STATE OF TEXAS

TxCDBG PROJECT AGREEMENT

at 1:00 oʻclock p

JAN 24 2017

County of Hunt

JENNIFER LINDENZWEIG
By County Clerk, Hunt County

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

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

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

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

SIGNED and ENTERED this A day of , 2017.

A A STATE OF THE S

COUNTY OF HUNT, TEXAS

HICKORY CREEK SPECIAL UTILITY DISTRICT (SERVICE PROVIDER)

BY:

COUNTY JUDGE

PRESIDENT

ATTEST:

ATTEST:

COUNTY CLERK

BOARD SECRETARY



出しいイコス at_Lion o'clock_の M

JAN 24 2017

JENNIFER LINDENZWEIG County/Clerk, Hunt County (X)

2017 PRIORITY ISSUE AREAS AND PLAN OF WORK HUNT COUNTY

Hunt County Priority Issues (Identified 2015)

- Water Conservation
- · Awareness and Eradication of Pests
- Youth Life Skills
- Career Development/Job Preparedness
- Small and New Landowner Development
- Overall Healthcare
- Building Self Esteem
- Transportation
- Youth Education
- Homeless (financial literacy)

Agriculture and Natural Resources

- Ag Literacy (Small and New Landowner Series)
- 4-H Agriculture
- General Agriculture (adult)
- EarthKind Environmental Stewardship (Horticulture/Heritage Garden)
- Science of Agriculture (4th grade Ag Day)
- 4-H Grows (4-H Management)

Family & Consumer Sciences

- Weight Management (Walk Across Texas)
- Diabetes Educational Series (Do Well, Be Well)
- Better Living for Texans (Back to the Basics & Fresh Start to a Healthier You)
- Multi-County Child Care Conference (Cass, Fannin & Hunt)
- Multi-County Dinner Tonight (Hopkins, Hunt, Rains, & Wood)
- Technology Talks
- Texas Extension Education Association
- 4-H FCS

Organizational Management

- Staff Training
- Office Management
- Reporting

Texas A&M AgriLife Extension Service 2217 Washington Street | Greenville, Texas 75401

at 1-902 o'clock ρ Μ

RESOLUTION # 14,475

JAN 24 2017

JENNIFER LINDENZWEIG By County Clerk Hunt County, TX

A RESOLUTION OF THE HUNT COUNTY COMMISSIONERS' COURT IN SUPPORT OF THE ADDITION OF FANNIN COUNTY TO SULPHUR RIVER REGIONAL MOBILITY AUTHORITY (SURRMA)

Whereas, on June 28, 2007, pursuant to the Minute Order 110975, the Texas Transportation Commission authorized the creation of a regional mobility authority in accordance with the provisions of Chapter 370 of the Texas Transportation Code composed of Delta, Hunt and Lamar counties known as the Sulphur River Regional Mobility Authority (SuRRMA); and

Whereas, since the creation of SuRRMA has pursued the acquisition of Right of Way and the adjustment of utilities of a 10.4 mile of Texas Hwy 24 through Delta County and assisting Texas Department of Transportation Paris District with the construction of this segment of Texas Hwy 24 with a four lane divided highway. The completion of this highway segment provides connectivity via a four lane divided highway from Exit 101 on I30 to I40 in Oklahoma; and

Whereas, the Transportation Code 370.0315 and rules adopted by the Texas Transportation Commission, set forth in 43 Tex. Admin. Code 26.21 govern the process for addition of counties into an existing regional mobility authority; and

Whereas, the Commissioners' Court of Fannin County has adopted a resolution requesting that Fannin County be allowed to join SuRRMA; and

Whereas, this process requires that each county that is a member of the regional mobility authority submit a resolution from its Commissioners' Court indicating support for the request of the additional county to join Surrand

Whereas, the Commissioners' Court of Hunt County has considered the request of Fannin County to join SuRRMA; and

Whereas, the Commissioners' Court of Hunt County has determined the addition of Fannin County will benefit the mobility of the Sulphur River Region; and

THEREFORE, BE IT RESOLVED That the Hunt County Commissioners' Court agrees to and supports the addition of Fannin County to SuRRMA; and

BEIT FURTHER RESOLVED that the Hunt County Commissioners' Court acknowledges that the addition of Fannin County will allow Fannin County Commissioners' Court to appoint two (2) members to the Surran Board of Directors; and

BE IT FURTHER RESOLVED that Hunt County Commissioners' Court authorizes county staff and the County Judge to take such other actions as are necessary to secure the approval of the Commission to the addition of Fannin County to SuRRMA; and

BE IT FURTHER RESOLVED that the Hunt County Commissioners' Court commends the Fannin County Commissioner's Court for its foresight and commitment to regional mobility planning and regional cooperation.

