

13,700(2)

PURCHASING COOPERATIVE INTERLOCAL AGREEMENT

BETWEEN COUNTY OF HUNT, TEXAS AND COUNTY OF FANNIN, TEXAS

This agreement is made this 26th day of May, 2015 between the County of Hunt, Texas and County of Fannin, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.035 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

Fannin County hereby makes, constitutes and appoints Hunt County its true and lawful purchasing agent for the purchase of Road Oil Contract. Hunt County will forward a copy of requested Annual Contract for the requesting entity use. Fannin County agrees that Hunt County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Hunt County according to its usual bidding procedures and in accordance with applicable State statutes.

FILED FOR RECORD
at 3:07 o'clock P M

JUN 09 2015

JENNIFER LINDENBERG
County Clerk, Hunt County, TX
By *[Signature]*

II.

Fannin County agrees that all specifications for selected items shall be determined by Hunt County.

III.

Fannin County agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill the Fannin County directly for all items purchased, and Fannin County shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Fannin County shall protect, defend, indemnify, and hold harmless Hunt County and its representatives, officers, directors, agents, employees, county commissioners, and county judges, etc., from and against any and all claims, demands and causes of action that arise out of or are related to this agreement.

V.

Jill Holmes, Purchasing Agent is hereby designated as the official representative to act for the Fannin County in all matters relating to this agreement.

VI.

This agreement shall take effect upon execution by both signatories.

VII.

This agreement shall be in effect from the date of execution until terminated, by either party to the agreement, upon written thirty (30) days notice, prior to cancellation, from one party to the other.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

HUNT COUNTY

SIGNATURE: _____

BY: John Horn

TITLE: County Judge

DATE: _____

6-9-2015

FANNIN COUNTY

SIGNATURE: _____

BY: Creta L. Carter II

TITLE: County Judge

DATE: _____

May 26, 2015

**HUNT COUNTY
DEPARTMENT BID AWARD
FORMAL BID NO. 127-15, ROAD OIL and EMULSION FOR SEAL COAT
Effective 4/23/15 through 4/22/16**

VENDOR	Bryan & Bryan	Bryan & Bryan	Ergon Asphalt & Emulsions	Ergon Asphalt & Emulsions	EP&A Envirotac	EP&A Envirotac	Western Emulsions	Western Emulsions
PRODUCT	PRICE per Ton Delivered to all Precincts	PRICE per Ton Picked Up for all Precincts	PRICE per Barrel Delivered	PRICE per Barrel Picked Up	PRICE per Tote Delivered	PRICE per Tote Picked Up	PRICE per Barrel Delivered	PRICE per Barrel Picked Up
Road Oil	\$610.00	\$605.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pick-up Point		8612 FM 2276 North Henderson						
Proof of Insurance	Yes		Yes		Yes		Yes	
VENDOR	Bryan & Bryan	Bryan & Bryan	Ergon Asphalt & Emulsions	Ergon Asphalt & Emulsions	EP&A Envirotac	EP&A Envirotac	Western Emulsions	Western Emulsions
PRODUCT	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up
CRS-1P, Pct 1	No Bid	No Bid	\$2.7001	\$2.45	No Bid	No Bid	\$2.84	\$2.64
CRS-1P, Pct 2	No Bid	No Bid	\$2.6629	\$2.45	No Bid	No Bid	\$2.84	\$2.64
CRS-1P, Pct 3	No Bid	No Bid	\$2.6853	\$2.45	No Bid	No Bid	\$2.84	\$2.64
CRS-1P, Pct 4	No Bid	No Bid	\$2.7001	\$2.45	No Bid	No Bid	\$2.84	\$2.64
CRS-2P, Pct. 1	No Bid	No Bid	\$2.3358	\$2.20	No Bid	No Bid	\$3.00	\$2.75
CRS-2P, Pct. 2	No Bid	No Bid	\$2.3358	\$2.20	No Bid	No Bid	\$3.00	\$2.75
CRS-2P, Pct. 3	No Bid	No Bid	\$2.3331	\$2.20	No Bid	No Bid	\$3.00	\$2.75
CRS-2P, Pct. 4	No Bid	No Bid	\$2.3304	\$2.20	No Bid	No Bid	\$3.00	\$2.75

**HUNT COUNTY
DEPARTMENT BID AWARD
FORMAL BID NO. 127-15, ROAD OIL and EMULSION FOR SEAL COAT
Effective 4/23/15 through 4/22/16**

