the formal proposal.

1. RBA will provide the Plan Sponsor with an executable copy of a restated qualified plan document.
2. RBA will provide the Plan Sponsor with the Summary Plan Description Booklet required to be distributed to the participants upon the restatement of the plan and to any newly hired employees.
3. RBA will provide the Plan Sponsor with the Administrative Forms needed in order to enroll the participants in the plan or assist in obtaining the required forms from the recordkeeper selected by the Plan Sponsor.
4. RBA will assist the plan's financial professional with the establishment of the plan accounts with the new investment provider and/or recordkeeper.
5. RBA will provide the Plan Sponsor with the Sarbanes-Oxley (Blackout) Notice prior to the transition of the plan unless the notice is being supplied by the recordkeeper selected by the Plan Sponsor.
6. RBA will assist the Plan Sponsor with notification letters in order to effectively transfer the assets from custodian to custodian, if applicable.
7. RBA will obtain reports from the prior recordkeeper/custodian in order to establish the accounts at the new recordkeeper/custodian, if required. RBA will also request this information in order to establish the plan on RBA's compliance system.
8. RBA will complete the transfer forms from the current recordkeeper/custodian for signature by the Plan Sponsor, if applicable.
9. RBA will provide assistance in the training of the Plan Sponsor's staff in regards to the new investment provider's procedures and contribution remittances, if applicable.

10. RBA will attain a taxpayer identification number on behalf of the plan, if applicable. If the Plan Sponsor selects a recordkeeper that prepares the plan's Form 1099-Rs annually and remits the plan's distribution withholding under the recordkeeper's common remitter number, then a taxpayer identification number is not required to be obtained.

RBA will provide to the Plan Sponsor the following services in regards to the transfer of a qualified retirement plan at an additional fee.

1. RBA, upon request, will provide enrollment meeting support for the Plan Sponsor or financial professional.
2. RBA, upon request, will provide projections of plan contributions in order to assist the Plan Sponsor in selecting a plan design.
3. RBA, upon request, will provide additional support in regards to the establishment of deductions in the Employer's payroll system or in conjunction with the Employer's outsourced payroll provider.
4. RBA, upon request, will provide services to remit plan contributions to the investment provider.
5. RBA, upon request, will reconcile the assets from the prior recordkeeper/custodian to ensure the accounts are setup correctly with the new recordkeeper/custodian.
6. RBA, upon request, will provide services to apply for a tax determination letter with the Internal Revenue Service.

COMPLIANCE AND ADMINISTRATION SERVICES

RBA will provide to the Plan Sponsor the following services in regards to the compliance and administration of a qualified retirement plan in the Core Service fees section of the Fee Schedule attached as an Addendum to this agreement.

1. RBA will collect the employee data information via secure methods directly from the Plan Sponsor or from the Employer's outsourced payroll provider, at the direction of the Plan Sponsor.
2. RBA will verify the eligibility of all plan participants based upon the employee data (census) provided by the Plan Sponsor.
3. RBA will calculate the vested percentages for all plan participants based on the employee data (census) provided by the Plan Sponsor.
4. RBA will allocate the employer contributions based on the provisions set forth in the plan document.

5. RBA will allocate the trust earnings to the plan based on the provisions set forth in the plan document.
6. RBA will calculate the plan forfeitures and reallocate these forfeitures based on the provisions in the plan document.
7. RBA will perform the following General Nondiscrimination Tests (as applicable) and notify the Plan Sponsor of any testing failures:
 - a. IRC Section 410(b) Coverage Test
 - b. Average Deferral Percentage (ADP) Test
 - c. Average Contribution Percentage (ACP) Test
 - d. IRC Section 401(a) Test
 - e. IRC Section 401(m) Test
 - f. IRC Section 415 Limitation Test
 - g. IRC Section 402(g) Limitation Test
 - h. IRC Section 416 Top-Heavy Test
 - i. IRC Section 411 Minimum Vesting Requirement Test
 - j. IRC Section 404 Maximum Deductible Limit Test
8. RBA will provide the Plan Sponsor with a listing of plan participants who are eligible to receive a distribution from the plan.
9. RBA will provide a reconciliation of the trust assets to ensure compliance with the plan document. Five hours of reconciliation services are included in the Core Services.
10. RBA will prepare participant certificates for the allocation period, if applicable.
11. RBA will determine the status of the plan participants to determine the Highly Compensated Employee(s) (HCEs) and Key Employees.
12. RBA will provide a secure portal or encrypted email service to transfer data to our office on a secure basis.
13. RBA will provide secure online access to plan records.

RBA will provide to the Plan Sponsor the following services in regards to the compliance and administration of a qualified retirement plan in the Tax Services fees section of the Fee Schedule attached as an Addendum to this agreement.