Approved this 24th day of January, 2017 by the Hunt County Commissioners' Court of Texas.

John L. Horn
Hunt County Judge

Fric Evans

Commissioner, Precinct #1

Tod McMahan

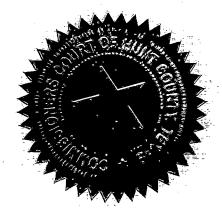
Commissioner, Precinct #2

Phillip Martin

Commissioner, Precinct #3

lim Latham

Commissioner, Precinct #4



14,476

FIRE PROTECTION AGREEMENT CONTRACT

THE STATE OF TEXAS §

COUNTY OF HUNT §

FILED FOR RECORD

O'clock P N

JAN 24 2017



ARTICLE I

This agreement ("Agreement"), made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the Tawakoni South Fire Department.

Tawakoni South Fire Department is an incorporated volunteer fire department, or municipal fire department located in Hunt County, at the address of 10407 FM 429 Quinlan TX 75474 hereinafter called "Department" acting through its Fire Chief as authorized by said department. Said agreement made pursuant to authority of: Texas Local Government Code Chapters 352 and 791; Texas Government Code Chapter 418 Subchapters E and E-I; and Texas Civil Practice and Remedies Code Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and

WHEREAS, the County is desirous of obtaining certain firefighting services rendered by said department, as more fully hereinafter described and limited,

NOW, THEREFORE, for and in Consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now Agree to be valuable and sufficient Consideration, said parties Agree and convenient upon the terms and conditions as follows:

ARTICLE II

DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall be any circumstance in which there is a high probability of death or serious injury to an individual or significant property loss, located in any area of Hunt County.

- B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district, has permanent responsibility for first alarm response to fires in such district.
- C. "HCFA" means The Hunt County Firefighters Association, which is a Corporation made up of the Fire Departments in Hunt County that receive funding from the County.
- D. "Urban area" means any area within the corporate limits of an incorporated city, town, or village within said County.
- E. "Department" means a firefighting group that is a member in good standing of the Hunt County Fire Fighters Association.

ARTICLE III

SCOPE AND NATURE OF SERVICES

- A. Service to be rendered and performed hereunder by the Department are limited to Fire Protection Services normally rendered under circumstances of emergency as hereinafter defined.
- B. It is hereby understood and agreed by and between the parties that the County is divided into Districts as shown by map of Hunt County dated (10-26-15) on file and available for review in the office of the Hunt County Fire Marshal and Hunt County 911 Office, for the purpose of establishing primary responsibility for Fire Protection throughout the County. The HCFA will be responsible for dictation, formation and alterations of District boundaries.
- C. Each department in Hunt County is responsible for making first alarm response to fire or other emergencies within their District. No Department shall respond out of its District unless Mutual and/or Automatic Aid are requested by another department. Local Government Code, Section 418.109.
- D. Such service shall be rendered on first response basis to the District provided, however, when one or more fires are in progress within the County, or when the strength of the firefighting personnel of the Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire, or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster or calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him/her for such purpose, to

- determine whether or not such firefighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.
- E. County agrees that Department shall render such services to other Districts in the County if Mutual Aid and/or Automatic Aid is requested by the Department of such District. Department shall have Authority to render Mutual Aid Assistance as provided by Section 418.109 and Section 418.110 of the Local Government Code.
- F. County gives and grants to the Department full and complete authority to operate the Department's vehicles on and over the roads, highways and other thoroughfares of the County and other public places that are subject to the County's maintenance and control. Vehicles must be compliant with State of Texas safety and insurance requirements.
- G. Department agrees that a Firefighter providing service to the County under this Agreement may be considered an Agent of the County as provided by Section 352.004 of the Local Government Code, if all other conditions precedent for that agency relationship are met when engaged in the scope of its duty to provide fire protection services for the residents in any part of the area of the County that lies outside the territorial limits of any municipal corporation. However, it is understood that the Department is a private non-profit corporation and not a governmental entity, and is not an agent of the County for any other purpose.
- H. It is expressly agreed and understood that the Department assumes all responsibility for any injury or damage suffered by any person or property resulting from the provision of any emergency service not the subject of this contract or the use of any member's personal vehicle in response to any dispatch including any damage or injury caused or contributed to by reason of the use or operation of any equipment or tangible property owned by the County or purchased by the County for the Department including attorney fees, costs of court, and other expenses reasonably necessary in preparing and presenting any defense in such matter as well as for any damage for which the County is found liable by any court of competent jurisdiction.
- I. The County's authority shall be limited to that authority provided by Chapter 352 of the Texas Local Government Code or other applicable law. Under that authority and in order to protect the best interest of the residents of the County, each member of the Department shall be subject to a criminal background check and drug screening at the Department's expense upon joining the Department, or within three months after full execution of this Agreement if no criminal background check or drug screening occurred upon the member's joining. An additional drug screening shall occur after any collision or other accident involving a Department vehicle or a member's personal vehicle while