CRS-2/2H, Pct. 1	No Bid	No Bid	\$1.9558	\$1.82	No Bid	No Bid	\$2.40	\$2.20
CRS-2/2H, Pct. 2	No Bid	No Bid	\$1.9558	\$1.82	No Bid	No Bid	\$2.40	\$2.20
CRS-2/2H, Pct. 3	No Bid	No Bid	\$1.9531	\$1.82	No Bid	No Bid	\$2.40	\$2.20
CRS-2/2H, Pct. 4	No Bid	No Bid	\$1.9504	\$1.82	No Bid	No Bid	\$2.40	\$2.20
CSS-1, Pct. 1	No Bid	No Bid	\$2.5669	\$1.82	No Bid	No Bid	\$2.45	\$2.25
CSS-1, Pct. 2	No Bid	No Bid	\$2.5669	\$1.82	No Bid	No Bid	\$2.45	\$2.25
CSS-1, Pct. 3	No Bid	No Bid	\$2.5521	\$1.82	No Bid	No Bid	\$2.45	\$2.25
CSS-1, Pct. 4	No Bid	No Bid	\$2.5372	\$1.82	No Bid	No Bid	\$2.45	\$2.25
AE-P, Pct. 1	No Bid	No Bid	\$2.8319	\$2.65	No Bid	No Bid	\$3.00	\$2.80
AE-P, Pct. 2	No Bid	No Bid	\$2.8048	\$2.65	No Bid	No Bid	\$3.00	\$2.80
AE-P, Pct. 3	No Bid	No Bid	\$2.8211	\$2.65	No Bid	No Bid	\$3.00	\$2.80
AE-P, Pct. 4	No Bid	No Bid	\$2.8319	\$2.65	No Bid	No Bid	\$3.00	\$2.80
Pick Up Point				209 Robert Nance Rd Mount Pleasant, TX		Temple, Texas		
Envirotac II, Pct.1	No Bid	No Bid	No Bid	No Bid	\$1,100.00	\$1,000.00	No Bid	No Bid
Envirotac II, Pct.2	No Bid	No Bid	No Bid	No Bid	\$1,100.00	\$1,000.00	No Bid	No Bid
Envirotac II, Pct.3	No Bid	No Bid	No Bid	No Bid	\$1,100.00	\$1,000.00	No Bid	No Bid
Envirotac II, Pct.4	No Bid	No Bid	No Bid	No Bid	\$1,100.00	\$1,000.00	No Bid	No Bid
Pick Up Point						Atlanta, GA		

**HUNT COUNTY
DEPARTMENT BID AWARD
FORMAL BID NO. 127-15, ROAD OIL and EMULSION FOR SEAL COAT
Effective 4/23/15 through 4/22/16**

Ergon- Adds Federal Env Fee \$0.4424/ton asphalt & polymers \$0.00133 Gal Emulsions

Ergon - Delivered load price is based on full transport loads, approximately 5,500 gallons

Ergon - Demurrage rate is \$80.00 per hour after 2 hours. Pump & Hose chg \$ 80.00 / load

Ergon - Freight is based on full transport load, even if full load of material is not ordered

Ergon- Return freight is one-half of the outgoing tariff

Ergon - For CRS-1P & AE-P the pickup point is: 1820 HWY 6 East, Waco, TX

Western Emulsions - Demurrage rate is \$65.00 per hour after 2 hours.

Contacts

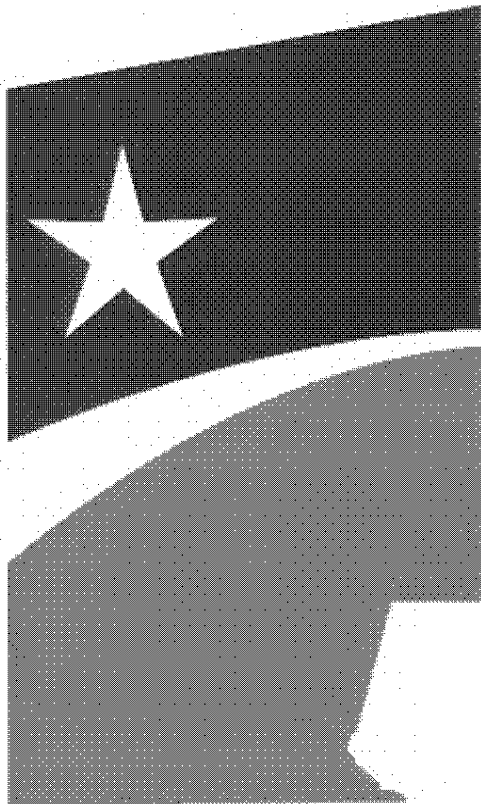
Bryan & Bryan Asphalt - Billy Todd Bryan (903) 657-2391

