

COMMISSIONERS COURT
REGULAR SESSION
April 9, 2001

The Hunt County Commissioners Court met this day with all Commissioners present and Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as presented.

NEW BUSINESS:

7941 On the motion by Allen Martin, second by Kenneth Thornton, the Court approved the quarterly report from the Boys and Girls Club, represented by Sonya Coker.

7942 On the motion by Phillip Martin, second by Allen Martin, the Court approved request for a Local Option Liquor Election for the City of Hawk Cove to legalize the sale of all alcoholic beverages for off-premise consumption only to be held May 5, 2001.

Application and Petition were received with the correct amount of signatures and verified by the County Tax Office. The Court also appointed Nancy Phillips-Judge and Judy Belcher Alternate Judge.

7943 On the motion by Phillip Martin, second by Allen Martin, the Court approved the proposal for Commissary services and Inmate Trust Fund Accounting for a 1 year Contract with Keefe Commissary Network. Representative-Corby Kenner was present to discuss the advantages of going with this company:

| | |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Lower prices of inmates pay. |
| 2 | Intergraded with Net Data System to allow more efficiency in Commissary (renovating costs will be Keefes responsibility) |
| 3 | Since this is a local company, we can expect good service. Agreement was made to delete "all computer software to be returned in the same condition as issued." See attachment. |

7944 On the motion by Thornton, second by Phillip Martin, the Court approved resolution for off-system bridge program for Hickory Creek on CR 1035 in Pct. 1 with funding agreement to lock in price of \$14,500.00.

7945 On the motion by Ralph Green, second by Thornton, the Court approved request of Verizon Communications to construct a communication line within the ROW of CR 2510 in Pct. 2 with the usual stipulations.

7946 On the motion by Green, second by Thornton, the Court approved request to place a buried telephone cable along buried telephone Cable along ROW of CR 2294 in Pct. 2 with the usual stipulations.

7947 On the motion by Thornton, second by Phillip Martin, the Court approved resolution for off-system bridge program for Hale Creek on CR 3103 and Sabine River on CR 3128 in Pct. 3 with funding agreement to lock in price of \$30,500.00.

7948 On the motion by Allen Martin, second by Phillip Martin, the Court approved request to construct electrical power distribution facilities along and across CR 4203 in Pct. 4 with the usual stipulations.

7949 On the motion by Phillip Martin, second by Allen Martin, the court accepted 2 bids from Yoder Construction for box culverts, all Pct's. Bids on file in Personnel Office.

7950 On the motion by Allen Martin, second by Green, the court approved bids from Yoder Construction for clear span bridges, all Pct's. Bids on file with Personnel Office.

— 'Discuss and possibly take action on any items pertaining to the new Criminal Justice Center:' Judge Bobbitt advised the Court trees have been planted, the maintenance department is to install a sprinkler system, afterwards grass is to be planted. Judge also suggested any Commissioner can set up time and take any interested groups on a tour of the new facility.

HEAR AND DISCUSS REPORTS:

— Mary Sue Cole with the AG Extension Department made the following presentations for Continuing Education Hours:

| | |
|------------------|----------|
| Kenneth Thornton | 12 hours |
| Ralph Green | 8 hours |
| Phillip Martin | 14 hours |
| Allen martin | 14 hours |

7951 On the motion by Allen martin second by Green, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

7952 On the motion by Green, second by Phillip Martin, the Court approved line item budget transfers.

PERSONNEL AND PAYROLL:

| | |
|--------------------------------|--------------------------------------------------------------------------------------------------------------|
| Commissioner Pct. 1 | Remove Mike Hensley and Curtis McVay due to their resignation and retirement, effective 3-30-01. |
| | Change Lloyd Ray Foreman G-8, P82 from \$23,660 to \$26,659 annually, effective 4-2-01. |
| Commissioner Pct. 2 | Add Doug Cooper as Equipment Operator G5, P50 at \$19,930.00 annually, effective 4-2-01. |
| Commissioner Pct. 3 | Add Michael Kyles as Equipment Operator G5, P50 at \$22,485 annually effective 4-4-01. |
| JP Pct. 4-James Barnett | Add Linda Hudson as Deputy Clerk G4, P41 at \$18,115.00 annually effective 4-4-01. |
| Maintenance | Add Dianna Humphries as Custodian 1, part time hourly at \$7 per hour effective 3-15-01. |
| | Change Edna Harper-Maintenance Tech 2 G4 from part time to full time at \$16,467 annually, effective 4-9-01. |
| Sheriff | Add Dan Armstrong as Detention Officer G4, P46 at \$20,400 annually, effective 3-29-01. |
| | Add Lois Mayfield as part time Dispatcher at \$9.38 per hour, effective 3-26-01. |
| | Add Ricky Dewayne Laningham as Detention Officer G4, P46 at \$20,400 annually, effective 3-20-01. |


| | | |
|-------------------------------------------|--------------|----------|
| These Raises are Effective 4-9-01: | | |
| 2% Merit Raise | | |
| Department 009 JP Erwin | Brenda Upton | \$575.49 |

7953 Approved on the motion by Thornton, second by Green.

— There was no Executive Session; Court Adjourned at 10:55AM. Minutes
approved this 23 day of April, 2001


Hunt County Judge

Attest:


Hunt County Clerk

APPLICATION FOR LOCAL OPTION ELECTION PETITION TO LEGALIZE (APLICACIÓN PARA ELECCIÓN DE OPCIÓN LOCAL) PETICIÓN PARA LEGALIZAR)

FILED FOR RECORD
COUNTY CLERK
HUNT CO., TX
01 MAR - 8 AM 10:55
BY: DEPUTY L. Brooks

To the County Clerk of HUNT County, Texas:
(Al Secretario del Condado, Condado de Texas:)

We, the undersigned ten or more qualified voters of HAWK COVE, TEXAS
(Nosotros, los diez or más votantes capacitados suscritos de (County, Justice Precinct, Incorporated City or Town)
(Condado, Distrito de Justicia, Ciudad Incorporada, o Pueblo)

Texas, (said County, Justice Precinct, Incorporated City or Town hereinafter for convenience referred to as "area"), in accordance with the terms and provisions of the Texas Alcoholic Beverage Code, hereby submit this our written application for a "Petition for Local Option Election to Legalize" to be circulated among the qualified voters of such area for the signatures of those qualified voters in such area who desire that a local option election be called therein for the purpose of determining the following issue, to-wit: Texas, (dicho Condado, Distrito de Justicia, Ciudad Incorporada o Pueblo, de aquí en adelante denominado por conveniencia como "región"), de acuerdo con las condiciones y disposiciones del Código de Bebidas Alcohólicas de Texas, por la presente sometemos nuestra solicitud por escrito para una "Petición para Elección de Opción Local para Legalizar" para que sea circulada entre los votantes capacitados de dicha región, para las firmas de votantes capacitados en dicha región que deseen se ordene una elección de opción local en dicha región con el propósito de determinar el siguiente asunto, a saber:)

FOR (A FAVOR DE)

AGAINST (EN CONTRA DE)

THE
• SALE OF ALL ALCOHOLIC BEVERAGES
For OFF-Premise consumption
ONLY

It is the hope, purpose and intent of the applicants whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizada la venta de bebidas alcohólicas referida en el asunto arriba expuesto.)

