

Fleetcor Inc. PO Box 105080 Atlanta, GA 76101-1260

Phone: (800 877-0800 • Fax: (770) 453-3019

customerservice@fleetcor.com

世似,645(1)

MAY 23 2017

FILED FOR RECORD

JENNIFER LINDENZWEIG County, Fig. Hant County, TX

# ACCOUNT PRICE AGREEMENT – Hunt Count

#### **Pricing Agreement**

This Account Agreement ("Agreement") is subject to all appropriate laws, rules, and regulations of both the United States and is subject to the following pricing conditions. FleetCor reserves the right to change the terms and conditions at anytime with prior notice being given to Customer, and Customer having the right to terminate this agreement without penalty within 30 days of such notice.

- 1. All payments are due in accordance with FleetCor's Terms and Conditions.
- 2. Monthly billing for all purchases made during the FleetCor month due 14 days after invoice.

Fuel pricing will be calculated on a "cost plus" formula. "Cost Plus" is defined as the OPIS rack and brand information assigned to the network location, plus all state¹ taxes, plus freight, plus FleetCor standard administration charges that are currently \$.13 per gallon for regular unleaded gasoline and \$.13 for diesel. This administration charge provides weekly settlement to merchants, all transaction costs, standard data retrieval and report generation delivered electronically and supplies necessary for account maintenance. FleetCor reserves the right to increase or decrease such administrative charges from time to time depending on market factors, interest rates, inflation, etc.\*

Customer understands that FleetCor is a service company providing customers with electronic purchase and credit authorization, transaction processing, and management reporting services. Customer will be entitled to all the privileges of a FleetCor customer and may purchase fuel and any other goods or services, as authorized by FleetCor, at participating FleetCor locations throughout the United States.

Customer agrees that if Customer defaults in the timely payment of any invoiced amounts, past due amounts will bear interest/late fees in accordance with FleetCor's Terms and Conditions. Any disputed charges must be identified by Customer within 45-days of original invoice date. After 45-days, all charges are considered valid.

If Customer asks for a copy of any historic information pertaining to its account, Customer agrees to pay FleetCor's then-current retrieval/research fee that is computed on a per-hour basis with a two hour minimum for any report/data retrieval services.

To ensure effective communication among your Fleet Manager, your Accounts Payable Representative, and FleetCor, provide the requested contact information. Up-to-date information about your account will be communicated through these channels. If your account becomes past due or exceeds the assigned credit limit, the listed individual may be notified electronically to avoid a disruption in service. Upon approval of your FleetCor account, a test notice will be sent to each of the contacts. Please contact FleetCor customer service if any of this information changes, such as a new Accounts Payable or Fleet Manager contacts.

Customer agrees to the terms and provisions of this Agreement as set forth herein. Customer further agrees that, upon receipt of FleetCor access cards and driver identification numbers (DINs), Customer will verify that the Customer's census of persons designated to acquire fuel on the Customer's account is correct and complete. Moreover, Customer agrees to designate one or more persons that are authorized to make changes and will notify FleetCor in writing of the name(s) of such authorized person(s) and of any and all authorized changes in vehicles or personnel approved to acquire fuel for use by Customer's fleet. Customer also agrees to keep current its information on the designated and authorized personnel who may interact with FleetCor regarding Customer's account.

Effective date May 23, 2017, through May 22, 2018.

Agreed to and accepted this 9th day of May , 2017.

Hunt County, Texas

Signature: Printed Name: Wesley Williams

Date: MAY 9 2017

FleetCor Signature: Washington Date: MAY 9 2017

<sup>1</sup> Applicable state fees/taxes (Federal Tax Exempt)

**REVISION 052016** 

Signature Title:



Fleetcor Inc. PO Box 105080

Atlanta, GA 76101-1260

Phone: (800 877-0800 • Fax: (770) 453-3019

customerservice@fleetcor.com

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MAY 23 2017

JENNIFER LINDENZWEIG COUNTY HERK Hunt County, 72

### ACCOUNT PRICE AGREEMENT - Hunt County

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世14.645(1)

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Effective date May 23, 2017, through May 22, 2018.

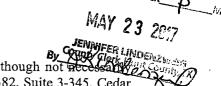
Agreed to and accepted this प्राप्त day	of MAY , 2017
Hunt County, Texas	John L. HORN
Signature: J. Lu	Printed Name: Wester Williams
Title: Coury Lade E	Date: MAY # 2017
FleetCor Signature: WWW DRODUCT/SUPPORT	Date: MMV 9 2017

**REVISION 052016** 

<sup>&</sup>lt;sup>1</sup> Applicable state fees/taxes (Federal Tax Exempt)

## #14,645(a)

#### LEASE AGREEMENT



This Agreement of Lease ("Lease") is effective as of June 15, 2017, although not recession executed on such date, by and between Phase 11 Investments, LP 445 East FM 1382, Suite 3-345, Cedar Hill TX 75104 ("Landlord") and The County of Hunt Pct 2, 2500 Lee Street Greenville, TX 75403 ("Tenant").

<u>Leased Premises</u>: Approximately 2 acres out of 91 acres in Caddo Mills, TX (Hunt County) located ¼ mile west of the intersection of FM 36 on the South Service Road of I-30.

Term: The term of this Lease is for one year, commencing on <u>June 15, 2017</u>. The Tenant shall have the option to renew this lease for a one (1) year period upon the mutual agreement of both the Landlord and the Tenant.

Rent: Tenant will pay Landlord annual rent of \$1,800 payable on the date of execution of this agreement.

<u>Use:</u> Tenant shall use the Leased Premises exclusively for <u>Stock Pile Land</u>. Tenant shall not make any other use of the property, or install any improvements, without the Landlord's written consent. Tenant shall not dump any garbage, waste, or debris on the premises and will keep it in clean condition. Tenant cannot sublet the property without the Landlord's consent.

<u>Termination:</u> Upon termination of this Lease, Tenant shall deliver to Landlord the Leased Premises in as good a condition as of the effective date of this Lease.

Addresses: All notices and rent shall be mailed to landlord at the following address:

Name:

Phase 11 Investments

Address:

445 East FM 1382

Suite 3-345

Cedar Hill, TX 75104

Phone:

214-405-3507

Fax:

214-853-5621

All notices shall be mailed to tenant at the following address:

Name:

Hunt County, Texas Pct 2

Address:

PO Box 1097

Greenville, TX 75403

Phone:

903-408-4195

Fax:

903-408-4298

Landlord is not responsible for any damage, loss or injury that results from the Tenant, Tenants agents, employees or contractors while using the property. Tenant agrees to indemnify and hold harmless Landlord from claims arising from any damage, loss or injury and from any loss, expense or liability, including attorney's fees.

