



ELLIS COUNTY TAX ASSESSOR COLLECTOR



F1

JOHN BRIDGES, RTA, CTA, CSTA
Ellis County Tax Assessor/Collector

P.O. Drawer 188
Waxahachie, TX 75168-0188
(972) 825-5150
Fax (972) 825-5151

E-Mail: john.bridges@publicans.com
Website: www.elliscountytax.com

October 16, 2015

Request for Approval of Overpayments Commissioners' Court Date September 28, 2015

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Refund Amount</u>
Freedom Mortgage	240871	\$ 3,986.39

10/19/15
Consent agenda
TAX Refunds



PROPERTY DESCRIPTION FOR DEDICATION

BEING all that certain parcel of land being situated in the M.D. BULLION SURVEY, ABSTRACT NO. 166, Ellis County, Texas, and being a portion of the 106.0678 acre tract of land conveyed to Kevin W. Cockerline Family Trust by General Warranty Deed recorded in Volume 2347, Page 1629 of the Official Public Records of Ellis County, Texas (OPRECT) being more particularly described as follows:

BEGINNING at a PK nail set in the intersection of the west line of Alyssa Lane with Old Maypearl Road for the southeast corner of said Trust Tract;

THENCE S 59°20'40" W, along the southeast line of said Trust Tract and along Old Maypearl Road, a distance of 658.69 feet to a 1/2" iron rod found for the south corner of this tract and the east corner of 10.5 acre tract of land conveyed to Robert Nolan by General Warranty Deed recorded in Volume 2663, Page 1006, OPRECT;

THENCE N 30°16'42" W, along the southwest line of this tract and the northeast line of said 10.5 acre tract, a distance of 818.42 feet to a 1/2" iron rod found with cap marked "WLSC RPLS 5331" for the west corner of this tract;

THENCE N 59°20'40" E, along the northwest line of this tract, a distance of 906.42 feet to a 1/2" iron rod found with cap marked "WLSC RPLS 5331" in the northeast line of said Trust Tract and the west line of Alyssa Lane for the north corner of this tract, said iron rod being in a non-tangent curve to the left having a radius of 7696.50 feet and a central angle of 04°57'30";

THENCE in a southerly direction along the arc of said curve and the east line of said Trust Tract and the west line of Alyssa Lane, a distance of 666.06 feet (Long Chord - S 08°28'13" E, 665.85 feet) to the POINT OF BEGINNING and containing 11.000 acres of land as surveyed on the ground.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That I, Edwin Lipsey, do hereby adopt this plat designating the herein above described property as the Final Plat of Carter Estates, and do hereby dedicate to Ellis County, Texas, for public use, the streets and alleys shown hereon; and do hereby reserve the easement strips shown on this plat for the accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with the construction or maintenance of its respective system on any of these easement strips; and any public utility shall, at all times, have the right of ingress and egress to and from said easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without necessity of at any time procuring the permission of anyone.

In testimony of whereof, witness my hand this the 22 day of May, 2015.

Edwin Lipsey
Edwin Lipsey

State of Texas:

Before me the undersigned authority, a notary public in and for the state on this day personally appeared Edwin Lipsey, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that they executed the same for the purposes herein expressed and in the capacity stated.

Given under my hand and seal of office this the 22 day of May, 2015.

Tara Harper
Tara Harper
Notary Public



STATE OF TEXAS
COUNTY OF ELLIS

This plat has Preliminary approval by the Department of Development for on-site sewage facility system pending any and all information as may be required by the Ellis County Department of Development.

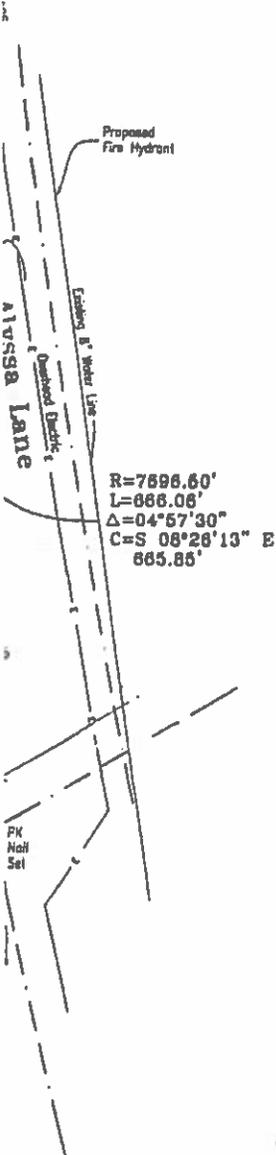
Department of Development Director

Date

SURVEYOR'S DECLARATION

This is to declare that I, J. Shawne Walker, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey made on the ground; and that all lot corners, angle points, and points of curvature have been properly marked on the ground, and that this plat correctly represents that survey made by me.

J. Shawne Walker
J. Shawne Walker
Texas Registration No. 5331



LE : 1" = 3000'

Preliminary Plat
JANE'S ACRES

11.000 Acres/6 Lots
M.D. Bullion Survey, Abstract No. 166
Ellis County, Texas

2.1



Lease Agreement

Customer: ELLIS, COUNTY OF

BillTo: COUNTY OF ELLIS
40TH DISTRICT COURT
FL 3
109 S JACKSON ST
WAXAHACHIE, TX 75165-3745

Install: COUNTY OF ELLIS
40TH DISTRICT COURT
FL 3
109 S JACKSON ST
WAXAHACHIE, TX 75165-3745

State or Local Government Negotiated Contract : 072719100

Solution		Agreement Information	Requested Install Date
Item	Product Description		
1. W7835PT (W7835PT TANDEM)		Lease Term: 36 months Purchase Option: FMV	10/2/2015
	<ul style="list-style-type: none"> - 2/3 Hole Punch - Office Finisher Lx - Customer Ed - Analyst Services 		

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7835PT	\$179.67	1: BLACK	1 - 75,000	Included	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	75,001+ All Prints	\$0.0056 \$0.0506	
Total	\$179.67	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: _____ Phone: _____</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Blake Norman (469)426-2046</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> 

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your

legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

CONTRACT PRICING WORKSHEET
for MOTOR VEHICLES In The State Of Texas

BUY BOARD SALES QUOTE

Buying Agency:	ELLIS COUNTY PCT. 2	Contractor:	LANDMARK EQUIPMENT
Contact Person:	LANE GRAYSON	Prepared By:	GARY LYLE
Phone:	972-825-5333	Phone:	972-579-9999
Location City, State:	ENNIS, TX	Contract No.:	424-13
Date:	Friday, October 16, 2015	Product Code:	
Product Description:	TAKEUCHI TL10 TRACK LOADER WITH CAB AND A/C		

A. Item Base Unit Price \$ 64,025.00

B. Published Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
	RADIO	\$500.00		BUY BOARD DISCOUNT OFF OF	(\$8,389.00)
				THE MANUFACTURERS LIST	
					\$0.00
				Subtotal From Additional Sheet(s):	\$0.00
				Subtotal B:	-\$7,889.00

~~Note: Published Options are options submitted with the contractor's bid.~~

C. Unpublished Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
	HYEAVY DUTY GRAPPLE BKT	\$2,967.00			\$ -
					\$ -
					\$ -
				Subtotal From Additional Sheet(s):	\$ -
				Subtotal C:	\$2,967.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is:

D. Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.) \$ -

FACTORY FREIGHT TO DEALER	\$ 857.00
ADDITIONAL DISCOUNT FROM LOCAL DEALER	\$ (2,450.00)
Subtotal D:	\$ (1,593.00)

E. Unit Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D)	\$ 57,510.00
Quantity Ordered	X 1
Subtotal E:	\$ 57,510.00

F. H-GAC Fee Calculation (From Current Fee Tables) NO CHARGE FOR BUY BOARD \$ -

G. Non-Equipment Charges (Trade-In, Extended Warranty, etc.)

	\$ -
	\$ -
Subtotal G:	\$ -

H. Total Purchase Price (E+F+G): \$ 57,510.00

(Please Type, or Print Legibly) Estimated Delivery Date:



Document Checklist

Please complete and return the following items to Capital City Leasing as soon as possible:

- Lease-Purchase Agreement
- Exhibit A - Equipment Description
(Note: Please provide the address of the location where the equipment will be kept.)

Exhibit B - Delivery and Acceptance Certificate (Hold this document until the equipment is received in satisfactory condition. The date on this document determines the start date of the Amortization Schedule.)

- Exhibit C - Payment Schedule
- Exhibit D - Certificate of Resolutions

- ~~Exhibit E - Legal Opinion~~ **NOT REQUIRED**
(~~Note: This document must be prepared on the letterhead of lessee or outside counsel and include an original signature.~~)

Insurance Information Form

- IRS 8038-GC Form. Please Check the tax ID number in block 2 and sign. We will file the form for you.

Copy of Equipment Invoices

If you have any questions, please don't hesitate to call Capital City Leasing at 512/346-9393.



GOVERNMENTAL
LEASE/PURCHASE AGREEMENT (INSTALLMENT SALE AGREEMENT)

DEFINITIONS

- (a) Lease purchase agreement means installment sales agreement (b) Lessor means secured party
(c) Lessee means debtor (d) Lease means installment sales agreement

This Governmental Lease/Purchase Agreement (the "Lease") is made and entered into on this date by and between Capital City Leasing, Inc., with offices at 13170G Pond Springs Road, Austin, Texas 78729 (herein called the "Lessor"), and County of Ellis with its principal address at 101 W. Main Street, Waxahatchee, 75165 (herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Exhibit A, a copy of which is attached hereto and incorporated herein, together with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
2. **DELIVERY AND ACCEPTANCE.** At the request of Lessee, Lessor agrees to order the Equipment from the supplier of such Equipment, but shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to supply the Equipment. The Equipment to be delivered at the location specified in Exhibit A ("Equipment Location") Lessee shall pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery shall not affect the validity of this Lease. Lessee shall accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. Unless Lessee notifies Lessor of a problem with the Equipment, Lessee's acceptance shall be deemed effective no later than thirty (30) days following delivery of the Equipment. Lessee shall evidence its acceptance of the Equipment by executing and returning to Lessor a delivery and acceptance certificate in the form of Exhibit B attached hereto and made a part hereof (the "Acceptance Certificate") notwithstanding the foregoing, in no event shall Lessee's failure to evidence its acceptance affect the validity of this Lease. Lessee hereby authorizes Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.
3. **TERM.** This Lease shall become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease shall commence on the date Lessee executes the Acceptance Certificate (the "Start Date") through the end of Lessee's fiscal year containing the Start Date and, unless earlier terminated as expressly provided for in this Lease, shall be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Exhibit C attached hereto and made a part hereof (the "Lease Term").
4. **PAYMENTS.** Lessee agrees to pay to Lessor or any Assignee (as defined in Section 22 below) the payments for the Equipment as set forth in Exhibit C (the "Payments"). A portion of each Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Payments shall be payable, without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and shall commence on the Start Date or as otherwise set forth in Exhibit C, and the remaining Payments shall be payable on the same date of each consecutive month or quarter or semi-annual or annual period thereafter (as designated in Exhibit C) for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or forms or procedures required by Lessee as a condition precedent to payment shall be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date. To the extent permitted by applicable law, whenever any portion of a Payment is received by Lessor or its Assignee more than ten (10) days from the due date, Lessee shall pay to Lessor or its Assignee, on demand, the greater of twenty-five dollars (\$25.00) or two and one-half percent (2 1/2%) of such overdue amount (as a service and handling fee) EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOURTMENT FOR ANY REASON WHATSOEVER.
5. **AUTHORITY AND AUTHORIZATION.** Lessee represents, warrants and covenants that, subject to the good faith and fair dealing provisions of Paragraph 27, (a) it shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) the Lease, (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease, (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period, (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.
6. **LESSEE CERTIFICATION.** Lessee warrants and covenants that (i) it is a governmental entity, agency, or political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and the related regulations and rulings thereunder, (ii) Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a governmental entity, agency, or political subdivision thereof, such that any interest income derived under this Lease and due Lessor or its Assignee, including, but not limited to, those amounts designated as interest in Exhibit C, shall not be includable in the gross income of Lessor, its Assignee or any participants with such for the purposes of federal income taxation, (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth, (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision, (v) during the Lease Term, the Equipment shall not be used in a trade or business of any other person or entity, and (vi) Lessee shall complete and file on a timely basis, Internal Revenue Service form 8038g or 8038gc, as appropriate, in the manner set forth in Section 149(e) of the Code.
7. **APPROPRIATIONS AND ESSENTIAL USE.** Lessee reasonably believes that sufficient funds will be available to make all Payments during the Lease Term. Lessee intends to make the Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future, and (c) the Equipment shall be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee has considered that this agreement contemplates a term of several fiscal periods and that newer improved equipment for Lessee's purpose may become available for purchase, lease or use.

