

**ELLIS COUNTY INVESTMENT REPORT  
1st QUARTER 2014**

**Cheryl Chambers – Ellis County Treasurer  
April 28, 2014**

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**Carol Bush, County Judge**

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**Dennis Robinson, Commissioner Pct. 1**

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**Bill Dodson, Commissioner Pct. 2**

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**Paul Perry, Commissioner Pct. 3**

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**Ron Brown, Commissioner Pct. 4**

## Table of Contents

<b>Summary</b>	<b>1</b>
<b>Month End Balances for all Entities</b>	<b>2</b>
<b>Investments Listed by Entity/Yield</b>	<b>3</b>
<b>Comerica Bank</b>	<b>4</b>
<b>Funds Management Group</b>	<b>5</b>
<b>Cutwater (Texas Class)</b>	<b>6</b>
<b>LoneStar Investment Pool</b>	<b>7</b>
<b>TexPool</b>	<b>8</b>
<b>TexStar</b>	<b>9</b>
<b>Texas Term</b>	<b>10</b>
<b>Activity by Fund</b>	<b>11</b>
<b>Interest Earned for 1st QTR 2014</b>	<b>12</b>
<b>Collateral Reports</b>	

## Summary

This report is submitted in accordance with Government Code 2256.023. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal, liquidity, and yield.

This investment report is prepared according to generally accepted accounting principles. All of the County's investments are in full compliance with the Ellis County Investment Policy as passed by the Ellis County Commissioner's Court on December 12, 2011 and reviewed on December 19, 2013.

Although the Levee Districts are not funds of Ellis County, they are reported here for a total picture of funds managed by the Ellis County Treasurer.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Chambers".

Cheryl Chambers, C.C.T., C.I.O.  
Ellis County Treasurer  
Investment Officer for Ellis County

MONTH END BALANCES FOR INVESTMENTS  
MARCH 31, 2014

ACCOUNT NAME	100	200	300	400	500	600	700	800	900	1000	TOTAL
GENERAL	1	\$ 100,892.07	\$ 108,292.21	\$ 3,307,010.24	\$ 8,787,243.88	\$ 331,365.47	\$ 3,074,160.74	\$ 24,534,807.59			\$ 34,738,670.42
ADULT PROBATION	3	\$ -	\$ 6,007.84	\$ 227,448.74	\$ 61,041.85	\$ -	\$ 144,408.79	\$ 657,718.15			\$ 1,036,620.52
ADULT PROBATION	4	\$ -	\$ 2,156.20	\$ 147,017.79	\$ 142,111.89	\$ -	\$ 170,418.84	\$ 613,122.61			\$ 1,063,727.33
ADULT PROBATION	5	\$ -	\$ 2,322.61	\$ 306,020.81	\$ 282,350.98	\$ -	\$ 201,435.62	\$ 1,047,173.86			\$ 1,637,383.27
ADULT PROBATION	6	\$ -	\$ 4,817.39	\$ 133,306.38	\$ 86,332.88	\$ -	\$ 62,208.14	\$ 538,017.00			\$ 763,684.39
ADULT PROBATION	7	\$ -	\$ -	\$ -	\$ 761,600.91	\$ -	\$ -	\$ 781,830.91			\$ 1,543,431.82
ADULT PROBATION	8	\$ -	\$ 37,574.53	\$ 24,312.89	\$ 1,051,144.84	\$ -	\$ -	\$ 1,113,032.35			\$ 2,225,960.18
ADULT PROBATION	9	\$ -	\$ -	\$ -	\$ 183,018.17	\$ -	\$ 310,222.13	\$ 940,868.22			\$ 1,434,108.52
ADULT PROBATION	10	\$ -	\$ -	\$ -	\$ 270,477.10	\$ -	\$ 467,842.81	\$ 988,219.09			\$ 1,718,539.00
ADULT PROBATION	11	\$ -	\$ -	\$ -	\$ 335,613.67	\$ -	\$ 535,398.75	\$ 1,018,875.86			\$ 1,890,312.28
ADULT PROBATION	12	\$ -	\$ -	\$ -	\$ 230,328.82	\$ -	\$ 237,260.37	\$ 785,958.57			\$ 1,253,547.76
ADULT PROBATION	13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	18	\$ -	\$ 13,463.59	\$ -	\$ 71,987.14	\$ -	\$ -	\$ 71,987.14			\$ 85,450.73
ADULT PROBATION	19	\$ -	\$ 45,058.09	\$ -	\$ 10,394.47	\$ -	\$ 2,221,275.82	\$ 2,245,153.88			\$ 2,360,627.23
ADULT PROBATION	20	\$ -	\$ -	\$ -	\$ 44,907.04	\$ -	\$ -	\$ 88,985.13			\$ 133,972.17
ADULT PROBATION	21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	27	\$ -	\$ 182,621.88	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 182,621.88
ADULT PROBATION	28	\$ -	\$ -	\$ 108,478.44	\$ 888,043.10	\$ -	\$ -	\$ 996,521.54			\$ 1,104,999.98
ADULT PROBATION	29	\$ -	\$ -	\$ 74,607.03	\$ 68,798.39	\$ -	\$ -	\$ 143,405.42			\$ 286,203.81
ADULT PROBATION	30	\$ -	\$ -	\$ 34,624.07	\$ 108,653.10	\$ -	\$ -	\$ 143,277.17			\$ 177,897.27
ADULT PROBATION	31	\$ -	\$ -	\$ 253,644.09	\$ 285,628.99	\$ -	\$ -	\$ 539,273.08			\$ 1,078,546.16
ADULT PROBATION	32	\$ -	\$ -	\$ 146,087.60	\$ 117,020.85	\$ -	\$ -	\$ 263,108.45			\$ 420,129.05
ADULT PROBATION	33	\$ -	\$ -	\$ -	\$ 73,424.55	\$ -	\$ -	\$ 73,424.55			\$ 146,849.10
ADULT PROBATION	34	\$ -	\$ -	\$ -	\$ 27,144.92	\$ -	\$ -	\$ 27,144.92			\$ 54,289.84
ADULT PROBATION	35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	38	\$ -	\$ -	\$ 845.94	\$ 1,188,796.48	\$ -	\$ -	\$ 1,189,642.42			\$ 1,190,838.36
ADULT PROBATION	39	\$ -	\$ -	\$ -	\$ 3,500,968.14	\$ -	\$ -	\$ 3,504,468.28			\$ 3,508,018.42
ADULT PROBATION	40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	47	\$ -	\$ -	\$ 3,832.23	\$ 129,808.72	\$ -	\$ -	\$ 133,640.95			\$ 137,473.18
ADULT PROBATION	48	\$ -	\$ -	\$ -	\$ 554,483.14	\$ -	\$ -	\$ 554,483.14			\$ 1,108,966.28
ADULT PROBATION	49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
ADULT PROBATION	74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
TOTAL		\$ 293,513.95	\$ 1,017,973.42	\$ 4,139,981.87	\$ 19,927,540.61	\$ 5,740,416.32	\$ 5,203,358.44	\$ 45,443,422.72			\$ 78,666,623.28

**INVESTMENTS LISTED BY ENTITY / YIELD**  
**1st QTR 2014**

	<b>Total Invested</b>	<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>
<b>COMERICA BANK</b>	\$ 293,513.95	0.2000%	0.2000%	0.2000%
<b>FUNDS MANAGEMENT GROUP</b>	\$ 1,017,973.42	0.0300%	0.0300%	0.0300%
<b>CUTWATER (TEXAS CLASS)</b>	\$ 4,138,961.87	0.1000%	0.1000%	0.1000%
<b>LONESTAR POOL CORPORATE GOVERNANCE</b>	\$ 19,927,540.61	.1135%/.0288%	.1033%/.0276%	.1091%/.0407%
<b>TEXPOOL</b>	\$ 9,120,660.11	0.0273%	0.0283%	0.0372%
<b>TEXSTAR</b>	\$ 5,740,416.32	0.0303%	0.0318%	0.0400%
<b>TEXAS TERM</b>	\$ 5,203,356.44	0.0400%	0.0400%	0.0400%
	<b>\$ 45,443,422.72</b>			

## **COMERICA BANK**

**Comerica Bank is a subsidiary of Comerica Incorporated. Comerica Incorporated is a financial services company headquartered in Dallas, Texas, strategically aligned into three major business segments: The Business Bank, The Retail Bank, and Wealth & Institutional Management. Comerica Bank has a Standard & Poor's rating of A. Comerica Bank serves as the Bank Depository for Ellis County and works closely with the County Treasurer to reduce costs. The Money Market accounts are FDIC insured up to the \$250,000.00 limit. If the amount invested exceeds the FDIC limit, the funds are covered by collateralization.**

