

Contacts

David Medanich Vice Chairman 777 Main Street, Suite 1200 Fort Worth, Texas 76102

Tel: (817) 332-9710 david.medanich@firstsw.com

FILED FOR RECORD at 11.00 o'clock A M

FEB 1 0 2015



February 10, 2015



Analysis of Proposed New Money Issue and Refunding Opportunity

Hunt County, Texas

Topics of Discussion

- Summary of County Debt Instruments
- □ Proposed Structure of Tax Notes
- Summary of Refunding Opportunity
- □ Projected Tax Rate Impact Analysis
- □ Projected Schedule of Events

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Summary of County Debt Instruments

	General Obligation Bonds	Certificates of Obligation	Anticipation Notes
Issuing Entity	County	County	County
Approval Process	Bond election (May and November)	Commissioner's Court approval and publish Notice of Intent	Commissioners Court
Security/Pledge	Taxes only	Taxes and/or revenues	Taxes and/or revenues
Repayment Source	Any Lawfully Available Funds	Any Lawfully Available Funds	Any Lawfully Available Funds
Other Considerations	If the election fails, how does the county address needs?	Subject to petition by 5% of registered voters	Maximum maturity - 7 years
Lypical Projects	Any public purpose	Limited purpose with no revenue pledge- Any public purpose with revenue pledge	Any public purpose (7 yrs) and cash flow deficit (1 yr)
Ratings	Highest r	ated credit based on ad valorem	ax pledge



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Proposed Structure of Tax Notes

Tax Notes, Series 2015 Projected Debt Service								
FYE	Prinapal	Interest	Total					
2015	\$ -	\$ 20,200	\$ 20,200					
2016	40,000	58,693	98,693					
2017	40,000	57,833	97,833					
2018	40,000	56,873	96,873					
2019	40,000	55,813	95,813					
2020	565,000	46,384	611,384					
2021	585,000	28,271	613,271					
2022	605,000	9,529	614,529					
Totals	\$1,915,000	\$333,594	\$2,248,594					

- □ Issue will generate \$2,000,000 in project funds
- _ Estimated "All-In" Borrowing Cost: 2.26%
- ☐ Projected Delivery Date: April 28, 2015

Note: The analysis above is indicative of bank qualified market conditions on February 4, 2015 plus 0.15%. These numbers are preliminary and subject to change.



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Summary of Proposed Refunding

Hunt County Texas Ceneral Obligation Belunding Bonds Series 2015 Ancual Savings Analysis

Year Ending"	ŀ	₹efunded		New	:	
30 Sep	L)	aht Sarvice	. !	Jebt Service		Savings
2015	\$	82,400	\$	38,421	\$	20,200
2016		1,115,400		1,072,025		43,375
2017		1,110,900		1,068,480		42,420
2018		1,114,800		1,069,298		45,503
2019		1,116,900		1,071,616	_	45,284
Totals	\$	4,540,400	\$	4,319,840	\$	196,781

 Net PV Savings:
 \$ 188,162

 PV Savings % of Refunded Bonds:
 4.57%

Builds to be Behanded				
	Par Amount	Maturities	Coupon Rate	Call Date
GO Ref Bds, Ser 2005	\$4,120,000	2016 - 2019	4.000%	3/1/2015

Refunding Results:

- Par Amount of Refunded Bonds: \$4,120,000
- ☐ Gross Savings: \$198,781
- □ Net Present Value Savings: \$188,162
- Net PV Savings %: 4.57%.
- Average Annual Cash Flow Savings: \$39,356 per year
- True Interest Cost on New Bonds: 1.35%
- ☐ Average Interest Rate on Refunded Bonds: 4.00%
- ¬ Savings are AFTER any and all transaction cost

HONT COUNTY, IEXAS

Note: The analysis above is indicative of bank qualified market conditions on February 4, 2015 plus 0.15%. These numbers are preliminary and subject to change.

(1) Assumes a debt service fund transfer of \$23,779 to reduce the savings in fiscal year 2015.



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Tax Rate Impact Analysis

FYE 30-Sep	Taxable Valuation ⁽¹⁾	Estimated Growth Rate ⁽²⁾	Existing Debt Service	l&S Tax Rate ⁽³⁾	GD Refunding Bonds, Series 2015 (CR: Series 2005) Projected Savings ¹⁴	Projected Debt Service	Calculated	Tex Notes, Series 2015 Funding: \$2 mm Total Projected P&I ⁽⁹⁾	Total Projected Debt Service	Total Calculated (&S Tax Rate ⁽³⁾
2015	\$ 4,462,872,747		\$1,113,400	\$ 0.025089	\$ (20.200)	\$1,093,200	\$ 0.025089	\$ 20,200	\$1,113,400	\$ 0.025089
2016	4,507,501,474	1.00%	1,115,400	0.025250	(43,375)	1,072,025	0.024269	98,693	1,170,718	0.026503
2017	4,552,576,489	1.00%	1,110,900	0.024900	(42,420)	1,068,480	0.023949	97,833	1,166,313	0.026142
2018	4,598,102,254	1.00%	1,114,800	0.024740	(45,503)	1,069,298	0.023730	96,873	1,166,170	0.025880
2019	4,644,083,277	1.00%	1,116,900	0.024541	(45,284)	1,071,616	0.023546	95,813	1,167,429	0.025651
2020	4,690,524,109	1.00%					-	611,384	611,384	0.013300
2021	4,690,524,109	0.00%				-	≘	613,271	613,271	0.013342
2022	4,690,524,109	0.00%		-		. -	*	614,529	614,529	0.013369
Total			\$ 5,571,400		\$ (196,781)	\$5,374,619		\$ 2,248,594	\$7,008,684	