8 NON APPROPRIATION OF FUNDS. In the event sufficient funds are not appropriated, budgeted or otherwise available for the lease of the Equipment for any subsequent fiscal period in which the Payments for the Equipment are due under this Lease, then Lessee shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence. This Lease shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Lessee of any kind, except as to (i) the portions of the payments therein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor or its Assignee may exercise all available legal and equitable rights and remedies in taking possession of the Equipment. Lessee understands and agrees that Lessee's termination of this Lease shall not release Lessee of any obligation, representation or covenant arising or made prior to the termination date. In the event it is determined that the provisions of this paragraph conflict or contradict any other provision of the Lease such that the meaning or intent is unclear or ambiguous, then, in that event, the provisions of this paragraph will control over the provisions of any other paragraph herein.

9 LIMITATION ON WARRANTIES. LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTOR OF SUCH EQUIPMENT, AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS OR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any that it may have, express or implied, with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against the manufacturer. Lessor, at its option, may provide in its purchase order that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 shall not be abated, impaired or reduced by reason of any claims of Lessee with respect to the equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

10 TITLE SECURITY AGREEMENT. Title to the Equipment is deemed to be with the Lessee so long as no Event of Default pursuant to Section 19 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title shall revert immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of its obligations hereunder, Lessee hereby (a) grants to Lessor a first and prior security interest in any and all rights, title and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessories, accessories, replacements, improvements and substitutions thereto, now or thereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds, (b) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (c) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code shall apply as between the parties hereto and any Assignee of Lessor.

11 PERSONAL PROPERTY. The Equipment is and shall remain personal property and shall not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee shall, at its expense, furnish to Lessor a landlord or mortgagee waiver with respect to the Equipment.

12 USE, REPAIRS. Lessee shall use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its sole cost and expense, shall maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and shall furnish proof of such maintenance, if requested by Lessor and shall furnish all needed servicing and parts, which parts shall become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee shall furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

13 ALTERATIONS. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value shall become part of the Equipment.

14 LOCATION, INSPECTION. The Equipment shall not be removed from, or if the equipment consists of rolling stock, its permanent base shall not be changed from the Equipment Location without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

15 LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but not the obligation, to pay said charges and taxes and seek reimbursement from Lessee, on demand therefor.

16 RISK OF LOSS, DAMAGE, DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment shall relieve Lessee of the obligation to make the Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair (the proceeds of any insurance recovery shall be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, shall: (a) replace the same with like equipment in good repair; or (b) include with the next Payment: (i) all amounts owed by Lessee under this Lease, and (ii) an amount not less than the balance of the Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor shall provide Lessee with the pro rata amount of the Payment and the balance of the Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

17. **INSURANCE.** Lessee shall at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor. In no event shall the insurance limits be less than an amount equal to the balance of the Payments then remaining for the Lease Term. Each insurance policy shall name Lessee as an insured and Lessor or its assigns as additional insured and loss payee, as appropriate, and shall contain a clause requiring the insurer to give Lessor or its assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy of the cancellation thereof. The proceeds of any such policies shall be payable to Lessee and Lessor or its assigns, as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor a certificate of evidence of such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

18. **INDEMNIFICATION.** In the event that Lessee is not a state or political subdivision thereof, within the meaning of Section 103 of the Code, or if Lessee, whether by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payment as set forth in Exhibit C to be included in Lessor's gross income, Lessee agrees to pay to Lessor, its Assignees and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its Assignees and any participants with such, in the same after-tax position they would have been in had such payments been excluded from the gross income of Lessor, its assignees and any participants with such under Section 103 of the Code. In addition, to the extent permitted by state law, Lessee agrees to indemnify Lessor against, and hold Lessor, its Assignee, or any participants with such, harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

19. **EVENTS OF DEFAULT.** The term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for five (5) days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee shall be in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's Assignee or under any other agreement or instrument by which it is bound.

20. **REMEDIES.** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Payments which shall become due during the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it shall), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment of sublease it for the account of Lessee, holding Lessee liable for (i) all Payments (and other amounts) due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment. In addition, Lessee shall remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

21. **EARLY PURCHASE OPTION.** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee shall have fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on Exhibit C attached hereto, whereupon title to the Equipment shall become unconditionally vested in Lessee and Lessor shall transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor shall warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

22. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's agents or employees. Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment, and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part, to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that Lessor or the Assignee shall act as a collection and paying agent for holders of certificates of participation in this Lease, or may provide that a third-party trustee or agent shall act as collection and paying agent for any Assignee, provided Lessee receives written notification of the name and address of the trustee or the agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee shall have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment shall be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it shall keep a complete and accurate record of all assignments in a form necessary to comply with Section 148(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge, in writing, any assignments if so requested. LESSEE AGREES THAT, UPON NOTICE OF ASSIGNMENT, IF SO INSTRUCTED IT SHALL PAY DIRECTLY TO THE ASSIGNEE, OR ITS TRUSTEE OR AGENT WITHOUT ABATEMENT, DEDUCTION OR SETOFF ALL AMOUNTS WHICH BECOME DUE HEREUNDER. LESSEE FURTHER AGREES THAT IT SHALL NOT ASSERT AGAINST ANY ASSIGNEE, TRUSTEE OR AGENT ANY DEFENSE, CLAIM, COUNTERCLAIM OR SETOFF ON ACCOUNT OF ANY REASON WHATSOEVER WITH RESPECT TO ANY PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER OR WITH RESPECT TO ANY ACTION BROUGHT TO OBTAIN POSSESSION OF THE EQUIPMENT PURSUANT TO THIS LEASE.

23. **NATURE OF AGREEMENT.** Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor, and that Lessor neither has nor shall have any equity in the Equipment. It is the agreement of Lessor and Lessee that the aggregate payments provided for hereunder constitute the purchase price of the Equipment together with interest on the unamortized amount thereof over the term of this Lease, that each installment constitutes principal and interest, in accordance with the schedule of payments set forth in Exhibit C of this Lease, which fully amortizes the purchase price of the Equipment together with interest, over the term of this Lease, and that upon the due and punctual payment and performance of the installments of Payments and other amounts and obligations under this Lease, title to the Equipment shall vest permanently in Lessee, free and clear of any lien or security of Lessor therein.

24. **AMENDMENTS.** This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of the parties hereto. In such event, additions to or additional exhibits attached hereto shall be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition of serial numbers for the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor, or its Assignee, if any; provided, however, that no amendment of this Lease shall operate to reduce or delay any Payments to be made hereunder without the consent of Lessor, or its Assignee.

25. **NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

26. **SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

27. **GOVERNING LAW.** This Lease is to be performed in Ellis County, Texas, and shall be governed by the provisions hereof and by the laws of the State of Texas. Each party agrees to deal fairly with the other party and to act in good faith regarding the representation and provision contained herein and in the performance of this Lease.

28. **FURTHER ASSURANCES.** Lessee hereby authorizes Lessor to execute and file on behalf of Lessee and as Lessee's attorney-in-fact such UCC financing and continuation statements as Lessor deems necessary to secure its and/or its Assignee's interest in the Equipment or this agreement.

29. **ENTIRE AGREEMENT.** This Lease, together with the exhibits attached hereto and made a part hereof and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor.

30. **SEVERABILITY.** This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the State of Texas. If any provision of this Lease, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

31. **WAIVER.** The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as waiver of any subsequent breach hereof.

32. **DESIGNATION.** In compliance with Section 149(a) of the Code, Lessee hereby designates Lessor to be its agent for the purposes of maintaining a book entry system identifying the ownership or interest in and to this Lease and Lessor hereby accepts its duties as agent, hereunder.

LESSOR: Capital City Leasing, Inc

LESSEE: COUNTY OF ELLIS

BY _____

Charles H. Seideman, President
Name and Title

Date _____

Cliff Bush, County Judge
Name and Title

Date 10-27-15

Lease # M 15-11

Page 4 of 4

EXHIBIT A to Lease M 15-11

GOVERNMENTAL LEASE/PURCHASE AGREEMENT

DESCRIPTION OF EQUIPMENT

Quantity and Description of Leased Equipment (Make, Model No., Serial No., Any Other Pertinent Identification)

TAKEUCHI TL 10 TRACK LOADER WITH CAB AND A/C. HEAVY DUTY GRAPPLE BKT

S/N _____

LOCATION OF EQUIPMENT

ADDRESS: 1400 Oak Grove Rd.

CITY: Ennis, TX 75119

STATE: Texas ZIP-75165

CERTIFICATION

Lessee hereby certifies that the description of the property set forth above and any additional addendum constitutes an accurate account of the Equipment as referred to in the Lease. The estimated useful life of such equipment based upon manufacturer's representations and our projected need is 5 years

Lessee: County of Ellis

By: _____
(Authorized Signature)

Carel Bush, County Judge
(Printed Name and Title)

Date: 10-27-15

CAPITAL CITY LEASING, INC.

Lease # M 15-11
EXHIBIT B to
GOVERNMENTAL LEASE/PURCHASE AGREEMENT

DELIVERY AND ACCEPTANCE CERTIFICATE

To: Capital City Leasing, Inc.

Reference is made to the State and Municipal Lease/Purchase Agreement between the undersigned ("Lessee"), and Capital City Leasing, Inc. ("Lessor"), and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

- 1 All of the equipment has been delivered to and received by the undersigned; that all installation or other work necessary prior to the use thereof has been completed; that said equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the equipment in accordance with the terms of any purchase orders for the same.
- 2 In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
- 3 We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
- 4 The serial number for each item of Equipment that is set forth on Exhibit A to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease

Lessee: County of Ellis
(Municipal Entity)

By: _____
(Authorized Signature)

Carol Bush, County Judge
(Printed Name and Title)

Date: 10-27-15

EXHIBIT C

PAYMENT SCHEDULE
MULTI-YEAR ADJUSTABLE PERIOD

LESSEE: COUNTY OF ELLIS
LEASE NR:

INTEREST RATE:	3:400030%	AMOUNT:	\$57,510.00
DOWN PAYMENT	\$0.00	PAYMENT PERIOD	4
DAYS UNTIL REGULAR PAYMENT:	0	PAYMENTS/YEAR	1
REGULAR PAYMENT AMOUNT:	\$15,106.40	FUNDING DATE:	00/00/00

PAYMENT DATE	PAYMENT AMOUNT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE
1	\$15,106.40	\$0.00	\$15,106.40	\$42,812.42
2	\$15,106.40	\$1,441.74	\$13,664.66	\$28,947.58
3	\$15,106.40	\$977.13	\$14,129.27	\$14,680.66
4	\$15,106.40	\$496.73	\$14,609.67	(\$0.00)
	\$60,425.60	\$2,915.60	\$57,510.00	

INITIALS:

Lessor _____

Lessee _____

FIRST PAYMENT DUE AT DELIVERY AND ACCEPTANCE. Remaining payments due annually thereafter.

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**
Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority

Check box if Amended Return

1 Issuer's name

County of Ellis

2 Issuer's employer identification number

74 75-6000935
Room/suite

3 Number and street (or P.O. box if mail is not delivered to street address)

101 W. Main Street

5 Report number (For IRS Use Only)

4 City, town, or post office, state, and ZIP code

Waxahatchie, Texas 78168

7 Telephone number of office or legal representative

6 Name and title of officer or legal representative whom the IRS may call for more information

Charles H. Seldeman

(812) 3469383

Part II Description of Obligations Check one: a single issue or a consolidated return

8a Issue price of obligation(s) (see instructions)

8a 57510 00

b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 1 2015

9 Amount of the reported obligation(s) on line 8a that is:

- a For leases for vehicles
- b For leases for office equipment
- c For leases for real property
- d For leases for other (see instructions)
- e For bank loans for vehicles
- f For bank loans for office equipment
- g For bank loans for real property
- h For bank loans for other (see instructions)
- i Used to refund prior issue(s)
- j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)
- k Other

9a		
9b		
9c		
9d	<u>57510</u>	<u>00</u>
9e		
9f		
9g		
9h		
9i		
9j		
9k		

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)

12 Vendor's or bank's name: Capital City Leasing, Inc.

13 Vendor's or bank's employer identification number: 74 2104089

Sign Here ▶

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

12-27-15 ▶ Carol Bush, County Judge
Issuer's authorized representative Date Type or print name and title

Paid

Preparer's signature

Date

Check if self-employed

Preparer's SSN or PIN

Preparer's Use Only

Firm's name (or yours if self-employed), address, and ZIP code ▶ N/A

EIN

Phone no.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that

an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev.