LANDLORD:

Phase 11 Investments, LP

Kim Schwimmer, President and Chief Manager Tex Minn LLC, it's General Partner TENANT:

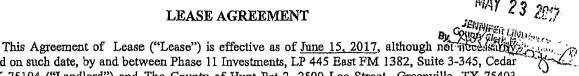
Hunt County, Texas

John L. Horn

Hunt County Judge

### #14,645(a)

#### LEASE AGREEMENT



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Leased Premises: Approximately 2 acres out of 91 acres in Caddo Mills, TX (Hunt County) located 1/4 mile west of the intersection of FM 36 on the South Service Road of I-30.

Term: The term of this Lease is for one year, commencing on June 15, 2017. The Tenant shall have the option to renew this lease for a one (1) year period upon the mutual agreement of both the Landlord and the Tenant.

Rent: Tenant will pay Landlord annual rent of \$1,800 payable on the date of execution of this agreement.

Tenant shall use the Leased Premises exclusively for Stock Pile Land. Tenant shall not make any other use of the property, or install any improvements, without the Landlord's written consent, Tenant shall not dump any garbage, waste, or debris on the premises and will keep it in clean condition, Tenant cannot sublet the property without the Landlord's consent.

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Fax:

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Greenville, TX 75403

Phone:

903-408-4195

Fax:

903-408-4298

Landlord is not responsible for any damage, loss or injury that results from the Tenant, Tenants agents, employees or contractors while using the property. Tenant agrees to indemnify and hold harmless Landlord from claims arising from any damage, loss or injury and from any loss, expense or liability, including attorney's fees.

LANDLORD:

Phase 11 Investments, LP

Kim Schwimmer

Kim Schwimmer, President and Chief Manager Tex Minn LLC, it's General Partner

Junt Com

John U. Horn

Hunt County Judge

### # 14,645 (3)



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the the terms and conditions of the policy, certain policies may require an certificate holder in lieu of such endorsement(s).					
PRODUCER	CONTACT Luana 1	Matthws			
Kaliff Insurance	PHONE (210)	829~7634	FAX	No): (210) 8	329-7636
2009 NW Military Hwy	E-MAIL ADDRESS: luana@kaliff.com				
Suite 103			RDING COVERAGE		NAIC#
San Antonio TX 78213			riters at Lloyd		IIAIO#
INSURED	INSURER B:	Onderwi	THE TAX A CONTRACT OF		
Hunt County Fair	INSURER C :				
PO BOX 1403	INSURER D :				
	INSURER E :				
Greenville TX 75403-1403	INSURER F:				
COVERAGES CERTIFICATE NUMBER:CL1751718			REVISION NUMBER	:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW H	AVE BEEN ISSUED T	O THE INSUR	ED NAMED ABOVE FO	R THE PO	DLICY PERIOD
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			PERSONAL & ADV INJURY		1,000,000
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X POLICY PRO- JECT LOC			PRODUCTS - COMP/OP A	GG \$	2,000,000
OTHER:				\$	
AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (Ea accident)	\$	
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ALL OWNED SCHEDULED AUTOS AUTOS			BODILY INJURY (Per accid	ent) \$	
AUTOS AUTOS NON-OWNED HIRED AUTOS AUTOS AUTOS			PROPERTY DAMAGE (Per accident)	\$	
				\$	
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ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			E.L. EACH ACCIDENT	\$	
(Mandatory in NH) If yes, describe under			E.L. DISEASE - EA EMPLO	YEE \$	
DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LI	MIT \$	
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CERTIFICATE HOLDER	CANCELLATION		MAY COUNTERLINDE	1	
cblue@huntcounty.net	JANGELLATION		By—A		-
52230,			DESCRIBED POLICIES E		
Hunt County	THE EXPIRATION ACCORDANCE W		EREOF, NOTICE WIL CY PROVISIONS.	L BE D	ELIVERED IN
c/o Purchasing Department PO BOX 1097					
Greenville, TX 75403-1097	AUTHORIZED REPRES	ENTATIVE			
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	Mitchell Kal:	Lff/LM	· minus	77. /	100



Randy Meeks, Sheriff 2801 Stuart Street Greenville, TX 75401 903 453.6800

#14,645 (4)

**MEMORANDUM** 

DATE:

05/09/17

TO:

Cheryl Lowry, Purchasing Department

FROM:

Alan Geer, Lt. Support Services

SUBJECT:

Surplus Vehicle, HC# 13567

COCK P

MAY 23 2017

JENNIFER LINDENZWEIG

By County Zight Hunt County X

It is requested the Commissioner's Court consider the City of Hawk Cove request for the Surplus 2009 Dodge Charger, VIN# 2B3KA43T49H639785

HC# 13567 Attached Equipment:

Kustom Signal Radar S/N DS25807

Body Guard Gun Mount

Code 3 Siren Box

S/N NN0000582

Whelen Light Bar /

Rear Deck Lights

**Body Guard Cage** 

Jotto Console

Randy Meeks, Sheriff 2801 Stuart Street Greenville, TX 75401 903.453.6800

# 14,645 (5)

**MEMORANDUM** 

DATE:

05/09/17

TO:

Cheryl Lowry, Purchasing Department

MAY 23 2017

FROM:

Alan Geer, Lt. Support Services

JENNYFER LINDENZWEIG

SUBJECT:

Surplus Vehicle, HC# 13568

It is requested the Commissioner's Court consider the City of Hawk Cove request for the Surplus 2009 Dodge Charger, VIN# 2B3KA43T09H642957

HC# 13568 Attached Equipment:

Kustom Signal Radar S/N DS25508

**Body Guard Gun Mount** 

Code 3 Siren Box

S/N NN0000394

Whelen Light Bar

Rear Deck Lights

**Body Guard Cage** 

Jotto Console



#### Randy Meeks, Sheriff Hunt County Sheriff's Office 2801 Stuart Street Greenville, TX 75401 (903) 453-6800 Main (903) 453-6832 Fax



### #H,445(6)

**MEMORANDUM** 

Date:

05/16/17

TO:

Cheryl Lowry, Purchasing Department

FROM:

Alan Geer, Lt. Support Services

SUBJECT

Surplus Vehicle, HC# 13572

at Jafled FOR RECORD

MAY 23 2017

JENNIEER LINDENZWEIG COUNTY FIRST COUNTY TX

It is requested the Commissioner's Court consider the Hunt County Tax Office request for the surplus 2010 Dodge Charger, VIN# 2B3AA4CT9AH119064, HC# 13572.