**ELLIS COUNTY INVESTMENTS WITH COMERICA BANK**

Market Value = Book Value

ACCOUNT NAME	COUNTY FUND #	COMERICA	
		December 31, 2013	March 31, 2014
GENERAL	1	\$ 100,842.33	\$ 100,892.07
FUND 1	3	\$ -	\$ -
FUND 4	4	\$ -	\$ -
FUND 5	5	\$ -	\$ -
FUND 6	6	\$ -	\$ -
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
FUND 9	9	\$ -	\$ -
FUND 10	10	\$ -	\$ -
FUND 11	11	\$ -	\$ -
FUND 12	12	\$ -	\$ -
LATERAL ROADS	13	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES REC MGT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PERM IMPROVE	18	\$ -	\$ -
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REC MGMT	21	\$ -	\$ -
CC ARCHIVES	22	\$ -	\$ -
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2009	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RDCY	27	\$ 192,526.92	\$ 192,621.88
RDCS	28	\$ -	\$ -
RDCIS	29	\$ -	\$ -
DA CRK PROCEED	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC/CHRG	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC. PRES #1,708	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -
SERIES 0308 US	37	\$ -	\$ -
SERIES 07 ILS	38	\$ -	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HDTA	41	\$ -	\$ -
SHERIFF FID FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT CON CORR	45	\$ -	\$ -
SHRE SEIZURE	46	\$ -	\$ -
SHRE DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCS	49	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -
EMERSONS ENFORCE	54	\$ -	\$ -
CONST # 4 SEIZURE	55	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -
CONST #4 FORF	58	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ -	\$ -
LEVEL 2	72	\$ -	\$ -
LEVEL 3	73	\$ -	\$ -
LEVEL 4	74	\$ -	\$ -
		\$ 293,369.25	\$ 293,513.95

## **FUNDS MANAGEMENT GROUP**

**Funds Management Group, Inc. provides a full array of investment services to investors of public funds in Texas. Ellis County participates in Cash Account Trust, an SEC registered and regulated money market mutual fund, created explicitly for public funds in 1990. CAT is designed to maximize safety and security of invested principal and daily liquidity by investing only in US Treasury and Federal Agency securities (and repurchase agreements on same). The principals of FMGI, Bob Ross and Joan Alexander, have each been involved with banking and investments for public entities for over 35 years. Ross participated in the creation of CAT (originally named Investors Cash Trust). Other services of FMGI include bond underwriting, bond sale re-investment, general public finance, and depository contract advice.**

ELLIS COUNTY INVESTMENTS WITH FUNDS MANAGEMENT GROUP				
Market Value = Book Value				
ACCOUNT NAME	COUNTY	CAT		
	FUND #	December 31, 2013	March 31, 2014	
GENERAL	1	\$ 108,284.11	\$ 108,292.21	
RR01	3	\$ 6,007.69	\$ 6,007.84	
RR02	4	\$ 2,156.09	\$ 2,156.20	
RR03	6	\$ 2,322.50	\$ 2,322.61	
RR04	8	\$ 4,817.24	\$ 4,817.39	
ADULT PROBATION	7	\$ -	\$ -	
JUVENILE PROBATION	8	\$ 37,571.83	\$ 37,574.53	
FM01	9	\$ -	\$ -	
FM02	10	\$ -	\$ -	
FM03	11	\$ -	\$ -	
FM04	12	\$ -	\$ -	
LATERAL ROADS	13	\$ -	\$ -	
CO & DC COURT TECH	14	\$ -	\$ -	
JUSTICE CT TECH	15	\$ -	\$ -	
DC ARCHIVES REC MGT	16	\$ -	\$ -	
JURY	17	\$ -	\$ -	
FIRM IMPROVE	18	\$ 29,081.73	\$ 13,483.59	
LAW LIBRARY	19	\$ 45,054.62	\$ 45,058.09	
TRUST & AGENCY	20	\$ -	\$ -	
RECY MGMT	21	\$ -	\$ -	
CC ARCHIVES	22	\$ -	\$ -	
ROW AVAILABLE	23	\$ -	\$ -	
FIRE MARSHALL SPECIAL	24	\$ -	\$ -	
RIGHT OF WAY 2000	25	\$ -	\$ -	
DC RECORDS TECH	26	\$ -	\$ -	
RD01	27	\$ 109,471.34	\$ 109,479.44	
RD02	28	\$ -	\$ -	
RD03	29	\$ 74,801.61	\$ 74,807.03	
DA CHK PROCESS	30	\$ 34,621.39	\$ 34,624.07	
DA DRUG FORF	31	\$ 253,626.21	\$ 253,644.09	
GDJ RECHASSER	32	\$ 146,086.80	\$ 146,097.60	
CH SECURITY	33	\$ -	\$ -	
COURT REC, FRIES 01.700	34	\$ -	\$ -	
DWI BLOOD DRAW	35	\$ -	\$ -	
ELECTION ADMIN. FEE	36	\$ -	\$ -	
SERIES 0300 US	37	\$ -	\$ -	
SERIES 07 100	38	\$ -	\$ -	
GRANT PASS THROUGH	39	\$ -	\$ -	
SERIES 07 BOND PROJ	40	\$ -	\$ -	
HDTA	41	\$ -	\$ -	
SHERIFF FED FORF	42	\$ -	\$ -	
HAZARD MITIGATION	44	\$ -	\$ -	
ADULT COM CORR	45	\$ -	\$ -	
SHERIFF SEIZURE	46	\$ -	\$ -	
SHERIFF DRUG FORF	47	\$ 3,832.10	\$ 3,832.23	
DA DRUG SEIZURE	48	\$ -	\$ -	
JCC	49	\$ -	\$ -	
DA FEDERAL ASSET	51	\$ -	\$ -	
MISSIONS ENFORCE	54	\$ -	\$ -	
CONST # 1 SEIZURE	56	\$ -	\$ -	
CONST #2 FORF	56	\$ -	\$ -	
CONST #1 FORF	57	\$ -	\$ -	
CONST #4 FORF	58	\$ -	\$ -	
LAW ENFORCE BLOCK	59	\$ -	\$ -	
LEVEE 2	72	\$ 175,963.75	\$ 175,976.50	
LEVEE 3	73	\$ -	\$ -	
LEVEE 4	74	\$ -	\$ -	
		\$ 1,033,498.01	\$ 1,017,973.42	

## **CUTWATER (Texas Class)**

The Texas Cooperative Liquid Assets Securities System Trust was created as an investment pool for participants pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, through which entities may pool any of its funds, or funds under its control, in order to preserve principal, to maintain the liquidity of the funds and to maximize yield in accordance with the Public Funds Investment Act. The Trust may invest in any or all of the legal investments specified in Sections 2256.009 through 2256.016, of the Act. Such investments may include, without limitation, the following:

- U.S. Treasury Bills, Notes and Bonds
- Obligations of or guaranteed by U.S. Government Agencies and Instrumentalities
- State and local government Obligations (subject to limitation)
- Certificates of Deposits of a State or Nations Bank Domiciled in the State of Texas Guaranteed or Insured by the FDIC
- Bankers' Acceptances
- Mutual Funds
- Repurchase Agreements
- Highly Rated Commercial Paper
- Guaranteed Investment Contracts (Bond Proceeds Only)

Texas Class is rated AAAM by Standard and Poor's, the highest rating assigned to principal stability government investment pools.

**ELLIS COUNTY INVESTMENTS WITH CUTWATER (Texas Class)**

Market Value = Book Value

ACCOUNT NAME	COUNTY FUND #	Texas Class	
		December 31, 2013	March 31, 2014
GENERAL	1	\$ 527.28	\$ 3,301,010.24
RBP1	3	\$ 390.84	\$ 227,448.74
RBP2	4	\$ 975.03	\$ 147,017.79
RBP3	5	\$ 947.73	\$ 308,020.81
RBP4	6	\$ 264.95	\$ 133,305.36
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ 24,307.48	\$ 24,312.99
FMH1	9	\$ -	\$ -
FMH2	10	\$ -	\$ -
FMH3	11	\$ -	\$ -
FMH4	12	\$ -	\$ -
LATERAL ROADS	13	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES REC MGT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PERM IMPROVE	18	\$ -	\$ -
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REC MGMT	21	\$ -	\$ -
CC ARCHIVES	22	\$ -	\$ -
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHAL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RDP1	27	\$ -	\$ -
RDP2	28	\$ -	\$ -
RDP3	29	\$ -	\$ -
DA CHK PROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC REPAIR	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC PRES \$1.708	34	\$ -	\$ -
DW BLOOD DRAW	36	\$ -	\$ -
ELECTION ADMIN FEE	36	\$ -	\$ -
SERVIS 6388 IN	37	\$ -	\$ -
SERVIS 67 145	38	\$ 845.83	\$ 845.94
GRANT PASS THROUGH	39	\$ -	\$ -
SERVIS 67 BOND PROJ	40	\$ -	\$ -
INDTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM CORR	46	\$ -	\$ -
SHPF SEIZURE	46	\$ -	\$ -
SHPF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JOC	49	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -
EMERSONS ENFORCE	54	\$ -	\$ -
CONST #4 SEIZURE	55	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -
CONST #4 FORF	58	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ -	\$ -
LEVIE 2	72	\$ -	\$ -
LEVIE 3	73	\$ -	\$ -
LEVIE 4	74	\$ -	\$ -
		\$ 28,259.12	\$ 4,139,961.87

## **LONESTAR INVESTMENT POOL**

The LoneStar Investment Pool is an investment pool available to government entities, in full compliance with the Public Funds Investment Act. Ellis County participates in 2 of the 3 available funds, the Government Overnight Fund and the Corporate Overnight Fund. Both Funds are rated AAA by Standard & Poor.