1. RBA will complete and provide a taxpayer copy of the current plan year Form 5500 that is filed electronically with the Department of Labor (DOL), if applicable.
2. RBA will complete and provide a taxpayer copy of the current plan year Form 990-B that will be filed with the Internal Revenue Service (IRS), if applicable.

3. RBA will complete and provide a taxpayer copy of the current year Form 1099-Rs that will be filed electronically with the Internal Revenue Service (IRS), if applicable.
4. RBA will complete and provide a taxpayer copy of the current year Form 945 that will be filed with the Internal Revenue Service (IRS), if applicable.
5. RBA will complete the annual required plan notices (i.e. Safe Harbor Notice, Qualified Default Investment Arrangement (QDIA), Automatic Contribution Arrangement (ACA), 404(a) (5) Disclosure, etc.), if applicable.

RBA will provide to the Plan Sponsor the following services in regards to the compliance and administration of a qualified retirement plan in the Other Services fees section of the Fee Schedule attached as an Addendum to this agreement. These services will be only performed if the services are required to ensure the compliance of the plan.

1. RBA will complete the following specialized Nondiscrimination Test in order to comply with the non-discrimination rules set forth by the Internal Revenue Service:
 - a. IRC Section 401(a)(17) Test
 - b. IRC Section 401(a)(4) Test
 - c. Average Deferral Percentage (ADP) Disaggregated Testing
 - d. Average Contribution Percentage (ACP) Disaggregated Testing
 - e. Average Deferral Percentage (ADP) Aggregated Testing for Controlled Groups
 - f. Average Contribution Percentage (ACP) Aggregated Testing for Controlled Groups
 - g. Compensation Testing
2. RBA will provide additional trust reconciliation due to the use of self-directed brokerage accounts by the Plan Sponsor and Trustees as investment vehicles for the Plan.
3. RBA will process distributions from the plan on behalf of the Plan Sponsor.
4. RBA will process loan application process and distribution from the plan on behalf of the Plan Sponsor.
5. RBA will maintain annual loan reconciliation and payment maintenance for any loans processed by the plan. RBA will not be responsible for any loan reconciliation or payment maintenance for Plan Sponsors who select recordkeepers that provide these services on behalf of the plan.
6. RBA will provide to the independent plan auditor an annual package that contains the pertinent information per industry standard that is needed to complete the annual plan audit.
7. RBA will assist the plan auditors in regards to any outstanding questions or information that is requested in order to complete the annual plan audit.

8. RBA will calculate the amount of Self-Employment Income based on the earned income calculation for the owners of the company.
9. RBA will determine if the plan had any employee deferrals or loan payments to the plan that were deposited late based on the Department of Labor guidelines.
10. RBA will calculate the correction requirements of any late employee deferral or loan payments to the plan and provide corrective options and costs to the Plan Sponsor.
11. RBA will convert any employee data provided in hard copy or electronic format that is not Excel or excel alternative into Excel format for use by RBA.
12. RBA will prepare and provide to the Plan Sponsor any government required plan amendment to the plan.
13. RBA will prepare and provide to the Plan Sponsor any government required plan restatement.

RBA will provide to the Plan Sponsor, upon request, the following services in regards to the compliance and administration of a qualified retirement plan.

1. RBA, upon request, will reconcile the employee plan data (census) to the Plan Sponsor payroll records.
2. RBA, upon request, will provide support for participant enrollment meetings.
3. RBA, upon request, will provide projections of maximum contributions for the plan or specific plan participants.
4. RBA, upon request, will provide plan document consulting in regards to the Plan Sponsor's plan.
5. RBA, upon request, will prepare and provide to the Plan Sponsor any plan amendments requested by the Plan Sponsor.
6. RBA, upon request, will provide mailing services for the Form 8955-SSA Participant Letters to the participant homes.
7. RBA, upon request, will provide mailing services for the annual plan notices to the participant homes.
8. RBA, upon request, will provide mailing services for the plan's auto-enrollment packets directly to participant homes.
9. RBA, upon request, will remit to the Internal Revenue Service via the EFTPS service the tax withholding from any plan distributions. The Plan Sponsor will provide to

RBA the EFTPS credentials to make the deposit or authorize RBA to apply for credentials on behalf of the plan.

10. RBA, upon request, will determine the future eligibility of employees and the employees' entry dates into the plan.
11. RBA, upon request, will assist the Plan Sponsor with the setup of plan deductions setup in Employer's payroll system or will assist in conjunction with the Employer's outsourced payroll provider.
12. RBA, upon request, will process the enrollment forms with the Plan's recordkeeper.
13. RBA, upon request, will assist the Plan Sponsor with any Internal Revenue Service plan examinations.
14. RBA, upon request, will complete the procedures and filing, if required, of any Voluntary Correction Program requirements.
15. RBA, upon request, will provide consulting and/or research to address any questions the Plan Sponsor might have in regards to the qualified retirement plan.