FYE 2015 certified appraised value provided by Hunt County Appraisal District minus incremental TAV of real property within the Reinvestment Zone.
FY 2016 - 2020 TAV growth rates have been estimated.
FYE 2015 Tax Rates are actual: Tax Collection Percentage = 98.00% thereafter.
Assumes (Aa3 / AA-) BQ rates as of 2/4/2015 plus 15 bps and a delivery date of 4/28/2015. Produces a net PV savings of \$188,162 or 4.57%
Assumes (Aa3 / AA-) BQ rates as of 2/4/2015 plus 15 bps and a delivery date of 4/28/2015. Produces on "Ali-In" TIC of 2.26%. Structured debt service over 7 years.



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Projected Schedule of Events

Feb-15									
S	М	Ţ	w	ſ	F	s			
1	2	3	4	5	6	7			
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29	30	31	32	33	34	35			
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Complete

	Mar-15									
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15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								
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Apr-15									
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19	20		22						
26	27	28	29	30					

May-15								
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.3	4	5	6	7	8	9		
10	П	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		
31								

Ву	Day	Event
10-Feb-15	Tuesday	Commissioners Court authorizes issuance of Tax Notes and Refunding Bonds
11-Feb-15	Wednesday	Provide initial draft of Preliminary Official Statement and send to County and Bond Counsel for comments and modifications
20-Feb-15	Friday	Receive information from County
23-Feb-15	Monday	Provide draft of Official Statement to credit rating agency for review
2-Mar-15	Week Of	Rating Agency Conference Call
10-Mar-15	Tuesday	Finalize Official Statement
11-Mar-15	Wednesday	Receive credit ratings and Finalize Official Statement
12-Mar-15	Thursday	Send Official Statement to i-Deal Prospectus for Electronic Distribution
23-Mar-15	Monday	Pricing of Bonds
24-Mar-15	Tuesday	Bond Sale: Commissioners Court adopts Orders to Award the Bonds and Notes
31-Mar-15	Tuesday	Print Final Official Statement
28-Apr-15	Tuesday	Bond closing and delivery of funds



COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

Jennifer Lindenzweig

For completing the required 20 Hours of Continuing Education for 2014 as prescribed in

Section 51.605 of the Texas Government Code.

In witness therefore, recognition is hereby made this January 2015.

#13,557(1)

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JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex

Diane Hoefling, President

Heather Hawthorne, Vice President

Gleathe Of Struthone

CERTIFICATE of COURSE COMPLETION

Open Meetings Act

completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005. I, James Andrew Bench, certify that I have

Certificate is issued effective this 22nd day of January, 2015.

#13,557(2)

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NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Anorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental bods with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No - 15-195038M

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name:

HUNT CO. SHERIFF'S OFFICE

Reporting Date:

01/29/2015

TCOLE Agency Number:

231100

Chief Administrator:

TROY R. MEEKS

Agency Contact

Phone: 903-453-6800

Information:

Email: lanaa@huntcounty.net

Mailing Address:

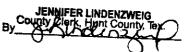
HUNT CO. SHERIFF'S OFFICE

2801 Stuart Street Greenville, Tx 75401 #13,557(4)

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This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) - Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

HUNT CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the HUNT CO. SHERIFF'S OFFICE from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the HUNT CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the HUNT CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the HUNT CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the HUNT CO. SHERIFF'S OFFICE's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

Page 1 of 3 pages submitted electronically to the

The Texas Commission on Law Enforcement

- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - (A) The Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: TROYR. MEEKS

Chief Administrator

HUNT CO. SHERIFF'S OFFICE

Date: 01/29/2015

HUNT CO. SHERIFF'S OFFICE Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

- 1. 1912 citation only
- 2. **36** arrest only
- 3. **0** both
- 4. 1948 Total (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

- 5 127 African
- 6. 13 Asian
- 7. 1625 Caucasian
- 8. 179 Hispanic
- 9. 4 Middle Eastern
- 10. 0 Native American
 - 11. 1948 Total (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

- 12. **0** Yes
- 13. **1948** No
- 14. 1948 Total (lines 4, 11, 14 and 17 must be equal)

Search conducted?

- 15. 143 Yes
- 16. 1805 No
- 17. 1948 Total (lines 4, 11, 14 and 17 must be equal)

Was search consented?

- 18. 62 Yes
- 19. **81** No
- 20. 143 Total (must equal line 15)

Page 3 of 3 pages submitted electronically to the The Texas Commission on Law Enforcement

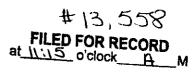
Form No. 148(f); Rev'd 1/10/03

AGREEMENT FOR ARBITRAGE REBATE COMPLIANCE SERVICES BETWEEN

HUNT COUNTY, TEXAS

(Hereinafter Referred to as the "Issuer") **AND**

FIRST SOUTHWEST ASSET MANAGEMENT, LLC (Hereinafter Referred to as "First Southwest")



FEB 1 0 2015



It is understood and agreed that the Issuer, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the "Obligations"), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to herein as the "Arbitrage Amount") from the proceeds of the Obligations to the United States of America pursuant to the provisions of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). For purposes of this Agreement, the term "Arbitrage Amount" includes payments made under the election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code.