Attached Equipment:

Jotto Console

Power Steering needs work

**Emergency Equipment Removed** 

#14,648





North Central Texas Council of Governments

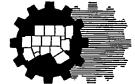
April 27, 2017

Notice of Intent to Participate: County Hazard Mitigation Action Plan (HazMAP) Update

We understand: the PDM grant provides 75% federal funds for this project, and requires 25% local match. Total match due for this grant is \$88,000, calculated to be shared equally among all 35 participants. Should any participant(s) opt out of the plan, match requirements will increase accordingly for remaining participants. As grant administrator, NCTCOG is fiscally responsible for ensuring match is collected and paid quarterly. NCTCOG anticipates full participation by your local team, and timely submission of in-kind match should meet overall match requirements. However, in the unlikely event your jurisdiction/entity does not meet match through in-kind, the remainder of your match share will be due in cash. This is to protect the financial liability of NCTCOG and all participating County jurisdictions and entities.

We agree to contribute a minimum of \$2,515 (see conditions above) to the \$88,000 total match due for the grant, and understand we will have the opportunity to submit all or some as in-kind. We understand time, mileage, and other costs incurred during planning are required to be documented on a NCTCOG supplied match form and submitted to NCTCOG on a quarterly basis to be used toward in-kind match. We further understand in-kind match may include any employee/volunteer time or costs incurred on the project which have a monetary value. Managerial rates for supervisors and above will be credited at \$36.55 per hour; other staff and volunteers will be credited at the approved non-managerial rate of \$22.22 per hour. Non-personnel costs such as travel or meeting rooms must be accompanied by support documentation (maps, room value per hour). Any unmet match and/or match deemed ineligible as in-kind will be due to NCTCOG in cash no later than Approved Pending Adoption status for the plan is granted by FEMA.

Personnel funded solely by federal grants may not count their time for grant match. If partially grant funded, only the percent salary/time not provided by federal grants is eligible for match.



#### North Central Texas Council of Governments

This letter is non-binding and is only intended for grant application and informational purposes. Once the grant is awarded, a formal Inter-local Agreement reiterating this information will be sent to all participants.



#### Texas Department of State Health Services

John Hellerstedt, M.D. Commissioner

May 8, 2017

# 14,649

The Honorable John L. Horn 2507 Lee St. Greenville, Texas 75401

Dear Judge Horn:

ar 13 FILED FOR RECORD

MAY 23 2017

JENNIFER LINDENZWEIG

County Clerk Hunt County, TX

Our records indicate that your Local Health Authority's term has expired or due to expire soon. I have enclosed the necessary forms to be completed to appoint a Local Health Authority for the **County of Hunt**. There are four separate forms with instructions:

- 1. "Statement of Elected/Appointed Officer"
- 2. "Oath of Office for Local Health Authority's in the State of Texas"
- 3. "Certificate of Appointment for a Local Health Authority"
- 4. Contact Information

All four original documents must be completed and sent to the Regional Office. We will forward a copy to our Central Office and to the Secretary of State's Office in Austin. The original documents shall remain on file at the Regional Office in Arlington.

Please have your local health authority list all contact information to include work phone number, work fax number, home phone, cell phone, pager and email address on the contact information sheet enclosed and return with the other documents. This information is extremely important in order to disseminate health alerts and advisories in a prompt and timely manner.

Together, Texas Department of State Health Services and all Local Health Authorities, now have a duty to our community, state, nation and profession to protect public health. If you have any questions, you may contact me at 817-264-4502.

Sincerely,...

R. Morris

Rosylyn Morris
Regional Administration
Texas Department of State Health Services
Health Service Region 2/3
1301 South Bowen Road, Suite 200
Arlington, TX 76013
817-264-4502

Fax: 817-264-4506

rm

Enclosure/s





# Certificate of Appointment For a

## **Health Authority**

The Health Authority has been appointed and approved by the:

(Check the appropriate designation below)	
Commissioners Court for Hunt	County
Governing Body for the Municipality of	
Director,	Health Department
Director,	Public Health District
(Check the appropriate designation below)  County Judge or Designee  Mayor or Designee	, acting in my capacity as:
Non-physician and the Local Health DepartmentNon-physician and the Public Health District Dir	Director ector
do hereby certify the physician, Dr. Gilla Quantile by the Texas Board of Medical Examiners, was duly appointed a Health Authority	is the (check as applicable),
for the jurisdiction of Health Authority Designee	Texas.
Date term of office begins $5-23-$ , $2017$	
Date term of office ends 5-23, 2019, unless	s removed by law.
I certify to the above information on this the 23 day of 1	VAL , 20[7
Det for	
Signature of Appointing Official	

Revised by DSHS Division of Regional and Local Health Services, May 20, 2016



817-264-4502

### Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Local Health Authority Contact Information

Name: Sin Rushing Date: 51817
County/City: Hunt Greenville
Home Phone: (93) 455 - 6223 Home Fax: ( )
Work Phone: (123) 455-3500 Work Fax: (123) 455-359
Cell Phone: (123) 217 - 8709 24/Emergency: (103) 27 - 8709
E-Mail Address: QS rushing e general. com
These numbers will be kept confidential and only those with authority will be contacting you. It is very important that we contact you in case of an event. If you should have to change your contact information please contact Rosylyn Morris at 817-264-4502, rosylyn.morris@dshs.state.tx.us.
Thank you for your cooperation,
at A PILED FOR RECORD  o'clock A M
Rosylyn Morris
exas Department of State Health Services  lealth Service Region 2/3
301 South Bowen Road, Suite 200



MAY 23 2017

JENNIFER LINDENZWEIG

By County Cert Fount County, 12

# OATH OF OFFICE

# For Health Authorities in the State of Texas

1,	la Kushine	
affirm), that I will fa	ithfully execute the duti	es of the office of Health Authority of
the State of Texas an	d will to the best of my	es of the office of Health Authority of
the Constitution and I	aws of the United States	ability, preserve, protect, and defend and of this State, so help me God.
, ,	Onited States	and of this State, so help me God.
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	Affiant	3
	10601	Woodh 75402
÷	Mailing Address	ZIP
	903	217 3709
	(Area Code) Phone Nun	nber (day and evening)
	_ gsrushi	L@ geusnet.com
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CONTY, TENBERS	Title	207070

Revised by DSHS Division for Regional and Local Health Services, June 3, 2016





### THE STATE OF TEXAS

# Statement of Elected/Appointed Officer

(Please type or print legibly) do solemnly swear (or affirm) that I have not directly or indirectly paid offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God. Affianced Signature Printed Name Position to Which Elected/Appointed oseenville City and/or County SWORN TO and subscribed before me by affiant on this Signature of Person Au Korized to Administer Oaths/Affidavits **Printed Name** 



### APPOINTMENT OF HEALTH AUTHORITY General Instructions

The Texas Department of State Health Services (DSHS) provides support for the appointment of Health Authorities in Texas and maintains the database of appointments. Other DSHS responsibilities include coordination of training activities and availability of reference tools to ensure Health Authorities understand the roles and responsibilities of their office to serve their local communities.