Proc. 2002-48, 2002-2 C.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under Section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See Where To File below.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Form 8038-GC Receipt Acknowledgement

If you wish to request an acknowledgement receipt of this return by the IRS you must provide the following

- A cover letter specifically requesting the acknowledgment of this return.
- A copy (or copies, if multiple acknowledgments are requested) of the return being filed, with "Acknowledgement Copy" written across the top of the first page of each copy. For multiple requests, the copies must be stapled together.
- A self-addressed stamped envelope for each acknowledgment receipt recipient.

Rounding to Whole Dollars
 You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions
Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Private activity bond. This includes an obligation issued as part of an issue in which:
 • More than 10% of the proceeds are for any private activity business use, and
 • More than 10% of the payment of principal or interest on the issue is either (a) secured by interest in property to be used for a private use (or payments for such property) or derived from payments for property (or money) used for a private business use.

It also includes a bond, the proceeds are to be used to make or finance loans described in section 141(c)(2) to (j) than governmental units and (b) exceed 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as the same issue only if they are issued by the issuer, on the same date, and as part of a transaction, or a series of related transactions. However, obligations issued during the calendar year (a) under a loan agreement which amounts are to be advanced periodically (draw-down loan) or (b) with a term not exceeding 270 days, may be treated as part of the same issue if all of the amounts to be advanced are equally and ratably scheduled under a single indenture or loan agreement issued under a common financing arrangement. For example, under the same official statement, periodically updated to reflect changing circumstances. Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued in different calendar years may be treated as the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of the first obligation. Likewise, obligations issued under a lease or installment sale may be treated as part of the same issue if all of the property covered by the lease or installment sale is reasonably expected to be delivered by the date of issue of the first obligation.

Arbitrage rebates. Generally, interest on a local bond is not tax-exempt unless the bond rebates to the United States arbitrage earned from investing proceeds of the bond in yielding nonpurpose investments. See section 148.

Construction issue. This is an issue of bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization.
2. All of the bonds that are part of the qualified 501(c)(3) bonds, bonds that are private activity bonds, or private activity bonds that finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1/4 % of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

apply to a particular obligation. For example, report on lines 8i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(iii).

Line 11. Check this box if the issuer is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebates has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebates with Form 8038-GC. See Rev. Proc. 92-77, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a

8038 GC

① PLEASE COMPLETE

17 APR 2

② SIGN

3. RETURN - WE WILL FILE WITH IRS.

representative of the issuer must sign any applicable certification. Also title of the person signing Form

representative of the issuer filed in preparer's space should remain preparer's return but does not sign the return, preparer's return should not be a regular, full-time employee of a clerk, secretary etc. should

who is paid to prepare a return in the other blanks in the Paid area of the return.

must
 the space provided for the
 information, and
 a return to the issuer.

Reduction Act Notice

information on this form to carry out laws of the United States. You use the information. We need it to complying with these laws.

to provide the information that is subject to the Paperwork Reduction Act. The form displays a valid OMB number and records relating to a form must be retained as long as their contents are material in the administration of the law. Generally, tax returns and information are confidential, as required

to complete and file this form will vary under individual circumstances. The time is:

- 4 hr., 46 min.
- 2 hr., 22 min.
- 2 hr., 34 min.

Comments concerning the accuracy of or suggestions for making this form easier to use should be sent to the Internal Revenue Service, Tax Form Committee, P. 1111 Constitution Ave. NW,

Washington, DC 20224. Do not send the form to this address. Instead, see Where To File on page 1.

EXHIBIT D to
GOVERNMENTAL LEASE/PURCHASE AGREEMENT # M 15-11

CERTIFICATE OF RESOLUTIONS

I, _____ do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the County of Ellis, an agency/subdivision duly organized and existing under the laws of the State of Texas (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the Commissioners Court at a meeting duly and regularly held and convened in accordance with applicable law on the 27th day of October, 2015

WHEREAS, the Lessee is entering a Governmental Lease/Purchase Agreement M 15-11 ("Lease") with Capital City Leasing, Inc.;

WHEREAS, Lessee has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year;

WHEREAS, the source of funds in the current fiscal year's budget is FY 15-16 for lease/purchase payments due under the Agreement. We expect and anticipate adequate funds to be available for all future lease/purchase payments after the current fiscal year for the following reasons: _____

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Lease with Capital City Leasing, Inc. for a period of 3 years, and be it further

RESOLVED, that an official of the Lessee be, and hereby is, authorized, empowered and directed to sign on its behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease.

RESOLVED, that pursuant to Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, this Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

RESOLVED, that Lessee shall not designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

RESOLVED, the equipment as described in Exhibit "A" of such agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all of the equipment, which need is not temporary or expected to diminish in the foreseeable future. The equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, the equipment was selected by us to be used as follows: Transportation

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this _____ day of _____, 2015

Lessee: County of Ellis _____
(Municipal Entity)

(Seal)

By: _____
(Signature of Secretary/Clerk)

(Printed Name)

*Cindy or
Tina*

INSURANCE REQUIREMENTS

LESSEE: ELLIS COUNTY
M 15-11

LEASE/PURCHASE

Pursuant to Article 17 of the Lease/Purchase Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage's must be returned to us as soon as possible, but no later than the date on which delivery of equipment occurs.

In the case of self-insurance, the amounts of liability and physical damage coverage are to be listed on your form of certificate. Additionally, information regarding the nature of your self-insurance program should also be forwarded to us as soon as possible.

INSURANCE REQUIREMENTS OF CAPITAL CITY LEASING, INC.

1. Liability

Minimum of \$1,000,000.00 combined single-limit on bodily injury and property damage. Capital City Leasing, Inc. and/or Its Assigns MUST be listed as additional insured and loss payee.

2. Physical Damage

All risk coverage to guarantee proceeds sufficient to pay applicable Option to Purchase Price as set forth in Exhibit C of the Agreement. Capital City Leasing, Inc. and/or Its Assigns MUST be listed as additional insured and loss payee.

The deductible amounts on the insurance policy should not exceed \$2,000.00.

3. Endorsement

Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.

PLEASE FAX OR EMAIL THE CERTIFICATE TO US AS SOON AS POSSIBLE TO (512) 346-5527 AND MAIL THE ORIGINAL TO: CAPITAL CITY LEASING, INC. AND/OR ITS ASSIGNS, 13170G POND SPRINGS ROAD, AUSTIN, TX 78729 OR LEASE@CAPCITYLEASING.COM

YOUR ASSISTANCE IS GREATLY APPRECIATED. IF YOU HAVE ANY QUESTIONS, PLEASE CALL US AT (512) 346-9393.

LESSEE: ELLIS COUNTY

Insurance Company: Hibbs-Hallmark

Agents Name: Lori Nelson

Address: 501 Shelley Drive

Tyler, TX 75701

Phone Number: 903-561-8484

Fax Number: 903-561-8341

CAPITAL CITY LEASING, INC.

REFERENCES

Gloria Hernandez, Finance Dir.
City of Crystal City
101 East Dimmit Street.
Crystal City, Texas 78839
(210) 658-5356

Chris Munn, County
County of Lampasas
P.O. Box 231
Lampasas, Texas 76550
(512) 556-8271 x220

Gene Sparks, Engr
Kendall County Road & Bridge
200 East San Antonio
Boerne, Texas 78006
(830) 249-5855

George Martinez
Bastrop County EMS2
PO Box 1747
Bastrop, Texas 78702
(512) 848-7301

Randy Mills, County Judge
County of Hamilton
102 N. Rice
Hamilton, Texas 76531
(254) 386-3815

George Cooper, President
Cooper Equipment Co. Appraisal
17474 Judson Road
San Antonio, Texas 78247
(210) 657-5151

Lonnie Bearden, City Manager
Town of Combes
P.O. Box 280
Combes, Texas 78535-0280
(956) 425-7131

Sylvia Hernandez, Finance Dir.
City of Robstown
P.O. Box 872
Robstown, Texas 78380
(361) 387-4589

Richard Earl Williams Jr., President
Classic Bank N.A.
P.O. Drawer 835
Cameron, Texas 76520



**DARR
EQUIPMENT CO.**



ELLIS COUNTY

10/13/15

101 W. MAIN STREET
WAXACHIE TEXAS 75165

Invoice To:
Ship To:
PO#:

We are Pleased to offer the following New JCB product for your consideration. JCB the third largest construction equipment manufacturer produces products that are used world wide. Darr Equipment Co. has been in the construction equipment business for 54 years and offers the best in parts and service after the sale.

QTY	MODEL:	260T	SN#:	ORDER	DESCRIPTION
1	8614				260T TIER 4 PRIMARY BUILD
	881A321				width of 73 Inch
	881B359				ONLY)
	881C312				HARNES (REQUIRED WITH HIGH FLOW)
	8.81E+120				USA LANGUAGE PACK - CAB
	881F306				BAR) WITH CREEP SPEED
	881G022				Radio with Speakers and Aerial
	881G043				WHITE NOISE REVERSE ALARM
	881G051				Guard and Left Hand and Right Hand Steel Mesh to provide protection
	881G074				2 SPEED - TRACKED
	881G075				ELECTRIC QUICKHITCH
	881G084				FOOT THROTTLE
	881G092				SPARK ARRESTOR MUFFLER
	881G101				CAB TRACKED FENDER & FUEL CAP PROTECTION
	881U202				84 inch Heavy Duty Brush Grapple

Option:
881U511 - 78" TILLER 6 TIMES HIGH FLOW - \$6,510.00
Option is not included in sales price:

Total		\$62,423.00
Less Trade-In:		\$0.00
Trade Difference:		\$62,423.00
SALES TAX:	8.2500%	\$5,149.90
DIESEL SCHG:	2.0000%	\$1,248.46
HE INV TAX:	0.2020%	\$126.09
CASH SALE PRICE:		\$68,947.45
Down Payment:		\$0.00
Total Customer Sale Price:		\$68,947.45

Darr Equipment Co.
8231 John Carpenter Frwy
Dallas, Texas 75247

FOR IMMEDIATE RELEASE

Friday, October 09, 2015

City of Ferris Appoints Eddie Salazar as the new Police Chief

FERRIS, TEXAS – City Manager, Carl O. Sherman, Sr. announced the appointment of Lieutenant Eduardo Salazar as the new Chief of Police, following a national search to fill the vacancy created by the resignation of long-time Police Chief Sam Love on September 1, 2015.

Chief Salazar was selected from a highly competitive pool of many qualified candidates following a comprehensive and rigorous interview process. Salazar is expected to begin work Monday, October 26, 2015. "The City Council and I welcome Chief Salazar to the City of Ferris and look forward to his official swearing in ceremony scheduled for the first Council meeting in November," stated Mayor Micheal Driggars.

A law enforcement veteran with over 21 years of experience, Salazar is currently Police Lieutenant for the Dallas County Constable's Office Precinct 5. Prior to this position, Salazar served as Chief Deputy for Dallas County. "I am excited to welcome Mr. Eduardo Salazar to the City of Ferris," says Sherman. "Our interview panel board not only was impressed by his qualifications and previous experience as a police chief deputy, but also by his character, profound insight, communication skills, veracity, and servant based leadership style. It was this blend of qualities that made him our top choice for the job." Salazar is enthusiastic about serving as Ferris' next Police Chief.

"I am honored to be selected as the new Chief of Police. I had nothing but positive indicators as I went through the selection process. From my first interview with Mr. Sherman, to the interactions with Mayor Driggars, City Councilmembers, Interim Police Chief Birdwell, police staff, community stakeholders and Ferris department heads, that positive feeling continued. I look forward to getting to know and work with the incredible staff of the Ferris Police Department and build upon the significant strides that have been initiated by Interim Police Chief Birdwell. I also look forward to serving the residents, businesses, and visitors of my new city and interacting with them to

understand their desires. That communication is critical to succeed in providing excellent police services in Ferris,” explained Chief Salazar.

Salazar brings to Ferris a reputation of effective leadership grounded on a proven track record of using a servant-based leader approach, and a vow to the four pillars of justice based policing. He is widely regarded for his drive to seek participation from staff at all levels, and reaching out to the people of the community, as well as, other law enforcement agencies to collaborate on local and regional issues.