Ergon Asphalt & Emulsions - Kody J. Kohli (512) 469-9292

EP&A Envirotac, Inc. - Justin Vermillion (760) 777-8035

Western Emulsions - Phillip Moss (469) 919-8366

13,701



HUNT COUNTY

★ TEXAS ★

FILED FOR RECORD
at 3:00 o'clock p M

JUN 09 2015

JENNIFER LINDENZWEG
County Clerk, Hunt County, TX
By [Signature]

13,702
FILED FOR RECORD
at 4:02 o'clock P M
SEP 15 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Interlocal Agreement, Hunt County – Public Works

On July 6, 2015, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of an Interlocal Agreement with Hunt County.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Agreement with Hunt County for the upgrade of Hunt County Road 2652 from the county line East until it dead ends into Hunt County Road 2642. The City of Royse City has agreed to a cost participation in the amount of \$45,968 to finance their full and shared maintenance segments. Same is hereby approved as per the attached documentation.



Keith Self

Keith Self, County Judge

Susan Fletcher

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams

Cheryl Williams, Commissioner, Pct. 2

Chris Hill

Chris Hill, Commissioner, Pct. 3

Duncan Webb

Duncan Webb, Commissioner, Pct. 4

ATTEST:

Stacey Kemp

Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, TEXAS

**INTERLOCAL AGREEMENT BETWEEN
HUNT COUNTY, TEXAS AND COLLIN COUNTY, TEXAS**

This INTERLOCAL AGREEMENT ("**Agreement**") by and between HUNT COUNTY, TEXAS, a political subdivision of the State of Texas ("**Hunt County**"), and COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas ("**Collin County**"), is entered effective as of the date signed by the both parties. ("**Effective Date**")

A.

**CONTRACTUAL RECITALS AND
STATEMENT OF PURPOSE**

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the upgrade of approximately 3/10 mile of County Road 2652 from dirt to asphalt, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Hunt County and the Commissioners Court of Collin County; and

WHEREAS, Collin County provides these services to the citizens of Collin County, and has the capacity to service the needs of Hunt County; and

WHEREAS, Hunt County and Collin County have investigated and determined that it would be advantageous and beneficial to both Collin County and to Hunt County and its inhabitants for Collin County to provide the upgrade of approximately 3/10 mile of County Road 2652 from dirt to asphalt to Hunt County; and

WHEREAS, Hunt County wishes to engage Collin County to upgrade County Road 2652 on behalf of Hunt County, and Hunt County desires to engage Collin County to provide such services together with the labor and materials necessary to accomplish a public purpose beneficial to Hunt County and to the people of Hunt County, Texas, including but not limited to the benefit of fostering public safety; and

WHEREAS, the governing bodies of Hunt County and Collin County desire to foster good-will and cooperation between the two entities; and

WHEREAS, Hunt County and Collin County deem it to be in the best interest of both entities to enter into this Agreement relative to the upgrade of County Road 2652 and for such

other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, Hunt County and Collin County agree as follows:

**B.
DEFINITIONS**

1. **"Property"** means approximately 3/10 mile of County Road 2652 located in Hunt County, Texas, and which is the subject of this Agreement.
2. **"Services"** means the upgrading of the Property from dirt to asphalt that Collin County will perform using Collin County equipment.

**C.
SERVICES TO BE PERFORMED**

Hunt County agrees to engage Collin County to upgrade approximately 3/10 mile of County Road 2652 located in Hunt County, Texas, from dirt to asphalt together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

**D.
COVENANTS**

1. Pursuant to the Interlocal Cooperation Act, Texas Government Code 791, Collin County agrees to provide personnel and equipment for \$81,900.00 to complete the upgrade of the Property from dirt to asphalt utilizing eight (8) inches of compacted flex-base rock and two course asphalt penetration within the territorial limits of Hunt County.