The Government Overnight Fund invests in the following:

- **Obligations of the United States or its agencies and instrumentalities**
- **Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the United States or its agencies and instrumentalities**
- **Fully collateralized repurchase agreements that meet the following criteria: (1) have a defined termination date; (2) are secured by obligations of the United States or its agencies and instrumentalities; (3) require the securities being purchased by the Government Overnight Fund to be pledged to the Government Overnight Fund, held in the Government Overnight Fund's name, and deposited at the time the investment is made with the Government Overnight Fund or with a third party selected and approved by the Government Overnight Fund; and (4) are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state. The market value of repurchase agreement collateral is required to initially be 102 percent of the principal amount of such repurchase agreement. Thereafter, the market value of such collateral will be determined (marked-to-market) daily and reset to 102 percent of the principal amount if it falls below 100 percent.**
- **No-load money market mutual funds regulated by the SEC, provided the Government Overnight Fund shall not invest its funds in any one money market mutual fund in an amount that exceeds 10 percent of the total assets of such money market mutual fund.**

The Corporate Overnight Plus Fund may invest in all securities authorized under the Investment Act. However, it is the Board's policy to have these additional restrictions:

- **The Corporate Overnight Plus Fund shall not invest its assets in any one nongovernmental issuer in an amount that exceeds 5 percent of the total fund assets at cost.**
- **If an A-1 or P-1 investment is placed on the watch list with negative implications by a rating agency, the investment manager must sell the investment within one week.**

**ELLIS COUNTY INVESTMENTS WITH LONESTAR INVESTMENT POOL**  
**Market Value = Book Value**

ACCOUNT NAME	COUNTY FUND #	December 31, 2013		March 31, 2014	
		Corp. Overnight Fund	Govt. Overnight Fund	Corp. Overnight Fund	Govt. Overnight Fund
GENERAL	1	\$ 2,859,537.38	\$ -	\$ 8,831,852.98	\$ -
RD#1	3	\$ 61,025.47	\$ -	\$ 61,041.85	\$ -
RD#2	4	\$ 142,073.58	\$ -	\$ 142,111.69	\$ -
RD#3	5	\$ 212,173.98	\$ 50,118.08	\$ 212,230.91	\$ 50,120.07
RD#4	6	\$ 46,224.40	\$ 40,092.83	\$ 46,236.81	\$ 40,098.05
ADULT PROBATION	7	\$ 818,301.55	\$ 13,770.81	\$ 756,759.45	\$ 5,071.46
JUVENILE PROBATION	8	\$ 537,671.15	\$ 112,236.65	\$ 1,016,353.53	\$ 34,791.31
RD#1	9	\$ 86,979.41	\$ -	\$ 193,018.17	\$ -
RD#2	10	\$ 165,417.44	\$ -	\$ 270,477.10	\$ -
RD#3	11	\$ 208,539.23	\$ -	\$ 335,613.67	\$ -
RD#4	12	\$ 124,579.85	\$ -	\$ 230,128.62	\$ -
LATERAL ROADS	13	\$ -	\$ -	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -	\$ -	\$ -
DC ARCHIVES REC MGT	16	\$ -	\$ -	\$ -	\$ -
JURY	17	\$ 19,046.08	\$ 2,932.79	\$ 69,054.12	\$ 2,933.02
RD#1 IMPROVE	18	\$ 10,391.89	\$ -	\$ 10,394.47	\$ -
LAW LIBRARY	19	\$ 59,894.55	\$ -	\$ 44,907.04	\$ -
TRUST & AGENCY	20	\$ -	\$ -	\$ -	\$ -
REC MGMT	21	\$ -	\$ -	\$ -	\$ -
CC ARCHIVES	22	\$ -	\$ -	\$ -	\$ -
ROW AVAILABLE	23	\$ 119,749.12	\$ -	\$ 119,781.26	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -	\$ -	\$ -
RD#1	27	\$ 885,805.35	\$ -	\$ 886,043.10	\$ -
RD#2	28	\$ 66,778.47	\$ -	\$ 66,796.39	\$ -
RD#10	29	\$ 109,635.68	\$ -	\$ 109,665.10	\$ -
DA CHK PROCESS	30	\$ 265,455.74	\$ -	\$ 265,526.99	\$ -
DA DRUG FORF	31	\$ 186,987.37	\$ -	\$ 117,020.85	\$ -
GRN REC/PRESER	32	\$ 49,407.01	\$ -	\$ 73,424.55	\$ -
GH SECURITY	33	\$ 27,137.83	\$ -	\$ 27,144.92	\$ -
COURT REC (RES PT. 708)	34	\$ -	\$ -	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -	\$ -	\$ -
SERIES 02/06 ILS	37	\$ 1,632,931.15	\$ -	\$ 1,188,796.48	\$ -
SERIES 07 ILS	38	\$ 1,527,899.74	\$ -	\$ 3,500,966.14	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -	\$ -	\$ -
HDTA	41	\$ -	\$ -	\$ -	\$ -
SHERIFF FID FORF	42	\$ 408,786.51	\$ 92,881.43	\$ 426,499.37	\$ 92,668.86
HAZARD MITIGATION	44	\$ -	\$ -	\$ -	\$ -
ADULT CON CORR	45	\$ -	\$ -	\$ -	\$ -
SHERIFF SEIZURE	46	\$ -	\$ -	\$ -	\$ -
SHERIFF DRUG FORF	47	\$ 146,099.96	\$ -	\$ 129,606.72	\$ -
DA DRUG SEIZURE	48	\$ 548,426.62	\$ 3,428.93	\$ 553,274.10	\$ 1,189.04
JDC	49	\$ -	\$ -	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -	\$ -	\$ -
MISSIONS ENFORCE	54	\$ -	\$ -	\$ -	\$ -
CONST #1 SEIZURE	55	\$ -	\$ -	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -	\$ -	\$ -
CONST #4 FORF	58	\$ -	\$ -	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ 15,940.14	\$ -	\$ 15,944.42	\$ -
LEVEE 2	72	\$ -	\$ -	\$ -	\$ -
LEVEE 3	73	\$ -	\$ -	\$ -	\$ -
LEVEE 4	74	\$ -	\$ -	\$ -	\$ -
		\$ 11,140,896.19	\$ 315,238.50	\$ 19,700,670.80	\$ 228,869.81
			\$ 11,456,134.69	\$	\$ 19,927,540.61

## **TEXPOOL**

**TexPool is a local government investments pool created on behalf of Texas entities whose investment objectives are preservation and safety of principal, liquidity and yield consistent with the Public Funds Investment Act. The pool seeks to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act. TexPool investments consist exclusively of U. S. Government securities, repurchase agreements collateralized by U. S. Government securities, and AAA-rated no-load money market mutual funds. TexPool is rated AAAM by Standard & Poor's, the highest rating a local government investment pool can achieve. The weighted average maturities of the pools cannot exceed 60 days, with the maximum maturity of any investment limited to 13 months. TexPool is governed by the Texas Public Funds Investment Act, and is in full compliance with the Act.**

**ELLIS COUNTY INVESTMENTS WITH TEXPOOL**

Market Value = Book Value

ACCOUNT NAME	COUNTY FUND #	TaxPool	
		December 31, 2013	March 31, 2014
GENERAL	1	\$ 726,228.76	\$ 8,787,243.88
RD#1	3	\$ -	\$ -
RD#2	4	\$ -	\$ -
RD#3	5	\$ -	\$ -
RD#4	6	\$ -	\$ -
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
FM#1	9	\$ -	\$ 99,704.88
FM#2	10	\$ -	\$ 72,903.57
FM#3	11	\$ -	\$ 62,803.02
FM#4	12	\$ -	\$ 98,004.78
LATERAL ROADS	13	\$ -	\$ -
GO & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES RIG MGT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PERM IMPROVE	18	\$ -	\$ -
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
RIG MGT	21	\$ -	\$ -
CC ARCHIVES	22	\$ -	\$ -
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2009	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ -	\$ -
RD#2	28	\$ -	\$ -
RD#3	29	\$ -	\$ -
DA' CHK PROCS	30	\$ -	\$ -
DA' DRUG FORF	31	\$ -	\$ -
CON RECORDS	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC. FEE #1,768	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
INJECTION ADMIN. FEE	36	\$ -	\$ -
SERIES 07/08 IS	37	\$ -	\$ -
SERIES 07/13	38	\$ -	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HIDTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT CON CORR	45	\$ -	\$ -
SHERIFF SEIZURE	46	\$ -	\$ -
SHERIFF DRUG FORF	47	\$ -	\$ -
DA' DRUG SEIZURE	48	\$ -	\$ -
JCC	49	\$ -	\$ -
DA' FEDERAL ASSET	51	\$ -	\$ -
EMERSONS ENFORCE	54	\$ -	\$ -
CONST #4 SEIZURE	55	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -
CONST #4 FORF	58	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ -	\$ -
LEVEL 2	72	\$ -	\$ -
LEVEL 3	73	\$ -	\$ -
LEVEL 4	74	\$ -	\$ -
		\$ 726,228.76	\$ 9,120,660.11