“We saw first-hand at the city’s Pioneer Day how carefully Eddie listens to others’ perspectives, and he also presents analytical and thoughtful questions,” Sherman noted, “It’s obvious that these qualities inform his decision making, which will serve both his police officers and our community very well.”

“Chief Salazar’s philosophy on community policing can be summed up with the four basic principles represented by the LEED model, which he explained during the second round of the selection process as the following: LISTEN to people give their side of the story; give them voice, and let them vent. EXPLAIN what you’re doing, what they can do, and what’s going to happen. EQUITY – Tell them why you are taking action. The reason must be fair and free of bias, and show their input was taken into consideration. DIGNITY – Act with dignity and leave them with their dignity. Chief Salazar believes that by addressing these four critical human needs on every call, officers elevate the quality of the interaction and people are more likely to see police as helping rather than controlling,” clarified Sherman.

“The result,” expounded Chief Salazar, “is improved officer safety and enhanced community trust, which should end with more of our officers returning home to enjoy their families each day.”

As a former Staff Sergeant of the U.S. Marines, Salazar is recognized for his exceptional leadership abilities under incredible life threatening conditions during war time. Defined as a tenacious and hardworking leader that can always be counted on to deliver superior results, regardless of how difficult the assignment.

“I am looking forward to working with a man of Eddie’s many accomplishments, including being named Deputy of the Year by the South Carolina Sheriffs Association for his outstanding bravery while serving as Deputy in Newberry County Sheriff’s office, where he began his law enforcement career after serving in the U.S. Marines for 13 years,” asserted Chief Birdwell.

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Ferris, The official city of renewable energy, well-known as the city that bricked the world. For more information, please contact City Manager Carl Sherman or Executive Assistant Cynthia Sanchez at 972-544-2110.

12/1/15



400 Ferris Ave * PO Box 878
Waxahachie, Texas 75168
972-937-3552 * Toll Free 1-866-348-3552
ecad@elliscad.com

Phillip Lynch, Chairman
Ken Marks, Vice Chairman
Joe Pitts, Secretary
Charles T. Abram, Member
John Bridges, Member
Tommy Hamilton, Member

Kathy Rodrigue, Chief Appraiser

3.5

August 17, 2015

Taxing Units of the Ellis Appraisal District:

It is election time and the **2016-2017 Board of Directors Taxing Unit Voting Entitlements** are enclosed.

The FIRST step for you in this process is NOMINATIONS. Each taxing unit may **nominate by resolution** adopted by its governing body (sample enclosed) one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the name(s) of the unit's nominee(s) to the chief appraiser before October 15th.

Before October 30th, the chief appraiser will prepare a ballot, listing the candidates and shall deliver a copy of the ballot to the presiding officer of your unit. **The SECOND step for you in this process is to VOTE.** The governing body shall determine its **vote by resolution** (sample enclosed) and submit it to the chief appraiser before December 15th. Your voting entitlement may be cast for one candidate or distributed as the governing body chooses. It takes **834 votes** to secure a position on the board. The chief appraiser will count the votes, declare the five candidates who received the largest cumulative vote totals elected, and submit the results before December 31st to each governing body.

Please mark these dates for the governance of the Ellis Appraisal District:

- Before **October 15** Your governing body submits candidates names to the chief appraiser
- Before **October 30** I will prepare and deliver a ballot to the presiding officer of your unit
- Before **December 15** Your governing body will vote by resolution and submit to the chief appraiser
- Before **December 31** I will send the results of the election to each governing body

**Please make plans on your scheduled meetings to consider and act on these matters.
Your vote is very important to the continued dedicated leadership of this board.**

I have asked the current board members about their interest in serving another term. Tom Abrams, Tommy Hamilton, Phillip Lynch, Ken Marks and Joe Pitts are all willing to serve another term. I am enclosing the history of the current board members and some additional details about them individually for your review. Please contact me if you have any questions.

Respectfully submitted,

Kathy A. Rodrigue, RPA
Chief Appraiser

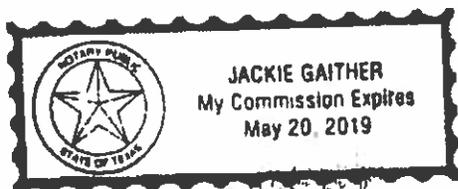
**ELLIS APPRAISAL DISTRICT
2016-2017 BOARD OF DIRECTORS
TAXING UNIT VOTING ENTITLEMENT**

TAXING UNITS	2014 CERT FRZ ADJ TAXABLE VALUES (as of 07/18/14)	2014 TAX RATE	TAX LEVY ON ACCTS WITH CEILING	2014 TOTAL LEVY	% OF TOTAL LEVY	2016 VOTES	2014 VOTES
ELLIS COUNTY	9,907,758,370	0.380091	4,169,953	41,828,451.06			
LATERAL ROAD	9,838,393,907	0.033508	379,927	3,676,576.03	18.19%	910	920
AVALON ISD	33,600,721	1.220000	32,231	442,159.80	0.18%	9	9
ENNIS ISD	1,651,115,982	1.540000	1,294,071	26,721,257.12	10.68%	534	573
FERRIS ISD	268,532,551	1.325000	380,366	3,938,422.30	1.57%	79	82
FROST ISD	2,175,066	1.240400	759	27,738.52	0.01%	1	0
ITALY ISD	88,208,678	1.246960	130,170	1,230,096.93	0.49%	25	26
MIDLOTHIAN ISD	3,040,090,679	1.540000	3,252,432	50,069,828.46	20.02%	1,001	986
MILFORD ISD	50,788,318	1.170000	40,984	635,207.32	0.25%	13	13
PALMER ISD	193,637,471	1.550000	356,253	3,357,633.80	1.34%	67	58
RED OAK ISD	1,234,889,490	1.540000	2,257,693	21,274,991.15	8.51%	425	388
WAXAHACHIE ISD	2,698,143,510	1.428900	3,468,194	42,021,966.61	16.80%	840	850
MAYPEARL ISD	243,068,152	1.346000	347,357	3,619,054.33	1.45%	72	79
BARDWELL	10,445,683	0.296582		30,980.02	0.01%	1	0
CEDAR HILL	79,859,771	0.698760		558,028.14	0.22%	11	12
ENNIS	1,410,087,870	0.695000		9,800,110.70	3.92%	196	207
FERRIS	89,402,211	0.687134		614,312.99	0.25%	12	13
GARRETT	15,273,305	0.468793		71,600.18	0.03%	1	1
GLENN HEIGHTS	118,365,820	0.795000		941,008.27	0.38%	19	20
GRAND PRAIRIE	10,036,745	0.669998	4,136	71,381.99	0.03%	1	2
ITALY	49,031,009	1.011600	60,905	556,902.69	0.22%	11	12
MANSFIELD	7,110,070	0.710000	4,990	55,471.50	0.02%	1	1
MAYPEARL	27,018,174	0.834661	24,084	249,594.16	0.10%	5	5
MIDLOTHIAN	2,222,831,269	0.708244		15,743,069.09	6.29%	315	284
MILFORD	11,122,647	0.518596	19,067	76,748.60	0.03%	1	2
OAK LEAF	97,975,873	0.386480		378,657.15	0.15%	8	8
OVILLA	189,835,577	0.671900	323,575	1,599,080.24	0.64%	32	33
PALMER	57,109,064	0.689500		393,767.00	0.16%	8	8
PECAN HILL	30,441,109	0.319192		97,165.58	0.04%	2	2
RED OAK	593,832,751	0.649000	318,350	4,172,324.55	1.67%	83	82
VENUS	19,383,531	0.893269		173,147.07	0.07%	3	3
WAXAHACHIE	2,133,927,776	0.680000	1,184,440	15,695,148.88	6.28%	314	321
TOTAL				250,121,882.22	100.00%	5,000	5,000

I, KATHY A. RODRIGUE, CHIEF APPRAISER FOR THE ELLIS APPRAISAL DISTRICT,
DO HEREBY CERTIFY THAT THE ABOVE VOTING ENTITLEMENTS
ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



SUBSCRIBED AND SWORN BEFORE ME THIS 17th DAY OF August, 2015.




NOTARY

TAXING UNIT: _____

Resolution No. _____

RESOLUTION OF CANDIDATE NOMINATIONS FOR THE ELLIS APPRAISAL
DISTRICT BOARD OF DIRECTORS FOR THE YEARS 2016-2017

WHEREAS, Section 6.03 (g) of the Texas Property Tax Code, requires that each taxing unit entitled to vote may nominate by Resolution one candidate for each of the five positions to be filled and submit those nominations to the Chief Appraiser of the Ellis Appraisal District before October 15, 2015.

THEREFORE, the _____ submits the following nomination(s) for Board of Directors of the Ellis Appraisal District for 2016-2017:

ACTION TAKEN this _____ day of _____, 2015, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of nominating candidates to the Board of Directors of the Ellis Appraisal District.

Presiding Officer

ATTEST:

**ELLIS APPRAISAL DISTRICT
BOARD OF DIRECTORS**

Eligibility:

Person must have resided in the appraisal district for at least two years. Person may not be an employee of a taxing unit served by the appraisal district, but may be an elected official or a member of the governing body. A person may not be appointed if related within the second degree of consanguinity or affinity to either an appraiser who appraiser property for use in the appraisal district's appraisal review board proceedings or a tax representative who represents taxpayers for compensation before the appraisal district's appraisal review board. A person may not have delinquent taxes for more than 60 days after the date the person knew or should have known of the delinquency.

Term:

All directors other than the county tax assessor-collector serve a two-year term.

Meetings:

Meetings are required quarterly but are typically held once a month at the convenience of the majority of the board members.

Compensation:

Directors may not receive a salary, per diem, or other compensation. They are reimbursed for reasonable and necessary expenses incurred in the performance of a director's duties if included in the appraisal district budget.

General Statement of Functions:

The board of directors has the following primary responsibilities:

- Establish the appraisal district's appraisal office;
- Adopt the appraisal district's annual operating budget and reappraisal plan;
- Contract for necessary services;
- Hire a chief appraiser;
- Appoint a taxpayer liaison officer (districts in counties having a population of over 125,000);
- Appoint appraisal review board chairman and secretary; and
- Make general policy on the appraisal district's operation.



400 Ferris Ave * PO Box 878
Waxahachie, Texas 75168
972-937-3552 * Toll Free 1-866-348-3552
ecad@elliscad.com

Phillip Lynch, Chairman
Ken Marks, Vice Chairman
Joe Pitts, Secretary
Charles T. Abram, Member
John Bridges, Member
Tommy Hamilton, Member

Kathy Rodrigue, Chief Appraiser

2014-2015 Board of Directors History

Phillip Lynch

Chairman 2014-2015, 2012-2013, 2010-2011, 2008-2009, 2006-2007, 2004-2005, 2002-2003,
Vice-Chairman 2000-2001, Member 1998-1999, 1996-1997

Ken Marks

Vice-Chairman 2014-2015, Secretary 2012-2013, Member 2010-2011, 2008-2009, 2006-2007,
2002-2003, Secretary 2004-2005

Joe Pitts

Secretary 2014-2015, Member 2012-2013, 2010-2011, 2008-2009, 2006-2007

Charles T Abrams

Member 2014-2015

Tommy Hamilton

Member 2014-2015, 2012-2013

John Bridges

Non-Voting Member as the Ellis County Tax Assessor/Collector 1998-2015

This group works well together to serve the property owners and taxing units of Ellis County.

Legislation:

In 2003, the 78th Legislative Session, we worked with Jim Pitts to change the number of ARB members that a Board of Directors can appoint. With the success of this change the district was able to set up panels for hearings and to save approximately \$20,000 annually in ARB hearings costs. This also has enabled us to complete hearings earlier and to certify 100% of the appraisal roll on time.

Property Value Study:

The appraisal district has been successful since 2000 with having local property value assignments to all 11 of our school districts. We are very proud of this record and is a result of supporting the efforts of the staff to follow their constitutional requirements to appraise property at market value fairly and equitably.

Budgeting:

Through the use of technology, the Board has reduced the size of our staff from 31 to 24 budgeted positions for 2015 to handle a \$15 Billion appraisal roll. The budget is less than 1% of the total levy of the taxing units, which is extremely rare for a district of our size.

Technology:

This Board looks forward each year to sharing with each of you the latest technological investment in aerial and oblique photography, Pictometry. The entities of EAD receive the data and software at no charge. We also offer a robust website for the research purposes.