DATED this the 9th day of MARCH, 1980
(FECHADA éste día de de 19 .)

| Signature (Firma) | Residence Address (Dirección de Residencia) | Voter Registration Certificate Number (Número de Certificado de Registro) |
|------------------------|---------------------------------------------------|---------------------------------------------------------------------------------|
| Ray & Haef | 9341 AMY DR. | 57954 |
| Judith Hill Belcher | 1762 OAK | 102614 |
| Walter H. Phillips | 9225 GEORGIA | 89369 |
| Nancy Reed Phillips | 9225 GEORGIA | 89370 |
| Walter H. Phillips | 9535 Red Bird Cir. | 107367 |
| Ernie S. Neches | 9525 " " " | 42157 |
| Jerry S. Starks | 1825 OAK RD | 95000448 |
| Ruby Foster Reed | 1696 Hortense | 43963 |
| Yvonne Little Williams | 9573 Silver | 50597 |
| Donald Ray Williams | 9573 SILVER | 50595 |
| Jimmy Lynn Banning | 9405 RED BIRD CR | 102613 |
| Teresa Madelle Banning | 9405 Red Bird CR | 102581 |
| Dan S. Pollock | 9563 Red Bird CR | 44699 |
| Jane S. Pollock | 9563 Red Bird CR | 21284 |
| William F. Parker | 9215 Lynda Ln | 51141 |
| Jane K. Parker | 9315 Lynda Ln | 51140 |

*Over (Vea El Lado Reverso)

*Sec. 251.14, Alcoholic Beverage Code, Paragraph (b), provides as follows:

(b) In areas where any type or classification of alcoholic beverages is prohibited and the issue submitted pertains to legalization of the sale of one or more of the prohibited types or classifications, the ballot shall be prepared to permit voting for or against one of the following issues:

- (1) "The legal sale of beer for off – premise consumption only."
- (2) "The legal sale of beer."
- (3) "The legal sale of beer and wine for off – premise consumption only."
- (4) "The legal sale of beer and wine."
- (5) "The legal sale of all alcoholic beverages for off – premise consumption only."
- (6) "The legal sale of all alcoholic beverages except mixed beverages."
- (7) "The legal sale of all alcoholic beverages including mixed beverages."
- (8) "The legal sale of mixed beverages."

(*Sec. 251.14, Código de Bebidas Alcohólicas, Párrafo (b), dispone lo siguiente:

(b) En regiones donde se prohíbe cualquier tipo o clasificación de bebidas alcohólicas y el asunto presentado pertenece a legalizar la venta de uno o más de los tipos o clasificaciones prohibidos, la boleta se preparará para permitir que se vote a favor o en contra de uno de los siguientes asuntos:

- (1) "La venta legal de cerveza para consumo solamente fuera del lugar de venta."
- (2) "La venta legal de cerveza."
- (3) "La venta legal de cerveza y vino para consumo solamente fuera del lugar de venta."
- (4) "La venta legal de cerveza y vino."
- (5) "La venta legal de todas bebidas alcohólicas para consumo solamente fuera del lugar de venta."
- (6) "La venta legal de todas bebidas alcohólicas excepto bebidas mixtas."
- (7) "La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas."
- (8) "La venta legal de bebidas mixtas."

PETITION FOR LOCAL OPTION
ELECTION TO LEGALIZE
(PETICION PARA ELECCION DE OPCION LOCAL
PARA LEGALIZAR)

To the Commissioners Court of HUNT County, Texas:
(A la Corte de Comisionados del Condado de _____, Texas:)

We, the undersigned qualified voters of CITY OF HAWK COVE
(Nosotros, los suscritos votantes capacitados de (County, Justice Precinct, Incorporated City or Town) (Condado, Distrito de Justicia, Ciudad Incorporada, Precinct, etc.))

Texas, (said County, Justice Precinct, or Incorporated City or Town hereinafter for convenience referred to as "area") hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Alcoholic Beverage Code in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: *Texas, (dicho Condado, Distrito de Justicia, Ciudad Incorporada, o Población, de aquí en adelante denominado por conveniencia como "zona") por medio de la presente, respetuosamente solicitamos se haga un llamado de elecciones de opción local de acuerdo con los términos y provisiones del Código de Bebidas Alcohólicas de Texas en la zona arriba mencionada y para el propósito de someter a los votantes legalmente capacitados de dicha zona la determinación del siguiente asunto, a saber:)*

FOR (A FAVOR DE)

To legalize the sale of all alcoholic beverages

for off-premise consumption only.

AGAINST (*EN CONTRA DE*)

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (*Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizada la venta de bebidas alcohólicas referida en el asunto arriba expuesto.*)

DATED THIS THE 9th day of March, 2001.
(FECHADO este día de de 19 .

Signature _____

(Firma)

Residence
Address(Dirección de
Residencia)

**Voter Registration
Certificate Number**

(Número de Certificado
de Registro)

| | | |
|-----------------------------------------|-------------------|--------------------------|
| Ana Havens | 1704 Hortense St. | 94931 ✓ |
| Ruby Foster Reed Lanette Foster Reed | 1696 Hortense St. | 43963 ✓ |
| Jerry Havens | 1704 Hortense st. | 45242 ✓ 45242 |
| Gwynne ^{Seattle} Williams | 9573 Silvey | 50599 ✓ 50597 |
| Donald R. Williams | 9573 Silvey | 50595 ✓ 50595 |
| Margaine R. Klopferstein | 9500 Nada | 52807 ✓ |
| Albert E Klopferstein | 9500 Nada | 50569 ✓ |
| Rae Hall | 9341 AMY DR | 57954 ✓ 57954 |
| Nelen Fernie Clo Roach | 1852 Evelyn | 97631 2010158 |
| Jim Lanning | 9405 Redbird Cr. | 102613 ✓ 102613 |
| Tommy W Lanning | 9405 Redbird Cr. | 102581 ✓ 102581 |

Serial Number (Número en Serie 1)

Date of Issuance (Fecha de Emisión) March 9, 2001

Place the Actual Seal of County Clerk Here: (Coloque el Sello Actual del Secretario del Condado Aquí:)

*Over (Vea El Lado Reverso)

| | | |
|--------------------|------------------------------------|------------------------------|
| Jerry Starks | 1825 OAK RD | 95000448 ✓ |
| James J. Starks | 1532 MARIA | 41161 41161 |
| Christy Carver ✓ | 1755 GRADY ST | 95000897 95000897 |
| Don J. Pellerin | 9563 Red Bird Cir | 14689 ✓ |
| Jim J. Pellerin | 9563 Red Bird Cir | 21284 21284 ✓ |
| De Kinkas | 9535 Red Bird Cir | 77274 ✓ |
| Noah L. Cosby | 9305 AMY | 29637 ✓ |
| Dorothy Pitts | 9633 Liberty | 66401 ✓ |
| Paula Lindsey | 9381 Lindsey St | 64235 64235 |
| Aubrey Lindsey | 9381 Lindsey St | 108791 108791 |
| Eric J. Mitchell | 9525 Red Bird Cir | 42157 ✓ |
| Julia Nickels | " " " " | 37120 ✓ |
| Randy N. Neudor | 9427 RED BIRD CR. | 92403 ✓ |
| Jay E. Richardson | 1578 KAY | 94624 94624 |
| Judith Belcher | 1762 Oak St. | 102614 102614 |
| Earle Belcher | 1762 Oak St. | 63367 63367 |
| Walt Fuchler | 3935 Redbird Cir | 107367 107367 ✓ |
| Ally Floyd Phyllis | 9325 GEORGE | 89369 89369 |
| Bill W. Cosby | 9442 Amy | 42030 ✓ |
| Patricia Cosby | 9442 Amy | 74040 ✓ |
| Laurie East | 9463 Red Bird Cir | 5244 5244 ✓ |
| U. Duane Myer | 1537 Kay | 98589 98589 |
| Marie J. Walston | 1695 Oak | 19279 19279 |
| Frank Stankiewicz | 9579 Red Bird Cir. | 102676 102676 |
| Robert L. Bonnette | 9327 Leaf Drive | 89572 89572 |
| Mary Stankiewicz | 9575 Redbird Cir. Quindan Tx 75474 | 105765 105765 |
| Willie F. Shelby | 1081343 | 88077 88077 |
| Wm. F. Parker | 9315 Lynda Lane | 51141 51141 |
| Claudia McCall | 154 Christel St. | 74823 74823 |
| William A. Pitts | 9407 Amy Dr. | 20001269 20001269 |
| | | 20001269 |

Serial Number (Número en Serie) 2
 Date of Issuance (Fecha de Emisión) March 9, 2001
 Place the Actual Seal of County Clerk Here: (Coloque el Sello Actual del Secretario del Condado Aquí:)

* Insert issue exactly as it appears on Application for Local Option Election Petition to Legalize. (* Inserte el asunto exactamente como aparece en la Solicitud para Elección de Opción Local Petición Para Legalizar.)