We are pleased to submit the following proposal for consideration; and if the proposal is accepted by the Issuer, it shall become the agreement (the "Agreement") between the Issuer and First Southwest effective at the date of its acceptance as provided for herein below.

This Agreement shall apply to all issues of tax-exempt Obligations delivered subsequent to the effective date of the 1. rebate requirements under the Code, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the Issuer in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby First Southwest is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of First Southwest, First Southwest is unable to procure the necessary information required to perform such services.

Covenants of First Southwest

- 2. We agree to provide our professional services in determining the Arbitrage Amount with regard to the Obligations. The Issuer will assume and pay the fee of First Southwest as such fee is set out in Appendix A attached hereto. First Southwest shall not be responsible for any extraordinary expenses incurred on behalf of Issuer in connection with providing such professional services, including any costs incident to litigation, mandamus action, test case or other similar legal actions.
- 3. We agree to perform the following duties in connection with providing arbitrage rebate compliance services:
 - To cooperate fully with the Issuer in reviewing the schedule of investments made by the Issuer with (i) a. proceeds from the Obligations, and (ii) proceeds of other funds of the Issuer which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;
 - b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder. calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and
 - ¢. To provide a report to the Issuer specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by First Southwest. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, First Southwest does not assume any responsibility for any record retention requirements which the Issuer may have under the Code or other applicable laws, it being understood that the Issuer shall remain responsible for compliance with any such record retention requirements.

Covenants of the Issuer

- 4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:
 - a. The fees due to First Southwest in providing arbitrage rebate compliance services shall be calculated in accordance with Appendix A attached hereto. The fees will be payable upon delivery of the report prepared by First Southwest for each issue of Obligations during the term of this Agreement.
 - b. The Issuer will provide First Southwest all information regarding the issuance of the Obligations and the investment of the proceeds therefrom, and any other information necessary in connection with calculating the Arbitrage Amount. First Southwest will rely on the information supplied by the Issuer without inquiry, it being understood that First Southwest will not conduct an audit or take any other steps to verify the accuracy or authenticity of the information provided by the Issuer.
 - c. The Issuer will notify First Southwest in writing of the retirement, prior to the scheduled maturity, of any Obligations included under the scope of this Agreement within 30 days of such retirement. This notification is required to provide sufficient time to comply with Treasury Regulations Section 1.148-3(g) which requires final payment of any Arbitrage Amount within 60 days of the final retirement of the Obligations. In the event the Issuer fails to notify First Southwest in a timely manner as provided hereinabove, First Southwest shall have no further obligation or responsibility to provide any services under this Agreement with respect to such retired Obligations.
- 5. In providing the services set forth in this Agreement, it is agreed that First Southwest shall not incur any liability for any error of judgment made in good faith by a responsible officer or officers thereof and, except to the limited extent set forth in this paragraph, shall not incur any liability for any other errors or omissions, unless it shall be proved that such error or omission was a result of the gross negligence or willful misconduct of said officer or officers. In the event a payment is assessed by the Internal Revenue Service due to an error by First Southwest, the Issuer will be responsible for paying the correct Arbitrage Amount and First Southwest's liability shall not exceed the amount of any penalty or interest imposed on the Arbitrage Amount as a result of such error.

Obligations Issued Subsequent to Initial Contract

- 6. The services contracted for under this Agreement will automatically extend to any additional Obligations (including financing lease obligations) issued during the term of this Agreement, if such Obligations are subject to the rebate requirements under Section 148(f)(2) of the Code. In connection with the issuance of additional Obligations, the Issuer agrees to the following:
 - a. The Issuer will notify or cause the notification, in writing, to First Southwest of any tax-exempt financing (including financing lease obligations) issued by the Issuer during any calendar year of this Agreement, and will provide First Southwest with such information regarding such Obligations as First Southwest may request in connection with its performance of the arbitrage rebate services contracted for hereunder. If such notice is not provided to First Southwest with regard to a particular issue, First Southwest shall have no obligation to provide any services hereunder with respect to such issue.
 - b. At the option of the Issuer, any additional Obligations to be issued subsequent to the execution of this Agreement may be excluded from the services provided for herein. In order to exclude an issue, the Issuer must notify First Southwest in writing of their intent to exclude any specific Obligations from the scope of this Agreement, which exclusion shall be permanent for the full life of the Obligations; and after receipt of such notice, First Southwest shall have no obligation to provide any services under this Agreement with respect to such excluded Obligations.

Effective Date of Agreement

7. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of five (5) years from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or First Southwest upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to First Southwest for services provided and extraordinary expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to the completion of its stated term, all records provided to First Southwest with respect to the investment of monies by the Issuer shall be returned to the Issuer as soon as practicable following written request by Issuer. In addition, the parties hereto agree that, upon termination of this Agreement, First Southwest shall have no continuing obligation to the Issuer regarding any arbitrage rebate related services contemplated herein, regardless of whether such services have previously been undertaken, completed or performed.