2. The parties intend that Collin County shall not begin performing the Services and Hunt County will not be obligated to pay for the Services until Hunt County has notified Collin County in writing directing Collin County to commence Services.

3. The parties intend that Collin County in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Collin County shall not be considered an agent, employee, or borrowed servant of Hunt County.

4. For and in consideration of this agreement by Collin County, Hunt County agrees to pay \$81,900.00 to Collin County for the equipment, labor, and materials required for the Services being performed by Collin County.

5. Collin County acknowledges and understands that Hunt County makes no warranties, either expressed or implied, as to the safety of the Property before, during, or after Collin County performs the Services. This Agreement provides and imparts sufficient warning that dangerous conditions, risks and hazards may exist on the Property before, during, or after Collin County performs the Services. Collin County's or other persons' presence and activities on the premises during the performance of Services may expose both Collin County and Collin County's property, as well as the other persons and their property, to dangerous conditions, risks and hazards. Collin County acknowledges, accepts and assumes all such dangerous, risky and hazardous conditions.

6. Collin County realizes and acknowledges that there are both natural and man-made risks and hazards associated with being on the Property and with utilizing the Property before, during, or after Collin County performs the Services. Collin County agrees and understands that Hunt County assumes no liability for any party's safety when they are exposed to hazardous conditions, whether natural or man-made on Property.

7. The parties shall provide written approval for the Project in a separate document from this Agreement (the "Resolution") that describes the Project's type and location, in accordance with Texas Government Code § 791.014.

**E.
TERM**

Collin County shall have a reasonable amount of time to perform the Services. The provisions, covenants, conditions and indemnities contained in this Agreement shall survive the term of Collin County's or other persons' entry onto the Property.

**F.
CONDITIONS**

If additional payment becomes required for the Services provided by Collin County, then Hunt County shall pay for these Services from the current revenues available to Hunt County as required by Texas Government Code § 791.011.

**G.
SEVERABILITY**

If any one or more of the provisions of this Agreement, or the application of any such provision to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent at any time, the remainder of this Agreement, and the application of such provision to persons, entities, or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected, and shall continue to be enforceable to the fullest extent permitted by law. Any invalid, unlawful, or unenforceable

provision hereof shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the parties hereto regarding such provision.

**H.
ENTIRE AGREEMENT OF THE PARTIES**

This Agreement constitutes the entire agreement and understanding of the parties and/or their representatives, with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any party hereto which is not embodied in this Agreement or in connection with the transactions contemplated hereby, and no party hereto shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not so set forth. All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by Hunt County and Collin County and/or their representatives.

**I.
AMENDMENTS, SUPPLEMENTS, ETC.**

This Agreement may be amended, modified, and/or supplemented only by a written agreement signed by both parties.

**J.
BINDING EFFECT**

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

**K.
GOVERNING LAW**

This Agreement shall be construed in accordance with the governing laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement shall lie in Collin County, Texas.

**L.
NO THIRD-PARTY BENEFICIARIES**

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

M.

FULL UNDERSTANDING AND AGREEMENT

EACH RELEASING PERSON, ENTITY, OR PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL AGREEMENT AND RELEASE (INCLUDING EXHIBITS) AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS AGREEMENT AND RELEASE, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD, WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

**N.
NOTICES**

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to Hunt County shall be sufficient if made or addressed to the office of the County Judge, 2500 Lee St., Greenville, Texas 75401. Notice to Collin County shall be sufficient if made or addressed to the office of the County Judge, 2300 Bloomdale Road, Suite 4192, McKinney, Texas 75071.

**O.
EXECUTION AND EFFECTIVE DATE**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

HUNT COUNTY

Date: 8-18-2015

By: 

John L. Horn, County Judge

COURT ORDER NO. 2015-402-07-06

COLLIN COUNTY

Date: 9/2/15

By: 

Keith Self, County Judge

Page 2- Plat Application

Total length of new roadway (in miles) _____

Property Location _____

APPLICANTS: (List persons you wish to be contacted about this request)

1. Owner _____
Address _____

City, State, Zip

2. Applicant _____
Address _____

City, State, Zip

3. Representative _____
Address _____

City, State, Zip

Application Submitted By:
__ Owner __ Applicant __ Rep.
Date Submitted _____
Contact Phone _____