Note: Alcoholic Beverage Code, Sec. 251.10 requires that no signature shall be counted, either by the county clerk or the commissioners' court, where there is reason to believe it is not the actual signature of the purported signer, or that the voter registration certificate number is not correct or in the actual handwriting of the signer, or that it is a duplication either of name or of handwriting used in any other signature on the petition; and no signature shall be counted unless the correct residence address of the signer is shown in the actual handwriting of the signer and unless it is signed exactly as the name of the voter appears on the official copy of the current list of registered voters for the voting year in which the petition is issued. (Nota: El Código de Bebidas Alcohólicas, Sec. 251.10 requiere que no se cuente ninguna firma, ya sea por el secretario del condado o la corte de comisionados, cuando exista razón a dudar que sea realmente la firma del supuesto firmante, o que el número del certificado del Registro de Votantes no sea el correcto o en la escritura del firmante, o que sea un duplicado ya sea del nombre o de la escritura usada en cualquier otra firma en la petición; y ninguna firma será tomada en cuenta a menos que la dirección de residencia correcta del firmante sea mostrada en la escritura verdadera del firmante, y a menos que sea firmada exactamente como aparece el nombre del votante en la copia oficial de la lista al corriente de votantes registrados para el año en que se emite la petición.)

PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE (PETICION PARA ELECCION DE OPCION LOCAL PARA LEGALIZAR)

To the Commissioners Court of HUNT County, Texas:
(A la Corte de Comisionados del Condado de _____, Texas:)

We, the undersigned qualified voters of CITY OF HAWK COVE
(Nosotros, los suscritos votantes capacitados de _____
(County, Justice Precinct, Incorporated City or Town) (Condado, Distrito de Justicia, Ciudad Incorporada, o Poblacion)

Texas, (said County, Justice Precinct, or Incorporated City or Town hereinafter for convenience referred to as "area") hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Alcoholic Beverage Code in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: Texas, (dicho Condado, Distrito de Justicia, Ciudad Incorporada, o Población, de aquí en adelante denominado por conveniencia como "zona") por medio de la presente, respetuosamente suplicamos se haga un llamado de elecciones de opción local de acuerdo con los términos y provisiones del Código de Bebidas Alcohólicas de Texas en la zona arriba mencionada y para el propósito de someter a los votantes legalmente capacitados de dicha zona la determinación del siguiente asunto, a saber:)

FOR (A FAVOR DE)

To legalize the sale of all alcoholic beverages
for off-premise consumption only.

AGAINST (EN CONTRA DE)

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizada la venta de bebidas alcohólicas referida en el asunto arriba expuesto.)

DATED THIS THE 9th day of March, 2001.
(FECHADO este día _____ de _____ de 19__.)

Signature

(Firma)

Residence
Address

(Dirección de
Residencia)

Voter Registration
Certificate Number

(Número de Certificado
de Registro)

| | | |
|-------------------------|------------------------|----------------------------------------------|
| <u>James S. Pearce</u> | <u>9336 GEORGIA ST</u> | <u>64014</u> ✓ <u>64014</u> |
| <u>Maurice Vaughn</u> | <u>1718 OAK</u> | <u>99331</u> ✓ |
| <u>Carolyn Y. Allen</u> | <u>9367 MORRIS RD.</u> | <u>23237</u> ✓ <u>23237</u> |
| <u>L. Thynn Starks</u> | <u>1825 OAK Rd</u> | <u>98750</u> ✓ <u>98750</u> |
| <u>Kenny Parks</u> | <u>9387 Amy</u> | <u>85298</u> ✓ <u>85298</u> |
| <u>Willie Parks</u> | <u>9387 Amy</u> | <u>85299</u> ✓ <u>85299</u> |
| <u>Barry Phillips</u> | <u>9325 Georgia</u> | <u>89390</u> ✓ <u>89390</u> |
| <u>Bob E. Denson</u> | <u>1549 Christie</u> | <u>4472989</u> ✓ <u>56729</u> |
| <u>Mike E. Walton</u> | <u>1695 Oak Rd</u> | <u>19280</u> ✓ |
| <u>Kristina M. Ford</u> | <u>1532 Maua St</u> | <u>41162</u> ✓ <u>41162</u> |
| <u>Chris Denson</u> | <u>1549 Christie</u> | <u>4472989</u> ✓ <u>56729</u> ✓ <u>56729</u> |

Serial Number (Número en Serie) 3

Date of Issuance (Fecha de Emisión) March 9, 2001

Place the Actual Seal of County Clerk Here: (Coloque el Sello Actual del Secretario del Condado Aquí:)

| | | |
|--------------------------|------------------------|------------------------------|
| Babby Phillips | 1719 OAK R.D. | 97338 ¹⁶⁸ ✓ 97338 |
| Jessie Doughty | 9502 JANET | 92743 ✓ 92743 |
| Betty L. Doughty | 9502 JANET | 92742 92742 |
| Sharon C. Parker | 9330 Lynda Lane | 93301 - |
| Jane K. Parker | 9315 Lynda Ln. | 54405 1140 |
| Nancy L. Thomas | 9308 Lynda Ln. | 91524 91524 |
| Ann L. Thomas | 9226 Private Road 3840 | 65338 65338 |
| Gay L. Thomas | 9226 Private Road 3840 | 98728 98728 |
| Wanda Collier Harris | 9588 Redbird Cir | 10280 10280 |
| Sherm R. Remmell | 9586 Red Bird circle | 95000163 ✓ |
| Wanda Lammell | 9586 Red Bird Circle | 95000164 ✓ |
| W. S. McDaniel | 9431 Red Bird Circle | 104419 ✓ |
| Sherm Fry | 9465 RED BIRD LN. | 101415 ✓ |
| Paula Fry | 9465 Red Bird Ln. | 104572 ✓ |
| Therence Cosby | 9305 Amy | 29639 29639 |
| Don Starnes | 1513 KATHIERN ST | 94098 ✓ |
| Joyce Holley | 1926 EVELYN ST | 96464 ✓ 96464 |
| Peggy Wilson | 9349 Lea St. | 162085 ✓ |
| Jimmie K. Wilson | 9349 Lea St. | 84365 ✓ 84365 |
| Elmer Cowan | 1808 Evelyn | 22331 ✓ 22331 |
| Elizabeth Nulisch | P.O. BOX 2941 | 82508 82508 |
| Janis Archer | 1674 Ladd St. | 20000796 ✓ |
| Jim Hatcher | 1686 LADD ST | 20060796 ✓ |
| Hannon Siff | 1694 Oak Rd E5 | 102655 ✓ 102655 |
| Lucille Brown | 9503 MORRIS D. | 101136 ✓ 101136 |
| George Brown | 9503 MORRIS D. | 71253 ✓ 71253 |
| Paula Graham | 9311 Georgia | 50773 ✓ |
| Donna L. Graham | 9422 Red Bird Cir | 20001673 ✓ |
| Kenneth H. Graham | 9311 GEORGIA | 50772 ✓ |
| Edna E. Irwin | 9295 Morris | 100881 ✓ |

Serial Number (Número en Serie) 4

Date of Issuance (Fecha de Emisión) March 9, 2001

Place the Actual Seal of County Clerk Here: (Coloque el Sello Actual del Secretario del Condado Aquí:)

*Insert issue exactly as it appears on Application for Local Option Election Petition to Legalize. (*Inserte el asunto exactamente como aparece en la Solicitud para Elección de Opción Local Petición Para Legalizar.)

Note: Alcoholic Beverage Code, Sec. 251.10 requires that no signature shall be counted, either by the county clerk or the commissioners' court, where there is reason to believe it is not the actual signature of the purported signer, or that the voter registration certificate number is not correct or in the actual handwriting of the signer, or that it is a duplication either of name or of handwriting used in any other signature on the petition; and no signature shall be counted unless the correct residence address of the signer is shown in the actual handwriting of the signer and unless it is signed exactly as the name of the voter appears on the official copy of the current list of registered voters for the voting year in which the petition is issued. (Nota: El Código de Bebidas Alcohólicas, Sec. 251.10 requiere que no se cuente ninguna firma, ya sea por el secretario del condado o la corte de comisionados, cuando exista razón a dudar que sea realmente la firma del supuesto firmante, o que el número del certificado del Registro de Votantes no sea el correcto o en la escritura del firmante, o que sea un duplicado ya sea del nombre o de la escritura usada en cualquier otra firma en la petición; y ninguna firma será tomada en cuenta a menos que la dirección de residencia correcta del firmante sea mostrada en la escritura verdadera del votante, y a menos que sea firmada exactamente como aparece el nombre del votante en la copia oficial de la lista al corriente de votantes registrados para el año en que se emite la petición.)