Acceptance of Agreement

8. This Agreement is submitted in duplicate originals. When accepted by the Issuer in accordance with the terms hereof, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and First Southwest for the purposes and the consideration herein specified. In order for this Agreement to become effective, it must be accepted by the Issuer within sixty (60) days of the date appearing below the signature of First Southwest's authorized representative hereon. After the expiration of such 60-day period, acceptance by the Issuer shall only become effective upon delivery of written acknowledgement and reaffirmation by First Southwest that the terms and conditions set forth in this Agreement remain acceptable to First Southwest.

Governing Law

9. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.

Acceptance will be indicated on both copies and the return of one executed copy to First Southwest.

Respectfully submitted,

FIRST SOUTHWEST ASSET MANAGEMENT, LLC

Hill A. Feinberg, Chairman & Chief Executive Officer

Date

ISSUER'S ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by

Hunt County Commissioners, on this the

APPENDIX A - FEES

The Obligations to be covered initially under this contract include all issues of tax-exempt obligations delivered subsequent to the effective dates of the rebate requirements, under the Code, except as set forth in Section I of the Agreement.

The fee for any Obligations under this contract shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Obligations fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by First Southwest to make that determination, no fee will be charged for such issue. For example, certain obligations are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Obligations fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by First Southwest if no calculations were required to make the determination.

First Southwest's fee for arbitrage rebate services is based upon a fixed annual fee per issue. The annual fee is charged based upon the number of years that proceeds exist subject to rebate from the delivery date of the issue to the computation date.

First Southwest's fees are payable upon delivery of the report. The first report will be made following one year from the date of delivery of the Obligations and on each computation date thereafter during the term of the Agreement. The fees for computations of the Arbitrage Amount which encompass more, or less, than one Computation Year shall be prorated to reflect the longer, or shorter, period of work performed during that period.

The fee for each of the Obligations included in this contract shall be based on the table below.

Additionally, due to significant time saving efficiencies realized when investment information is submitted in an electronic format, First Southwest passes the savings to its clients by offering a 10% reduction in its fees if information is provided in a spreadsheet or electronic text file format.

Description	Annual Fee
ANNUAL FEE	\$1,200
COMPREHENSIVE ARBITRAGE COMPLIANCE SERVICES INCLUDE:	
 Commingled Funds Analysis & Calculations Spending Exception Analysis & Calculations Yield Restriction Analysis & Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.) Parity Reserve Fund Allocations Transferred Proceeds Calculations Universal Cap Calculations Debt Service Fund Calculations (including earnings test when required) Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment Retention of Records Provided for Arbitrage Computations IRS Audit Assistance Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items 	INCLUDED
OTHER SERVICES AVAILABLE:	
IRS Refund Request – Update calculation, prepare refund request package, and assist issuer as necessary in responding to subsequent IRS Information Requests	\$750
Commercial Paper Calculations – Per allocated issue	\$1,600

EXPLANATION OF TERMS:

- a. Computation Year: A "Computation Year" represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year period thereafter. Therefore, if a calculation is required that covers more than one "computation year," the annual fee is multiplied by the number of computation years contained in the calculation being performed. If a calculation includes a portion of a computation year, i.e., if the calculation includes 1 ½ computation years, then the base fee will be multiplied by 1.5.
- b. Electronic Data Submission: The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.
- c. Variable/Floating Rate Bond Issues: Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. The additional complexity is primarily related to the computation of the bond yield, which must be calculated on a "bond year" basis. Additionally, the regulations provide certain flexibility in computing the bond yield and determining the arbitrage amount over the first IRS reporting period; consequently, increased calculations are required to determine which bond yield calculation produces the lowest arbitrage amount.
- d. Commingled Fund Allocations: By definition, a commingled fund is one that contains either proceeds of more than one bond issue or proceeds of a bond issue and non-bond proceeds (i.e., revenues) of \$25,000 or more. The arbitrage regulations, while permitting the commingling of funds, require that the proceeds of the bond issue(s) be "carved out" for purposes of determining the arbitrage amount. Additionally, interest earnings must be allocated to the portion of the commingled fund that represents proceeds of the issue(s) in question. Permitted "safe-harbor" methods (that is, methods that are outlined in the arbitrage regulations and, accordingly, cannot be questioned by the IRS under audit), exist for allocating expenditures and interest earnings to issues in a commingled fund. First Southwest uses one of the applicable safe-harbor methods when doing these calculations.
- e. **Debt Service Reserve Funds:** The authorizing documents for many revenue bond issues require that a separate fund be established (the "Reserve Fund") into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most cases, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in all rebate calculations.
- f. **Debt Service Fund Calculations:** Issuers are required under the regulations to analyze the invested balances in their debt service funds annually to determine whether the fund depletes as required during the year and is, therefore, "bona fide" (i.e., potentially exempt from rebate in that year). It is not uncommon for surplus balances to develop in the debt service fund that services an issuer's tax supported debt, particularly due to timing differences of when the funds were due to be collected versus when the funds were actually collected. First Southwest performs this formal analysis of the debt service fund and, should it be determined that a surplus balance exists in the fund during a given year, allocates the surplus balance among the various issues serviced by the fund in a manner that is acceptable under IRS review.
- g. Earnings Test for Debt Service Funds: Certain types of bond issues require an additional level of analysis for the debt service fund, even if the fund depletes as required under the regulations and is "bona fide." For short-term, fixed rate issues, private activity issues, and variable rate issues, the regulations require that an "earnings test" be performed on a bona fide debt service fund to determine if the interest earnings reached \$100,000 during the year. In cases where the earnings reach or exceed the \$100,000 threshold, the entire fund (not just the surplus or residual portion) is subject to rebate.
- h. Transferred Proceeds Calculations: When a bond issue is refinanced (refunded) by another issue, special services relating to "transferred proceeds" calculations may need to be performed. Under the regulations, when proceeds of a refunding issue are used to retire principal of a prior issue, a pro-rata portion of the unspent proceeds of the prior issue becomes subject to rebate and/or yield restriction as transferred proceeds of the refunding issue. The refunding issue essentially "adopts" the unspent proceeds of the prior issue for purposes of the arbitrage calculations. These