#### **Definition and Term of Office**

In accordance with <u>Texas Health and Safety Code § 121.021</u>, a Health Authority is a physician appointed to administer state and local laws relating to public health within the appointing body's jurisdiction. A Health Authority serves for a term of two years and may be appointed to successive terms.

Health authorities can be appointed by the following:

- Commissioners courts
- Governing bodies of municipalities
- · Local health department directors who are not physicians
- Public health district directors who are not physicians

#### **Duties**

Under Texas Health and Safety Code § 121.024, a Health Authority is a state officer when performing duties prescribed by state law. A Health Authority shall perform each duty necessary to implement and enforce a law to protect the public health or prescribed by DSHS. Duties include (1) establishing, maintaining, and enforcing quarantine in the Health Authority's jurisdiction; (2) aiding DSHS in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the Health Authority's jurisdiction; (3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the Health Authority's jurisdiction as prescribed by DSHS; (4) reporting on any subject on which it is proper for DSHS to direct that a report be made; and (5) aiding DSHS in the enforcement of proper rules, requirements, and ordinances; sanitation laws; quarantine rules; and vital statistics collections.

#### **Required Forms**

Each newly appointed Health Authority must file copies of three forms with the Regional Medical Director for the respective DSHS Health Service Region immediately after appointment to office:

- 1. **Statement of Appointed/Elected Officer:** Constitutional oath that the Health Authority did not give or promise any material, financial, or other reward in return for the appointment.
- 2. Oath of Office: Constitutional oath to execute the duties of the office of Health Authority.
- 3. Certificate of Appointment. Statutory certification from the appointing entity.

#### Questions

If you have questions regarding the Health Authority appointment process or about completing the forms, please contact your <u>DSHS Health Service Region office</u> or the DSHS Division for Regional & Local Health Services office in Austin at (512) 776-7770. See links below for contact information:

<u>Texas Department of State Health Services Health Service Region Offices</u>. This site includes the information to locate the Regional Medical Director for the appropriate Health Service Region, including addresses, telephone numbers, FAX numbers, and maps of the DSHS Health Service Region Offices.

Map of DSHS Health Service Regions. This page provides a map showing the regional boundaries.

### Instructions for Completing and Filing the Oath of Office

#### **EXECUTION OF THE OATH OF OFFICE**

Pursuant to  $\underline{\text{Texas Constitution art. XVI, § 1}}$  (b) and (c), the Oath of Office may not be taken until a signed Statement of Elected/Appointed Officer has been completed and filed.

#### **ADMINISTRATION OF THE OATH OF OFFICE**

The Oath of Office may be administered by anyone authorized under the provisions of  $\underline{\text{Texas Government Code § 602.002}}$ . Commonly used officials include notaries public and judges.

The seal of the person administering the Oath should be visible. If the person is a notary public,  $\underline{\text{Texas Government Code § 406.013}}$  requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods."

#### COMPLETION OF THE OATH OF OFFICE FORM

After the Oath of Office has been administered by a properly designated official, the newly appointed Health Authority should enter his/her name in the appropriate area of the form, sign the form and enter his/her mailing address and telephone number. The person administering the oath should then enter the date on which the oath was administered, enter his/her signature, printed name and title. The seal of the person administering the oath should be affixed in the designated area of the form.

#### FILING OF THE OATH OF OFFICE

Once the Oath of Office form has been completed and signed by both the Health Authority and the administering official, a copy should be mailed to the Regional Medical Director for the respective Health Service Region of the Texas Department of State Health Services.

Please direct any questions regarding the Oath of Office form and instructions to your <u>DSHS Health Service Region office</u> or to the DSHS Division for Regional & Local Health Services office in Austin at (512) 776-7770.

#### Instructions for Completing and Filing the Statement of Elected/Appointed Officer

NOTE: This form must be completed and signed by the newly appointed Health Authority BEFORE the Oath of Office and Certificate of Appointment forms can be completed and filed.

#### **GENERAL INFORMATION**

ALL information must be typed or written legibly.

This document may be sworn to before anyone authorized by <u>Texas Government Code § 602.002</u> to administer oaths and affidavits. Commonly used officials include notaries public and judges. The seal of the person administering the oath should be visible. If the person is a notary public, <u>Texas Government Code § 406.013</u> requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods."

#### COMPLETION OF THE STATEMENT OF ELECTED/APPOINTED OFFICER FORM

Upon making the sworn statement, the newly appointed Health Authority must enter his full name on the appropriate line, and enter the required signature, office to which appointed, and city/county to be served. The official witnessing the oath should complete the date the sworn statement is taken, and then enters his/her signature, printed name and title. The seal of the appointing official should be affixed in the area designated.

#### FILING OF THE STATEMENT OF ELECTED/APPOINTED OFFICER

Once the Statement of Elected/Appointed Officer has been completed and signed by both the Health Authority and the administering official, a copy should be mailed to the Regional Medical Director for the respective Health Service Region of the Texas Department of State Health Services.

Please direct any questions regarding this Statement of Elected/Appointed Officer form and instructions to your <u>DSHS Health Service Region office</u> or to the DSHS Division for Regional and Local Health Services office in Austin at (512) 776-7770.

# # 14,450

### **Delores Shelton, CIO, CCT Hunt County Treasurer**

FY 11: Monthly Report, April 2017



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: \$30,438,163.45

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 May, 2017.

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)