PETITION FOR LOCAL OPTION
ELECTION TO LEGALIZE
(PETICION PARA ELECCION DE OPCION LOCAL
PARA LEGALIZAR)

To the Commissioners Court of HUNT County, Texas:
(A la Corte de Comisionados del Condado de _____, Texas:)

We, the undersigned qualified voters of CITY OF HAWK COVE
(Nosotros, los suscritos votantes capacitados de (County, Justice Precinct, Incorporated City or Town) (Condado, Distrito de Justicia, Ciudad Incorporada, o Población)

Texas, (said County, Justice Precinct, or Incorporated City or Town hereinafter for convenience referred to as "area") hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Alcoholic Beverage Code in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: *Texas, (dicho Condado, Distrito de Justicia, Ciudad Incorporada, o Población, de aquí en adelante denominado por conveniencia como "zona") por medio de la presente, respetuosamente suplicamos se haga un llamado de elecciones de opción local de acuerdo con los términos y provisiones del Código de Bebidas Alcohólicas de Texas en la zona arriba mencionada y para el propósito de someter a los votantes legalmente capacitados de dicha zona la determinación del siguiente asunto, a saber:)*

FOR (A FAVOR DE)

AGAINST (*EN CONTRA DE*)

* To legalize the sale of all alcoholic
beverages for off-premise consumption only.

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (*Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizada la venta de bebidas alcohólicas referida en el asunto arriba expuesto.*)

DATED THIS THE 9th day of March, 19 2001
(FECHADO este día de 19 .)

Signature

(Firma)

Residence
Address

(Direccion de
Residencia)

Voter Registration
Certificate Number

(Número de Certificado
de Registro)

| | | |
|----------------------|------------------------------|------------|
| Judy Holsley, Tander | 9336 Robin Hawk Cove, TX | 77839 ✓ |
| William Alton Gorky | 9326 Marty Hawk Cove TX | 20100917 ✓ |
| Nancy A. Gussard | 1803 Tommy St. Hawk Cove, TX | 95000587 ✓ |
| Randy Nubrich | P.O. Box 2941 Oak Rd. | 82510 ✓ |
| Cynthia Quigley | P.O. Box 901 Tammy | 85592 ✓ |
| William G. James | 9353 Donna Rd | 89697 ✓ |
| Nancy Patrick | 9311 Georgia | 82308 - |
| Leatha Doolley | 9326 Marty | 73485 ✓ |
| A. Hays | 9310 Donna Hawk Cove | 20101078 ✓ |

Serial Number (Número en Serie 5)

Date of Issuance (Fecha de Emisión) March 9, 2001

Place the Actual Seal of County Clerk Here: *(Coloque el Sello Actual del Secretario del Condado Aquí:)*

*Over (*Vea El Lado Reverso*)

Place the Actual Seal of County Clerk Here: (Coloque el Sello Actual del Secretario del Condado Aquí:)

Note: Alcoholic Beverage Code, Sec. 251.10 requires that no signature shall be counted, either by the county clerk or the commissioners' court, where there is reason to believe it is not the actual signature of the purported signer, or that the voter registration certificate number is not correct or in the actual handwriting of the signer, or that it is a duplication either of name or of handwriting used in any other signature on the petition; and no signature shall be counted unless the correct residence address of the signer is shown in the actual handwriting of the signer and unless it is signed exactly as the name of the voter appears on the official copy of the current list of registered voters for the voting year in which the petition is issued. (Nota: El Código de Bebidas Alcohólicas, Sec. 251.10 requiere que no se cuente ninguna firma, ya sea por el secretario del condado o la corte de comisionados, cuando exista razón a dudar que sea realmente la firma del supuesto firmante, o que el número del certificado del Registro de Votantes no sea el correcto o en la escritura del firmante, o que sea un duplicado ya sea del nombre o de la escritura usada en cualquier otra firma en la petición; y ninguna firma será tomada en cuenta a menos que la dirección de residencia correcta del firmante sea mostrada en la escritura verdadera del firmante, y a menos que sea firmada exactamente como aparece el nombre del votante en la copia oficial de la lista al corriente de votantes registrados para el año en el que se emite la petición.)

Mar-29-01 02:39P

P.02

7943

Keefe Commissary Network**COMMISSARY NETWORK AGREEMENT**

This agreement made and entered into as of this 1st day of May, 2001, *or sooner if needed*
 by and between Keefe Supply Company and its affiliate Keefe Commissary Network, Inc.,
 ("Keefe"), and Hunt County Sheriff's Department, a correctional institution in the State of
 Texas, ("Institution").

Whereas, Keefe is in the business of supplying food and other related products to
 inmate commissary departments of correctional facilities throughout the United States,
 including Institution; and,

Whereas, the parties wish to enter into a Commissary Network Agreement to
 facilitate the ordering of commissary supplies by inmates and the payment of thereof,

Now, thereof, In consideration of the mutual promises and conditions herein
 contained, It is agreed between the parties:

1. SOFTWARE During the term of this Agreement Keefe shall supply Institution
 with computer software that will enable Keefe to access Keefe Commissary Network to
 account for inmate welfare funds maintained by institution and effect purchases by
 inmates. During the term of this Agreement, such computer software will be installed and
 maintained by Keefe and shall remain the sole property of the Institution. At the
 termination of this Agreement, all such computer software shall be returned by Institution
 to Keefe in the same condition, as existed at the time such software was installed.

2. OPERATION OF COMMISSARY NETWORK BY INSTITUTION Hunt
 County agrees to employ the persons necessary to input all inmate orders for items from
 the Commissary Network, as well as receive and distribute those orders.

3. PAYMENT Keefe will invoice the institution for all commissary items
 purchased pursuant to the Commissary Network. The institution will pay such invoices in

FILED FOR RECORD
 at _____ o'clock _____ M
 APR 9 2001
 LINDA BROOKS
 County Clerk, Hunt County, Tex.
 By _____

Mar-29-01 02:39P

P.03

accordance with Keefe's standard credit terms or determined by Keefe from time to time and Institution will be responsible for seeking reimbursement from inmate welfare funds.

4. TERM & TERMINATION This agreement shall continue in effect for a period of 1 year(s) (the base term) from the date hereof. It will be automatically continued for successive one (1) year terms thereafter unless either party to the Agreement shall give notice in writing to the other party term that the party so giving notice does not wish to extend this Agreement. This Agreement may be terminated by either party for any reason upon giving of 90 days written notice to the other party of such termination.

5. GOVERNING LAW This Agreement shall be governed by the laws of the State of Texas.

6. SERVICE FEE Institution will be paid a service fee for the services to be provided by it hereunder equal to 25% (based on KCN pricing provided, or 30% based on facilities current pricing) of adjusted gross sales. Adjusted gross sales are gross less the sales of non-commissioned items as determined by Keefe and listed on Exhibit B to this Agreement. In the event that the inmate's funds available to purchase commissary products are inhibited in any way by change in policy from the jail, the service fee paid to the facility shall be reduced accordingly by Keefe Commissary Network.

7. ENTIRE AGREEMENT-WAIVER This Agreement constitutes the entire Agreement between the parties with respect to the provision of delivery services, and there are no other further written or oral understandings, or agreements with respect thereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized offices of Keefe and Institution. This Agreement supersedes all other agreements between the parties for the provision of Commissary Delivery Service.