calculations are required under the regulations to ensure that issuers continue to exercise due diligence to complete the project(s) for which the prior bonds were issued.

- i. Universal Cap: Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. Simply stated, the value of investments allocated to an issue cannot exceed the value of all outstanding bonds of the issue. For example, this situation can occur if an issuer encounters significant construction delays or enters into litigation with a contractor. It may take months or even years to resolve the problems and begin or resume spending the bond proceeds; however, during this time the debt service payments are still being paid, including any scheduled principal payments. Thus, it's possible for the value of the investments purchased with bond proceeds to exceed the value of the bonds outstanding. In such cases, a "de-allocation" of proceeds may be required to comply with the limitation rules outlined in the regulations.
- j. Yield Restriction Analysis/Yield Reduction Computations: The IRS strongly encourages issuers to spend the proceeds of each bond issue as quickly as possible to achieve the governmental purpose for which the bonds were issued. Certain types of proceeds can qualify for a "temporary period," during which time the proceeds may be invested at a yield higher than the yield on the bonds without jeopardizing the tax-exempt status of the issue. The most common temporary period is the three-year temporary period for capital project proceeds. After the end of the temporary period, the proceeds must be yield restricted or the issuer must remit the appropriate yield reduction payment when due. First Southwest performs a comprehensive yield restriction analysis when appropriate for all issues having proceeds remaining at the end of the applicable temporary period and also calculates the amount of the yield reduction payment due to the IRS.



J. Colby Jackson Vice President

January 15, 2015

Mr. J.P. Hamilton County Auditor Hunt County, Texas P.O. Box 1097 Greenville, Texas 75403

Dear Mr. Hamilton:

We recently noted that our contract to perform arbitrage rebate services between Hunt County, Texas and First Southwest Asset Management, Inc. ("FirstSouthwest") will expire on March 8, 2015. Thanks to clients such as you, FirstSouthwest has gained a national reputation as a leading provider of arbitrage rebate compliance services.

FirstSouthwest has been providing comprehensive arbitrage rebate compliance services to the County since July 1999, and we value the opportunity to be of continued service to the County. We are committed to continuing to provide the County with a full range of compliance services tailored to the needs of the County.

We have enclosed two copies of the arbitrage rebate renewal contract, for your review. As you will note upon your review of the fee schedule contained in Appendix A, we are proposing a reduced fee for the contract renewal period consistent with the negative consent letter previously provided. In the current economic environment, investment options and strategies have become less complex. This translates to a reduced level of difficulty in the rebate calculations and time on our part to produce them. We believe that the County deserves to share in the benefit of the less time required; thus, we are passing the cost savings directly to you.

It is truly our privilege to partner with the County to ensure that current and future bond issues comply with the arbitrage rebate and yield restriction rules. At your convenience, please return one executed copy to us and retain the other executed copy for your records.

Should you have any questions, please do not hesitate to contact me at (800) 678-3792 or directly at (214) 953-8760.

Sincerely,

Colby Jackson

FILED FOR RECORD at was o'clock A

FEB 1 0 2015

STATE OF TEXAS **COUNTY OF HUNT §**

RESOLUTION # 13,561

A RESOLUTION IN SUPPORT OF ONLINE VOTING REGISTRATION.

WHEREAS, Texas voter registration laws require Voter Registrars to distribute, receive, decipher, process and archive millions of voter registration cards each year; and

WHEREAS, the current process for registering to vote on paper applications in Texas is inefficient, expensive and error ridden; and

WHEREAS, twenty-four states have already authorized their citizens to register to vote through online systems that have proven to be more secure, dramatically lower costs, more accurate and, for many voters, easier to access; and

WHEREAS, Texas already authorizes voters to electronically register to vote when obtaining and renewing drivers' licenses and updating voter information online at SOS.gov; and

WHEREAS, a Texas online voter registration system would be more secure because Texas drivers' license numbers as well as audit numbers that are unique to each TDL would be required in order to be able to register online; and

WHEREAS, online voter registration would enable state and local voter registrars to dramatically reduce mailing and data entry costs as demonstrated by a study of the Arizona Online Voter Registration System which determined that their costs were lowered from .83 cents per card to .03 cents; and

WHEREAS, online voter registration would enable voters in this state, which has one of the lowest voter registration rates in the nation, an easy online alternative to register to vote: and

WHEREAS, the Secretary of State would continue to reimburse counties the same amount for voter registration cards processed electronically or by paper; and

Attest:

County Clerk

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Commissioners Court of Hunt County, Texas adopts this resolution and urges the Texas Legislature to authorize Texans to have the option to register to vote by electronic means that conforms to the security requirements of the Texas Secretary of State and the Department of Public Safety

ADOPTED this 10th day of February, 2015.