## **TEXSTAR**

**TexSTAR is a local government investment pool created under the Interlocal Cooperation Act specifically tailored to meet Texas state and local government investment objectives of preservation of principal, daily liquidity and competitive yield. The funds portfolio is a government-repurchase agreement pool, utilizing primarily U.S. Treasury securities, U.S. agency securities – both fixed and floating-and REPO collateralized obligations, the principal and interest of which are unconditionally guaranteed or insured by the full faith and credit of the United States or its agencies or its instrumentalities. The fund is rated AAAM by Standard and Poor's and maintains a maturity of 60 days or less, with a maximum maturity of 13 months for any individual security. The fund seeks to maintain a constant dollar objective and fulfills all requirements of the Texas PFIA for local government investment pools.**

**ELLIS COUNTY INVESTMENTS WITH TEXSTAR**

Market Value = Book Value

ACCOUNT NAME	COUNTY FUND #	TEXSTAR	
		December 31, 2013	March 31, 2014
GENERAL	1	\$ 331,327.62	\$ 331,355.47
FUND1	3	\$ 31,799.28	\$ 218,809.93
FUND2	4	\$ 412.31	\$ 151,418.84
FUND3	5	\$ 58,029.62	\$ 275,043.84
FUND4	6	\$ 130,336.95	\$ 252,353.25
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
FUND1	9	\$ 162,698.56	\$ 337,724.06
FUND2	10	\$ 5,983.51	\$ 177,995.61
FUND3	11	\$ 18,854.31	\$ 82,860.22
FUND5	12	\$ 8,527.75	\$ 220,542.80
LATERAL ROADS	13	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES REC MGT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PERM IMPROVE	18	\$ 2,262,975.35	\$ 2,221,275.82
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REC MGMT	21	\$ -	\$ -
CO ARCHIVES	22	\$ 428,982.85	\$ 590,028.59
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
NIGHT DE WAY 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RDPL	27	\$ -	\$ -
RDP5	28	\$ -	\$ -
RDP15	29	\$ -	\$ -
DA CHK PROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
DA DRUG PRESSER	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC. PRES #1.704	34	\$ -	\$ -
DA BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMINL FEE	36	\$ -	\$ -
SERIES 03/06 MO	37	\$ -	\$ -
SERIES 07 ISS	38	\$ 127,324.71	\$ 182,036.56
GRANT PASS-THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HQTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM CORR	45	\$ -	\$ -
SHPF SEIZURE	46	\$ 317,990.01	\$ 316,141.61
SHPF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCO	49	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -
CONST #4 SEIZURE	55	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -
CONST #4 FORF	58	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ -	\$ -
LEVEL 2	72	\$ 126,019.43	\$ 144,850.89
LEVEL 3	73	\$ 215,074.40	\$ 238,178.83
LEVEL 4	74	\$ -	\$ -
		\$ 4,246,336.84	\$ 5,740,416.32

## **TEXAS TERM**

**TexasTerm Local Government Investment Pool is a local government pool created by and for Texas local governments to provide investment programs tailored to the needs of Texas cities, counties, school districts and other public investors. Texas Term portfolios (TexasDAILY and TexasTERM) seek to provide investors with safety, flexibility and competitive yields. TexasDAILY has a Standard and Poor's fund rating of AAAm. The rating signifies excellent safety of invested principal and a superior capacity to maintain a \$1.00 per share net asset value.**

**TexasDAILY portfolio may contain a combination of:**

- **Obligations of the U.S. Government or its Agencies or Instrumentalities**
- **Repurchase Agreements with Primary Dealers**
- **Certificates of Deposit that are FDIC insured and fully collateralized according to Texas Law**
- **Money Market Mutual Funds rate AAA or equivalent**

**The TexasDAILY portfolio provides a variable rate with availability of funds on a daily basis.**

**ELLIS COUNTY INVESTMENTS WITH TEXAS TERM**

Market Value = Book Value

ACCOUNT NAME	COUNTY FUND #	Texas DAILY	
		December 31, 2013	March 31, 2014
GENERAL	1	\$ 413,975.02	\$ 3,074,160.74
RDP1	3	\$ 144,398.30	\$ 144,409.79
RDP2	4	\$ 170,402.18	\$ 170,418.06
RDP3	5	\$ 201,416.81	\$ 201,435.62
RDP4	6	\$ 82,202.34	\$ 82,208.14
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
FPM1	9	\$ 60,201.72	\$ 310,222.13
FPM2	10	\$ 172,810.99	\$ 467,842.81
FPM3	11	\$ 220,362.09	\$ 535,398.75
FPM4	12	\$ 7,245.31	\$ 237,260.37
LATERAL ROADS	13	\$ -	\$ -
GO & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES REC MGT	18	\$ -	\$ -
JURY	17	\$ -	\$ -
PERM IMPROVE	18	\$ -	\$ -
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REC MONT	21	\$ -	\$ -
CC ARCHIVES	22	\$ -	\$ -
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2006	26	\$ -	\$ -
DC RECORDS TECH	28	\$ -	\$ -
RDP1	27	\$ -	\$ -
RDP2	28	\$ -	\$ -
RDP3	29	\$ -	\$ -
CATCH PROCS	30	\$ -	\$ -
DA DRUG BOND	31	\$ -	\$ -
GEN REC PRESS	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC FEE \$1.700	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMINL FEE	36	\$ -	\$ -
SERIES 0308 MS	37	\$ -	\$ -
SERIES 07 MS	38	\$ -	\$ -
GRANT RANS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HQTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM CORR	45	\$ -	\$ -
SHERIFF SEIZURE	46	\$ -	\$ -
SHERIFF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JOC	49	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -
CONST #4 SEIZURE	55	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -
CONST #4 FORF	58	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ -	\$ -
LEVEE 2	72	\$ -	\$ -
LEVEE 3	73	\$ -	\$ -
LEVEE 4	74	\$ -	\$ -
		\$ 1,453,012.76	\$ 5,203,356.44