Mar-29-01 02:39P

P.04

As recommended by Hunt County, the contract will include the following:

1. Contractor agrees to comply with all applicable federal, state, and local laws and regulations.
2. Contractor agrees to ensure that all software modifications required for proper interface between existing Hunt County computer system(s) and contractors commissary system will be facilitated upon clients request and will be at contractors expense.
3. It is agreed that the Hunt county Sheriff's Office assumes no responsibility whatsoever for any damage to the contractors equipment while on its premises, unless the equipment is willfully abused or misused.
4. Contractor shall indemnify Hunt County Sheriff's Office against any loss, damage, injury or death caused by contractors negligent acts or omissions or the negligent acts or omissions of contractors agent or employees, or losses, damages, injuries, or death caused by contractors negligence and arising out of the consumption or use of the product sold; provided, however, that nothing herein shall require contractor to defend or indemnify Hunt County Sheriff's Office for losses, damages, injuries, or death arising out of the negligence of Hunt County Sheriff's, its agents or employees.
5. Contractor and Hunt County's Sheriff's Office will mutually agree on prices and service specifications.
6. Contractor will provide workmans compensation, comprehensive liability (including product), automotive liability, bodily injury, and property damage liability. Certificates of insurance will be provided to Hunt County Sheriff's Office and will contain a provision for bidding cancellation except on thirty days prior notice to Hunt County Sheriff's Office. Coverage should be stated as below.

Automobile liability, bodily injury and property damage
(Combined single limit each accident) \$ 500,000
General liability

Mar-29-01 02:40P

P.05

Bodily injury and property damage \$ 1,000,000 EACH

Occurrence, \$ 2,000,000 general aggregate

Products \$ 1,000,000 aggregate

Excess liability umbrella \$ 1,000,000

IN WITNESS WHEREOF, the parties have executed this Commissary Network Agreement as of the year and date first above written.

KEEFE SUPPLY COMPANY (KEEFE)

BY: _____

BY: _____

Don Roennigke, Regional Vice-President / General Manager

Corby Kenter, Account Manager

DATE: _____

(INSTITUTION)

BY: _____

TITLE: _____

DATE: _____

Mar-29-01 02:40P

P.06

COMMISSARY NETWORK AGREEMENT**EXHIBIT A****NON-COMMISSIONED ITEMS**

Stamped Envelopes
Postage Stamps
Indigent Kits(optional)
Admission Kits(optional)

DISCLAIMER

All of the above terms and conditions are subject upon the compatibility of Keefe Commissary Network's software with Hunt County Sheriff Department's current system (Net Data systems).

17944
RESOLUTION

FILED FOR RECORD
COUNTY CLERK
01 APR -9 AM 10:38
BY: C. W. [Signature]
DEPUTY

The State of Texas
County of Hunt

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Hunt County, hereinafter referred to as the Local Government owns a bridge located at Hickory Creek, on CR 1035, National Bridge Inventory (NBI) Structure Number 01-117-AA0273-002; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 108310 dated September 2000, Control-Section-Job (CSJ) Number 0901-22-033; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an “equivalent-match project”; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$14,400.00, hereinafter referred to as the “participation-waived” project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

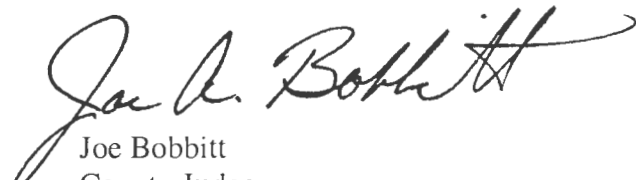
| LOCATION (and NBI structure identification number, if applicable) | ON SCHOOL BUS ROUTE? | DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK | ESTIMATED COST |
|-------------------------------------------------------------------|----------------------|--------------------------------------------|----------------|
| CR 1020 at CR 1021 | Yes | Complete Replacement | \$14,500.00 |

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

APPROVED this 9th day of April 2001, by Hunt County Commissioner's Court.

SIGNED:


Joe Bobbitt
County Judge

ATTEST:


Ginae Bresh
County Clerk

FILED FOR RECORD
LINDA BOOKS
COUNTY CLERK HUNT COUNTY

01 APR -9 AM 10:39

BY: C. Wood
DEPUTY

| | |
|---------------|----------------------|
| County | Hunt |
| CSJ | 0901-22-033 |
| Project | BR 99 (580) OX |
| Road/Street | CR 273 @ Hickory Crk |
| NBI Structure | 01-117-AA0273-002 |

CONSTRUCTION AND MAINTENANCE AGREEMENT
FOR BRIDGE REPLACEMENT OR REHABILITATION
OFF THE STATE SYSTEM
AMENDMENT NO. 1

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

THIS AMENDMENT IS MADE by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Hunt County, a local government or governmental agency or entity, acting by and through its Commissioners Court, hereinafter called the Local Government.

This Amendment relates to waiver of the local match fund participation requirement with performance by the Local Government of an equivalent dollar-amount of structural improvement work.

WITNESSETH

WHEREAS, the State and the Local Government executed an agreement on March 6, 2000 to effectuate the project to replace the bridge and approaches on CR 273 at Hickory Creek; and

WHEREAS, the previously executed agreement provides that the Local Government shall pay the State (1) 10% of the actual costs for preliminary engineering incurred by the State, (2) 10% of the actual cost of construction, construction engineering and contingency, or other local match fund participation percentages as adjusted for Economically Disadvantaged County (EDC) consideration under the provisions of Texas Transportation Code Section 222.053, and (3) 100% of the cost of any project cost item or portion of a cost item that is not eligible for Federal or State participation; and

WHEREAS, in consideration of such EDC status that may be applicable for this project, the required local match fund participation for this project has been adjusted to (n/a) percent as authorized by Texas Transportation Commission Minute Order number (n/a), dated (n/a); and

WHEREAS, if under the previously executed agreement the required local match fund participation included payment by the Local Government of a portion of the State's indirect costs for the project items that are eligible for State or Federal participation, such payment(s) for indirect cost not already received by the State, may be waived under the provisions of Texas Government Code Section 2106.08; and

WHEREAS, Texas Administrative Code (TAC) Title 43, Section 15.55(d) provides that the Local Government's required 10% fund participation in a project, or required percentage as adjusted for EDC consideration, may be waived provided the Local Governmental body commits by written resolution to spend an equivalent amount of funds for structural improvement work on another bridge structure or structures within the Local Government's jurisdiction provided, however, that the State will not reimburse funds already received under the terms of a previously executed agreement; and

WHEREAS, such a waiver request and resolution has been received and considered by the State, including a finding by the State that the Local Government is in full compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under 23 CFR 650.3, the State and the Local Government mutually agree to effectuate the waiver; and

WHEREAS, the previously approved project on which the Local Government's required fund participation is being waived shall be hereinafter referred to as the "participation-waived project" (PWP); provided, however, that the term "project" when used elsewhere in the agreement and this amendment shall be construed as the "participation-waived project" unless the context clearly indicates otherwise; and

WHEREAS, the "other" project or projects on which the Local Government proposes to perform structural improvement work in a dollar amount equal to the Local Government fund participation amount waived shall be hereinafter referred to as "equivalent-match projects" (EMP); and

WHEREAS, if one or more advance funding payments have already been received by the State from the Local Government in accordance with the previously executed agreement, including payment for any of the State's indirect costs for the project items that are eligible for State or Federal participation, and, while no portion of these payments can be reimbursed to the Local Government, such payments should be credited against the dollar-amount of the equivalent-match project (EMP) work required to be performed by the Local Government under this agreement amendment.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows.

A G R E E M E N T

Article 1. Description of Amendment Items

Amendment Item A. - The second preamble paragraph under Agreement Article 4, Project Funding, is revised to read as follows:

“However, the project being designated as a “participation-waived project”, the Local Government’s otherwise required 10% fund participation or required percentage as adjusted for EDC consideration, and less any local match fund participation to be paid or already paid to the State, is waived as further described in Article 16 herein. The Local Government shall pay the State 100% of the cost of any project cost item or portion of a cost item that is not eligible for Federal or State participation, and/or any changes in work made at the request of the Local Government.”

Amendment Item B. - In Agreement Article 4, the sub-articles relating to preliminary engineering costs, payments, and estimate of project cost are each amended to read as follows:

“ Preliminary Engineering Costs - The State will document its costs incurred for preliminary engineering with completion of an estimate of total project cost preparatory to letting to contract construction, and, if appropriate, shall notify the Local Government of its share of these costs when submitting notice pursuant to Article 4(D) and/or 4(E).

Payments - If appropriate, forty-five calendar days prior to the State’s scheduled date, for the contract letting of the participation-waived project, the Local Government agrees to pay to the State an amount equal to the Local Government’s agreed upon participation in the project.