We encourage you to take a look at EAD's stewardship in the 2014 Ellis Appraisal District Annual Report on our website at: <http://www.elliscad.com/wp-content/uploads/2015/03/EAD-Annual-Report-2014.pdf>

Ellis Appraisal District 2014-2015 Board of Directors' Information

C.T. "Tom" Abrams - Mr. Abrams has served on the BOD since 2014. This year he was the recipient of the Pride of Ennis 2015 Distinguished Service Award, volunteering for civic and non-profit organizations and working with industry leaders to promote economic growth. Mr. Abrams was Mayor of Ennis from 1986-1990 and has been a resident of Ennis since 1977. Mr. Abrams graduated from college and served as an officer in the U.S. Army. Upon moving to Ennis, he started his own manufacturing company and built it into a successful international multi-plant operation. He also served on the Board of Directors of the Ennis Regional Medical Center. Mr. Abrams was nominated in 2013 by the City of Ennis and received votes from Ellis County, Ennis ISD, Palmer ISD, Cities of Ennis and Palmer.

Tommy Hamilton - Mr. Hamilton has served on the BOD since 2012. He worked in banking for 42 years with 25 of those in Waxahachie. He is currently a Senior Vice President of Relationship Banking at Citizen's National Bank and has been with them for thirteen years. He has served on the Board of Directors for the Gingerbread House for three years. He is also on the Ellis County Youth Exp Board. Mr. Hamilton was nominated by the City of Waxahachie. Mr. Hamilton was nominated in 2013 by Midlothian ISD, Waxahachie ISD, Maypearl ISD and Cities of Italy, Mansfield, Maypearl and Waxahachie and received votes from Ellis County, Avalon ISD, Milford ISD, Waxahachie ISD, Maypearl ISD and Cities of Italy, Maypearl and Waxahachie.

Phillip Lynch - Mr. Lynch has served on the BOD since 1996 first as a member for four years, then as Vice-Chairman for two years and as Chairman for the last twelve years. For 25 years, he has been the Owner/President of First American Pension Services Inc., US Marine, Member of American Society of Pension Professionals and Actuaries, and a 403(b) Practitioner and Compliance Consultant. He is currently serving as Consultant to the House Pension and Investments Committee in Austin. His representatives have clients in more than 550 school districts just in Texas. Since 1998, Mr. Lynch has been the Owner/CEO, 1st Texas Program Administrators Inc., a licensed Third Party Administrator and compliance specialist for school districts licensed and operating in Texas and Louisiana. Mr. Lynch was nominated in 2013 by Midlothian ISD, Waxahachie ISD and the Cities of Italy, Mansfield, Maypearl, Midlothian, Ovilla and Red Oak and received votes from Midlothian ISD, Red Oak ISD and Cities of Maypearl, Midlothian, Ovilla and Red Oak.

Ken Marks - Mr. Marks has continued to serve on the BOD since 2002 as a member, as Secretary from 2004-2005 and 2012-2013 and as Vice-Chairman 2014-2015. He is a State Certified Residential Real Estate Appraiser working for E.T. Jones & Associates. Mr. Marks has been a resident of Ellis County for 28 years. Mr. Marks was nominated in 2013 by Midlothian ISD, Waxahachie ISD and the Cities of Italy, Mansfield, and Maypearl received votes from Midlothian ISD and City of Maypearl.

Joe Pitts - Dr. Pitts has served as a member on the BOD since 2006. He began his 41 year career in education in 1955, teaching and ultimately in administration with Dallas ISD. He then became the Superintendent for Port Arthur ISD and retired in 1992 after 10 years of service. He then served for four years as a Board of Trustees Training Consultant for Region IV Education Service Center of the Texas Education Agency. Dr. Pitts was active in the American Association of School Administrators and the Texas Association of School Administrators. In 2008 he served on the Bond Oversight Committee for Red Oak ISD. Dr. Pitts was nominated by Midlothian ISD, Waxahachie ISD and the Cities of Italy, Mansfield and Maypearl and received votes from Waxahachie ISD, Cities of Cedar Hill and Maypearl.

From: Kathy Rodrigue [kathy@elliscad.com]
Sent: Monday, August 17, 2015 3:17 PM
To: 'Adele Mooney'; 'Angela Muirhead'; 'Ann Honza'; 'April Stoll'; 'Aretha R. Ferrell-Benavides'; 'Belinda Huff'; 'Bill Pardue'; countyjudge@co.ellis.tx.us; 'Charles Harris'; 'Chris Dick'; 'Chuck Ewings'; cityofbardwell@yahoo.com; cityofgarrett@sbcglobal.net; cityofmaypearl@ectisp.net; citysecretary@glennheights.com; 'Clayton Chandler'; 'Clyde Melick'; 'Dana Argumaniz'; dbarnes@waxahachie.com; 'Dennis Burn'; dennis.robinson@co.ellis.tx.us; 'Destiny Wright'; 'Diana Ortiz'; 'Dickerson, Alan'; 'Donna Batchler'; 'Doug Young'; 'EC ESD #2 (Manning, Tom)'; 'Ellis County'; 'Gail Turner'; 'Greg Porter'; 'Jessica Longoria'; 'Jimmie Mc Clure'; 'Joel Welch'; john.bridges@publicans.com; 'Judy Armstrong'; 'Kenny Caldwell'; 'Komisarz, Joe'; 'Kyle Butler'; 'Lane Grayson'; 'Larry Barnett'; 'Leon Payton Tate'; 'Linda Harding'; llscreeam@aol.com; 'Marty Nelson'; mayor@pecanhill.com; 'Melissa Gonzalez'; 'Michael Aguilera'; 'Miykael Reeve'; mscott@waxahachie.com; navarro@flash.net; oldbobs28@yahoo.com; 'Pam Higgins'; 'Paul Perry'; 'Peter Phillis'; pstevens@waxahachie.com; 'Renee Griffin'; 'Ronda Quintana'; 'Sally Stephens'; 'Sara Garcia'; 'Sharon Jungman'; 'Sheila Campbell'; suzanne.mckenrick@midlothian.tx.us; tammy.varner@midlothian.tx.us; 'Tannie Camarata'; 'Tim McRoberts'; 'Todd Fuller'; 'Tom Hart'; 'Walter Adams'; 'Alice Compton (E-mail)'; 'Beverly Nichols'; 'Brenda Rodriguez'; cochrane@palmer-isd.org; davidde_bosque@hotmail.com; ddelbosque@avalonisd.net; 'Deanna Harrington'; 'Don Clingenpeel'; 'Duane Limbaugh'; 'Jaime Velasco'; 'James Hartman'; 'Jeremy Glenn'; jlangle@wisd.org; 'Joann Dahl'; 'John E Chapman III'; judy_walling@midlothian-isd.net; 'Kay Lynn Day'; 'Kevin Noack'; 'Lane Ledbetter'; 'Leighanne McAlister'; 'Linda Murphree'; 'Lisa Fincher'; 'Natasha Blackburn'; pat.pryor@redoakisd.org; 'Ritchie Bowling'; 'Robin Bullock'; 'Ron Smith (E-mail)'; 'Ryan Kahlden'; 'Scott Niven'; 'Teresa Thomas'; 'Theda Mc Grew'; 'Vickie Benbow'
Cc: 'John Ostendorf'; 'Jackie Gaither'; 'Darla Sorrells'; 'Shelley Savins'; 'Kathy Rodrigue'; jpitts1954@sbcglobal.net; 'Ken Marks (E-mail)'; plynch@1staps.com; 'Tom C. Abram'; 'Tommy Hamilton'
Subject: 2016-2017 Ellis Appraisal District Board of Director's Election
Attachments: Resolutions for BOD Election.doc; 2016-2017 BOD Taxing Unit Voting Entitlementment.pdf; 2014-2015 Board of Director's History.pdf; 2014-2015 Current BOD Information.pdf

Hello All,

It is election time and the **2016-2017 Board of Directors Taxing Unit Voting Entitlements** are enclosed. *Please read this entire email for details.*

The FIRST step for you in this process is NOMINATIONS. Each taxing unit may nominate by resolution adopted by its governing body (sample attached) one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the name(s) of the unit's nominee(s) to the chief appraiser before October 15th.

Before October 30th, the chief appraiser will prepare a ballot, listing the candidates and shall deliver a copy of the ballot to the presiding officer of your unit. **The SECOND step for you in this process is to VOTE.** The governing body shall determine its vote by resolution (sample attached) and submit it to the chief appraiser before December 15th. Your voting entitlement may be cast for one candidate or distributed as the governing body chooses. It takes **834 votes** to secure a position on the board. The chief appraiser will count the votes, declare the five candidates who received the largest cumulative vote totals elected, and submit the results before December 31st to each governing body.

Please mark these dates for the governance of the Ellis Appraisal District:

Before **October 15** Your governing body submits candidate's names to the chief appraiser

Before **October 30** I will prepare and deliver a ballot to the presiding officer of your unit

Before **December 15** Your governing body will vote by resolution and submit to the chief appraiser

Before **December 31** I will send the results of the election to each governing body

Please make plans on your scheduled meetings to consider and act on these matters. Your vote is very important to the continued dedicated leadership of this board.

I have asked the current board members about their interest in serving another term. **Tom Abrams, Tommy Hamilton, Phillip Lynch, Ken Marks and Joe Pitts are all willing to serve another term.** I am enclosing the history of the current board members and some additional details about them individually for your review.

Please contact me if you have any questions,
Kathy

Kathy Rodriguez, MPA
Chief Appraiser, Ellis Appraisal District

Let's serve others and make a difference in this world!

Direct Line 972 957 5218
Fax 972 957 1618

3.6

ELLIS COUNTY INVESTMENT REPORT
3RD QUARTER 2015

Cheryl Chambers – Ellis County Treasurer
October 27, 2015

Carol Bush, County Judge

Dennis Robinson, Commissioner Pct. 1

Lane Grayson, Commissioner Pct. 2

Paul Perry, Commissioner Pct. 3

Kyle Butler, Commissioner Pct. 4

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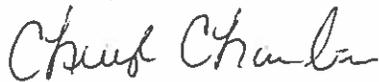
Summary

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.