RBA reserves the right to charge additional fees if RBA determines that incompleteness or difficulty of obtaining records in order to complete the reconciliation of the trust assets has created additional hours to complete.

OTHER SERVICES

RBA, upon request, will provide any services requested by the Plan Sponsor provided it does not result in a conflict of interest or causes RBA to become a fiduciary of the plan.

III. CLIENT RESPONSIBILITIES

NEWLY FORMED PLAN SERVICES

The Plan Sponsor will provide the following to RBA to ensure the compliance of the plan.

1. Plan Sponsor will provide a signed copy of the plan document prepared by RBA.
2. Plan Sponsor will provide copies of any participant notices or disclosures not created by RBA.
3. Plan Sponsor will provide copies of any current year investment statements (if not available directly from the daily recordkeeper). Plan Sponsor is responsible for requesting duplicate statements be sent to RBA or have the investment firm provide RBA third party access to the Plan's investment account(s).

4. Plan Sponsor will provide copies of any memorandums or letters from the financial professional(s), the investment firm(s) and/or the recordkeeper regarding any plan compliance issues.

EXISTING PLAN TRANSITION SERVICES

The Plan Sponsor will provide to RBA the following to ensure the previous and continued compliance of the plan.

1. Plan Sponsor will provide a signed and executed copy of the most recent plan document.
2. Plan Sponsor will provide a signed copy of the restated plan document.
3. Plan Sponsor will provide a copy of the most recent Form 5500 filed with the Department of Labor.
4. Plan Sponsor will provide copies of any Form 8955-SSAs filed in the previous three years.
5. Plan Sponsor will provide copies of the last compliance and testing reports completed by the previous third party administrator and/or recordkeeper.
6. Plan Sponsor will provide copies of any trust reconciliations provided by previous third party administrator or recordkeeper.
7. Plan Sponsor will provide copies of any current year participant notices or disclosures (i.e. Safe Harbor Notice, Qualified Default Investment Arrangement (QDIA) Notice, Automatic Enrollment (ACA) Notice, 404(a) (5) Disclosure, etc.)
8. Plan Sponsor will provide copies of any current year investment statements (if not available directly from daily recordkeeper). Plan Sponsor is also responsible for requesting duplicate statements be sent to RBA or have the investment firm provide RBA third party internet access to the plan's account(s).
9. Plan Sponsor will provide copies of any memorandums or letters from the current or previous financial professionals, the current or previous recordkeeper and/or the previous third party administrator regarding any plan compliance issues.
10. Plan Sponsor will provide copies of any Voluntary Correction Program (VCP) Applications or Resolution Letters that were filed or obtained in the previous 5 years.

COMPLIANCE AND ADMINISTRATION SERVICES

The Plan Sponsor agrees to the following responsibilities in regards to the administration of the qualified retirement plan.

1. Plan Sponsor shall serve as the plan administrator and plan fiduciary for the plan unless a third party is engaged. If a third party is engaged, the Plan Sponsor will provide RBA

with contact information to the third party and provide RBA with copies of the third party agreement.

2. Plan Sponsor shall provide RBA the census information for all employees receiving any compensation for the period. This information is to be provided to RBA via electronic media this is either Microsoft Excel or Microsoft Excel alternative. Employee census information includes employee data requested by RBA on an annual basis on the census template. Data can change annually depending on the information required by the Internal Revenue Service in order for RBA to complete compliance tasks.
3. Plan Sponsor agrees to timely deposit contributions and loan payments into the trust funds as required by the law.
4. Plan Sponsor agrees to timely file the appropriate government forms prepared by RBA with the appropriate agency when electronic filing by RBA is not available.
5. Plan Sponsor agrees to provide the necessary information to the participants, including notices, elections and reports required by law, and to obtain participants' and spouses' signatures on all benefit distribution forms.
6. Plan Sponsor agrees to be responsible for informing RBA when distributions are to be made to participants. The Plan Sponsor will provide RBA with the termination/retirement/disability dates of all plan participants. Additionally, the Plan Sponsor will verify with the plan participant his/her initiation of a plan distribution if the distribution request is initiated online.
7. Plan Sponsor agrees to deposit all tax withholding this required to be withheld from any plan distribution by law.
8. Plan Sponsor agrees to inform RBA of other plans maintained by Plan Sponsor, and other companies related to Plan Sponsor which might affect the coverage testing required by the Internal Revenue Service. Plan Sponsor also agrees to inform RBA of a change to this information or a change in the tax filing status of the Plan Sponsor.
9. Plan Sponsor agrees to maintain current beneficiary forms which contain address and social security numbers of beneficiaries for all plan participants.
10. Plan Sponsor agrees to properly maintain the Plan Sponsor's loan program (if applicable). This includes timely collection of participant loan payments and maintenance of required documentation of loan, including loan application, amortization schedule, loan agreement and acknowledgment and consent to loan.
11. Plan Sponsor agrees to properly monitor the hardship distributions provision in the plan (if applicable). This includes verifying eligibility for hardship and ensuring that participant contributions cease for the time period required by law. Plan Sponsor also agrees to maintain the required hardship distribution documentation.
12. Plan Sponsor shall also report the existence of any controlled or affiliated companies created or acquired by any company owners or owners' spouses.