Submitted By _____
Print Name

Signature

** This application meets the Hunt County Commissioners Court requirements for plat submittal and processing.

By: _____
(Signature)

Date: _____

Scheduling: Tentative Commissioners Court Meeting Date: _____

#13,703
Sample

Hunt County Sub-division Plat Check List

FILED FOR RECORD
at 3:00 o'clock P M

JUN 09 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *[Signature]*

Subdivision Name _____

Date Submitted _____

Subdivision Name Conflicts Yes No

Final Preliminary

Number of Lots _____

Road Access All lots have public road access Internal roads required

Fees for Plan & Plat Review Paid Total Fees Paid \$ _____

Location Unincorporated _____ Municipality Approval Yes No Not Required

Plat Format

- Proper Size
- Scale, North Arrow & Date Approval Certificates
 - Owner & Notary Public
 - Owner Dedication
 - Surveyor & Notary Public
 - Health Department
 - County
 - Judge's signature block
- Standard Plat Notes
- Location Map
- Adjacent Property Shown W/ Names

ETJ

- Lot Description (Block, No., Acreage, Dimension)
- Lot Setback Lines _____ Ft.
- Right -Of-Way Dedication
- Utility Service Providers
- Drainage Easements shown at full expanse (See Subdivision Regulations for appropriate widths)
- Drainage & Topography
 - Drainage Plan Included
 - Topography Shown
 - 100 Year Flood Plain In Subdivision & Shown on Map If Applicable
 - Erosion Control

Plan Roads – (if applicable)

Type (R, M, C, P) _____

Right - of - Way Width _____

Roadway Width (ft.) _____

Subgrade Treatment _____

Base Type _____

Surface Asphalt Concrete

- Plan & Profile Plans Submitted and Checked
- Plans Prepared by Texas P.E.
- Subdivision Name & Road Names Approved
- Amount Due County \$
- Connections to Other Public Roads Acceptable
- Restrictions Submitted
- Copy of Blackline or Digital plat to 911 Rural Addressing
- Permit Requirements For Bldg. & Driveway Indicated
- Water Supply Shown
- Water Supply State Approved
- Wastewater Disposal Plan Approved
- Tax Certificate Showing Taxes Paid
- Recommended For Commissioners Court Approval Proposed Agenda Date

Checked By _____

Date _____

#13,703

June 9, 2015

MEMO: Subdivision Rules and Regulations/ County Road Policy Amendments Per Commissioner's Court Approval on June 9, 2015

To All Concerned,

Please be advised that the following amendments have been adopted by the Commissioner's Court of Hunt County, Texas, and are to go into effect immediately:

1. Page 10 of the Hunt County Subdivision Rules and Regulations, Section V "Platting Procedure," Paragraph 6 (B) shall now read as follows.

"The owner/ agent or representative shall submit twelve (12) copies of a preliminary plat, a plat application form, required supporting documents, and applicable plat review fees to the Hunt County Health Department (Reference Section V, 6(D)). After applicable fees have been paid, the owner/agent or representative shall deliver platting information and all other supporting documentation to the Hunt County Commissioner's Court and/or the Administrative Assistant to the Court (See Appendix D "Hunt County Plat Application" and Appendix E "Hunt County Subdivision Plat Check List")."

2. Page 27 of the Hunt County Subdivision Rules and Regulations, Section VI "Subdivision Standard/ Specifications" Section 2.(S).2. shall now read as follows.

"2) Hot Mix Asphalt or Oil/ Sand Mix or Concrete"

3. Page 28 of the Hunt County Subdivision Rules and Regulations, Section VI "Subdivision Standard/ Specifications" Section 2.(S).2.(C). shall be added and now read as follows.

"All proposed concrete streets shall meet the requirements as stipulated in "Appendix C" of the Hunt County Subdivision Rules and Regulations."

4. Page 3 of the "Hunt County Road Policy" Section V Sub-divisions (A) shall now read as follows.

"To be considered for maintenance by Hunt County, private roads in recorded sub-divisions must be asphalt, oil sand, or concrete and meet current county standards in regards to width, drainage, culverts, curbs, base material type, and thickness, as described in the Hunt County Subdivision Rules and Regulations."

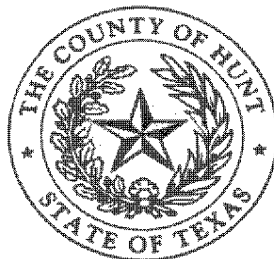
5. Page 4 of the "Hunt County Road Policy" Section IX Culverts shall now read as follows.