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
SEPTEMBER 30, 2015

ACCOUNT NAME	CO	COMERICA	FUNDS MANAGEMENT	CUTWATER TEXAS CLASS	LONESTAR	TEXPOOL	TEXSTAR	TEXAS TERM	TOTAL
FUND #									
GENERAL	1	\$ 101,195.46	\$ -	\$ 1,005,097.86	\$ 6,175,756.93	\$ 126,039.87	\$ 17,986.24	\$ 4,680,591.55	\$ 12,106,647.91
RB#1	3			\$ 182,851.01	\$ 278,362.56		\$ 177,974.88	\$ 72,367.46	\$ 711,555.91
RB#2	4			\$ 76,570.25	\$ 269,522.57		\$ 18,451.52	\$ 158,897.30	\$ 523,441.64
RB#3	5			\$ 49,388.78	\$ 577,136.21		\$ 28,137.18	\$ 86,539.79	\$ 741,201.96
RB#4	6			\$ 28,653.18	\$ 268,455.22		\$ 3,386.44	\$ 23,741.94	\$ 324,236.78
ADULT PROBATION	7			\$ -	\$ 868,425.73				\$ 868,425.73
JUVENILE PROBATION	8			\$ 3,435.73	\$ 754,574.98				\$ 758,010.71
FMA#1	9			\$ -	\$ 195,367.91	\$ 19,727.52	\$ 255.03	\$ 208,544.82	\$ 423,895.28
FMA#2	10			\$ -	\$ 206,896.87	\$ 40,936.55	\$ 10,756.74	\$ 362,122.94	\$ 620,713.10
FMA#3	11			\$ -	\$ 252,670.74	\$ 27,834.63	\$ 32,895.15	\$ 509,804.41	\$ 823,154.93
FMA#4	12			\$ -	\$ 276,686.84	\$ 77,066.64	\$ 38,588.65	\$ 244,842.14	\$ 637,184.27
LATERAL ROADS	13			\$ -	\$ -				\$ -
CO & DC COURT TECH	14			\$ -	\$ -				\$ -
JUSTICE GT TECH	15			\$ -	\$ -				\$ -
DC ARCHIVES REC MOT	16			\$ -	\$ -				\$ -
JURY	17			\$ -	\$ 31,685.37				\$ 31,685.37
PERM IMPROVE	18			\$ -	\$ 797.27		\$ 419.83		\$ 1,217.10
LAW LIBRARY	19			\$ -	\$ 29,378.62				\$ 29,378.62
TRUST & AGENCY	20			\$ -	\$ 391,497.53				\$ 391,497.53
REC MGMT	21			\$ -	\$ 94,886.01				\$ 94,886.01
CC ARCHIVES	22			\$ -	\$ -		\$ 864,650.19		\$ 864,650.19
ROW AVAILABLE	23			\$ -	\$ 120,014.49				\$ 120,014.49
FIRE MARSHALL SPECI	24			\$ -	\$ -				\$ -
RIGHT OF WAY 2008	25			\$ -	\$ -				\$ -
DC RECORDS TECH	26			\$ -	\$ -				\$ -
RD#1	27	\$ 193,201.10		\$ -	\$ 997,553.14				\$ 1,190,754.24
RD#8	28			\$ -	\$ 67,025.23				\$ 67,025.23
RD#16	29			\$ -	\$ 184,575.87				\$ 184,575.87
DA CHK PROCESS	30			\$ -	\$ 270,358.95				\$ 270,358.95
DA DRUG FORF	31			\$ -	\$ 369,681.41				\$ 369,681.41
QEN REC/PRESER	32			\$ -	\$ 268,768.19				\$ 268,768.19
CH SECURITY	33			\$ -	\$ 102,274.96				\$ 102,274.96
COURT REC. PRES \$1.7K	34			\$ -	\$ -				\$ -
DWI BLOOD DRAW	35			\$ -	\$ -				\$ -
ELECTION ADMIN. FEE	36			\$ -	\$ -				\$ -
SERIES 6298 IS	37			\$ -	\$ 868,580.62				\$ 868,580.62
SERIES 07 1A5	38			\$ 846.70	\$ 716,168.97		\$ 182,181.21		\$ 899,196.88
GRANT PASS THROUGH	39			\$ -	\$ -				\$ -
SERIES 07 BOND PROJ	40			\$ -	\$ -				\$ -
HDTA	41			\$ -	\$ 330,078.54				\$ 330,078.54
SHERIFF FED FORF	42			\$ -	\$ -				\$ -
HAZARD MITIGATION	44			\$ -	\$ -				\$ -
ADULT COM CORR	45			\$ -	\$ -				\$ -
SHRF SEIZURE	46			\$ -	\$ 100,381.16		\$ 331,561.87		\$ 331,561.87
SHRF DRUG FORF	47			\$ -	\$ 64,167.60				\$ 64,167.60
DA DRUG SEIZURE	48			\$ -	\$ -				\$ -
JCC	49			\$ -	\$ -				\$ -
DA FEDERAL ASSET	51			\$ -	\$ -				\$ -
EMISSIONS ENFORCE	54			\$ -	\$ -				\$ -
CONST # 4 SEIZURE	55			\$ -	\$ -				\$ -
CONST #2 FORF	56			\$ -	\$ -				\$ -
CONST #1 FORF	57			\$ -	\$ -				\$ -
CONST #4 FORF	58			\$ -	\$ 15,975.47				\$ 15,975.47
LAW ENFORCE BLOCK	59			\$ -	\$ -				\$ -
LEVEE 2	72			\$ -	\$ -		\$ 330,228.51		\$ 330,228.51
LEVEE 3	73			\$ -	\$ -		\$ 265,376.31		\$ 265,376.31
LEVEE 4	74			\$ -	\$ -				\$ -
		\$ 294,396.56	\$ -	\$ 1,346,843.51	\$ 15,147,655.96	\$ 291,605.21	\$ 2,322,829.75	\$ 6,347,452.35	\$ 25,750,783.34

INVESTMENTS LISTED BY ENTITY / YIELD

3RD QTR 2015

	Total Invested	JULY	AUGUST	SEPTEMBER
COMERICA BANK	\$ 294,396.56	0.2000%	0.2000%	0.2000%
FUNDS MANAGEMENT GROUP	\$ -			
CUTWATER (TEXAS CLASS)	\$ 1,346,843.51	0.1600%	0.1800%	0.1900%
LONESTAR POOL CORPORATE/GOVERNMENT	\$ 15,147,655.96	.1447%/.0787%	.1596%/.0874%	.1769%/.0872%
TEXPOOL	\$ 291,605.21	0.0600%	0.0600%	0.0700%
TEXSTAR	\$ 2,322,829.75	0.0722%	0.0823%	0.0994%
TEXAS TERM	\$ 6,347,452.35	0.1000%	0.1100%	0.1300%
	\$ 25,750,783.34			

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.

ELLIS COUNTY INVESTMENTS WITH COMERICA BANK

Market Value = Book Value

ACCOUNT NAME	COUNTY	COMERICA	
	FUND #	JUNE 30, 2015	SEPTEMBER 30, 2015
GENERAL	1	\$ 101,144.46	\$ 101,195.46
RB#1	3	\$ -	\$ -
RB#2	4	\$ -	\$ -
RB#3	5	\$ -	\$ -
RB#4	6	\$ -	\$ -
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
FM#1	9	\$ -	\$ -
FM#2	10	\$ -	\$ -
FM#3	11	\$ -	\$ -
FM#4	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 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ 193,103.74	\$ 193,201.10
RD#5	28	\$ -	\$ -
RD#16	29	\$ -	\$ -
DA CHK PROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC/PRESER	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC. PRES 51.708	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -
SERIES 93/98 I/S	37	\$ -	\$ -
SERIES 07 I&S	38	\$ -	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HIDTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM CORR	45	\$ -	\$ -
SHRF SEIZURE	46	\$ -	\$ -
SHRF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCC	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	\$ -	\$ -
		\$ 294,248.20	\$ 294,396.56

FUNDS MANAGEMENT GROUP

Funds Management Group, Inc. provides a full array of investment services to investors of public funds in Texas. Our signature facility is 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 #	June 30, 2015	September 30, 2015
GENERAL	1	\$ -	\$ -
RB#1	3	\$ -	\$ -
RB#2	4	\$ -	\$ -
RB#3	5	\$ -	\$ -
RB#4	6	\$ -	\$ -
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
FM#1	9	\$ -	\$ -
FM#2	10	\$ -	\$ -
FM#3	11	\$ -	\$ -
FM#4	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 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ -	\$ -
RD#5	28	\$ -	\$ -
RD#16	29	\$ -	\$ -
DA CHK PROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC/PRESER	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC. PRES 51.708	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -
SERIES 93/98 I/S	37	\$ -	\$ -
SERIES 07 I&S	38	\$ -	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HIDTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM CORR	45	\$ -	\$ -
SHRF SEIZURE	46	\$ -	\$ -
SHRF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCC	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	\$ -	\$ -
		\$ -	\$ -

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	Texas Class	
	FUND #	June 30, 2015	SEPTEMBER 30, 2015
GENERAL	1	\$ 2,305,593.59	\$ 1,005,097.86
RB#1	3	\$ 302,724.88	\$ 182,851.01
RB#2	4	\$ 76,536.57	\$ 76,570.25
RB#3	5	\$ 339,282.24	\$ 49,388.78
RB#4	6	\$ 78,629.27	\$ 28,653.18
ADULT PROBATION	7	\$	\$
JUVENILE PROBATION	8	\$ 3,434.19	\$ 3,435.73
FM#1	9	\$	\$
FM#2	10	\$	\$
FM#3	11	\$	\$
FM#4	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 2008	25	\$	\$
DC RECORDS TECH	26	\$	\$
RD#1	27	\$	\$
RD#5	28	\$	\$
RD#16	29	\$	\$
DA CHK PROCESS	30	\$	\$
DA DRUG FORF	31	\$	\$
GEN REC/PRESER	32	\$	\$
CH SECURITY	33	\$	\$
COURT REC. PRES 51.708	34	\$	\$
DWI BLOOD DRAW	35	\$	\$
ELECTION ADMIN. FEE	36	\$	\$
SERIES 93/98 I/S	37	\$	\$
SERIES 07 I&S	38	\$ 846.56	\$ 846.70
GRANT PASS THROUGH	39	\$	\$
SERIES 07 BOND PROJ	40	\$	\$
HIDTA	41	\$	\$
SHERIFF FED FORF	42	\$	\$
HAZARD MITIGATION	44	\$	\$
ADULT COM CORR	45	\$	\$
SHRF SEIZURE	46	\$	\$
SHRF DRUG FORF	47	\$	\$
DA DRUG SEIZURE	48	\$	\$
JCC	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	\$	\$
		\$ 3,107,047.30	\$ 1,346,843.51

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	June 30, 2015		SEPTEMBER 30, 2015	
	FUND #	Corp. Overnight Fund	Govt. Overnight Fund	Corp. Overnight Fund	Govt. Overnight Fund
GENERAL	1	\$ 7,538,140.90	\$ -	\$ 6,175,756.93	\$ -
RB#1	3	\$ 278,250.16	\$ -	\$ 278,362.56	\$ -
RB#2	4	\$ 329,400.52	\$ -	\$ 269,522.57	\$ -
RB#3	5	\$ 526,759.86	\$ 50,152.90	\$ 526,972.64	\$ 50,163.57
RB#4	6	\$ 283,238.35	\$ 106.95	\$ 268,348.24	\$ 106.98
ADULT PROBATION	7	\$ 1,069,252.63	\$ 622.19	\$ 867,803.41	\$ 622.32
JUVENILE PROBATION	8	\$ 1,103,268.84	\$ 12,687.81	\$ 741,884.47	\$ 12,690.51
FM#1	9	\$ 195,289.03	\$ -	\$ 195,367.91	\$ -
FM#2	10	\$ 206,813.34	\$ -	\$ 206,896.87	\$ -
FM#3	11	\$ 252,518.74	\$ -	\$ 252,620.74	\$ -
FM#4	12	\$ 276,575.13	\$ -	\$ 276,686.84	\$ -
LATERAL ROADS	13	\$ -	\$ -	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -	\$ -	\$ -
DC ARCHIVES REC MGT	16	\$ -	\$ -	\$ -	\$ -
JURY	17	\$ 59,131.32	\$ 2,934.94	\$ 28,749.80	\$ 2,935.57
PERM IMPROVE	18	\$ 105,780.82	\$ -	\$ 797.27	\$ -
LAW LIBRARY	19	\$ 32,366.62	\$ -	\$ 29,378.62	\$ -
TRUST & AGENCY	20	\$ 1,513,127.22	\$ -	\$ 391,497.53	\$ -
REC MGMT	21	\$ 94,847.70	\$ -	\$ 94,886.01	\$ -
CC ARCHIVES	22	\$ -	\$ -	\$ -	\$ -
ROW AVAILABLE	23	\$ 119,966.03	\$ -	\$ 120,014.49	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -	\$ -	\$ -
RD#1	27	\$ 997,150.36	\$ -	\$ 997,553.14	\$ -
RD#5	28	\$ 66,998.16	\$ -	\$ 67,025.23	\$ -
RD#16	29	\$ 184,501.34	\$ -	\$ 184,575.87	\$ -
DA CHK PROCESS	30	\$ 280,248.19	\$ -	\$ 270,358.95	\$ -
DA DRUG FORF	31	\$ 375,680.79	\$ -	\$ 369,681.41	\$ -
GEN REC/PRESER	32	\$ 268,659.67	\$ -	\$ 268,768.19	\$ -
CH SECURITY	33	\$ 102,233.67	\$ -	\$ 102,274.96	\$ -
COURT REC. PRES 51.708	34	\$ -	\$ -	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -	\$ -	\$ -
SERIES 93/98 VS	37	\$ 868,229.91	\$ -	\$ 868,580.62	\$ -
SERIES 07 I&S	38	\$ 3,341,578.92	\$ -	\$ 716,168.97	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -	\$ -	\$ -
HIDTA	41	\$ -	\$ -	\$ -	\$ -
SHERIFF FED FORF	42	\$ 345,998.75	\$ 62,259.03	\$ 267,806.27	\$ 62,272.27
HAZARD MITIGATION	44	\$ -	\$ -	\$ -	\$ -
ADULT COM CORR	45	\$ -	\$ -	\$ -	\$ -
SHRF SEIZURE	46	\$ -	\$ -	\$ -	\$ -
SHRF DRUG FORF	47	\$ 100,590.57	\$ -	\$ 100,381.16	\$ -
DA DRUG SEIZURE	48	\$ 70,149.30	\$ 1,189.81	\$ 62,977.53	\$ 1,190.07
JCC	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	\$ 15,969.02	\$ -	\$ 15,975.47	\$ -
LEVEE 2	72	\$ -	\$ -	\$ -	\$ -
LEVEE 3	73	\$ -	\$ -	\$ -	\$ -
LEVEE 4	74	\$ -	\$ -	\$ -	\$ -
		\$ 21,002,715.86	\$ 129,953.63	\$ 15,017,674.67	\$ 129,981.29
			\$ 21,132,669.49	\$	\$ 15,147,655.96