13. Plan Sponsor will ensure that RBA is named as an "interested party" on all accounts that received periodic statements so that RBA will receive copies of all account statements.
14. Plan Sponsor will notify RBA of any potential cyber event or breach that could affect the plan data or employee information. It is the responsibility of the Plan Sponsor to safeguard any encrypted data sent to the Plan Sponsor from RBA.
15. Plan Sponsor will utilize RBA's portal, encrypted email system or facsimile to transfer plan data or employee data to RBA. Password protection on files are not considered secure and do not meet RBA's cyber security protocols. Plan Sponsors should not send password protected or unencrypted files to RBA that contain plan or employee data.
16. Plan Sponsor will use strong passwords for RBA portal and/or RBA encrypted email system. Additionally, the Plan Sponsor will report to RBA the termination, retirement or separation from the company any individual that has access to RBA's portal and/or encrypted email system in order for the access to these individuals can be deactivated.

RELIANCE OF PLAN SPONSOR PROVIDED INFORMATION

All data supplied to RBA by the Plan Sponsor or the Plan Sponsor's outsourced payroll provider shall be provided either in writing or in one or more electronic/magnetic media formats acceptable to RBA. RBA will consider all such information to have been reviewed and certified as correct by the Plan Sponsor. RBA shall have no responsibility to inquire into the correctness or accuracy of any data, and will not be responsible for any losses and/or expenses that arise due to the submission of incorrect or incomplete data, or data transmitted to RBA in an improper format. If the data supplied proves to be incorrect, Plan Sponsor will pay RBA based on RBA's standard hourly rates for the cost of all work that must be corrected. RBA has no obligation to determine the accuracy or completeness of any data submitted by either the Plan Sponsor or the Plan Sponsor's authorized representatives.

IV. SERVICES NOT COVERED BY THIS AGREEMENT

The Compliance and Administration Service Agreement do not include the following services.

1. **Trustee Services**

RBA performs services in an advisory capacity only, and exercises no discretion as to the administration of the Plan and the management of Plan assets. Therefore, RBA and its employees are NOT fiduciaries of the Plan and Trust, nor are any of them Administrators of the Plan as that term is defined by ERISA.

2. **Investment Services**

RBA does not provide any investment advisory services nor are they responsible for the preparation of the Plan's Investment Policy Statement, Investment Committee minutes or investment consulting.

3. Legal Services

RBA is not a licensed legal advisor and may not provide any legal advice. Any interpretations of legal issues should be directed to the Plan Sponsor's legal counsel.

V. FEES, BILLING AND COLLECTION PROCEDURES

The fees and hourly rates included in this Agreement are summarized in the "Schedule of Fees" attached to this Agreement. Our fees and expenses will be billed as charges are incurred. In the event a project has been delayed and the project cannot be completed in a 60 day period, RBA has the right to bill the Plan Sponsor for work that has been completed up to the date of the delay.

Any outstanding invoices that have not been paid in 30 days will incur a service fee until paid. You will be provided with a statement from our office each month. If any discrepancies exist on your monthly statement, it is the responsibility of the Plan Sponsor to contact RBA.

Any invoices that remain unpaid after 90 days will result in current work and future work to cease until all outstanding invoices are paid. If a Plan Sponsor consistently has work stopped due to non-payment of invoices it could result in the request of a deposit before future work begins.

The records provided to RBA will be copied and all applicable information will be retained by RBA. All source documents attained from the Plan Sponsor will be returned to the Plan Sponsor. All information retained by RBA will be considered work product of RBA and the property of RBA. If the Plan Sponsor requests copies of any of our records maintained by RBA, the Plan Sponsor will incur a cost for the reproduction and delivery of any reproduction.

In the event that RBA receives any administrative payments from the investment provider of the Plan, a copy of the payment schedule and, if applicable, the payments received by RBA during the current plan year will be provided to the Plan Sponsor in the "Administrative Allowance Payment Collection Disclosure" (i.e. 408(b)(2) Plan Sponsor Disclosure). This disclosure will be distributed to each Plan Sponsor annually.