The Local Government shall promptly and faithfully provide payment of any funds required of the Local Government. The State will not pay interest on the funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the state treasury.

Estimate of Project Direct Cost - An estimate of the direct cost of the project is provided in Exhibit A of this agreement amendment which supersedes all previous estimates.”

Amendment Item C. - The caption-title of Agreement Article 5, Project Administration and Accomplishment of Work, is amended to read as follows:

“Article 5. Project Administration and Accomplishment of Work on the Participation-Waived Project.”

Amendment Item D. - Agreement Article 5F is added which reads as follows:

“Receive and keep on-file documentation of the work completed on the equivalent-match projects as described in Article 17C herein.”

Amendment Item E. - Article 16, Equivalent-Match Project(s), is added which reads as follows:

“Article 16. Equivalent-Match Project(s)

In consideration of waiver of the Local Government’s otherwise required 10% fund participation on the participation-waived project or required percentage as adjusted for EDC consideration, the Local Government shall perform an equal dollar-amount of structural improvement work, less any local match fund participation on this project to be paid or already paid to the State, on other deficient bridges or non-bridge classified drainage structures within its jurisdiction, referred to as equivalent-match project(s), as follows:”

| Location (and structure identification number, if applicable) | On School Bus Route? | Description of Structural Improvement Work | Estimated Cost |
|---------------------------------------------------------------|----------------------|--------------------------------------------------------------------|----------------|
| CR 1020 at CR 1021 | Yes | Replace deficient CGMP culvert with a 7 x 10 x 26 concrete culvert | \$14,500.00 |
| | | | |
| | | | |
| | | | |
| Total | | | \$14,500.00 |

Amendment Item F. - Article 17, Responsibilities of the Local Government on Equivalent-Match Projects, is added which reads as follows:

“Article 17. Responsibilities of the Local Government on Equivalent-Match Projects

A. The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements for the bridge structures.

B. The structural improvement work on the equivalent-match projects shall be performed within three calendar years after the contract award of the participation-waived project.

C. Documentation of completion of the structural improvement work on the equivalent-match project(s) shall be provided by the Local Government by letter to the State’s applicable District Engineer, no later than 30 calendar days after work completion. This documentation shall include copies of the final structural design plans used in constructing or reconstructing bridges under the equivalent-match project(s).

D. Failure by the Local Government to adequately complete the equivalent-match projects within the stated three-year period, shall result in the Local Government being excluded from receiving such waivers for a minimum of five years.”

Article 2.

All other provisions of the original agreement are unchanged and remain in full force and effect.

Article 3. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed duplicate counterparts to effectuate these agreements.

THE LOCAL GOVERNMENT:

Hunt County
(Name)

By Joe R. Bobbitt
(Signature)

Date 4-9-01

Joe Bobbitt, County Judge
Typed Name and Title of Signatory

Under authority of Minutes of Governing Body, Resolution or Ordinance

Number _____ Dated 4-9-01

THE STATE OF TEXAS

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

By Mary Lou Ralls
Mary Lou Ralls, P.E., Director, Bridge Division

Date 5-18-01

For the purposes of this agreement, notices shall be deemed delivered when addressed and mailed to the following:

The Local Government:

Hunt County
Attn: Commissioner, P&E
PO Box 1097
Greenville, TX 75402

Texas Department of Transportation
District Office:

TXDOT
Attn: Bridge Engineer
1365 N. Main St
Paris, Texas 75460

myk
5-18-01

County **Hunt**
 CSJ **0901-22-033**
 Project **BR 99 (580) OX**
 Road/Street **CR 273 @ Hickory Crk**
 NBI Structure **01-117-AA0273-002**
 Local Designation **CR 1035**
 Date of Agreement Amendment Execution
 By Local Government **4-9-01**

mjk
 5-18-01

**EXHIBIT A TO AMENDMENT TO
 CONSTRUCTION AND MAINTENANCE AGREEMENT
 FOR BRIDGE REPLACEMENT OR REHABILITATION
 OFF THE STATE SYSTEM - ESTIMATE OF DIRECT COSTS**

(NOTE: This estimate supersedes any and all those that may have been provided previously.)

| | <u>Estimated Cost</u> | <u>Local Government Participation</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------------------------------------------------------------------|
| Preliminary Engineering (PE) ♦ | <u>\$ 18,000.00</u> | |
| Ten (10) Percent or EDC Adjusted Percent, Local Government Participation in PE that is Waived | | <u>\$ 1,800.00</u> |
| Construction | <u>\$120,000.00</u> | |
| Engineering and Contingency (E&C) | <u>\$ 6,000.00</u> | |
| The Sum of Construction and E&C ♦ | <u>\$126,000.00</u> | |
| Ten (10) Percent or EDC Adjusted Percent, Local Government Participation in the Sum of Construction and E&C that is Waived | | <u>\$12,600.00</u> |
| Amount of Advanced Funds to be Paid or Already Paid by Local Government, Including Payment for any of the State's Indirect Costs, to be Credited Against Local Participation Waived Amount | | <u>(\$ 0.00)</u> |
| Dollar-amount of Equivalent-match Project Work to be Performed by Local Government (minimum) | | <u>\$14,500.00</u> <i>\$14,400.00</i> <i>mjk</i> <i>5-18-01</i> |
| Total Participation-Waived Project Direct Cost ♦♦ | <u>\$144,000.00</u> | |

Bridge Division
 9-2000-A.1A

7947
RESOLUTION

The State of Texas
County of Hunt

FILED FOR RECORD
COUNTY CLERK
01 APR -9 AN ID: 38
BY: C. W. [Signature]
DEPUTY

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Hunt County, hereinafter referred to as the Local Government owns bridges located at Hale Creek, on CR 3103, National Bridge Inventory (NBI) Structure Number 01-117-AA0516-001, and at Sabine River, on CR 3128, National Bridge Inventory (NBI) Structure Number 01-117-AA0522-001; and

WHEREAS, projects to remedy the bridges is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 108310 dated September 2000, Control-Section-Job (CSJ) Number 0901-22-033, and Texas Transportation Commission Minute Order Number 107615 dated September 1998, respectively; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge projects is \$30,462.00, hereinafter referred to as the "participation-waived" projects, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

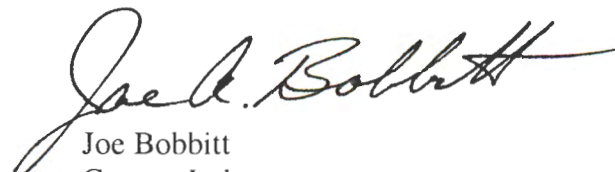
| LOCATION (and NBI structure identification number, if applicable) | ON SCHOOL BUS ROUTE? | DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK | ESTIMATED COST |
|-------------------------------------------------------------------|----------------------|--------------------------------------------|----------------|
| CR 3101 at Wolf Creek (01-117-AA0518-001) | Yes | Complete Replacement | \$30,500.00 |

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

APPROVED this 9th day of April 2001, by Hunt County Commissioner's Court.

SIGNED:


Joe Bobbitt
County Judge

ATTEST:


Linda Brash
County Clerk

FILED FOR RECORD
LINDA HODGINS
COUNTY CLERK HUNT COUNTY, TEXAS

01 APR -9 AM 10:39

BY: C. W. Dato
DEPUTY

County: Hunt

CSJ: 0901-22-025

Project: BR 95 (23) OX

Road/Street: CR 516

NBI Structure No.: 01-117-AA0516-001

Local Designation No.: CR 3103 over Hale Creek

STATE OF TEXAS §
COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the Hunt County Commissioner's Court, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Title 23, United States Code (23 USC), authorizes federal funds to assist local governments in the replacement or rehabilitation of deficient bridges located on a public road or street within its jurisdiction; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at CR 516 (local designation CR 3103) over Hale Creek, and said bridge(s) is included in the currently approved program of work for Off-State System Federal-Aid Bridge Replacement and Rehabilitation as authorized by Texas Transportation Commission Minute Order number 108310, dated September 2000; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project (the Project) identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Conditions for Termination of this Agreement

- a. The Agreement is terminated in writing with the mutual consent of the parties; or
- b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
- c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

6. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C.
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services will be Provided by the State

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- a. A Project Cost Estimate is provided in Attachment C.
- b. A source of funds estimate is also provided in Attachment C. Attachment C shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- c. The Local Government participation is based upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment C as the local contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
- f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

- g. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- h. The State will not pay interest on any funds provided by the Local Government.
- i. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- j. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, this Agreement will clearly state the amount of the fixed price or the incremental payment schedule.
- k. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to (not applicable) percent as authorized by Texas Transportation Commission Minute Order Number (not applicable), dated (not applicable).
- l. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- a. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment C, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural improvement on "other" bridge structures within the Local Government's jurisdiction and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent Match Project(s) (EMP). Attachment D to this Agreement shows a list of EMP(s) under this Agreement.
- b. Project Cost Estimate for PWP. Attachment E to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.
- c. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment E to this Agreement.
- d. Responsibilities of the Local Government on EMP(s).