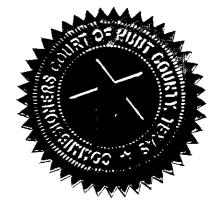
udge John L. Horn

Commissioner Evans

Commissioner McMahan

Commissioner Martin

Ommissioner Latham



Attest:

Jennifer Lindenzweig (

County Clerk

STATE OF TEXAS	§
	§
COUNTY OF HUNT	8

at 10:15 o'clock A	M
FEB 1 0 2015	
JENNIEED ! INDENTAGE	

RESOLUTION # 13,565



A RESOLUTION OF THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND' AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners Court of Hunt County, Texas desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest o Hunt County to apply for funding under the Texas Community Development Block Grant Program.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:

- 1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.
- 2. That the County's application be placed in competition for funding under the Community Development Fund.
- 3. That the application be for \$275,000.00 of grant funds to provide water service improvements in the Campbell Water Supply Corporation's service area.
- 4. That the Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters

Attest:

County Clerk

in connection with this application and the County's participation in the Texas Community Development Block Grant Program.

- 5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
- 6. That it further be stated that the Campbell Water Supply Corporation is committing \$13,750.00 from its General Fund as a cash contribution toward the construction activities of this water service improvements project.

PASSED & APPROVED this 10th day of February, 2015.

Commissioner Evans

Commissioner McMahan

Commissioner Martin

ømmissioner Latham

Attest:

Haufer hindersij

#13,544 **PROCLAMATION**

FEB 1 0 2015

FILED FOR RECORD



2015 Master Gardener Day

WHEREAS, the Hunt County Commissioner's Court is proud to honor the Master Gardener Volunteer Program of the Texas A&M Agrilife Extension Service for 19 years of providing volunteer work for the people of Hunt County; and

WHEREAS, this admirable program extends the ability of the Agriculture Extension Agent to reach the 87,048 citizens of Hunt County with a variety of educational programs on horticulture; and

WHEREAS, thirty-nine master gardeners have put in a total of 3,615.83 hours of volunteer work worth \$84,610.42 dollars to the people of Hunt County; and,

NOW, THEREFORE, BE IT PROCLAIMED BY THE COMMISSIONERS COURT OF THE COUNTY OF HUNT, hereby designates March 7, 2015 as Hunt County Master Gardener Day in Hunt County and commend the Hunt County Master Gardener's Program of the Texas A&M AgriLife Extension Service and the men and women who have made the program a success.

SIGNED this 10th day of February, 2015.

Judge John L. Horn

Commissioner Evans

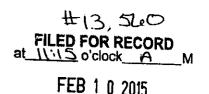
Commissioner McMahan

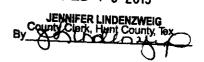
Commissioner Latham

ATTEST: Lingua Linder County Clerk

Delores Shelton, CIO, CCT Hunt County Treasurer

FY 11: Monthly Report, December 2014





The Treasurers' Monthly Report includes money received and disbursed as well as funds invested and debt due by Hunt County. The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled and approved by the County Auditor.

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) Month End Balance: \$16,191,676.15

Therefore, Delores Shelton, County Treasurer of Hunt County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

This report will be filed with accompanying reports this 23 day of December, 2014.

Delores Shelton, Hunt County Treasurer

Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(c)