VI. ARBITRATION

Any differences, claims or matters in dispute arising between the parties hereto out of this Agreement or connection herewith, except for claims seeking specific performance or other equitable relief, shall be submitted to bind arbitration by an arbitrator mutually agreed upon by the parties. In the event of failure to agree upon a single arbitrator, each party shall select one arbitrator and the two arbitrators selected by the parties shall appoint a third arbitrator. The decision of the majority of the three arbitrators on such matters shall be final and conclusive. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association, or similar sets of rules as may otherwise be chosen by the arbitrator.

Any award therein shall be final and binding upon all the parties, and judgment may be entered thereon in any court having jurisdiction over this matter.

VII. MECHANICAL REPRODUCTION

Two (2) sets of the pages constituting this Agreement have been executed by each party and each shall be deemed as the original, even though produced by the use of automatic printing or copy machines, if such set bears the original signatures of the parties hereto.

VIII. INDEMNIFICATION

The Plan Sponsor hereby agrees to defend, indemnify and hold RBA harmless from any and all liability and claims, including, but not limited to damages, court costs, legal fees, and costs of investigation in which RBA is considered to have no fault.

IX. TERMINATION OF AGREEMENT

It is agreed that either party retains the right to terminate this Agreement and in such event will provide 30 days advance written notice of intent prior to the termination of this agreement. Upon receipt of the written notice of intent to terminate this agreement, the client will be billed for all services that have been incurred to date. Upon payment of all outstanding invoices, the plan and participant information will be to the new service provider.

The undersigned has executed this Service Agreement:

("Plan Sponsor")

Date: _____

Print Name: _____

Title: _____

RESOURCE BENEFITS ADMINISTRATORS (RBA)

By: Michelle Parks

Date: 9/19/2025

Printed Name: Michelle S. Parks, OKA, QPA, ERPA

Title: Partner and Managing Director

RESOURCE

Benefits Administrators

Administration & Consulting Fee Schedule Bowie County Texas 457 Plan

Setup Fees (Billed as Completed)

One-Time Setup Fee	\$1,000
Plan Document	\$ 750

You have the option of selecting to have your fees billed to you annual or on a monthly basis. If you select monthly fees, the estimated annual standard fees will be spread over a 12-month billing cycle. If you select the annual billing option, then your estimated annual fees will be billed to you at the first of each plan year. Please make your selection of the attached Billing Preference Form. Your Setup Fees (above) will be billed once your Billing Preference Form and Service Agreement are returned.

Standard Fees (Monthly):

Monthly Fee (starting September 2025)	\$ 523 per month
Monthly Fee (starting January 2026)	\$ 175 per month

Standard Fees (Annual):

*These fees are used to determine your monthly fee

Base Fee	\$1,350
Per Participant Fee	\$ 37
Plan Maintenance Fees	\$ 180
Estimated Annual Fee	\$2,090

Additional Services billed Separately When Performed:

Ancillary Services

Force-out Distribution Services	\$ 25 per month (\$300 annually)
Automatic Enrollment Tracking	\$ 40 per month (\$480 annually)
Long Term Part Time Tracking	\$ 10 per month (\$120 annually)
Contribution Remittance Services	\$125 per month (\$1,500 annually)

Tax Services

Form 9955-SSA	\$250
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RESOURCE

Benefits Administrators



Participant Services

Annual Notice	\$125 per notice
Contribution Remittance Services	\$150 per month
Distributions (non-loans)	\$100 per distribution
Distribution Packet Mailing	\$ 35 per packet
Hardship Determination	\$150 per hardship
Loan Distribution	\$150 per loan
QDRO Determination/Processing	\$500 per QDRO
Census Reconciliation Services	\$150 per hour
Participant Disclosure Distribution (Mailing)	\$8 per participant (\$250 minimum)

Consulting Services

Additional Trust Accounting	\$150 per hour
Correction of Failed Testing	\$150 per hour
Correction of Late Deposits	\$150 per hour
Plan Correction Consulting	\$200 per hour
Other Consulting	\$200 per hour

Plan Document Services

Plan Amendment-Client Initiated	\$250
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ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Quadient Leasing USA, Inc. ("Quadient Leasing"), Quadient, Inc. ("Quadient") and Bowie County Courthouse ("Customer") with reference to the following:

A. Quadient Leasing and Customer are entering into a Product Lease Agreement (the "Lease"), pursuant to which Quadient Leasing will lease products to Customer.

☐

B. Concurrently herewith, Quadient and Customer are entering into an Online Services and Software Agreement (the "OSS Agreement") pursuant to which Quadient will make certain other services available to Customer.