**ACTIVITY BY FUND**  
**Quarter Ending March 31, 2014**

ACCOUNT NAME	COUNTY FUND #	Beginning Balance December 31, 2013	Deposits	Withdrawals	Interest Earned	Ending Balance March 31, 2014
GENERAL	1	\$ 4,540,722.48	\$ 24,280,500.00	\$ 4,270,000.00	\$ 3,585.11	24,534,807.59
RDH	3	\$ 243,619.56	\$ 514,000.00	\$ 100,000.00	\$ 98.99	857,718.16
RDPS	4	\$ 316,019.17	\$ 397,000.00	\$ 100,000.00	\$ 103.44	813,122.61
RDPS	5	\$ 525,006.88	\$ 622,000.00	\$ 100,000.00	\$ 167.18	1,047,173.86
RDPS	6	\$ 283,938.71	\$ 355,000.00	\$ 100,000.00	\$ 78.29	539,017.00
ADULT PROBATION	7	\$ 630,072.36	\$ 248,000.00	\$ 116,400.00	\$ 158.55	761,830.91
JUVENILE PROBATION	8	\$ 711,786.09	\$ 525,500.00	\$ 124,450.00	\$ 196.27	1,113,032.36
RDH	9	\$ 309,879.89	\$ 830,700.00	\$ -	\$ 89.53	940,669.22
RDPS	10	\$ 344,211.94	\$ 844,900.00	\$ -	\$ 107.15	989,219.09
RDPS	11	\$ 447,755.83	\$ 588,800.00	\$ -	\$ 120.03	1,018,875.86
RDPS	12	\$ 140,352.81	\$ 645,500.00	\$ -	\$ 83.86	785,936.57
LATERAL ROADS	13	\$ -	\$ -	\$ -	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -	\$ -	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -	\$ -	\$ -	\$ -
DC ARCHIVES REG MNT	16	\$ -	\$ -	\$ -	\$ -	\$ -
JURY	17	\$ 21,978.87	\$ 50,000.00	\$ -	\$ 8.27	71,987.14
PERM IMPROVE	18	\$ 2,322,448.77	\$ -	\$ 77,487.84	\$ 192.75	2,245,153.88
LAW LIBRARY	19	\$ 104,949.17	\$ -	\$ 15,000.00	\$ 15.96	89,965.13
TRUST & AGENCY	20	\$ -	\$ -	\$ -	\$ -	\$ -
REG MNT	21	\$ -	\$ -	\$ -	\$ -	\$ -
DC ARCHIVES	22	\$ 428,982.85	\$ 181,000.00	\$ -	\$ 45.74	590,028.59
ROW AVAILABLE	23	\$ 119,749.12	\$ -	\$ -	\$ 32.14	119,781.26
FIRE MARSHALL SPECIAL	24	\$ -	\$ -	\$ -	\$ -	\$ -
RIGHT OF WAY DMS	25	\$ -	\$ -	\$ -	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -	\$ -	\$ -	\$ -
RDH	27	\$ 1,187,803.81	\$ -	\$ -	\$ 340.81	1,188,144.42
RDH	28	\$ 88,778.47	\$ -	\$ -	\$ 17.82	88,796.39
RDPS	29	\$ 184,237.29	\$ -	\$ -	\$ 34.84	184,272.13
DA CRK PROPOS	30	\$ 300,077.13	\$ -	\$ -	\$ 73.93	300,151.06
DA DRUG FORT	31	\$ 440,812.58	\$ -	\$ 70,000.00	\$ 52.36	370,864.94
GEN RECOMPEN	32	\$ 195,493.81	\$ 24,000.00	\$ -	\$ 28.34	219,522.15
CH SECURITY	33	\$ 27,137.83	\$ -	\$ -	\$ 7.29	27,144.92
COURT REG. ENRS 81,738	34	\$ -	\$ -	\$ -	\$ -	\$ -
DW BLOOD CRAB	35	\$ -	\$ -	\$ -	\$ -	\$ -
ELECTION ADMIN FEE	36	\$ -	\$ -	\$ -	\$ -	\$ -
RDPS ENRS DC	37	\$ 1,832,831.15	\$ 1,553,000.00	\$ 1,987,500.00	\$ 365.33	1,188,796.48
ENRS 82 MA	38	\$ 1,658,070.28	\$ 2,838,000.00	\$ 811,000.00	\$ 778.36	3,683,848.64
GRANT TRANS THROUGH	39	\$ -	\$ -	\$ -	\$ -	\$ -
ENRS 83 BOND PROJ	40	\$ -	\$ -	\$ -	\$ -	\$ -
NOTA	41	\$ -	\$ -	\$ -	\$ -	\$ -
ENRS 84 FORT	42	\$ 501,447.94	\$ 17,900.00	\$ -	\$ 120.29	519,168.23
HAZARD MITIGATION	44	\$ -	\$ -	\$ -	\$ -	\$ -
ADULT COR CORP	45	\$ -	\$ -	\$ -	\$ -	\$ -
ENRS 85 FORT	46	\$ 317,990.01	\$ -	\$ 1,875.00	\$ 26.60	316,141.61
ENRS 86 FORT	47	\$ 149,932.08	\$ 27,670.00	\$ 44,200.00	\$ 36.89	133,438.95
DA DRUG SEIZURE	48	\$ 551,855.55	\$ 4,700.00	\$ 2,240.00	\$ 147.99	554,483.14
JDC	49	\$ -	\$ -	\$ -	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -	\$ -	\$ -	\$ -
EMERSONS ENFORCE	54	\$ -	\$ -	\$ -	\$ -	\$ -
CONST #4 SEIZURE	56	\$ -	\$ -	\$ -	\$ -	\$ -
CONST #5 FORT	58	\$ -	\$ -	\$ -	\$ -	\$ -
CONST #1 FORT	57	\$ -	\$ -	\$ -	\$ -	\$ -
CONST #4 FORT	58	\$ -	\$ -	\$ -	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ 15,940.14	\$ -	\$ -	\$ 4.28	15,944.42
LEVEL 2	72	\$ 301,983.18	\$ 18,620.00	\$ -	\$ 24.21	320,627.39
LEVEL 3	73	\$ 215,074.40	\$ 26,885.00	\$ 3,800.00	\$ 19.43	238,178.83
LEVEL 4	74	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 19,238,839.23	\$ 34,133,378.00	\$ 7,933,952.64	\$ 7,161.13	48,443,422.72

**INVESTMENT INTEREST FOR 1ST QTR. 2014**

ACCOUNT NAME	CO FUND #	JANUARY	FEBRUARY	MARCH	TOTAL
GENERAL	1	\$ 870.33	\$ 1,229.55	\$ 1,485.23	\$ 3,585.11
RDH1	3	\$ 22.04	\$ 35.25	\$ 41.30	\$ 98.59
RDH2	4	\$ 27.11	\$ 35.43	\$ 40.90	\$ 103.44
RDH3	5	\$ 43.28	\$ 56.66	\$ 67.23	\$ 167.18
RDH4	6	\$ 18.21	\$ 27.74	\$ 32.34	\$ 78.29
ADULT PROBATION	7	\$ 56.97	\$ 43.78	\$ 57.80	\$ 158.55
JUVENILE PROBATION	8	\$ 56.36	\$ 45.82	\$ 94.09	\$ 196.27
RDH1	9	\$ 20.03	\$ 28.83	\$ 40.67	\$ 89.53
RDH2	10	\$ 27.19	\$ 33.64	\$ 46.32	\$ 107.15
RDH3	11	\$ 32.27	\$ 37.02	\$ 50.74	\$ 120.03
RDH4	12	\$ 18.33	\$ 27.38	\$ 37.97	\$ 83.66
LATERAL ROADS	13	\$ -	\$ -	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -	\$ -	\$ -
DC ARCHIVES REC MGT	16	\$ -	\$ -	\$ -	\$ -
JURY	17	\$ 1.91	\$ 1.57	\$ 4.79	\$ 8.27
RDH IMPROVE	18	\$ 59.99	\$ 55.85	\$ 76.91	\$ 192.75
LAW LIBRARY	19	\$ 5.97	\$ 4.64	\$ 5.35	\$ 15.96
TRUST & AGENCY	20	\$ -	\$ -	\$ -	\$ -
REC MGMT	21	\$ -	\$ -	\$ -	\$ -
DC ARCHIVES	22	\$ 11.35	\$ 14.38	\$ 20.01	\$ 45.74
ROW AVAILABLE	23	\$ 11.55	\$ 9.49	\$ 11.10	\$ 32.14
FINE MARSHALL SPECIAL	24	\$ -	\$ -	\$ -	\$ -
RIGHT OF WAY 2000	25	\$ -	\$ -	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -	\$ -	\$ -
RDH1	27	\$ 120.92	\$ 102.27	\$ 117.62	\$ 340.81
RDH2	28	\$ 6.44	\$ 5.29	\$ 6.19	\$ 17.92
RDH3	29	\$ 12.44	\$ 10.38	\$ 12.02	\$ 34.84
DA CHK PROCES	30	\$ 26.52	\$ 21.87	\$ 25.54	\$ 73.93
DA DRUG FORF	31	\$ 19.86	\$ 15.14	\$ 17.36	\$ 52.36
GEN REC FORF	32	\$ 8.63	\$ 9.18	\$ 10.53	\$ 28.34
CH SECURITY	33	\$ 2.62	\$ 2.15	\$ 2.52	\$ 7.29
COURT REC PRES 01-700	34	\$ -	\$ -	\$ -	\$ -
DA BLOOD DRAW	35	\$ -	\$ -	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -	\$ -	\$ -
SERIES SEIZURE	37	\$ 179.80	\$ 72.81	\$ 112.72	\$ 365.33
SERIES 07 IAS	38	\$ 220.65	\$ 227.70	\$ 330.01	\$ 778.36
GRANT PASS THROUGH	39	\$ -	\$ -	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -	\$ -	\$ -
HOTA	41	\$ -	\$ -	\$ -	\$ -
SHERIFF FED FORF	42	\$ 41.79	\$ 35.78	\$ 42.74	\$ 120.29
HAZARD MITIGATION	44	\$ -	\$ -	\$ -	\$ -
ADULT CON CORR	45	\$ -	\$ -	\$ -	\$ -
SHERIFF SEIZURE	46	\$ 8.14	\$ 7.72	\$ 10.74	\$ 26.60
SHERIFF DRUG FORF	47	\$ 14.13	\$ 11.38	\$ 11.38	\$ 36.89
DA DRUG SEIZURE	48	\$ 52.93	\$ 43.50	\$ 51.16	\$ 147.59
UCC	49	\$ -	\$ -	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -	\$ -	\$ -
MISSIONS ENFORCE	54	\$ -	\$ -	\$ -	\$ -
CONST # 4 SEIZURE	55	\$ -	\$ -	\$ -	\$ -
CONST #3 FORF	56	\$ -	\$ -	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -	\$ -	\$ -
CONST #4 FORF	58	\$ -	\$ -	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ 1.54	\$ 1.26	\$ 1.48	\$ 4.28
LEVEL 2	72	\$ 7.63	\$ 7.32	\$ 9.26	\$ 24.21
LEVEL 3	73	\$ 5.55	\$ 5.69	\$ 8.19	\$ 19.43
LEVEL 4	74	\$ -	\$ -	\$ -	\$ -
		\$ 2,012.49	\$ 2,266.43	\$ 2,882.21	\$ 7,161.13