John L. Horn, Hunt County Judge

Eric Evans, Pct #1

Jay Atkins, Commissioner, Pct 2

Jim Latham, Pct 4

Phillip Martin, Commissioner, Pct

Hunt County Treasurer Monthly Report December 2014

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	250,324.86	E 244 224 28	4 9 4 7 9 4 7 9 4	000 000 00	
10-Chase Investment		5,214,224.38	•	800,000.00	1,416,702.20
10-Chase Retirement	6,650,983.64	171.41	0.00	-800,000.00	5,851,155.05
10-Chase Retirement	261,788.42	6.55	-22,470.00	0.00	239,324.97
	1,046,325.94	37.11	0.00	0.00	1,046,363.05
10-TexStar Investment	216,822.41	9.21	0.00	0.00	216,831.62
10-InWood Nat'l Bank CD	552,663.24	431.53	0.00	0.00	553,094.77
10-TexPool Investment, Jail	1,630,343.05	1,665,070.89	0.00	0.00	3,295,413.94
10-General Fund Totals:	10,609,251.56	6,879,951.08	-4,870,317.04	0.00	12,618,885.60
20-Law Library	-13,623.50	17,549.00	-6,576.16		-2,650.66
21-R&B #1	39,351.27	182,641.76	-94,292.64	0.00	127,700.39
21-R&B #1, TexPool Invest.	275,091.24	9.77	0.00	0.00	275,101.01
21-R&B #1 Fund Totals:	314,442.51	182,651.53	-94,292.64	0.00	402,801.40
22-R&B #2	16,384.63	182,095.34	60 488 10	40,000,00	400.004.07
22-R&B #2, TexPool Invest.		•	-69,488.10	10,000.00	138,991.87
22-R&B #2 Fund Totals:		5.55	0.00	-10,000.00	154,171.56
22-R&B #2 Funu Totals:	180,550.64	182,100.89	-69,488.10	0.00	293,163.43
23-R&B #3	4,575.48	184,683.11	-66,940.47	20,000.00	142,318.12
23-R&B #3, TexPool Invest	168,313.09	5.39	0.00	-20,000.00	148,318.48
23-R&B #3 Fund Totals:	172,888.57	184,688.50	-66,940.47	0.00	290,636.60
24-R&B #4	3,008.68	186,241.76	-101,755.51	35,000.00	122,494.93
24-R&B #4, TexPool Invest	186,506.94	5.61	0.00	-35,000.00	•
24-R&B #4 Fund Totals:	189,515.62	186,247.37	-101,755.51	0.00	151,512.55
	100,010.02	100,247.07	-101,733.51	0.00	274,007.48
25-Health Private	67,747.51	4,903.00	-3,718.03		68,932.48
26-State Health Services	-82,627.89	44,794.53	-31,923.78		-69,757.14
27-Hunt County Grants	-77,580.94	503.54	-49,580.69		-126,658.09
68-JP, DDC Fee Fund	138,796.49	364.30	-694.13		138,466.66
71-DC Record Management	3,530.09	454.52	-5.28		3,979.33
70-Voter Admin 19	-645.00	0.00	0.00		-645.00
74-Elections Special	54,702.20	666.24	0.00		55,368.44
75-CA-DWI	8,097.59	535.87	0.00		8,633.46
81-CC Rec Mgt Preservation	98,149.26	16,386.00	-51,587.48	0.00	62,947.78
81-CC Rec Mgt Pr. TexPool	30,388.62	50,002.06	0.00	0.00	80,390.68
81-CC RMP Fund Totals:	128,537.88	66,388.06	-51,587.48	0.00	143,338.46
82-Courthouse Security	173,629.03	2,908.24	-17,619.06		158,918.21
83-Justice Court Sec.	75,176.93	215.02	-613.68		74,778.27

Hunt County Treasurer Monthly Report December 2014

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance	
84-District Clerk Archive	33,260.73	510.00	0.00		33,770.73	
85-Co & District Court Tech	8,932.79	298.08	0.00		9,230.87	
86-County Record Preserva	53,391.99	1,090.00	-13.19		54,468.80	
87-Justice Court Technolog	124,949.43	888.14	-890.73		124,946.84	
88-County Clerk Archive 89-County Record Mgt Pres	133,726.97 8,276.14	13,330.00 2,774.98	0.00 -1,816.15		147,056.97 9,234.97	
91-LEOSE	27,266.55	0.00	0.00		27,266.55	
95-Juv Prob. Center Fund 96-Juv Prob "A-Z" Grant	71,875.64 73,895.79	670,769.52 55,400.86	-112,537.44 -57,620.78		630,107.72 71,675.87	
50-Debt Service (I&S)	195,220.27	161,304.56	-1,200.00	0.00	355,324.83	
50-Debt Service TexPool Inv 50-Debt Service Fund Totals	332,581.62 527,801.89	11.81 161,316.37	0.00 -1,200.00	0.00	332,593.43 687,918.26	
61-Right of Way 61-Right of Way, TexPool Inv	14,535.59 49,262.28	0.00 1.77	0.00 0.00	0.00 0.00	14,535.59 49,264.05	
61-Right of Way Fund Totals:	63,797.87	1.77	0.00		63,799.64	
Total of Funds:	13,069,565.08	8,661,301.41	-5,539,190.34	0.00	16,191,676.15	
HUNT COUNTY DEBT						
!	Mo. Beginning		Balance Due		Pay Off Date	
Reserve State Comptroller* 2005 Refunding Bond Liability Comp Absence Totals:	891,244.89 5,050,000.00 317,191.83 6,258,436.72	-1,888.23 0.00 0.00 -1,888.23	889,356.66 5,050,000.00 317,191.83 6,256,548.49		03/2054 09/30/2019	

^{*1}st payment 4/2014-Sales Tax, Begin Balance: \$906,351.27

2014	TexPool	Tex Star	Chase	Retiree	InWood-CD
January	0.0273%	0.0303%	0.0700%	0.0500%	0.7500%
February	0.0283%	0.0318%	0.0700%	0.0500%	0.7500%
March	0.0299%	0.0400%	0.0700%	0.0500%	0.7500%
April	0.0336%	0.0379%	0.0500%	0.0300%	0.7500%
May	0.0244%	0.0273%	0.0500%	0.0300%	0.7500%
June	0.0284%	0.3220%	0.0500%	0.0300%	0.7500%
July	0.0313%	0.0323%	0.0500%	0.0300%	0.7500%
August	0.0352%	0.0350%	0.0500%	0.0300%	0.7500%
September	0.0333%	0.0317%	0.0500%	0.0300%	0.7500%
October	0.2680%	0.0385%	0.0500%	0.0300%	0.9500%
November	0.0286%	0.0387%	0.0500%	0.0300%	0.9500%
December	0.0418%	0.0501%	0.0300%	0.0300%	0.9500%