C. Any defined term used herein shall have the same meaning as in the Lease, or the OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Lease, and the OSS Agreement, the parties agree to amend the OSS Agreement as follows:

1. Section 2, titled "License Grant and Additional Terms" is hereby amended to add the following to the end of this section: "Your use of the Services is limited to the number of Electronic Certified Mail pieces (each an "eCert") indicated on the Order Form ("Annual Volume Limit"). In the event You exceed the Annual Volume in any year, You agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the "Overage Charge"). The Overage Charge will be determined as a product of the number of eCerts You process in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below:"

Annual Volume Band (# of eCerts) *	Overage Charge
1 - 500	\$0.54
501 - 1,000	\$0.48
1,001 - 2,000	\$0.45
2,001 - 4,000	\$0.33
4,001 - 8,000	\$0.31
8,001 - 12,000	\$0.30
12,001 - 16,000	\$0.27
16,001 - 32,000	\$0.24
32,001 - 64,000	\$0.22
64,001 - 96,000	\$0.22
96,001 - 128,000	\$0.21
128,001 - 200,000	\$0.19
200,001 - 256,000	\$0.18
256,001 - 384,000	\$0.18
384,001 - 512,000	\$0.15
512,001 - 1,200,000	\$0.13
1,200,001 and above	\$0.12

* Volume bands renew annually

The Lease, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Lease, OSS Agreement, and this Addendum, the terms of this Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

Customer: Bowie County Courthouse

Quadient Leasing USA, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Quadient, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

BOWIE COUNTY COMMISSIONERS' COURT

BOWIE COUNTY INVESTMENT POLICY

THE STATE OF TEXAS){

){

COUNTY OF BOWIE){

OBJECTIVES AND PRIORITIES

The primary and uppermost concern of the Bowie County Commissioners' Court shall be the safety and liquidity of the funds entrusted to it. No undue risks shall be taken to secure high yield at the expense of safety. The intention of this policy is to establish a program for Funds Management which allows full utilization of available funds with primary consideration given to maximizing the safety of the funds, providing adequate liquidity, and providing the highest possible return within these constraints.

1. OBJECTIVES;

A. Primary:

1. Maximize the safety of funds
2. Provide liquidity and cash flow

B. Secondary: Structure the investment portfolio to highest possible return within the constraints of the Primary Objectives.

1. It will be the responsibility of the County Treasurer, County Judge and County Auditor to make investments and trades consistent with the guidelines and strategy set forth herein.

C. Variances from Policy:

1. When conditions warrant a departure from the plan, the Commissioners' Court will take appropriate action.

PERMITTED INVESTMENTS

- A. Obligation of the United States or its agencies and instrumentalities;
- B. Direct obligations of this state or its agencies and instrumentalities;
- C. No-Load money market mutual funds;

1. Regulated by SEC
 2. Has a dollar-weighted average stated maturity of 60 days or less;
 3. Includes in its investment objectives the maintenance of a stable \$1.00 net asset value per each share, and;
 4. Limited in quantity to the requirements set forth in Chapter 2256, Government Code, Sec. 2256.014.
- D. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this state or the United States or their respective agencies and instrumentalities, and
- E. Obligations of states, agencies, counties, cities and other political subdivision of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- F. Certificates of Deposit issued by a state or a national bank domiciled in this state and is:
1. Guaranteed or insured by the FDIC or its successor
 2. Collateralized, or secured in any other manner and amount provided by law for deposits of the county.
- G. A fully collateralized repurchase agreement, if it:
1. Has defined termination date;
 2. Is secured by obligations described by Section 2256.009(a) (1) of the Public Funds Investment Act, and
 3. Requires the securities being purchased by the county to be pledged to the county, held in the county's name and deposited at the time the investment is made with the county or with a third party approved by the county; and
 4. Is placed through a primary government securities dealer, approved by the county, or a financial institution doing business in this state.
- H. Interest bearing bank savings deposits issued by the state and national banks or savings bank or a state or federal credit union (having their main or branch office in Texas) that are guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (or their successor organizations).
- I. Commercial paper is an authorized investment, if the commercial paper;
1. Has a stated maturity of 270 days or fewer from the date of its issuance; and
 2. Is rated not less than A-1 or P-1 or an equivalent by at least;
 - a. Two nationally recognized credit rating agencies
 - b. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

- J. Eligible Investment pools if the Commissioners' Court by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act. The county by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.
- K. Obligations acquired under Chapter 2256, Government Code, before the effective date of HB 2459 will be managed by the investment Officer(s) until such securities are liquidated or mature.

INVESTMENT COLLATERAL AND SAFEKEEPING

- A. The County Investment Officer(s) shall insure that all county funds are fully collateralized or insured consistent with federal and state regulations and laws and the current Bank Depository contract in one or more of the following manners:
 - 1. FDIC insurance coverage
 - 2. United States Treasury Obligations
- B. All purchased securities shall be held in safekeeping by the county or a county account in a third-party financial institution, or with the Federal Reserve Bank.
- C. All certificates of deposit insured by the FDIC, purchased outside the Depository Bank shall be held in safekeeping by the County.
- D. All pledged securities by the Depository Bank shall be held in safekeeping with a Federal Reserve Bank.