"...as needed by the county at the county expense. However, if a property owner/agent or representative uses a concrete surface to cover culverts within the county right of way, all expenses for installation, warranty, and maintenance will be the sole responsibility of the property owner/agent or representative."

FILED FOR RECORD
at 2:40 o'clock P M

JUN 23 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County TX
By 



#13,703

FILED FOR RECORD
at 2:42 o'clock p M

JUN 23 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County TX

By: *Jennifer Lindenzweig*

Appendix D

Hunt County Plat Application

2507 Lee St.

Greenville, Texas 75403

Phone: 903-408-4195

Email: commissioner@huntcounty.net

PRELIMINARY PLAT FINAL PLAT RE-PLAT OTHER: _____

Date _____

Fee Paid \$ _____

FEES

NOTE: ALL FEES ARE TO BE PAID AT THE COUNTY HEALTH DEPARTMENT

Preliminary Plat	\$300.00 plus \$10 per lot
Final Plat	\$300.00 plus \$25 per lot
Re-plat w/o revised construction	\$250.00
Re-plat with revised construction	\$250.00 plus \$10 per lot
Variance Request	\$100.00 per request
Release of easements	\$100.00
Cancellation	\$250.00
Amended or Revised Plat	\$100.00

** Plats submitted as a short form submittal will be assessed the preliminary plat fee.

** Subdivision Rules and Regulations are available on the Hunt County web site.

DESCRIPTION OF PROPERTY:

Name _____

Total Acres _____ Total No. of Lots _____ Lot Size _____

Type of Road: ___ Asphalt ___ Concrete ___ Hot Mix Asphalt ___ Rock ___ Other

** If you checked other, please specify below.

Total length of new roadway (in miles) _____

Property Location _____

APPLICANTS: (List persons you wish to be contacted about this request)

1. Owner _____
Address _____

City, State, Zip _____

2. Applicant _____
Address _____

City, State, Zip _____

3. Representative _____
Address _____

City, State, Zip _____

Application Submitted By:
__ Owner __ Applicant __ Rep.
Date Submitted _____
Contact Phone _____

Submitted By _____
Print Name

Signature

** This application meets the Hunt County Commissioners Court requirements for plat submittal and processing.

By: _____
(Signature)

Date: _____

Scheduling: Tentative Commissioners Court Meeting Date: _____

Appendix E

Hunt County Sub-division Plat Check List

Subdivision Name _____

Date Submitted _____

Subdivision Name Conflicts Yes No Final Preliminary

Number of Lots _____

Road Access All lots have public road access Internal roads required

Fees for Plan & Plat Review Paid Total Fees Paid \$ _____

Location Unincorporated _____ Municipality Approval Yes No Not Required

Plat Format

- Proper Size
- Scale, North Arrow & Date Approval Certificates
 - Owner & Notary Public
 - Owner Dedication
 - Surveyor & Notary Public
 - Health Department
 - County
 - Judge's signature block
- Standard Plat Notes
- Location Map
- Adjacent Property Shown W/ Names

ETJ

- Lot Description (Block, No., Acreage, Dimension)
- Lot Setback Lines _____ Ft.
- Right -Of-Way Dedication
- Utility Service Providers
- Drainage Easements shown at full expense (See Subdivision Regulations for appropriate widths)
- Drainage & Topography
 - Drainage Plan Included
 - Topography Shown
 - 100 Year Flood Plain In Subdivision & Shown on Map If Applicable
 - Erosion Control

Plan Roads – (if applicable)

Type (R, M, C, P) _____

#13,703
FILED FOR RECORD
at 2:40 o'clock P
JUN 23 2015
JENNIFER LINDBERGH
County Clerk, Hunt County, TX
By _____

Right – of – Way Width _____

Roadway Width (ft.) _____

Subgrade Treatment _____

Base Type _____

Surface Asphalt Concrete

- Plan & Profile Plans Submitted and Checked
- Plans Prepared by Texas P.E.
- Subdivision Name & Road Names Approved
- Amount Due County \$
- Connections to Other Public Roads Acceptable
- Restrictions Submitted
- Copy of Blackline or Digital plat to 911 Rural Addressing
- Permit Requirements For Bldg. & Driveway Indicated
- Water Supply Shown
- Water Supply State Approved
- Wastewater Disposal Plan Approved
- Tax Certificate Showing Taxes Paid
- Recommended For Commissioners Court Approval Proposed Agenda Date

Checked By _____

Date _____



#13,704

FILED FOR RECORD
at 3:00 o'clock P M

May 29, 2015

JUN 09 2015

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

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *[Signature]*

Farmers Electric Cooperative Member: Ricky L. Duncan
Service Order Number: 1505001629

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2418 which is located, .27 miles south west of PR 2414 in Hunt County, Texas.