PAGE 1 03/31/14 19:51:11 CCI PROD FEDERAL RESERVE BANK PLEDGEE HOLDINGS DISTRB PT K1

PLEDGE: ELLIS COUNTY AS OF CLOSE OF BUSINESS 03-31-2014 INSTITUTION ID: #

WAXAHACHIE TX 75165  
 HOLDER : 111000753 - COMERICA DALLAS RESP FRB:  
 ACCOUNT: \*ELLIS COUNTY  
 CUSIP #

CUSIP #	BVF	PAR BALANCE	BOOK VALUE
04.000	G 12-01-24	0.1810174700	53,500,000.00
02.500	G 07-01-27	0.6342598900	3,500,000.00
02.500	G 06-01-28	0.9407030400	41,000,000.00
SUBTOTAL:		98,000,000.00	50,473,168.91
GRAND TOTAL:		98,000,000.00	50,473,168.91



**BNY MELLON**

**Broker/Dealer Services  
One Wall Street, Fourth Floor  
New York, NY 10286**

**Date: 03/31/14**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**000786 XB6SC801  
ATTN: CHERYL CHAMBERS  
ELLIS COUNTY TEXAS  
101 W MAIN SUITE 203  
WAXAHACHIE TX 75165**

**Account Id: [REDACTED] Tax Id Number: [REDACTED]**

**This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Wells Fargo Bank, N.A. and The Bank of New York Mellon. Any questions should be directed to Vinnette Frater, Senior Associate, BDS/Tri-Party Services, (973)569-2411.**

**As agent we confirm the following collateralized deposit information received from Wells Fargo Bank, N.A. as of close of business the last business day of the month.**

**Date: 03/31/14  
The collateral segregated on your behalf on 03/31/14 is as follows:**

<b>CUSIP</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>MARKET VALUE</b>
[REDACTED]	FNMA FNMS 3.000% 01/01/43	6,490,000.00	5,871,660.14
		<b>TOTAL MKT VALUE</b>	<b>5,871,660.14</b>

**RECEIVED**

**APR 07 2014**

**Ellis County Treasurer**



**BNY MELLON**

**BROKER DEALER SERVICES DIVISION  
PRICING, INDICATIVE DATA AND OTHER DISCLOSURES**

—  
—  
—  
In connection with your agreement pursuant to which this report is furnished, the prices of financial assets and indicative data reported or reflected herein generally are provided by data providers and ratings agencies ("vendors") used by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) in the ordinary course of business. Prices and indicative data are not independently verified by BNYM, and may contain errors or omissions.

With respect to certain newly issued financial assets, if vendors do not provide prices, such financial assets will be priced valued at par or the new issue price for up to three business days. Thereafter, such financial assets will be valued at zero.

With respect to certain financial assets other than new issues, vendors may not provide prices and may not update prices previously provided on a regular basis. If vendors do not provide prices or update previously reported prices within three business days, such financial assets will be valued at zero, unless other arrangements are agreed in writing.

Notwithstanding the foregoing, certain hard-to-price, thinly traded or illiquid financial assets are valued monthly with no adjustment during the interim period (details are available upon request by contacting BDS Triparty Services).

Although BNYM will not utilize prices obtained from brokers or dealers in providing services, BNYM may obtain from any broker or dealer prices and other information and data such as offering memoranda, observable and non-observable information and assumptions in order to assist BNYM's vendors in determining prices of particular financial assets.

With respect to certain financial assets that are not widely held or regularly traded, vendors may report prices based on valuation models which reflect underlying non-observable assumptions that may not be accurate or complete and such models and/or prices may not be regularly adjusted.

The prices reported by BDS may differ from the prices reported or used by other divisions of BNYM or its subsidiaries or affiliates, and such differences may or may not be material. Margin values reported in connection with triparty transactions may differ from margin values used by BNYM for its own account or for the account of its subsidiaries, affiliates or other clients.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets in default, provided that the prices of such financial assets are made available to BNYM by a vendor which BNYM uses generally for valuing such financial assets.



## BNY MELLON

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets issued by your transaction counterparty or its subsidiaries or affiliates.

Average Traded Volume data is obtained from primary or secondary securities exchanges via BNYM vendor, as appropriate.

Market data, which is subject to availability, may or may not be current.

The information reported or reflected herein is proprietary to its suppliers and is for your internal use only. It may not be copied, reproduced, published, posted, transmitted, displayed, stored, modified, sublicensed, transferred, disclosed or distributed or used for any purpose without BNYM's express written permission or that of its vendors or other third parties, as applicable.

REPORTED PRICES, WHETHER PROVIDED BY VENDORS OR OTHERWISE OBTAINED AS DESCRIBED HEREIN, MAY NOT REFLECT THE ACTUAL AMOUNT THAT CAN BE REALIZED UPON THE SALE OF PARTICULAR FINANCIAL ASSETS.

BDS\_Pricing Disclosures (FINAL 5-13).doc

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F2

Ellis County Engineering  
Received  
APR 8 2014

ELLIS COUNTY BUDGET  
2010/2011 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2010/2011 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
019-0919-50802-00000-000	Equipment	500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
019-0919-50601-00000-000	Travel	500.00

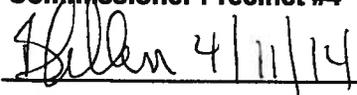
  
 Signature of Department Head \_\_\_\_\_ Date Signed \_\_\_\_\_ Department \_\_\_\_\_

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010/2011

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

Approved by County Auditor's Office:

 4/11/14

Needs court approval

F3

RECEIVED

APR 15 2014

ELLIS COUNTY  
AUDITOR

ELLIS COUNTY BUDGET  
2013/2014 LINE ITEM ADJUSTMENT

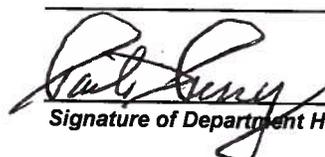
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-50819	Computer	\$ 265.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-50805	Conference/Dues	\$ 265.00

  
Signature of Department Head

4/11/2014  
Date Signed

Road & Bridge, Pct. 3  
Department

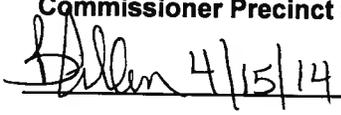
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013/2014

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

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

Approved by County Auditor's Office:

 4/15/14

Needs court approval



RB-2014 CRUSHED LIMESTONE CHIP SEAL TYPE D, GRADE 3, 5/8" ROCK

VENDOR	PRICE BY LOCATION							
	PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #3	PCT. #3	PCT. #3	PCT. #4
Vulcan Materials				ITALY	MAYPEARL			MIDLOTHIAN
CUST. SERV. - 817-377-5353	PALMER	ENNIS						
PICKED UP	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
DELIVERED TO PCT YARD	\$34.33	\$34.68	\$34.85	\$31.70	\$31.70	\$31.70	\$30.30	\$30.30
PER MILE	\$0.175	\$0.175	\$0.175	\$0.175	\$0.175	\$0.175	\$0.175	\$0.175
MILES TO PCT YARD	99	101	102	84	84	84	76	76

Contract period: April 28, 2014 through March 15, 2015, with one (1), one (1) year renewal option.

Vulcan Materials

Matt Thunem

817-377-5353



**AMERICAN BOBTAIL INC.**

**P.O. BOX 146**

**FATE, TX 75132**

**972-772-7600/ 972-772-7601 FAX**

1.3

**QUOTE**

**PREPARED FOR:**

**ROGER FRENCH**

- ONE USED 2006 INTERNATIONAL 4400. 218969 MILES. 33000 GVWR. 6 SPEED TRANS.. AIR BRAKES. SPRING SUSPENSION, 22.5" WHEELS. DUAL 50 GALLON FUEL TANKS, 24' HEAVY DUTY FLATBED, STEEL FLOOR.
- ONE NEW OMAHA STD PALFINGER OLYMPIC SERIES STABILIZED TWIN TELESCOPIC HOIST, MODEL 144SA. SINGLE ACTING (POWER UP. GRAVITY DOWN), INSTALLED ON 2006 INTERNATIONAL 4400 WITH PTO, ALL INSTALLED.
- NEW STEEL SIDE PANELS THAT DROP INTO EXISTING STAKE POCKETS, 18" TALL. FRAMED WITH 1.5" X 1.5" X 16GA TUBING. SKINNED WITH 16GA STEEL SHEET, IN TWO 12' SECTIONS ON EACH SIDE AND TWO 4' SECTIONS IN REAR. WITH LATCHES TO CONNECT THEM, PAINTED BLACK.