2013	TexPool	Tex Star	Chase	Retiree	InWood-CD
January	0.0986%	0.1103%	0.1500%	0.1500%	0.7500%
February	0.0935%	0.0996%	0.1500%	0.1500%	0.7500%
March	0.1047%	0.1125%	0.1500%	0.1500%	0.7500%
April	0.1022%	0.1038%	0.1500%	0.1500%	0.7500%
May	0.0715%	0.0723%	0.1500%	0.1500%	0.7500%
June	0.0576%	0.0614%	0.1500%	0.1500%	0.7500%
July	0.0531%	0.0487%	0.1500%	0.1500%	0.7500%
August	0.0437%	0.0474%	0.1500%	0.1500%	0.7500%
September	0.0394%	0.0390%	0.1500%	0.1500%	0.7500%
October	0.0498%	0.0434%	0.1200%	0.1200%	0.7500%
November	0.0446%	0.0405%	0.1200%	0.1200%	0.7500%
December	0.0372%	0.0357%	0.0700%	0.0500%	0.7500%
Average Rate:	0.0663%	0.0679%	0.1383%	0.1367%	0.7500%

2012	TexPool	Tex Star	Chase	InWood-CD
January	0.0875%	0.0902%	0.1500%	1.0000%
February	0.0903%	0.0986%	0.1500%	1.0000%
March	0.1150%	0.1148%	0.1500%	1.0000%
April	0.1110%	0.1098%	0.1500%	1.0000%
May	0.1246%	0.1273%	0.1500%	1.0000%
June	0.1395%	0.1379%	0.1500%	1.0000%
July	0.1316%	0.1359%	0.1500%	1.0000%
August	0.1313%	0.1326%	0.1500%	1.0000%
September	0.1572%	0.1574%	0.1500%	1.0000%
October	0.1657%	0.1746%	0.1500%	0.7500%
November	0.1564%	0.1720%	0.1500%	0.7500%
December	0.1506%	0.1647%	0.1500%	0.7500%
Average Rate:	0.1301%	0.1347%	0.1500%	0.9375%

#13,566 TxCDBG PROJECT AGREEMENT

STATE OF TEXAS

at 11:15 o'clock A

FEB 1 0 2015

FILED FOR RECORD

County of Hunt

JENNIFER LINDENZWEIG

County Gerk, Hunt County, Tex.

This AGREEMENT is made between COUNTY OF HUNT, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the Campbell Water Supply Corporation, hereinafter referred to as the SERVICE PROVIDER, acting through its Board of Directors. The term of this Agreement shall be from the start date of the TxCDBG contract to the end date of the TxCDGB contract. Either party may terminate this Agreement with thirty (30) days written notice to the other party. Pursuant to the Interlace Cooperation Act, Texas, Chapter 791, and V.A.T.S. Article –1, Section 2.010, the COUNTY agrees to provide grant funds budgeted for the construction of public water improvements from a County 2015/2016 Texas Community Development Block Grant Program Contract if awarded by the Texas Department of Agriculture, hereinafter referred to as the GRANT.

The SERVICE PROVIDER is authorized to bid and contract for the construction of public water improvements. The COUNTY will utilize GRANT funds if awarded, on behalf of the SERVICE PROVIDER as represented in the TxCDBG application. The SERVICE PROVIDER will be solely responsible for the continued maintenance and operation of the proposed public water improvements. The SERVICE PROVIDER agrees to offer public water service to the households connected to the improvements under its typical and standard service terms.

The parties further agree that the GRANT funds are provided by the COUNTY without warranty of any kind to the SERVICE PROVIDER or any third party, and the SERVICE PROVIDER hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement.

Nothing herein shall be construed to create any rights in third parties.

SIGNED and ENTERED this 10 day of FEDRUARY, 2015.

COUNTY OF HUNT, TEXAS

CAMPBELL WATER SUPPLY

CORPORATION

(SERVICE PROVIDER)

COUNTY-MIDGE

DDESIDENT

ATTEST:

ATTEST:

BY

BOARD SECRETAR

COURT CLERK

13,563 ESCROW TRUST AGREEMENT

FILED FOR RECORD at 1/1/15 o'clock A M

FEB 1 0 2015

THE STATE OF TEXAS
COUNTY OF HUNT COUNTY

JENNIFER LINDENZWEIG
By County Clerk, Hunt County, Tex.

This contract and agreement made and entered into on this the <u>26</u> day of January 2015, by and between Hunt County Commissioner Eric Evans, Precinct 1 and Mark Hoffman by hereinafter called "Purchaser".

WITNESSETH:

That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$3,750.00 for the purpose of constructing a certain site improvement, to wit:

Upgrade approximately 750 linear feet on CR1023 from dirt to rock

to be specifically used for the improvements of said road when adequate funding becomes available. The cost of said improvements shall be prepared by the Commissioner and agreed upon by the purchaser prior to the execution of this agreement. Upon receipt of payment, the County Treasurer shall forward a copy of the deposit warrant to the commissioner in charge of making said improvements. If for any reason the county has not completed said improvement within one hundred twenty (120) days from the date of execution of this agreement the escrowed road improvement funds shall, at the request of said purchaser, be returned to purchaser and this agreement shall than become void.

WHEREAS, said improvement is left to the sole discretion of the responsible commissioner.

IN TESTIMONY WHEREOF, the parties hereto have executed this contract and agreement on this the <u>2646</u> day of January 2015.

Commissioner signature

urchaser signature

1207 MARROW, AUEN, TX 75002

(Address of purchaser)