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	TexPool	
	FUND #	June 30, 2015	SEPTEMBER 30, 2015
GENERAL	1	\$ 126,016.69	\$ 126,039.87
RB#1	3	\$ -	\$ -
RB#2	4	\$ -	\$ -
RB#3	5	\$ -	\$ -
RB#4	6	\$ -	\$ -
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
FM#1	9	\$ 19,723.88	\$ 19,727.52
FM#2	10	\$ 40,929.09	\$ 40,936.55
FM#3	11	\$ 27,829.49	\$ 27,834.63
FM#4	12	\$ 77,052.47	\$ 77,066.64
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 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ -	\$ -
RD#5	28	\$ -	\$ -
RD#16	29	\$ -	\$ -
DA CHK PROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC/PRESER	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC. PRES 51.708	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -
SERIES 93/98 I/S	37	\$ -	\$ -
SERIES 07 I&S	38	\$ -	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HIDTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM CORR	45	\$ -	\$ -
SHRF SEIZURE	46	\$ -	\$ -
SHRF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCC	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	\$ -	\$ -
		\$ 291,551.62	\$ 291,605.21

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	TEXSTAR	
	FUND #	June 30, 2015	SEPTEMBER 30, 2015
GENERAL	1	\$ 17,962.41	\$ 17,966.24
RB#1	3	\$ 183,936.82	\$ 177,974.88
RB#2	4	\$ 31,447.31	\$ 18,451.52
RB#3	5	\$ 48,130.70	\$ 28,137.18
RB#4	6	\$ 7,385.57	\$ 3,386.44
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
FM#1	9	\$ 255.03	\$ 255.03
FM#2	10	\$ 10,754.48	\$ 10,756.74
FM#3	11	\$ 32,888.17	\$ 32,895.15
FM#4	12	\$ 38,580.42	\$ 38,588.65
LATERAL ROADS	13	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES REC MGT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PERM IMPROVE	18	\$ 419.83	\$ 419.83
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REC MGMT	21	\$ -	\$ -
CC ARCHIVES	22	\$ 884,461.88	\$ 884,650.19
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ -	\$ -
RD#5	28	\$ -	\$ -
RD#16	29	\$ -	\$ -
DA CHK PROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC/PRESER	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC. PRES 51.708	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -
SERIES 93/98 VS	37	\$ -	\$ -
SERIES 07 I&S	38	\$ 182,142.45	\$ 182,181.21
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HIDTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM CORR	45	\$ -	\$ -
SHRF SEIZURE	46	\$ 337,390.06	\$ 331,561.87
SHRF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCC	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	\$ 330,158.20	\$ 330,228.51
LEVEE 3	73	\$ 265,319.82	\$ 265,376.31
LEVEE 4	74	\$ -	\$ -
		\$ 2,371,233.15	\$ 2,322,829.75

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	TexasDAILY	
	FUND #	June 30, 2015	SEPTEMBER 30, 2015
GENERAL	1	\$ 7,883,791.08	\$ 4,680,591.55
RB#1	3	\$ 72,346.84	\$ 72,367.46
RB#2	4	\$ 176,850.77	\$ 158,897.30
RB#3	5	\$ 86,515.13	\$ 86,539.79
RB#4	6	\$ 23,735.17	\$ 23,741.94
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
FM#1	9	\$ 488,460.13	\$ 208,544.82
FM#2	10	\$ 499,008.06	\$ 362,122.94
FM#3	11	\$ 611,650.06	\$ 509,804.41
FM#4	12	\$ 589,740.72	\$ 244,842.14
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 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ -	\$ -
RD#5	28	\$ -	\$ -
RD#16	29	\$ -	\$ -
DA CHK PROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC/PRESER	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC. PRES 51.708	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -
SERIES 93/98 I/S	37	\$ -	\$ -
SERIES 07 I&S	38	\$ -	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HIDTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM CORR	45	\$ -	\$ -
SHRF SEIZURE	46	\$ -	\$ -
SHRF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCC	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	\$ -	\$ -
		\$ 10,432,097.96	\$ 6,347,452.35

ACTIVITY BY FUND
Quarter Ending SEPTEMBER 30, 2015

ACCOUNT NAME	COUNTY	Beginning Balance	Deposits	Withdrawals	Interest Earned	Ending Balance
	FUND #	June 30, 2015				September 30, 2015
GENERAL	1	\$ 17,972,649.13	\$ 336,822.92	\$ 6,208,000.00	\$ 5,175.86	\$ 12,106,647.91
RB#1	3	\$ 837,258.70		\$ 126,000.00	\$ 297.21	\$ 711,555.91
RB#2	4	\$ 614,235.17		\$ 91,000.00	\$ 206.47	\$ 523,441.64
RB#3	5	\$ 1,050,840.83		\$ 310,000.00	\$ 361.13	\$ 741,201.96
RB#4	6	\$ 393,095.31		\$ 69,000.00	\$ 141.47	\$ 324,236.78
ADULT PROBATION	7	\$ 1,069,874.82		\$ 201,840.00	\$ 390.91	\$ 868,425.73
JUVENILE PROBATION	8	\$ 1,119,390.84		\$ 361,822.92	\$ 442.79	\$ 758,010.71
FM#1	9	\$ 703,728.07		\$ 280,000.00	\$ 167.21	\$ 423,895.28
FM#2	10	\$ 757,504.97		\$ 137,000.00	\$ 208.13	\$ 620,713.10
FM#3	11	\$ 924,886.46		\$ 102,000.00	\$ 268.47	\$ 823,154.93
FM#4	12	\$ 981,948.74		\$ 345,000.00	\$ 235.53	\$ 637,184.27
LATERAL ROADS	13	\$ -			\$ -	\$ -
CO & DC COURT TECH	14	\$ -			\$ -	\$ -
JUSTICE CT TECH	15	\$ -			\$ -	\$ -
DC ARCHIVES REC MGT	16	\$ -			\$ -	\$ -
JURY	17	\$ 62,066.26		\$ 30,400.00	\$ 19.11	\$ 31,685.37
PERM IMPROVE	18	\$ 106,200.65		\$ 105,000.00	\$ 16.45	\$ 1,217.10
LAW LIBRARY	19	\$ 32,366.62		\$ 3,000.00	\$ 12.00	\$ 29,378.62
TRUST & AGENCY	20	\$ 1,513,127.22		\$ 1,122,000.00	\$ 370.31	\$ 391,497.53
REC MGMT	21	\$ 94,847.70			\$ 38.31	\$ 94,886.01
CC ARCHIVES	22	\$ 884,461.88			\$ 188.31	\$ 884,650.19
ROW AVAILABLE	23	\$ 119,966.03			\$ 48.46	\$ 120,014.49
FIRE MARSHALL SPECIAL	24	\$ -			\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -			\$ -	\$ -
DC RECORDS TECH	26	\$ -			\$ -	\$ -
RD#1	27	\$ 1,190,254.10			\$ 500.14	\$ 1,190,754.24
RD#5	28	\$ 66,998.16			\$ 27.07	\$ 67,025.23
RD#16	29	\$ 184,501.34			\$ 74.53	\$ 184,575.87
DA CHK PROCESS	30	\$ 280,248.19		\$ 10,000.00	\$ 110.76	\$ 270,358.95
DA DRUG FORF	31	\$ 375,680.79		\$ 6,150.00	\$ 150.62	\$ 369,681.41
GEN REC/PRESER	32	\$ 268,659.67			\$ 108.52	\$ 268,768.19
CH SECURITY	33	\$ 102,233.67			\$ 41.29	\$ 102,274.96
COURT REC. PRES 51.708	34	\$ -			\$ -	\$ -
DWI BLOOD DRAW	35	\$ -		\$ 2,626,000.00		\$ (2,626,000.00)
ELECTION ADMIN. FEE	36	\$ -			\$ -	\$ -
SERIES 93/98 VS	37	\$ 868,229.91			\$ 350.71	\$ 868,580.62
SERIES 07 I&S	38	\$ 3,524,567.93			\$ 628.95	\$ 3,525,196.88
GRANT PASS THROUGH	39	\$ -			\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -			\$ -	\$ -
HIDTA	41	\$ -			\$ -	\$ -
SHERIFF FED FORF	42	\$ 408,257.78		\$ 78,310.00	\$ 130.76	\$ 330,078.54
HAZARD MITIGATION	44	\$ -			\$ -	\$ -
ADULT COM CORR	45	\$ -			\$ -	\$ -
SHRF SEIZURE	46	\$ 337,390.06		\$ 5,900.00	\$ 71.81	\$ 331,561.87
SHRF DRUG FORF	47	\$ 100,590.57		\$ 250.00	\$ 40.59	\$ 100,381.16
DA DRUG SEIZURE	48	\$ 71,339.11		\$ 7,200.00	\$ 28.49	\$ 64,167.60
JCC	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	\$ 15,969.02			\$ 6.45	\$ 15,975.47
LEVEE 2	72	\$ 330,158.20			\$ 70.31	\$ 330,228.51
LEVEE 3	73	\$ 265,319.82			\$ 56.49	\$ 265,376.31
LEVEE 4	74	\$ -			\$ -	\$ -
		\$ 37,628,847.72	\$ 336,822.92	\$ 12,225,872.92	\$ 10,985.62	\$ 25,750,783.34

INVESTMENT INTEREST FOR 3RD QTR. 2015

	CO		JULY	AUGUST	SEPTEMBER	TOTAL
ACCOUNT NAME	FUND #					
GENERAL	1		\$ 1,783.77	\$ 1,740.25	\$ 1,651.84	\$ 5,175.86
RB#1	3		\$ 90.82	\$ 99.03	\$ 107.36	\$ 297.21
RB#2	4		\$ 66.62	\$ 69.96	\$ 69.89	\$ 206.47
RB#3	5		\$ 121.05	\$ 121.12	\$ 118.96	\$ 361.13
RB#4	6		\$ 47.22	\$ 47.82	\$ 46.43	\$ 141.47
ADULT PROBATION	7		\$ 130.65	\$ 133.11	\$ 127.15	\$ 390.91
JUVENILE PROBATION	8		\$ 135.88	\$ 149.49	\$ 157.42	\$ 442.79
FM#1	9		\$ 60.33	\$ 54.84	\$ 52.04	\$ 167.21
FM#2	10		\$ 67.25	\$ 68.37	\$ 72.51	\$ 208.13
FM#3	11		\$ 83.66	\$ 89.01	\$ 95.80	\$ 268.47
FM#4	12		\$ 85.64	\$ 74.95	\$ 74.94	\$ 235.53
LATERAL ROADS	13		\$ -	\$ -	\$ -	\$ -
CO & DC COURT TECH	14		\$ -	\$ -	\$ -	\$ -
JUSTICE CT TECH	15		\$ -	\$ -	\$ -	\$ -
DC ARCHIVES REC MGT	16		\$ -	\$ -	\$ -	\$ -
JURY	17		\$ 7.47	\$ 6.27	\$ 5.37	\$ 19.11
PERM IMPROVE	18		\$ 12.54	\$ 3.79	\$ 0.12	\$ 16.45
LAW LIBRARY	19		\$ 3.75	\$ 3.98	\$ 4.27	\$ 12.00
TRUST & AGENCY	20		\$ 161.44	\$ 125.65	\$ 83.22	\$ 370.31
REC MGMT	21		\$ 11.65	\$ 12.86	\$ 13.80	\$ 38.31
CC ARCHIVES	22		\$ 54.21	\$ 61.82	\$ 72.28	\$ 188.31
ROW AVAILABLE	23		\$ 14.74	\$ 16.27	\$ 17.45	\$ 48.46
FIRE MARSHALL SPECIAL	24		\$ -	\$ -	\$ -	\$ -
RIGHT OF WAY 2008	25		\$ -	\$ -	\$ -	\$ -
DC RECORDS TECH	26		\$ -	\$ -	\$ -	\$ -
RD#1	27		\$ 155.31	\$ 168.02	\$ 176.81	\$ 500.14
RD#5	28		\$ 8.23	\$ 9.09	\$ 9.75	\$ 27.07
RD#16	29		\$ 22.67	\$ 25.02	\$ 26.84	\$ 74.53
DA CHK PROCESS	30		\$ 34.43	\$ 37.02	\$ 39.31	\$ 110.76
DA DRUG FORF	31		\$ 46.16	\$ 50.71	\$ 53.75	\$ 150.62
GEN REC/PRESER	32		\$ 33.01	\$ 36.43	\$ 39.08	\$ 108.52
CH SECURITY	33		\$ 12.56	\$ 13.86	\$ 14.87	\$ 41.29
COURT REC. PRES 51.708	34		\$ -	\$ -	\$ -	\$ -
DWI BLOOD DRAW	35		\$ -	\$ -	\$ -	\$ -
ELECTION ADMIN. FEE	36		\$ -	\$ -	\$ -	\$ -
SERIES 93/98 I/S	37		\$ 106.67	\$ 117.74	\$ 126.30	\$ 350.71
SERIES 07 I&S	38		\$ 400.02	\$ 109.85	\$ 119.08	\$ 628.95
GRANT PASS THROUGH	39		\$ -	\$ -	\$ -	\$ -
SERIES 07 BOND PROJ	40		\$ -	\$ -	\$ -	\$ -
HIDTA	41		\$ -	\$ -	\$ -	\$ -
SHERIFF FED FORF	42		\$ 44.28	\$ 42.41	\$ 44.07	\$ 130.76
HAZARD MITIGATION	44		\$ -	\$ -	\$ -	\$ -
ADULT COM CORR	45		\$ -	\$ -	\$ -	\$ -
SHRF SEIZURE	46		\$ 20.69	\$ 23.58	\$ 27.54	\$ 71.81
SHRF DRUG FORF	47		\$ 12.36	\$ 13.63	\$ 14.60	\$ 40.59
DA DRUG SEIZURE	48		\$ 8.70	\$ 9.60	\$ 10.19	\$ 28.49
JCC	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		\$ 1.96	\$ 2.17	\$ 2.32	\$ 6.45
LEVEE 2	72		\$ 20.23	\$ 23.08	\$ 27.00	\$ 70.31
LEVEE 3	73		\$ 16.26	\$ 18.54	\$ 21.69	\$ 56.49
LEVEE 4	74		\$ -	\$ -	\$ -	\$ -
			\$ 3,882.23	\$ 3,579.34	\$ 3,524.05	\$ 10,985.62