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Horn, Hunt County Judge

Eric Evans, Comm., Pct #1

Tod McMahan, Comm., Pct #2

Phillip Martin Comm Pct #3

Jim Latham, Comm., Pct #4

# Hunt County Treasurer Monthly Report April 2017

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	8,844,630.71	886,054.08	-2,228,796.02	0.00	7,501,888.77
10-TexPool Investment	7,224,819.70	4,228.79	0.00	0.00	7,229,048.49
10-TexStar Investment	4,225,546.30	2,479.57	0.00	0.00	4,228,025.87
10-InWood Nat'l Bank CD	567,424.88	602.40	0.00	0.00	568,027.28
10-InWood Nat'l Bank CD-2	508,911.81	540.28	0.00	0.00	509,452.09
10-TexPool Investment, Jail	3,163,630.82	1,851.73	0.00	0.00	3,165,482.55
10-General Fund Totals:	24,534,964.22	895,756.85	-2,228,796.02	0.00	23,201,925.05
15-Exchange Bldg	375,775.61	46,910.80	-22,504.59		400,181.82
20-Law Library	35,627.99	1,795.00	-13,424.77		23,998.22
21-R&B #1	105,970.58	30,621.09	-98,288.61	0.00	38,303.06
21-R&B #1, TexPool Invest		633.28	0.00	0.00	1,073,025.21
21-R&B #1 Fund Totals:	1,178,362.51	31,254.37	-98,288.61	0.00	1,111,328.27
22-R&B #2	69,860.40	30,583.68	-122,542.71	50,000.00	27,901.37
22-R&B #2, TexPool Invest	1,086,827.78	630.61	0.00	-50,000.00	1,037,458.39
22-R&B #2 Fund Totals:	1,156,688.18	31,214.29	-122,542.71	0.00	1,065,359.76
23-R&B #3	84,952.82	34,152.87	-82,620.24	0.00	36,485.45
23-R&B #3, TexPool Invest	925,757.32	546.91	0.00	0.00	926,304.23
23-R&B #3 Fund Totals:	1,010,710.14	34,699.78	-82,620.24	0.00	962,789.68
24-R&B #4	90,241.85	30,621.13	-82,057.94	0.00	38,805.04
24-R&B #4, TexPool Invest_		767.51	0.00	0.00	1,308,183.66
24-R&B #4 Fund Totals:	1,397,658.00	31,388.64	-82,057.94	0.00	1,346,988.70
25-Health Private	43,766.34	1,969.88	-2,656.25		43,079.97
26-State Health Services	-57,777.21	35,497.72	-30,544.10		-52,823.59
27-Hunt County Grants	-51,799.71	4,687.97	-49,303.21	•	-96,414.95
45-Capital Improvement	-184,923.21	0.00	-71,951.95		-256,875.16
68-JP, DDC Fee Fund	141,294.42	626.16	-1,102.56		140,818.02
71-DC Record Managmnt	11,901.80	183.75	-784.95		11,300.60
70-Voter Admin 19 74-Elections Special	0.00 61,061.93	0.00 0.00	0.00 0.00		0.00 61,061.93
75-CA-DWI	13,574.31	109.99	0.00	-	13,684.30
81-CC Rec Mgt Preservatic	478,386.70	12,984.18	-22,186.36		469,184.52
82-Courthouse Security 83-Justice Court Sec.	31,523.39 66,555.20	2,516.80 322.94	-1,566.31 -411.86		32,473.88 66,466.28

### Hunt County Treasurer Monthly Report April 2017

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	34,991.24	290.00	0.00		35,281.24
85-Co & District Court Tec	2,815.02	387.77	0.00		3,202.79
86-County Record Preserv	85,160.95	490.00	0.00		85,650.95
87-Justice Court Technolo	59,741.30	1,291.82	-861.96		60,171.16
88-County Clerk Archive 89-County Record Mgt Pre	477,125.72 17,469.52	10,700.00 1,030.77	0.00 0.00		487,825.72 18,500.29
91-LEOSE	54,223.12	0.00	-844.80		53,378.32
95-Juv Prob. Center Fnd 96-Juv Prob "A-Z" Grant	785,866.86 77,669.29	138.16 60,837.88	-35,777.73 -53,940.91		750,227.29 84,566.26
50-Debt Service (I&S) 50-Debt Service TexPool Ir	151,779.74 143,871.71	10,011.62 84.26	0.00 0.00	0.00	161,791.36
50-Debt Service Fund Tota	295,651.45	10,095.88	0.00	0.00	143,955.97 305,747.33
61-Right of Way FundTxPoc	9,079.46	5.34	0.00		9,084.80
Total of Funds:	32,143,144.54	1,217,186.74	-2,922,167.83	0.00	30,438,163.45

HI	IIN	r cc	HIN.	TY N	<b>EBT</b>

	Mo. Beginning	Payment	Balance Due
Reserve State Comptroller	838,453.73	-1,888.23	836,565.50
Reserve St Comptroller II	195,350.82	-2,960.00	192,390.82
2015 Tax Notes	1,955,000.00	0.00	1,955,000.00
Series 2015 Refund Bonds	2,005,000.00	0.00	2,005,000.00
Bond Premium Payable	43,592.41	0.00	43,592.41
Liability Comp Absence	406,120.00	0.00	406,120.00
R&B 2 Equipmnt BB&T	261,833.63	-12,348.75	249,484.88
R&B 2 Equipmnt SPFC	186,599.31	-8,772.19	177,827.12
R&B 3 Equipmnt SPFC	330,667.68	-7,120.32	323,547.36
OPEB Pension Liability	5,213,720.00	0.00	5,213,720.00
Totals:	11,436,337.58	-33,089.49	11,403,248.09

2017		TexPool	Tex Star			InWood-CD	InWood-CD
January		0.5385%	0.5452%	Ï	$\sqcap$	1.25%	1.25%
February		0.5591%	0.5533%			1.25%	1.25%
March		0.6222%	0.6269%		П	1.25%	1.25%
April		0.7121%	0.7140%			1.25%	1.25%
May					$\Pi^{-}$		
June	П				$\Pi$		
July	П				TI -	1	<u> </u>
August							-
September							1
October					11	 	
November					$\sqcap$		
December							

2016	TexPool	Tex Star	InWood-CD	InWood-CD
January	0.2674%	0.2713%	 1.25%	1.25%
February	0.3010%	0.3147%	1.25%	1.25%
March	0.3273%	0.3450%	1.25%	1.25%
April	0.3380%	0.3696%	1.25%	1.25%
May	0.3399%	0.3664%	1.25%	1.25%
June	0.3633%	0.3927%	1.25%	1.25%
July	0.3690%	0.3861%	1.25%	1.25%
August	0.3737%	0.3990%	1.25%	1.25%
September	0.3799%	0.4123%	1.25%	1.25%
October	0.3828%	0.4202%	1.25%	1.25%
November	0.3987%	0.4144%	1.25%	1.25%
December	0.4570%	0.4815%	1.25%	1.25%

2015	TexPool	Tex Star	Chase	Retiree	InWood-CD	InWood-CD	ANB
January	0.0465%	0.0542%	0.0300%	0.0300%	0.95%		
February	0.0441%	0.0548%	0.0300%	0.0300%	0.95%		· · · · · · · · · · · · · · · · · · ·
March	0.0480%	0.0604%	0.0300%	0.0300%	0.95%		
April	0.0524%	0.0701%	0.0300%	0.0300%	0.95%		
May	0.0553%	0.0643%	0.0300%	0.0300%	0.95%		
June	0.0575%	0.0719%	0.0000%	0.0000%	0.95%		0.25%
July	0.0630%	0.0722%	Moved to AN	B	0.95%		0.15%
August	0.0716%	0.0823%	11 11		0.95%		0.15%
September	0.0850%	0.0994%			0.95%		
October	0.0966%	0.1099%			1.25%	1.25%	
November	0.1105%	0.1155%			1.25%	1.25%	
December	0.1863%	0.1868%			1.25%	1.25%	

2014		TexPool	Tex Star	Chase	Retiree	InWood-CD
January		0.0273%	0.0303%	0.0700%	0.0500%	0.75%
February	П	0.0283%	0.0318%	0.0700%	0.0500%	0.75%
March		0.0299%	0.0400%	0.0700%	0.0500%	0.75%
April		0.0336%	0.0379%	0.0500%	0.0300%	0.75%
May	П	0.0244%	0.0273%	0.0500%	0.0300%	0.75%

# 14,651

**HUNT COUNTY** 

**INVESTMENT POLICY** 

May 2017

FILED FOR RECORD

MAY 23 2017

JENNIFER LINDENZWEIG By Sunty Clerk, Hunt County, J

It is the policy of Hunt County that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, formal Investment Policy and informal investment strategy.