I APPRECIATE THE OPPORTUNITY TO EARN YOUR BUSINESS.

MATT MIZE

AMERICAN BOBTAIL INC.

IF YOU HAVE ANY QUESTIONS JUST CALL!

+ 4 New <sup>Recalls</sup> Rear Tires

File Copy

USED EQUIPMENT ANALYSIS SHEET

UNIT#: 1K-215258 G COLOR: WHITE DATE: 3/1/13

TRUCK/TRACTOR

YEAR: 2006 MAKE: INTL. MODEL: 4400 VIN: 1HTMKAAN46H215258  
 MILEAGE: 218887 ENGINE: D1466 HORSEPOWER: 245  
 TRANSMISSION: 6 SPEED BRAKES: AIR SUSPENSION: \_\_\_\_\_  
 BODY STYLE: REG. FRAME RAIL WIDTH: 34" AXLES: 1  
 GVWR: 33000 FRONT: 12000 REAR: 21000  
 WHEELBASE: 254" CA: 183" REAR END RATIO: \_\_\_\_\_  
 LICENSE PLATE: \_\_\_\_\_ STATE: \_\_\_\_\_ EXP: \_\_\_\_\_ INSPECTION/STATE: TX EXP: 4/13  
 TIRE/WHEEL SIZE: 11R22.5 BUD  SPOKE  ALUMINUM  SIMULATORS  RUBBER: 30 %

AC  PS  PW  PL  Cruise Control  Driver Seat Air Ride  Passenger Seat Air Ride  Bench Seat   
 Radio  Tape  CD  Dual Fuel Tanks  Capacity 1: 50 Capacity 2: 50 Aluminum Tanks   
 5<sup>TH</sup> Wheel  Gooseneck  2" Hitch  Sleeper  Size: \_\_\_\_\_ Fairings  Chrome Bumper  Bullet Lights   
 Heated Mirrors  Chrome Exhaust  Dual Exhaust  Horizontal Exhaust  Dual Air Cleaners  Dual Air Horns   
 Daylight Doors  Sun Roof  Telescopic Wheel  Wrap-Around Dash  Dual High-back Seats

TRAILER/TRUCK BODY

SIZE: 24' MAKE: NONE MODEL: 24' FLATBED SN: NONE  
 TYPE: DRY  INSULATED  FLATBED  DUMP  OTHER: \_\_\_\_\_  
 BODY HEIGHT: 53" B/H WIDTH: 96" LENGTH: 24' DOOR HEIGHT: \_\_\_\_\_ WIDTH: \_\_\_\_\_  
 EXTERIOR WALLS: \_\_\_\_\_ INTERIOR WALLS: \_\_\_\_\_ E-TRAC: \_\_\_\_\_ SLATS: \_\_\_\_\_ TIE RINGS: \_\_\_\_\_  
 REAR DOOR: \_\_\_\_\_ SIDE DOOR: \_\_\_\_\_ FLOOR: STEEL WALL THICKNESS: \_\_\_\_\_  
 FRAME RAIL WIDTH: \_\_\_\_\_ SCUFF: \_\_\_\_\_ ROOF: \_\_\_\_\_ DOME LIGHT: \_\_\_\_\_  
 WALK RAMP  LIFT GATE  MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CAPACITY: \_\_\_\_\_  
 SN: \_\_\_\_\_

REFRIGERATION

MAKE: CARRIER  MODEL: \_\_\_\_\_ SN: \_\_\_\_\_ HOURS: \_\_\_\_\_  
 THERMO-KING  COLD PLATE: \_\_\_\_\_ DEGREE OF PLATE: \_\_\_\_\_ # OF PLATE: \_\_\_\_\_  
 ZANOTTI  ELECTRIC STANDBY: 220/SINGLE  220/3   
 OTHER: \_\_\_\_\_ IN CAB CONTROLS

REMARKS: 4 NEW RE-CAPS

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

2.2

# **Texas Traffic Safety eGrants**

## **Fiscal Year 2014**

**Organization Name:** Ellis County Sheriff's Office

**Legal Name:** Ellis County Sheriff's Office

**Payee Identification Number:** 17560009353009

**Project Title:**

**ID:** 2014-EllisCOSO-IDM-00033

**Period:** 10/01/2013 to 09/30/2014

## TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **Ellis County Sheriff's Office** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2014.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **584EGF6295**

CFDA Number:

CFDA Title: **Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grants**

Funding Source: Section **410**

DUNS: **121836055**

**Project Title:** STEP Impaired Driving Mobilization

Grant Period: This Grant becomes effective on **10/01/2013** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2014** unless terminated or otherwise modified.

Total Awarded: **\$10,824.09**

Amount Eligible for Reimbursement by the Department: **\$8,590.33**

Match Amount provided by the Subgrantee: **\$2,233.76**

### TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

**Ellis County Sheriff's Office**  
[Legal Name of Agency]

Executed for the Executive Director and  
Approved for the Texas Transportation  
Commission for the purpose and effect of  
activating and/or carrying out orders, established  
policies or work programs approved and  
authorized by the Texas Transportation  
Commission

By:

By:

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

\_\_\_\_\_  
[District Engineer Texas Department of  
Transportation]

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

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

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

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

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

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

Under the authority of Ordinance or  
Resolution Number (for local government)  
(If Applicable)

By:

\_\_\_\_\_  
Director, Traffic Operations Division Texas  
Department of Transportation (Not required for  
local project grants under \$100,000.00)

\_\_\_\_\_  
[Resolution Number]

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

**Texas Traffic Safety Program**

**GRANT AGREEMENT GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. COMPLIANCE WITH LAWS**

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

**ARTICLE 2. STANDARD ASSURANCES**

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 49 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

**ARTICLE 3. COMPENSATION**

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
  2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
  3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
  4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
  5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by one of the following

cost principles, as appropriate, outlined in:

1. OMB Circular A-21, Cost Principles for Educational Institutions;
  2. 49 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
  3. OMB Circular A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

#### **ARTICLE 4. LIMITATION OF LIABILITY**

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

#### **ARTICLE 5. AMENDMENTS**

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

#### **ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

#### **ARTICLE 7. REPORTING AND MONITORING**

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:
  - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
  - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

### **ARTICLE 8. RECORDS**

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

### **ARTICLE 9. INDEMNIFICATION**

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

### **ARTICLE 10. DISPUTES AND REMEDIES**

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

#### **ARTICLE 11. TERMINATION**

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
  2. There is a written thirty (30) day notice by either party; or
  3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### **ARTICLE 12. INSPECTION OF WORK**

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

#### **ARTICLE 13. AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **ARTICLE 14. SUBCONTRACTS**

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

**ARTICLE 15. GRATUITIES**

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

**ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

**ARTICLE 17. CONFLICT OF INTEREST**

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

**ARTICLE 18. SUBGRANTEE'S RESOURCES**

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

procurement and property management standards and (2) the federal procurement and property management standards provided by:

- A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

#### **ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

#### **ARTICLE 21. SUCCESSORS AND ASSIGNS**

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants*.

#### **ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

#### **ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address  
[http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).

- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

#### **ARTICLE 24. DEBARMENT AND SUSPENSION**

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

#### **ARTICLE 25. LOBBYING CERTIFICATION**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **ARTICLE 26. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

#### **ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Subgrantee agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

#### **ARTICLE 28. SINGLE AUDIT REPORT**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).
- C. If expenditures are less than \$500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee

will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

#### **ARTICLE 29. BUY AMERICA ACT**

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

#### **ARTICLE 30. RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION**

[This article applies only to non-profit entities]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

### **Goals and Strategies**

**Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

**Strategies:** Increase enforcement of traffic safety-related laws.  
Increase public education and information campaigns.

**Goal:** To reduce the number of DWI-related crashes, injuries, and fatalities.

**Strategy:** Increase enforcement of DWI laws.

X I agree to the above goals and strategies.