- (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
 - (2) The structural improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP.
 - (3) Written documentation, suitable for audit, of the structural improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
 - (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: TxDOT
Attn: Bridge Engineer
1365 N. Main Street
Paris, TX 75460

Local Government: Hunt County
Attn: Commissioner, Precinct 3
PO Box 1097
Greenville, TX 75402

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that

such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

25. Civil Rights Compliance

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

26. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by

the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

28. **Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. **Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: Joe A. Bobbitt
Signature

Joe Bobbitt
Printed Name of Signatory

Title: Hunt County Judge

Date: 4-9-01

THE STATE OF TEXAS

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

By: Mary Lou Ralls
Mary Lou Ralls, P.E.
Director, Bridge Division

Date: 5-18-01

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

Bridge Division

9-2000-L.1

ATTACHMENT B
PROJECT LOCATION MAP

Bridge Division

9-2000-L.1

County: Hunt
 CSJ: 0901-22-025
 Project: BR 95 (23) OX
 Road/Street: CR 516
 NBI Structure No.: 01-117-AA0516-001
 Local Designation No.: CR 3103 over Hale Creek

ATTACHMENT C
ESTIMATE OF DIRECT COSTS

| | | <u>Estimated Cost</u> | <u>Local Government Participation</u> |
|-------------------------------------------------------------------------------------------------------------------|-------|-----------------------|-----------------------------------------------|
| Preliminary Engineering (PE) | (1) | <u>\$10,080.00</u> | |
| Ten (10) Percent or EDC Adjusted Percent, Local Government Participation in PE | | | (3) <u>\$1,008.00</u> |
| Construction | | <u>\$84,000.00</u> | |
| Engineering and Contingency (E&C) | | <u>\$4,200.00</u> | |
| The Sum of Construction and E&C | (2) | <u>\$88,200.00</u> | |
| Ten (10) Percent or EDC Adjusted Percent, Local Government Participation in the Sum of Construction and E&C | | | (4) <u>\$8,820.00</u> |
| Total Local Government Participation | | | (3+4) <u>\$9,828.00</u> |
| Total Project Direct Cost | (1+2) | <u>\$98,280.00</u> | |

Bridge Division

9-2000-L.1

County: Hunt
CSJ: 0901-22-025
Project: BR 95 (23) OX
Road/Street: CR 516
NBI Structure No.: 01-117-AA0516-001
Local Designation No.: CR 3103 over Hale Creek

ATTACHMENT D
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT MATCH PROJECT(S) (EMP)

| Location (and structure identification number, if applicable) | On School Bus Route? (Yes/No) | Historic Bridge? (Yes/No) | Description of Structural Improvement Work | Estimated Cost |
|------------------------------------------------------------------------------------|-------------------------------|---------------------------|--------------------------------------------|----------------|
| 01-117-AA0518-001 | Yes * | No | Replace Existing Structure | \$30,500.00 |
| (NOTE: \$9,864.00 of this goes to this CSJ; the remainder goes to CSJ 0901-22-027) | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total (see Note *) | | | | |

Note *: This total must be equal to or greater than the Balance of Local Government Participation that is waived as shown in Attachment E.

Bridge Division

9-2000-L.1

County: Hunt
CSJ: 0901-22-025
Project: BR 95 (23) OX
Road/Street: CR 516
NBI Structure No.: 01-117-AA0516-001
Local Designation No.: CR 3103 over Hale Creek

ATTACHMENT E
ESTIMATE OF DIRECT COSTS
FOR PARTICIPATION-WAIVED PROJECT (PWP)

| | | <u>Estimated Cost</u> | <u>Local Government Participation</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------------|-----------------------------------------------|
| Preliminary Engineering (PE) | (1) | <u>\$10,080.00</u> | |
| Ten (10) Percent or EDC Adjusted Percent, Local Government Participation in PE that is Waived | | | (3) <u>\$1,008.00</u> |
| Construction | | <u>\$84,000.00</u> | |
| Engineering and Contingency (E&C) | | <u>\$4,200.00</u> | |
| The Sum of Construction and E&C | (2) | <u>\$88,200.00</u> | |
| Ten (10) Percent or EDC Adjusted Percent, Local Government Participation in the Sum of Construction and E&C that is Waived | | | (4) <u>\$8,820.00</u> |
| Amount of Advance Funds Already Paid by Local Government or Which the Local Government is Agreeable to Paying, to be Credited Against Local Participation Amount | | | (5) (<u>\$0.00</u>) |
| Balance of Local Government Participation that is Waived with Performance of Equivalent-Match Project(s) by the Local Government (Must be equal to or less than total in Attachment D) | | | (3+4 -5) <u>\$9,828.00</u> |
| Total Participation-Waived Project Direct Cost | (1+2) | <u>\$98,280.00</u> | |
| Total EMP Work Total as shown on Attachment D | | | <u>\$9,864.00</u> |

Bridge Division

9-2000-L.1

FILES FOR RECORD
LINDA BROOKS
COUNTY CLERK UNIT NO. 12

01 APR -9 AM 10: 39

BY: C. W. [Signature]
DEPUTY

| | |
|---------------|-----------------------|
| County | Hunt |
| CSJ | 0901-22-027 |
| Project | BR 95 (25) OX |
| Road/Street | CR 522 @ Sabine River |
| NBI Structure | 01-117-AA0522-001 |

CONSTRUCTION AND MAINTENANCE AGREEMENT
FOR BRIDGE REPLACEMENT OR REHABILITATION
OFF THE STATE SYSTEM
AMENDMENT NO. 1

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

THIS AMENDMENT IS MADE by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Hunt County, a local government or governmental agency or entity, acting by and through its Commissioners Court, hereinafter called the Local Government.

This Amendment relates to waiver of the local match fund participation requirement with performance by the Local Government of an equivalent dollar-amount of structural improvement work.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed an agreement on April 1, 1999 to effectuate the project to replace the bridge and approaches on CR 522 at Sabine River; and

WHEREAS, the previously executed agreement provides that the Local Government shall pay the State (1) 10% of the actual costs for preliminary engineering incurred by the State, (2) 10% of the actual cost of construction, construction engineering and contingency, or other local match fund participation percentages as adjusted for Economically Disadvantaged County (EDC) consideration under the provisions of Texas Transportation Code Section 222.053, and (3) 100% of the cost of any project cost item or portion of a cost item that is not eligible for Federal or State participation; and

WHEREAS, in consideration of such EDC status that may be applicable for this project, the required local match fund participation for this project has been adjusted to (n/a) percent as authorized by Texas Transportation Commission Minute Order number (n/a), dated (n/a); and

WHEREAS, if under the previously executed agreement the required local match fund participation included payment by the Local Government of a portion of the State's indirect costs for the project items that are eligible for State or Federal participation, such payment(s) for indirect cost not already received by the State, may be waived under the provisions of Texas Government Code Section 2106.08; and

WHEREAS, Texas Administrative Code (TAC) Title 43, Section 15.55(d) provides that the Local Government's required 10% fund participation in a project, or required percentage as adjusted for EDC consideration, may be waived provided the Local Governmental body commits by written resolution to spend an equivalent amount of funds for structural improvement work on another bridge structure or structures within the Local Government's jurisdiction provided, however, that the State will not reimburse funds already received under the terms of a previously executed agreement; and

WHEREAS, such a waiver request and resolution has been received and considered by the State, including a finding by the State that the Local Government is in full compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under 23 CFR 650.3, the State and the Local Government mutually agree to effectuate the waiver; and

WHEREAS, the previously approved project on which the Local Government's required fund participation is being waived shall be hereinafter referred to as the "participation-waived project" (PWP); provided, however, that the term "project" when used elsewhere in the agreement and this amendment shall be construed as the "participation-waived project" unless the context clearly indicates otherwise; and

WHEREAS, the "other" project or projects on which the Local Government proposes to perform structural improvement work in a dollar amount equal to the Local Government fund participation amount waived shall be hereinafter referred to as "equivalent-match projects" (EMP); and

WHEREAS, if one or more advance funding payments have already been received by the State from the Local Government in accordance with the previously executed agreement, including payment for any of the State's indirect costs for the project items that are eligible for State or Federal participation, and, while no portion of these payments can be reimbursed to the Local Government, such payments should be credited against the dollar-amount of the equivalent-match project (EMP) work required to be performed by the Local Government under this agreement amendment.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows.