INVESTMENT INSTITUTIONS

The County Investment Officer(s) shall invest county funds with any or all of the institutions or groups consistent with federal and state regulations and approved by the Commissioners Court.

QUALIFICATIONS FOR APPROVAL OF BROKER/DEALER

- A. Investment Providers eligible to transact investment business with the County shall be presented a written copy of this Investment Policy. Additionally, the qualified representative of any investment pool shall provide written certification that the pool representative has received and reviewed the Policy and acknowledged that it has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the County.

1. Governing body or designated investment committee must be least annually review, revise and adopt a list of qualified brokers;
 - a. Raymond James Advisors – Brent McClaren
 - b. Cobb Financial Services
 - c. Edward Jones – Jason B. McDaniel
- B. Comply with all federal, state and local statutes, rules or regulations.

MATURITY AND DIVERSIFICATION

The County Officer(s) of Bowie County shall strive to retain enough daily liquidity in deposit accounts and investment pools to cover the cash needs of the County and shall also strive to diversify the investments consistent with the objectives of this policy.

QUALITY AND CAPABILITY OF INVESTMENT MANAGEMENT

It is the County's policy to adhere to training required by the Public Funds Investment Act and periodic training in investments for the County Investment Officer(s), members of the Commissioners Court and other county officials through courses and seminars offered by professional organizations and associations in order to ensure the quality, capability and currency of county investment decisions. Ten (10) hours of training must be completed within the first year of initial hire and an additional 10 hours in every subsequent two-year period.

ETHICS DISCLOSURE & CONFLICTS OF INTEREST

The County Investment Officer(s) are required to file a disclosure statement with the Texas Ethics Commission and the governing body if:

- *the officer has a personal business relationship with a business organization offering to engage in an investment transaction with the County; or
- *the officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

LIABILITY

The County Investment Officer(s) are not responsible for any loss of county funds through the failure or negligence of the depository. This policy does not release the investment officer(s) or any other person for loss resulting from any act of official misconduct, or negligence or for any misappropriation of funds.

NOTIFICATION OF INVESTMENT CHANGES

It shall be the duty of the County Investment Officer(s) to notify Bowie County Commissioners Court of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

THIS INVESTMENT POLICY IS ADOPTED DURING A REGULAR MEETING OF THE BOWIE COUNTY COMMISSIONERS' COURT ON THIS THE _____ day of _____, 2025 REPLACES AND SUPERSEDES THE INVESTMENT POLICY APPROVED October 24th (no year date), AND BECOMES A PART OF THE OFFICIAL MINUTES OF THE COUNTY COMMISSIONERS' COURT. ENTERED IN THE OFFICIAL MINUTES OF THIS COURT ON _____ day of _____, 2025.

Bobby Howell
Bowie County Judge

Sammy Stone
Commissioner, Precinct 1

Tom Whitten
Commissioner, Precinct 2

James Strain
Commissioner, Precinct 3

Mike Carter
Commissioner, Precinct 4

ATTEST:

Tina Petty, County Clerk
Bowie County, Texas

INVOCATION

Commissioner Pct. #3-James Strain, DeKalb, TX

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the United States

**COMMISSIONERS COURT MINUTES
SEPTEMBER 22, 2025**

BE IT REMEMBERED, that on this 22nd day of September, 2025, the HONORABLE COMMISSIONERS COURT of Bowie County, Texas met in REGULAR SESSION at the Courthouse in New Boston, Texas after due notice had been posted on the 16th day of September, 2025 with the HONORABLE BOBBY L. HOWELL present and presiding with the following Commissioners being present.

Sammy Stone	Commissioner Pct. #1
Tom Whitten	Commissioner Pct. #2
James Strain	Commissioner Pct. #3
Mike Carter	Commissioner Pct. #4

Also in attendance were the following County Officials:

- **County Auditor Jennifer Beckett**
- **County Clerk Tina Petty**
- **County Legal Advisor Samuel Brown**

ANNOUNCEMENTS

None

REGULAR AGENDA ITEMS

Court convened at 9:01 A.M. when the following ORDERS, JUDGMENTS and DECREES were had and ORDERED spread upon the minutes of the Court to-wit.

Item 1: There was no Public Comments.

Item 2: There was no Commissioners Court response to Public Comments.