**Law Enforcement Objective/Performance Measure**

1. Number and type citations/arrests to be issued under STEP	
a. Number of DWI arrests to be made during the Christmas/New Year's Operation	0
b. Number of DWI arrests to be made during the Spring Break Operation	6
c. Number of DWI arrests to be made during the Independence Day Operation	9
d. Number of DWI arrests to be made during the Labor Day Operation	11
1. Number and type citations/arrests to be issued under STEP	
a. Number of DUI Minor arrests/citations to be made during the Christmas/New Year's Operation	0
b. Number of DUI Minor arrests/citations to be made during the Spring Break Operation	3
c. Number of DUI Minor arrests/citations to be made during the Independence Day Operation	5
d. Number of DUI Minor arrests/citations to be made during the Labor Day Operation	5
3. Total Number of Enforcement Hours for Entire Grant Period	216
Step Indicator	2.53

Note:  
Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a

peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

**PI&E Objective/Performance Measure**

- 1. Complete administrative and general grant requirements
  - a. Number of Performance Reports to be submitted 3
  - b. Number of Requests for Reimbursement to be submitted 3
  
- 2. Support Grant efforts with a public information and education (PI&E) program
  - a. Conduct a minimum of one (1) presentation for each DWI operation period 3
  - b. Conduct a minimum of two (2) media exposures (e.g., news conferences, news releases, and interviews) for each DWI Operation period. 6
  - c. Conduct a minimum of one (1) community event (e.g., health fair, traffic safety booth) during the grant period 1
  - d. Produce the following number of public information and education materials if applicable. 0
  - e. Distribute the following number of public information and education materials if applicable. 200

**Budget Summary**

Budget Category		TxDOT	Match	Total
<b>Category I - Labor Costs</b>				
(100)	Salaries	\$5,399.03	\$203.76	\$5,602.79
(200)	Fringe Benefits	\$1,815.30	\$0	\$1,815.30
	Category I Sub-Total	\$7,214.33	\$203.76	\$7,418.09
<b>Category II - Other Direct Costs</b>				
(300)	Travel	\$1,376.00	\$1,900.00	\$3,276.00
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$130.00	\$130.00
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$1,376.00	\$2,030.00	\$3,406.00
<b>Total Direct Costs</b>		<b>\$8,590.33</b>	<b>\$2,233.76</b>	<b>\$10,824.09</b>
<b>Category III - Indirect Costs</b>				
(800)	Indirect Cost Rate	\$0	\$0	\$0
<b>Summary</b>				
	Total Labor Costs	\$7,214.33	\$203.76	\$7,418.09
	Total Direct Costs	\$1,376.00	\$2,030.00	\$3,406.00
	Total Indirect Costs	\$0	\$0	\$0
<b>Grand Total</b>		<b>\$8,590.33</b>	<b>\$2,233.76</b>	<b>\$10,824.09</b>
	Fund Sources	79.36%	20.64%	

## Operational Plan

X I agree to the following

**Comments:**

Missed the Christmas/New Years Wave

**Site Description**

**Jurisdiction Wide**

Conduct focussed DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent Conduct a minimum of 4 nights of DWI enforcement during each holiday period Conduct pre and post earned media activities for each holiday period

### Christmas/New Year's Wave

**Pre-Media Campaign**

December 10, 2013 - December 12, 2013

**Enforcement Period**

December 13, 2013- January 2, 2014

**Post-Media Campaign**

January 6, 2014 - January 8, 2014

### Spring Break Wave

**Pre-Media Campaign**

March 4, 2014 - March 6, 2014

**Enforcement Period**

March 7, 2014 - March 23, 2014

**Post-Media Campaign**

March 27, 2014 - March 28, 2014

### Independence Day Wave

**Pre-Media Campaign**

June 24, 2014 - June 26, 2014

**Enforcement Period**

June 27, 2014 - July 7, 2014

Post-Media Campaign                      July 11, 2014 - July 13, 2014

Labor Day Crackdown

Pre-Media Campaign                      August 12, 2014 - August 14, 2014

Enforcement Period                      August 15, 2014 - September 2, 2014

Post-Media Campaign                      September 6, 2014 - September 8, 2014

Description of Activities

Pre-Media Efforts Before Enforcement Periods:                      Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.

Enforcement Periods:                      Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.

Post-Media Efforts After Enforcement Periods:                      Conduct local media events to tell the public why impaired driving laws are important and the results of the mobilization.

2.5

**WORK ORDER UNDER INTERLOCAL AGREEMENT**

**Service Provider:** Ellis County Texas

**Department to Provide Service:** Road and Bridge, Pct. 1

**Basis of Authority to Provide Service:**

Interlocal Agreement dated January 1, 2014 – January 1, 2015

Per Commissioner's Court Minute Order No. 114.14

**Local Government Requesting Services:** City of Palmer

**Description of Project to be undertaken:** Reclamation of existing road way, spot base as needed and two course chip seal.

**Location of Project to be undertaken:** Following streets listed located in the City of Palmer Green Acres, E. Marshall, W. Marshall, Elizabeth and Sherman (Denton south).

**Requested by:** Dennis Robinson, County Commissioner Pct. 1

**APPROVED in Open Commissioner's Court per Minute Order No.** \_\_\_\_\_

**On the** \_\_\_\_\_ **day of** \_\_\_\_\_, 20\_\_\_\_.

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

**ACCEPTED AND AGREED TO this** 17th **day of** APRIL 20 14.

**Signature:**

[Handwritten Signature]

**Title:**

CITY ADMINISTRATOR

**On Behalf of:**

CITY OF PALMER

April 21, 2014

Ms. Susan Soros  
Office of the County Judge  
Ellis County Courthouse  
101 W. Main St  
Waxahachie, Texas 75165

Re: Tax-Exempt Financing for LifeSchool of Dallas

Dear Ms. Soros:

Life School, Inc. ("Life School") is financing and refinancing the construction and equipment of education facilities located at

- i. the Lancaster Campus located at 950 South I-35E, Lancaster, Texas 75146;
- ii. the Oak Cliff Campus located at 4400 South R.L. Thornton Fwy., Dallas, Texas 75224;
- iii. the Red Oak Campus located at 777 South I-35E, Red Oak, Texas 75154;
- iv. the Waxahachie Campus located at 3295 N. Hwy 77, Waxahachie, Texas 75165;
- v. 5.00 acres of land located at 170 Butcher Road, Waxahachie, Texas 75165;
- vi. 11.705 acres of land located at 170 Butcher Road, Waxahachie, Texas 75165;
- vii. the Cedar Hill Campus located at 129 W. Wintergreen, Cedar Hill, Texas 75104; and
- viii the Mountain Creek Campus located at 5525 W. Illinois Ave, Dallas, Texas 75211.

Life School is financing at tax-exempt interest rates through a bond issue facilitated by the Arlington Higher Education Finance Corporation. Andrews Kurth LLP serves as bond counsel for the transaction. In addition, the Bonds have been guaranteed by the Public School Fund of Texas and will be offered as "AAA" Bonds.

Life School is a qualified 501(c)-3 organization and therefore is eligible to participate in tax-exempt financings. However, unlike a governmental issuer (city, county, school district), a 501(c)-3 organization issues bonds through a state-approved conduit and must conduct a hearing on the financing. Because several of the Campuses are located in Dallas County, Texas (the "County"), section 147(f) of

April 21, 2014

Page 2

the Internal Revenue Code, requires that the "highest elected official" of the County approve the transaction after a public hearing is held. The public hearing will be held on May 2 at 10:30 a.m. in the offices of Andrews Kurth LLP, Dallas, Texas. We will provide a certified copy of the hearing but typically there are no attendees.

The loan will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with the federal tax law regarding tax-exempt financing. For your information, we are also requesting a similar consent from Ellis County and attached is a copy of the consent that was previously approved by the Ellis County Judge for LifeSchool in a similar tax-exempt financing in 2011.

As such, we respectfully request your consent to the transaction after the completion of the hearing and delivery of the associated materials to you. Enclosed please find a draft of the proposed Approval of Highest Elected Official evidencing your consent.

Please note that this transaction is currently scheduled to close on May 13, 2014. We greatly appreciate your assistance in this matter. Please call me if we can provide any further information or can assist you in connection with this request for consent.

Very truly yours,

A handwritten signature in black ink that reads "Thomas H. Sage" followed by a stylized monogram "TAS".

Thomas H. Sage

Enclosure

CERTIFICATE OF THE COUNTY JUDGE OF ELLIS COUNTY, TEXAS  
**LifeSchool of Dallas Education Revenue Bonds, Series 2014A**  
**LifeSchool of Dallas Taxable Education Revenue Bonds, Series 2014B**

The undersigned County Judge of Ellis County, Texas, (the "County") hereby certifies with respect to the issuance by the Arlington Higher Education Finance Corporation (the "Corporation"), of its LifeSchool of Dallas Education Revenue Bonds, Series 2014A and LifeSchool of Dallas Taxable Education Revenue Bonds, Series 2014B (collectively, the "Bonds"), that:

1. This certificate is based upon the CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING attached hereto as **Exhibit A** relating to the public hearing conducted on the date indicated in the Affidavit of Publication attached to such Minutes of Public Hearing by the duly appointed hearing officer of the Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purpose, in my capacity as County Judge, I hereby approve the Bonds and the facilities to be financed with the proceeds of the Bonds, and hereby ratify and approve all actions taken by or on behalf of the County with respect to the appointment of the Hearing Officer, the publication of the Notice of the Public Hearing as reflected in the Affidavit of Publication attached as **Exhibit A** to the attached Certificate of Public Hearing Officer, and the conducting of such Public Hearing.

**THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS WILL IN FACT BE PERFORMED; (2) A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS.**

[Execution page follows]

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

\_\_\_\_\_  
County Judge, Ellis County, Texas