Effective cash management is recognized as essential to good fiscal management. Aggressive cash management and effective investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all County funds. The County's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this policy.

#### **SCOPE**

This Investment Policy applies to all of the investment activities of Hunt County. This policy establishes guidelines for those authorized to invest funds, for how County funds will be invested and for when and how a periodic review of investments will be made. In addition to this policy, bond funds (as defined by the Internal Revenue Service) shall be managed by their governing resolution and all applicable State and Federal Law.

#### SAFETY OF PRINCIPAL

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure that capital losses are avoided, whether they are from securities defaults or erosion of market value.

#### MAINTENANCE OF ADEQUATE LIQUIDITY

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; and maintains appropriate portfolio diversification. "THE COUNTY AUDITOR SHALL COORDINATE WITH THE COUNTY TREASURER AND ADVICE WHEN FUNDS ARE AVAILABLE FOR INVESTMENT AND REQUIRED MATURITY DATE, OR WITHDRAWAL."

#### RETURN ON INVESTMENTS

Consistent with Article 4413(34) © V.A.S., the County "shall invest local funds in investments which yield the highest possible rate of return while providing necessary protection of the principal consistent with the operating requirements as determined by the governing body."

For bond proceeds to which Federal yield or arbitrage restrictions apply, the primary objectives shall be to obtain maximum market yields and to minimize the costs associated with the investment of such funds within the constraints of all applicable regulations.

#### STANDARD OF CARE

The standard of care used by Hunt County shall be the "prudent person rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraint. The Public Funds Act 2256.006(a) states:

"Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and as the probable income to be derived."

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the County.

#### **ELIGIBLE INVESTMENTS**

Investments described below are authorized by the Public Funds Investment Act of 1987 (Article 842 a-2, Texas Revised Civil Statutes), as mended as eligible securities for the County. County funds governed by the policy may be invested in:

- 1. Obligations of the United States or its agencies and instrumentalities.
- 2. Repurchase Agreements, (Sweep), and or Certificates of deposit issued by State and National banks domiciled Texas that are:
  - a. guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or secured by obligations that are described by item 1 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities that have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the County; except no CMO's are to be used for collateral.
  - b. governed by a Depository Contract that complies with Federal and State regulation to properly secure a pledged security interest.
- 3. SEC-registered money market mutual funds with a dollar-weighted average portfolio maturity of 90 days or less: whose assets consist exclusively of the obligations that are eligible under the Public Funds Investment Act, as amended; that fully invest dollar-for dollar all County funds without sales commissions or loads; and, whose investments objectives include seeking to maintain a stable net asset value of \$1 per share. The County may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.
- 4. Local government investment pool organized in accordance with the Interlocal Cooperation Act (Article 4413 (32c), V.T.C.S.) as amended, whose assets consist exclusively of the obligations of the United States or its agencies and instrumentalities and repurchase agreements involving those same obligations, money market mutual funds registered with and regulated by the United States Securities and Exchange Commission (SEC), is rated "AAA" or the equivalent, maintains a dollar-weighted average stated maturity of 90 days or less and a dollar-weighted average maturity of 60 days or less, and whose investment philosophy and strategy are consistent with the policy and the County's ongoing investment strategy.

#### PROTECTION OF PRINCIPAL

The County shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the policy; by qualifying the broker, dealer and financial institution with whom the County will transact; by collateralization as required by law; and through portfolio diversification by maturity and type.

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines by fund are as follows:

#### a. **OPERATING FUND**

The weighted average days to maturity for the operating fund portfolio shall be less than 367 days.

#### b. **BOND PROCEEDS**

The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by Federal tax law.

#### c. **DEBT SERVICE FUNDS**

Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officers shall invest in such a manner as not to exceed an "unfunded" debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.

#### d. BOND RESERVE FUNDS

Market conditions, Bond Resolution constraints and, if applicable, Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy. Maturity limitation shall generally not exceed the call provisions of the Bond Resolution and shall not exceed the final maturity of the bond issue.

#### e. OTHER FUNDS

The anticipated cash requirements of other County funds will govern the appropriate maturity mix. Appropriate portfolio strategy shall be determined based on market conditions, policy compliance, County financial condition, and risk/return constraints. Maximum maturity shall not exceed five years.

#### **COLLATERALIZATION**

Consistent with the requirements of State law, the County requires all bank and other deposits to be federally insured or collateralized with eligible securities as noted below. Financial institutions serving as County Depositories will be required to sign a Depository Agreement with the County and the County's safekeeping agent. The safekeeping portion of the Agreement shall define the County's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State Regulations, including:

- 1. the Agreement must be in writing;
- 2. the Agreement has to be executed by the Depository and the County contemporaneously with the acquisition of the asset;
- 3. the Agreement must be approved by the Board of Directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the County;
- 4. the Agreement must be part of the Depository's "official record" continuously since its executions.

#### ALLOWABLE COLLATERAL

Certificates of Deposit – Eligible securities for collateralization of deposits are defined as obligations of the United States or its agencies and instrumentalities that are acceptable under the "Public Funds Collateral Act," as amended. No CMO's shall be allowed as collateral.

#### **SAFEKEEPING**

The County shall contract with a financial institution(s) for the safekeeping of securities either owned by the County as a part of its investment portfolio or as part of its depository agreement(s). All collateral securing deposits must be held by a third-party banking institution acceptable to and under contract with the County.

#### **AUTHORITY TO INVEST**

The County Judge, County Treasurer and County Auditor are the "Investment Officers" of the County. The County Treasurer will process all investments unless by agreement of both County Judge and County Auditor which will result in a written notification to the Treasurer or her first assistant. As Investment Officers, they are authorized to invest, transfer, execute documentation, and otherwise manage County funds according to this policy. Subject to Commissioners Court approval, the Investment Officers may also contract with an Investment Advisor to assist the County in the development and implementation of an effective investment policy and strategy. The Investment Officers shall meet standard educations requirements as stated in PFIA Chapter 2256.

#### PRUDENT INVESTMENT MANAGEMENT

The Investment Officers shall perform their duties in accordance with this Investment Policy. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

#### REPORTING

Investment performance will be monitored and evaluated by the Investment Officers. The Investment Officers will provide a quarterly report as well as annual comprehensive report to the County Commissioners Court.

This Investment Policy shall be in full force and effect from and after its approval by the Commissioner Court of Hunt County, Texas.