PAGE 1 09/30/15 20:03:50

CC1 PROD

PT [REDACTED]

PLEDGEE: ELLIS COUNTY
101 W. MAIN

AS OF CLOSE OF BUSINESS 09-30-2015

INSTITUTION ID: [REDACTED]

WAXAHACHIE TX 75165

[REDACTED] - COMERICA DALLAS

[REDACTED] - *ELLIS COUNTY

RESP FRB:K1

HOLDER :	ACCOUNT :	CUSIP #	PAR BALANCE	BVF	BOOK VALUE
[REDACTED]	[REDACTED]	[REDACTED]	53,500,000.00	0.1177023900	6,297,077.87
[REDACTED]	[REDACTED]	[REDACTED]	17,850,000.00	0.4570514900	8,158,369.10
[REDACTED]	[REDACTED]	[REDACTED]	3,500,000.00	0.5103392200	1,786,187.27
[REDACTED]	[REDACTED]	[REDACTED]	41,000,000.00	0.7760251700	31,817,031.97
SUBTOTAL:			115,850,000.00		48,058,666.21
GRAND TOTAL:			115,850,000.00		48,058,666.21

TX	DATE	DESCRIPTION
12-01-24	04.000	FGPC G13701 G
03-01-27	03.000	FGPC G14407 G
07-01-27	02.500	FGPC G18439 G
06-01-28	02.500	FGPC G18470 G

report
FEDERAL RESERVE BANK PLEDGEE HOLDINGS

BAPN032N

DISTRB



BNY MELLON

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

Date: 09/30/15

██████████
ATTN: CHERYL CHAMBERS
ELLIS COUNTY TEXAS
101 W MAIN SUITE 203
WAXAHACHIE TX 75165

Account Id: ██████████

Tax Id Number: ██████████

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: 09/30/15

The collateral segregated on your behalf on 09/30/15 is as follows:

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
██████████	FNMA FNMS 3.500% 01/01/42	77,989.00	50,763.60
██████████	FNMA FNMS 3.000% 05/01/42	794,713.00	490,771.30
██████████	FNMA FNMS 3.000% 08/01/42	179,328.00	149,005.30
██████████	FNMA FNMS 4.000% 08/01/43	45,057.00	37,343.80
██████████	FNMA FNMS 3.000% 02/01/30	26,783.00	26,728.56
██████████	FNMA FNMS 4.500% 03/01/41	353,813.00	77,322.16
██████████	FNMA FNMS 3.000% 10/01/42	54,590.00	45,227.25
██████████	FNMA FNMS 3.000% 11/01/42	5,000.00	4,127.93
██████████	FNMA FNMS 3.500% 04/01/43	5,517,408.00	4,287,888.38
██████████	FNMA FNMS 3.500% 04/01/43	1,192,488.00	909,510.78
██████████	FNMA FNMS 3.500% 08/01/43	164,518.00	125,322.03
TOTAL MKT VALUE			6,204,011.09



BNY MELLON

BROKER DEALER SERVICES DIVISION PRICING, INDICATIVE DATA AND OTHER DISCLOSURES

—
—
—
—
The prices of financial assets and indicative data reported or reflected in reports furnished by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) generally are provided by data providers and ratings agencies ("vendors") used by BDS in the ordinary course of business. Trust receipts will be valued based on the face amount of the underlying financial assets, as set forth therein. Prices and indicative data are not independently verified, 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 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).

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.

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.

2015 The Bank of New York Mellon Corporation. Services provided by The Bank of New York Mellon (member FDIC) and its various subsidiaries and affiliates. All rights reserved.



**2016 Ellis County Resolution
Indigent Defense Grant Program**

3.7

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

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

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

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

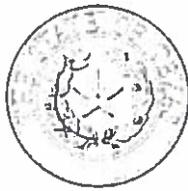
BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2015.

Carol L. Bush
County Judge

Attest:

County Clerk



3.8

RECEIVED

SEP 29 2015

TENTH COURT OF APPEALS COUNTY JUDGE

Chief Justice
Tom Gray

McLennan County Courthouse
501 Washington Avenue, Rm. 415
Waco, Texas 76701-1373

Phone: (254) 757-5200 Fax: (254) 757-2822

Clerk
Sharri Roesler

Justices
Rex D. Davis
Al Scoggins

September 23, 2015

Honorable Dewey Ratliff
Bosque County Judge &
Commissioners Court
P.O. Box 647
Meridian, Texas 76665-0647

Honorable E. Duane Peters
Brazos County Judge &
Commissioners Court
200 S. Texas Ave., Suite 332
Bryan, Texas 77803

Honorable Mike Sutherland
Burleson County Judge &
Commissioners Court
100 W. Buck St., Room 306
Caldwell, Texas 77836-1764

Honorable John E. Firth
Coryell County Judge &
Commissioners Court
620 E. Main St., 1st Floor
Gatesville, Texas 76528-1334

Honorable Carol Bush
Ellis County Judge &
Commissioners Court
101 W. Main St., 1st Floor
Waxahachie, TX 75165

Honorable Jay T. Elliott
Falls County Judge &
Commissioners Court
P.O. Box 458
Marlin, Texas 76661-0458

Honorable Linda K. Grant
Freestone County Judge &
Commissioners Court
118 E. Commerce St., Room 205
Fairfield, Texas 75840

Honorable Justin W. Lewis
Hill County Judge &
Commissioners Court
P.O. Box 457
Hillsboro, Texas 76645-0457

Honorable Roger O. Harmon
Johnson County Judge &
Commissioners Court
2 N. Main St.
Cleburne, Texas 76033-5543

Honorable Byron M. Ryder
Leon County Judge &
Commissioners Court
P.O. Box 429
Centerville, Texas 75833-0429

Honorable Daniel L. Burkeen
Limestone County Judge &
Commissioners Court
200 W. State St., Suite 101
Groesbeck, Texas 76642

Honorable C.E. McDaniel, Jr.
Madison County Judge &
Commissioners Court
101 W. Main St., Suite 110
Madisonville, Texas 77864-1990

Honorable Scott Felton
McLennan County Judge &
Commissioners Court
501 Washington Ave., Room 214
Waco, Texas 76701

Honorable H.M. Davenport, Jr.
Navarro County Judge &
Commissioners Court
300 W. 3rd Ave., Suite 102
Corsicana, Texas 75110

Honorable Charles L. Ellison
Robertson County Judge &
Commissioners Court
P.O. Box 427
Franklin, Texas 77856-0427

Honorable Danny Chambers
Somervell County Judge &
Commissioners Court
P.O. Box 851
Glen Rose, Texas 76043-0851

Honorable Robert D. Pierce
Walker County Judge &
Commissioners Court
1100 University Ave., Room 204
Huntsville, Texas 77340

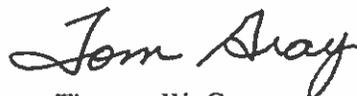
TO THE PARTIES LISTED ABOVE:

The justices on the Tenth Court of Appeals want to thank each of you for your support by providing funding for the judicial compensation supplements during the current fiscal year. One or more of us have seen or been able to visit with you or members of your Commissioners Court as we have continued to travel the district and know that most of you have finished or are currently working on your budgets for FYE 2016. While it is not possible for us to give you a precise number in advance of knowing the uncertainties associated with the pension actuarial and benefits portion, we now believe that \$1,940.00 is an appropriate amount to estimate for budgeting purposes for your full participation in the supplements. This is a very small increase from last year.

As in the past, it will be McLennan County that coordinates the details, receives the funds, and makes the actual disbursements. If any of you have any questions, we will be happy to try to answer them.

Again, we very much appreciate your participation in providing supplements to the judges on the Court of Appeals and your continued support of our Court. If we can be of service in any way, do not hesitate to contact us.

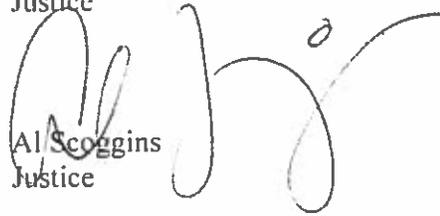
Very truly yours,



Thomas W. Gray
Chief Justice



Rex D. Davis
Justice



Al Scoggins
Justice

cc: Sharri Roessler, Clerk
Staci Stone, McLennan County Auditor's Office
Susan Ratliff, McLennan County Treasurer's Office

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the ISD goods and services.
- B. The Italy Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from Oct. 1, 2015 to Sept. 30, 2016.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

2. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

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

EXECUTED in duplicate this the _____ day of _____, 2015.

COUNTY OF ELLIS

CAROL BUSH
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

ITALY INDEPENDENT
SCHOOL DISTRICT



JAIME VELASCO
Italy ISD Superintendent

Attest:



School Board President

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the CITY goods and services.
- B. The City of Maypearl (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from Oct. 1, 2015 to Sept. 30, 2016.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

2. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

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

EXECUTED in duplicate this the ____ day of _____, 2015.

COUNTY OF ELLIS

CAROL BUSH
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

CITY OF MAYPEARL



ADELE MOONEY
Mayor, City of Maypearl

Attest:



City Secretary

3.11

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the ISD goods and services.
- B. The Maypearl Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from Oct. 1, 2015 to Sept 30, 2016.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 2. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F. ISD agrees to pay County within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that

fairly compensates COUNTY for service or functions performed by
COUNTY under this Contract.

EXECUTED in duplicate this the day of , 2015.

COUNTY OF ELLIS

CAROL BUSH
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

MAYPEARL INDEPENDENT
SCHOOL DISTRICT


RITCHIE BOWLING
Superintendent

Attest:


TRICIA IKARD
School Board President

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the ISD goods and services.
- B. The Waxahachie Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from Oct. 1, 2015 to Sept. 30, 2016.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

2. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

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

EXECUTED in duplicate this the 12 day of October, ²⁰¹⁵ 2015.

COUNTY OF ELLIS

CAROL BUSH
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

WAXAHACHIE INDEPENDENT
SCHOOL DISTRICT

JEREMY K. GLENN
Waxahachie ISD Superintendent

Attest:

Kathleen L. Coleman
School Board President

3.13

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the CITY goods and services.
- B. The City of Milford (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from Oct. 1, 2015 to Sept. 30, 2016.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

2. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

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

EXECUTED in duplicate this the _____ day of _____, 2015.

COUNTY OF ELLIS

CAROL BUSH
County Judge, Ellis County, Texas

Attest:

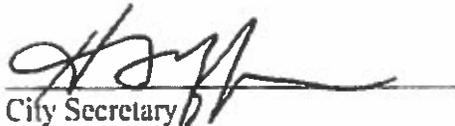
Ellis County Clerk

CITY OF MILFORD



BRUCE PERRYMAN
City of Milford

Attest:



City Secretary