Item 3: On this 22nd day of September, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve an Interlocal Agreement between Bowie County and the City of Texarkana, Texas regarding Levy, Collection and Apportionment of certain TABC Fees.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 4: On this 22nd day of September, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve a Resolution Authorizing County Grant Program Year 2026 for the Texas Department of Agriculture Texans Feeding Texans Home Delivered Meal Grant Program.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 5: On this 22nd day of September, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Sammy Stone to approve the bonds of Bobby Howell, Craig Henry and Jennifer Beckett.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 6: On this 22nd day of September, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to approve the Juvenile Probation cell phone allowances.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 7: On this 22nd day of September, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Tom Whitten to approve the 2025-2026 State Crisis Intervention Grant Program Resolution.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 8: On this 22nd day of September, 2025, a motion was made by Commissioner Tom Whitten and duly second by Commissioner Mike Carter to approve the 2025-2026 Juvenile Justice and Truancy Prevention Grant Resolution.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 9: On this 22nd day of September, 2025, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to approve the Order Setting Commissioners Court for FY26.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 10: On this 22nd day of September, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve the 2026 Holiday Schedule.

Motion was put to a vote and all Commissioners voted yes and none vote no.

Motion carried.

Item 11: On this 22nd day of September, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to pay Four States Fiber payments of \$213,995.00 and \$435,992.00 from RP Funds for the Bowie County Fiber Ring Project. Motion was put to a vote and all Commissioners voted yes and none voted no. Motion carried.

Item 12: On this 22nd day of September, 2025, a motion was made by Commissioner James Strain and duly second by Commissioner Mike Carter to approve the Auditor's Monthly Report for August 2025. Motion was put to a vote and all Commissioners voted yes and none voted no. Motion carried.

Item 13: On this 22nd day of September, 2025, a motion was made by Commissioner Tom Whitten and duly second by Commissioner Mike Carter to approve budget adjustments (line-item transfers). Motion was put to a vote and all Commissioners voted yes and none voted no. Motion carried.

Item 14: On this 22nd day of September, 2025, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve payment of accounts payable and payroll. Motion was put to a vote and all Commissioners voted yes and none voted no. Motion carried.

Item 15: On this 22nd day of September, 2025, a motion was made by Commissioner Tom Whitten and duly second by Commissioner James Strain to approve the minutes as an Order of the Court (September 8, 2025). Motion was put to a vote and all Commissioners voted yes and none voted no. Motion carried.

Item 16: There was no Adjournment into Executive Session pursuant to the following Sections:

- a. Section 551.071 of the Texas Government Code; Consultation with attorney regarding legal issues relating to pending or contemplated litigation.
- b. Section 551.072 of the Texas Government Code; Deliberation of the purchase, exchange lease or value of real property.
- c. Section 551.074 of the Texas Government Code; Personnel Matters.
- d. Section 551.087 of the Texas Government Code; Deliberation regarding Economic Development Negotiations.

Item 17: There was no action to authorize the County Judge to execute settlement participation and release forms regarding confidential partial settlement matters in the Texas opioid multi-district litigation for Bowie County in the matter of *County of Bowie v. Purdue Pharma L.P., et al.*

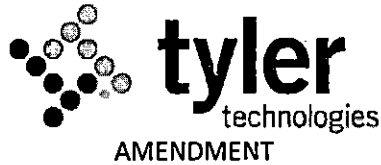
On this 22nd day of September, 2025, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to adjourn. Motion was put to a vote and all Commissioners voted yes and none voted no. Motion carried.

**THE ABOVE FOREGOING MINUTES OF COMMISSIONERS COURT OF
BOWIE COUNTY, TEXAS ON _____ DAY OF _____,2025
WERE READ AND APPROVED _____ DAY OF _____,2025**

**BOBBY L. HOWELL, COUNTY JUDGE
BOWIE COUNTY, TEXAS**

ATTEST:

**TINA PETTY, COUNTY CLERK
AND CLERK OF COMMISSIONERS COURT
BOWIE COUNTY, TEXAS**



This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Bowie County, with offices at 710 James Bowie Drive, New Boston, Texas 75570-2328 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 26, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Meeting Manager.

- a. Removal. The following Tyler Software as a Service (SaaS) is hereby removed from the Agreement as of the Amendment Effective Date:

- Meeting Manager

As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software. Additionally, Client's SaaS fees payment obligation for the above-listed software ends on the same date.

- b. Credit. In recognition of the removal of Meeting Manager and past SaaS fees paid to Tyler for that module, Tyler hereby issues to Client a credit of \$20,000.00. Client may apply such credit, in its discretion, to any fees due Tyler under the Agreement. This Amendment, upon execution, shall serve as Client's documentation for the credit issued (the executed Amendment is your credit invoice from Tyler).
- c. Outstanding Invoices. Client agrees, upon execution of this Amendment, to pay all outstanding balances owed Tyler, including invoice nos. 025-512108, 025-513246, 025-514098, 025-516148, and 025-520587.
- d. Release. Subject to payment of the outstanding invoices, the parties hereby release and discharge one another from any and all potential claims, demands, or actions of any kind in relation to the module, or services to implement the module listed in 1(a) above.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Bowie County

By: _____

By: _____

Name: _____

Name: Tina Petty

Title: _____

Title: County Clerk

Date: _____

Date: _____