PASSED and APPROVED this the 28 day of June 2	2017 2 <del>016</del> .
Eric Evans, Commissioner Pct. 1	Phillip Martin, Commissioner Pct. 3
Todd McMahan, Commissioner Pct. 2	Jim Latham, Commissioner Pct. 4
John L. Horn, H	unt County Judge
Prepared and submitted by: Delores Shelton, Hunt Co	ounty Treasurer
ATTEST:	
Jennifer Lindenzweig, County Clerk	

世 14,651

**HUNT COUNTY** 

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MAY 2 6 2017

**INVESTMENT POLICY** 

May 2017

JENNIFER LINDENZWEIG
By County Cerk, Hunt County, TX

It is the policy of Hunt County that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, formal Investment Policy and informal investment strategy.

Effective cash management is recognized as essential to good fiscal management. Aggressive cash management and effective investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all County funds. The County's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this policy.

#### **SCOPE**

This Investment Policy applies to all of the investment activities of Hunt County. This policy establishes guidelines for those authorized to invest funds, for how County funds will be invested and for when and how a periodic review of investments will be made. In addition to this policy, bond funds (as defined by the Internal Revenue Service) shall be managed by their governing resolution and all applicable State and Federal Law.

#### SAFETY OF PRINCIPAL

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure that capital losses are avoided, whether they are from securities defaults or erosion of market value.

#### MAINTENANCE OF ADEQUATE LIQUIDITY

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; and maintains appropriate portfolio diversification. "THE COUNTY AUDITOR SHALL COORDINATE WITH THE COUNTY TREASURER AND ADVICE WHEN FUNDS ARE AVAILABLE FOR INVESTMENT AND REQUIRED MATURITY DATE, OR WITHDRAWAL."

#### **RETURN ON INVESTMENTS**

Consistent with Article 4413(34) © V.A.S., the County "shall invest local funds in investments which yield the highest possible rate of return while providing necessary protection of the principal consistent with the operating requirements as determined by the governing body."

For bond proceeds to which Federal yield or arbitrage restrictions apply, the primary objectives shall be to obtain maximum market yields and to minimize the costs associated with the investment of such funds within the constraints of all applicable regulations.

#### STANDARD OF CARE

The standard of care used by Hunt County shall be the "prudent person rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraint. The Public Funds Act 2256.006(a) states:

"Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and as the probable income to be derived."

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the County.

#### **ELIGIBLE INVESTMENTS**

Investments described below are authorized by the Public Funds Investment Act of 1987 (Article 842 a-2, Texas Revised Civil Statutes), as mended as eligible securities for the County. County funds governed by the policy may be invested in:

- 1. Obligations of the United States or its agencies and instrumentalities.
- 2. Repurchase Agreements, (Sweep), and or Certificates of deposit issued by State and National banks domiciled Texas that are:
  - a. guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or secured by obligations that are described by item 1 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities that have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the County; except no CMO's are to be used for collateral.
  - b. governed by a Depository Contract that complies with Federal and State regulation to properly secure a pledged security interest.
- 3. SEC-registered money market mutual funds with a dollar-weighted average portfolio maturity of 90 days or less: whose assets consist exclusively of the obligations that are eligible under the Public Funds Investment Act, as amended; that fully invest dollar-for dollar all County funds without sales commissions or loads; and, whose investments objectives include seeking to maintain a stable net asset value of \$1 per share. The County may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.
- 4. Local government investment pool organized in accordance with the Interlocal Cooperation Act (Article 4413 (32c), V.T.C.S.) as amended, whose assets consist exclusively of the obligations of the United States or its agencies and instrumentalities and repurchase agreements involving those same obligations, money market mutual funds registered with and regulated by the United States Securities and Exchange Commission (SEC), is rated "AAA" or the equivalent, maintains a dollar-weighted average stated maturity of 90 days or less and a dollar-weighted average maturity of 60 days or less, and whose investment philosophy and strategy are consistent with the policy and the County's ongoing investment strategy.

#### PROTECTION OF PRINCIPAL

The County shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the policy; by qualifying the broker, dealer and financial institution with whom the County will transact; by collateralization as required by law; and through portfolio diversification by maturity and type.

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines by fund are as follows:

#### a. OPERATING FUND

The weighted average days to maturity for the operating fund portfolio shall be less than 367 days.

#### b. BOND PROCEEDS

The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by Federal tax law.

#### c. **DEBT SERVICE FUNDS**

Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officers shall invest in such a manner as not to exceed an "unfunded" debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.

#### d. BOND RESERVE FUNDS

Market conditions, Bond Resolution constraints and, if applicable, Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy. Maturity limitation shall generally not exceed the call provisions of the Bond Resolution and shall not exceed the final maturity of the bond issue.

#### e. OTHER FUNDS

The anticipated cash requirements of other County funds will govern the appropriate maturity mix. Appropriate portfolio strategy shall be determined based on market conditions, policy compliance, County financial condition, and risk/return constraints. Maximum maturity shall not exceed five years.

#### **COLLATERALIZATION**

Consistent with the requirements of State law, the County requires all bank and other deposits to be federally insured or collateralized with eligible securities as noted below. Financial institutions serving as County Depositories will be required to sign a Depository Agreement with the County and the County's safekeeping agent. The safekeeping portion of the Agreement shall define the County's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State Regulations, including:

- 1. the Agreement must be in writing;
- 2. the Agreement has to be executed by the Depository and the County contemporaneously with the acquisition of the asset;
- 3. the Agreement must be approved by the Board of Directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the County;
- 4. the Agreement must be part of the Depository's "official record" continuously since its executions.

#### ALLOWABLE COLLATERAL

Certificates of Deposit – Eligible securities for collateralization of deposits are defined as obligations of the United States or its agencies and instrumentalities that are acceptable under the "Public Funds Collateral Act," as amended. No CMO's shall be allowed as collateral.

#### **SAFEKEEPING**

The County shall contract with a financial institution(s) for the safekeeping of securities either owned by the County as a part of its investment portfolio or as part of its depository agreement(s). All collateral securing deposits must be held by a third-party banking institution acceptable to and under contract with the County.

#### **AUTHORITY TO INVEST**

The County Judge, County Treasurer and County Auditor are the "Investment Officers" of the County. The County Treasurer will process all investments unless by agreement of both County Judge and County Auditor which will result in a written notification to the Treasurer or her first assistant. As Investment Officers, they are authorized to invest, transfer, execute documentation, and otherwise manage County funds according to this policy. Subject to Commissioners Court approval, the Investment Officers may also contract with an Investment Advisor to assist the County in the development and implementation of an effective investment policy and strategy. The Investment Officers shall meet standard educations requirements as stated in PFIA Chapter 2256.