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

If you have any questions, please contact Peter Benninger office, 903-453-0513 or cell, 903-453-5292.

Sincerely,

Peter Benninger

Peter Benninger
Engineering Asst.

pbenninger@farmerselectric.coop
Phone 903-453-0513
Mobile 903-453-5292

Submitted by Ra'chel Tidwell
Field Engineering Coordinator

Enclosures

#13,705

ESCROW TRUST AGREEMENT

FILED FOR RECORD
at 3:00 o'clock P M

JUN 09 2015

THE STATE OF TEXAS
COUNTY OF HUNT COUNTY

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By 

This contract and agreement made and entered into on this the 21st day of May 2015, by and between Hunt County Commissioner Jim Latham, Precinct 4 and Craig Porter by hereinafter called "Purchaser".

WITNESSETH:

That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$4,000.00 for the purpose of constructing a certain site improvement, to wit:

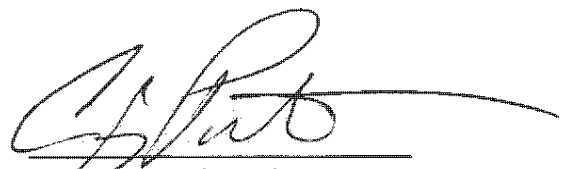
Upgrade approximately 667 feet on CR4705 from dirt to rock

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

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

IN TESTIMONY WHEREOF, the parties hereto have executed this contract and agreement on this the 21st day of May 2015.


Commissioner's Signature


Purchaser signature
6211 CR 4705
(Address of purchaser)
Commerce, TX 75428
214-680-6091

#13,706

ESCROW TRUST AGREEMENT

FILED FOR RECORD
at 3:02 o'clock P M

JUN 09 2015

THE STATE OF TEXAS
COUNTY OF HUNT COUNTY

JENNIFER LINDENZWENG
County Clerk, Hunt County, TX
By *[Signature]*

This contract and agreement made and entered into on this the 12th day of May 2015, by and between Hunt County Commissioner Tod McMahan, Precinct 2 and Beau King by hereinafter called "Purchaser".

Millennium Interest LTD *fra*

WITNESSETH:

That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$10,808.00 for the purpose of constructing a certain site improvement, to wit:

Upgrade approximately 1351 feet on CR2142 from dirt to rock

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

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

IN TESTIMONY WHEREOF, the parties hereto have executed this contract and agreement on this the 12th day of May 2015.

[Signature]

Commissioner's Signature

[Signature]
Purchaser (signature) *General Manager*

(Address of purchaser) *Millennium Interest LTD*
Tod King
1768 State Street
Houston TX 77007
713-870-0216

13,709

Fax to: 903-408-4291 Att: Sandy
From: Sgt. Knudson, Classification
JAIL COUNT
May 28 - June 8, 2015

<u>DATE</u>	<u>MALE</u>	<u>FEMALE</u>	<u>HOLDING</u>	<u>Hopkins County</u>	<u>PTS</u>	<u>Federal</u>	<u>TOTAL</u>
26-May	235	56	6	0	0	20	317
27-May	236	55	5	0	0	20	316
28-May	226	54	16	0	3	20	319
29-May	224	53	5	0	0	20	302
30-May	218	52	12	0	0	20	302
31-May	222	54	13	0	0	20	309
1-Jun	224	51	5	0	0	20	300
2-Jun	223	50	21	0	0	20	314
3-Jun	224	49	16	0	0	20	309
4-Jun	226	51	13	0	0	20	310
5-Jun	225	54	10	0	0	20	309
6-Jun	220	58	11	0	0	20	307
7-Jun	226	55	6	0	0	20	307
8-Jun	227	54	5	0	0	20	306

FILED FOR RECORD
at 3:00 o'clock P M

JUN 09 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: *[Signature]*