A G R E E M E N T

Article 1. Description of Amendment Items

Amendment Item A. - The second preamble paragraph under Agreement Article 4, Project Funding, is revised to read as follows:

“However, the project being designated as a “participation-waived project”, the Local Government’s otherwise required 10% fund participation or required percentage as adjusted for EDC consideration, and less any local match fund participation to be paid or already paid to the State, is waived as further described in Article 16 herein. The Local Government shall pay the State 100% of the cost of any project cost item or portion of a cost item that is not eligible for Federal or State participation, and/or any changes in work made at the request of the Local Government.”

Amendment Item B. - In Agreement Article 4, the sub-articles relating to preliminary engineering costs, payments, and estimate of project cost are each amended to read as follows:

“ Preliminary Engineering Costs - The State will document its costs incurred for preliminary engineering with completion of an estimate of total project cost preparatory to letting to contract construction, and, if appropriate, shall notify the Local Government of its share of these costs when submitting notice pursuant to Article 4(D) and/or 4(E).

Payments - If appropriate, forty-five calendar days prior to the State’s scheduled date for the contract letting of the participation-waived project, the Local Government agrees to pay to the State an amount equal to the Local Government’s agreed upon participation in the project.

The Local Government shall promptly and faithfully provide payment of any funds required of the Local Government. The State will not pay interest on the funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the state treasury.

Estimate of Project Direct Cost - An estimate of the direct cost of the project is provided in Exhibit A of this agreement amendment which supersedes all previous estimates.”

Amendment Item C. - The caption-title of Agreement Article 5, Project Administration and Accomplishment of Work, is amended to read as follows:

“Article 5. Project Administration and Accomplishment of Work on the Participation-Waived Project.”

Amendment Item D. - Agreement Article 5F is added which reads as follows:

"Receive and keep on-file documentation of the work completed on the equivalent-match projects as described in Article 17C herein."

Amendment Item E. - Article 16, Equivalent-Match Project(s), is added which reads as follows:

"Article 16. Equivalent-Match Project(s)

In consideration of waiver of the Local Government's otherwise required 10% fund participation on the participation-waived project or required percentage as adjusted for EDC consideration, the Local Government shall perform an equal dollar-amount of structural improvement work, less any local match fund participation on this project to be paid or already paid to the State, on other deficient bridges or non-bridge classified drainage structures within its jurisdiction, referred to as equivalent-match project(s), as follows:"

| Location (and structure identification number, if applicable) | On School Bus Route? | Description of Structural Improvement Work | Estimated Cost |
|-------------------------------------------------------------------------------------|--------------------------------|--------------------------------------------|----------------|
| CR 3101 @ Wolf Creek (01-117-AA0518-001) | Yes | Replace bridge | \$30,500.00 |
| | | | |
| (NOTE: \$20,636.00 of this goes to this CSJ; the remainder goes to CSJ 0901-22-025) | | | |
| | | | 20,634.00 |
| Total | EMP WORK CREDITED TO THIS PWP: | | \$20,636.00 |

mk
5-18-01

Amendment Item F. - Article 17, Responsibilities of the Local Government on Equivalent-Match Projects, is added which reads as follows:

"Article 17. Responsibilities of the Local Government on Equivalent-Match Projects

A. The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements for the bridge structures.

B. The structural improvement work on the equivalent-match projects shall be performed within three calendar years after the contract award of the participation-waived project.

C. Documentation of completion of the structural improvement work on the equivalent-match project(s) shall be provided by the Local Government by letter to the State's applicable District Engineer, no later than 30 calendar days after work completion. This documentation shall include copies of the final structural design plans used in constructing or reconstructing bridges under the equivalent-match project(s).

D. Failure by the Local Government to adequately complete the equivalent-match projects within the stated three-year period, shall result in the Local Government being excluded from receiving such waivers for a minimum of five years.”

Article 2.

All other provisions of the original agreement are unchanged and remain in full force and effect.

Article 3. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

D. Failure by the Local Government to adequately complete the equivalent-match projects within the stated three-year period, shall result in the Local Government being excluded from receiving such waivers for a minimum of five years.”

Article 2.

All other provisions of the original agreement are unchanged and remain in full force and effect.

Article 3. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed duplicate counterparts to effectuate these agreements.

THE LOCAL GOVERNMENT:

Hunt County
(Name)

By Joe A. Bobbitt
(Signature)

Date 4-9-01

Joe Bobbitt, County Judge
Typed Name and Title of Signatory

Under authority of Minutes of Governing Body, Resolution or Ordinance

Number _____ Dated 4-9-01

THE STATE OF TEXAS

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

By Mary Lou Ralls
Mary Lou Ralls, P.E., Director, Bridge Division

Date 5-18-01

For the purposes of this agreement, notices shall be deemed delivered when addressed and mailed to the following:

The Local Government:

Hunt County
Attn: Commissioner, Pct 3
PO Box 1097
Greenville TX 75402

Texas Department of Transportation
District Office:

TXDOT
Attn: Bridge Engineer
1365 N. Main St.
Paris, TX 75460

MLR
5-18-01

County **Hunt**
 CSJ **0901-22-027**
 Project **BR 95 (25) OX**
 Road/Street **CR 522 @ Sabine River**
 NBI Structure **01-117-AA0522-001**
 Local Designation **CR 3128**
 Date of Agreement Amendment Execution
 By Local Government **4-9-01**

mlyr
5-18-01

**EXHIBIT A TO AMENDMENT TO
 CONSTRUCTION AND MAINTENANCE AGREEMENT
 FOR BRIDGE REPLACEMENT OR REHABILITATION
 OFF THE STATE SYSTEM - ESTIMATE OF DIRECT COSTS**

(NOTE: This estimate supersedes any and all those that may have been provided previously.)

| | <u>Estimated Cost</u> | <u>Local Government Participation</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------------------------------|
| Preliminary Engineering (PE) ♦ | <u>\$ 23,280.00</u> | |
| Ten (10) Percent or EDC Adjusted Percent, Local Government Participation in PE that is Waived | | <u>\$ 2,328.00</u> |
| Construction | <u>\$194,000.00</u> | |
| Engineering and Contingency (E&C) | <u>\$ 9,700.00</u> | |
| The Sum of Construction and E&C ♦ | <u>\$203,700.00</u> | |
| Ten (10) Percent or EDC Adjusted Percent, Local Government Participation in the Sum of Construction and E&C that is Waived | | <u>\$20,370.00</u> |
| Amount of Advanced Funds to be Paid or Already Paid by Local Government, Including Payment for any of the State's Indirect Costs, to be Credited Against Local Participation Waived Amount | | <u>(\$ 2,064.00)</u> |
| Dollar-amount of Equivalent-match Project Work to be Performed by Local Government <i>(minimum)</i> | | <u>\$20,636.00</u> <i>\$20,634.00</i> |
| Total Participation-Waived Project Direct Cost ♦♦ | <u>\$226,980.00</u> | |

mlyr
5-18-01

Bridge Division
 9-2000-A.1A