#### PRUDENT INVESTMENT MANAGEMENT

The Investment Officers shall perform their duties in accordance with this Investment Policy. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

#### REPORTING

Investment performance will be monitored and evaluated by the Investment Officers. The Investment Officers will provide a quarterly report as well as annual comprehensive report to the County Commissioners Court.

This Investment Policy shall be in full force and effect from and after its approval by the Commissioner Court of Hunt County, Texas.

PASSED and APPROVED this the 23 day of May 2017.

Eric Evans, Commissioner Pct. 1

Phillip Martin, Commissioner Pct. 3

n Latham, Commissioner P

Todd McMahan, Commissioner Pct. 2

John L. Horn, Hunt County Judge

Prepared and submitted by: Defores Shelton, Hunt County Treasurer

ATTEST:

4



at 15 Se o'clock MAY 23 2017

MAY 23 2017

JENNIFER LINDENZWEIG

By County Clerk Punt County N

May 8, 2017

Office of Hunt County Judge The Honorable John Horn Hunt County Courthouse 2507 Lee St. Room 107 Greenville, Texas 75401

> Farmers Electric Cooperative Member: Kevin Stone Service Order Number: 1704003381

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across <u>Hunt County Road 2240</u> which is located, 960 feet east of CR 2244 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Mark Simpson office, 903-455-1715 or cell, 903-461-2458.

Sincerely,

Mark Simpson

Mark Simpson Engineering Assistant

msimpson@farmerselectric.coop Phone 903-455-1715 Mobile 903-461-2458

Submitted by Tricia Griffin Field Engineering Coordinator

**Enclosures** 



AT 19:30 O'Clock P MAY 23 2017

JENNIFER LINDENZWEIG

BY COUNTY COUNTY OF THE PROPERTY OF THE

May 10, 2017

Office of Hunt County Judge The Honorable John Horn Hunt County Courthouse 2507 Lee St. Room 107 Greenville, Texas 75401

> Farmers Electric Cooperative Member: TexasDiamondCustomHomes Service Order Number: 1705001801

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across <u>Hunt County Road 2526</u> which is located, .02 miles east of county road 2560 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Griffin Trommer office, 903-455-1715 or cell, 903-513-9152.

Sincerely,

Griffin Trommer

Griffin Trommer Engineering Assistant

gtrommer@farmerselectric.coop Phone 903-455-1715 Mobile 903-513-9152

Submitted by Tricia Griffin Field Engineering Coordinator

**Enclosures** 



May 10, 2017

Office of Hunt County Judge The Honorable John Horn Hunt County Courthouse 2507 Lee St. Room 107 Greenville, Texas 75401 MAY 23 2017

JENNIFER LINDENZWEIG

By County Clark Hunt County, Tx

Farmers Electric Cooperative Member: TexasDiamondCustomHomes Service Order Number: 1705001802

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across <u>Hunt County Road 2526</u> which is located, .03 miles east of county road 2560 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Griffin Trommer office, 903-455-1715 or cell, 903-513-9152.

Sincerely,

Griffin Trommer

Griffin Trommer Engineering Assistant

gtrommer@farmerselectric.coop Phone 903-455-1715 Mobile 903-513-9152

Submitted by Tricia Griffin Field Engineering Coordinator

**Enclosures** 

#### **ESCROW TRUST AGREEMENT**

THE STATE OF TEXAS
COUNTY OF HUNT COUNTY



This escrow contract and agreement ("Agreement") made and entered into on this the 15th day of May 2017 ("Effective Date"), by and between Hunt County, Precinct 3, Commissioner Phillip A. Martin ("Hunt County") and Rayburn Country Electric Cooperative, Inc. ("Rayburn").

Project. Rayburn desires to improve approximately 1,920 feet on CR 3508 from County Road 3506 to the east property line of the 5.42-acre tract of land conveyed to Rayburn Country Electric Cooperative by Deed as recorded under Hunt County Clerk No. 2016-12531 and as depicted on R-Delta Engineers, Inc. plan sheets WS-1005-2, WS-1005-3, WS-1005-4, WS-1005-5, WS-1005-6 and WS-1005-7 dated April 25, 2017 as submitted to Hunt County, with such improvement generally conforming to said plan sheets and consisting of excavation of drainage ditches and upgrade in road surfacing material from dirt to rock ("Project").

Escrow Payment. As part of that consideration for that portion of the Project which shall benefit Rayburn, in part, Rayburn, on even date herewith, shall submit to Hunt County, in the form of a check, Thirty-Eight Thousand Eight Hundred Thirteen and 20/100 Dollars (\$38,813.20) ("Escrow Payment"). The Escrow Payment shall be immediately deposited, by Hunt County, into an escrow account labeled "County Road Improvement Fund" ("Escrow Account").

<u>Permitted Withdrawals</u>. Withdrawals from the Escrow Account shall be specifically used for completion of the Project when adequate funding becomes available.

<u>Cost of Project</u>. The cost of the Project, as prepared by the Commissioner, are agreed to by Rayburn.

Notice of Deposit. Upon receipt of Escrow Payment, the County Treasurer shall provide a receipt to the Depositor and forward a copy of the deposit warrant to the Commissioner in charge of the Project.

Release of Escrow Payment. If, for any reason, Hunt County has not completed the Project within one hundred twenty (120) days from the Effective Date, the Escrow Payment shall, at the request of Rayburn, be returned to Rayburn and this Agreement shall than become void.

WHEREOF, BY EXECUTION BELOW, the parties hereto enter this Agreement on this the 15th day of May 2017.

**HUNT COUNTY, PRECINCT 3** 

By: Commissioner Phillip A. Martin,

Its Commissioner

P.O. Box 1097

Greenville, Texas 75403

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.

By: John Kirkland Its CEO / President

P.O. Box 37

Rockwall, Texas 75087

### # 14,6520

#### ESCROW TRUST AGREEMENT FOR ROAD REPAIR

MAY 23 2017

JENNIFER LINDENZWEIG

By County Firth Hunt County, The

THE STATE OF TEXAS
COUNTY OF HUNT COUNTY

This contract and agreement made and entered into on this the 3 day of MM 2017, by and between Hunt County Commissioner Phillip A. Martin, Precinct 3 and Martiness LLC hereinafter called "Purchaser".

That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$15,000.00 for the purpose of constructing a certain site improvement, to wit:

Repairing approximately 1,250 feet of CR 3516 from Nautical Drive to 1,250 feet North

Above Purchaser agreed to reimburse the county for damage to be specifically used for the repair of said road when adequate funding becomes available. The cost of said repairs 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 repairs.

WHEREAS, said repairs are left to the sole discretion of the responsible commissioner.

IN TESTIMONY WHEREOF, the parties hereto have executed this contract and agreement on this the 3 day of 10 agreement 2017.

Commissioner's Signature

Purchaser signature,

(Address of purchaser)