responding to a dispatched emergency call. If any criminal background information or positive drug screen is obtained during these tests and/or background checks, the information shall be forwarded within five (5) business days to the attention of the Hunt County Fire Marshal. If the Fire Marshal or the Department believes the information obtained warrants removal of the member from the Department, the member shall be removed from the Department, or the Department will no longer receive payments from Hunt County under this Agreement. In addition, if it is discovered that the Department intentionally or knowingly failed to perform its duties under this paragraph, it shall repay the monies obtained from the County during the entire period of non-compliance.

- J. Department agrees that if it is known or becomes known that an active member has: (1) ever been convicted of ARSON, MURDER, <u>KIDNAPPING</u>, SEXUAL OFFENSES, SELLING OF DRUGS, CRIMES OF MORAL TURPITUDE or (2) been convicted of any FELONY, including deferred adjudication, within the past 5 years, such information will be made known to the County through the Hunt County Fire Marshal and said member will be removed from that department. Department agrees that time shall be calculated from the last date of confinement, parole or probation in determining the age of the offense.
- K. The Hunt County Fire Marshal shall be responsible only for the performance of the contract and not responsible for day to day operations of the contracted departments.
- L. The HCFA shall monitor Department performance to include equipment, personnel, training, apparatus and response.

ARTICLE IV

TERM

| The term during wh | nich this agreement | shall be in force | and effect shall | commence on the |
|--------------------|---------------------|-------------------|------------------|-----------------|
| day of | , and | d end on the | day of | |

ARTICLE V

COMPENSATION

A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said County, relating to the rendition of Fire Protection Services to areas within the said County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

- B. As consideration for services rendered by the Department there under Hunt County shall make the following payments unless unforeseen budget restrictions prevent payments:
 - a. Hunt County will provide \$2,400.00 per month for such Fire Protection and Emergency Services.
 - b. Hunt County will provide \$ 1,916.00 per month to be divided by departments for run overage of dispatched fire calls. This report will be provided to the County by the HCFA.
- C. The County will provide Workman's Compensation Insurance coverage to all Volunteer Firefighters while they are in the performance their duties of firefighter for their perspective department.
- D. The payments from Hunt County listed in Article V. B. above shall be reviewed annually during the budget process, and shall not be made unless approved by the Commissioners during a regularly scheduled session or special session. If the County budget is depleted due to an unforeseen disaster or act of God, the County shall not be under obligation to pay the scheduled amount.

ARTICLE VI

BOOKS, RECORDS, AND EQUIPMENT

- A. The Department shall keep accurate books and records as to all firefighting or other emergency calls made. Such records shall reflect the date, time and the location of where the service was rendered, and the name and exact address if available. At any point the County may request a copy of call record. The Department must provide the requested record with five (5) business days.
- B. Monthly reports shall be submitted to the Texas Fire Incident Reporting System, the Texas Forest Service, and the National Fire Incident Reporting System.
- C. Monthly call reports shall be submitted to the HCFA at the following monthly meeting.
- D. A quarterly report shall be given by the HCFA to the County Commissioners Court that shall include the call volume and number of AMR dispatches, including the number of AMR dispatches that were not responded to, for each department. The quarterly report shall be broken down by Department and call type.
- E. The Department shall keep accurate books and records of all monies spent from County contract funds.

- F. The Department shall keep and maintain a list of active members.
- G. The Department shall have a member attend each of the HCFA meetings to conduct business, report any concerns, ideas, comments, and to keep the Fire Protection in the County moving forward. No Department's receipt of the monies provided for in Section V.B, above, shall be contingent upon attendance of such meeting.
- H. Contract payments shall be distributed from Hunt County to the Department monthly. Payments to Departments whose reports and records are not received by the deadline may be withheld by decision of the County Judge.
- I. The Department shall maintain its firefighting apparatus, personal protection equipment, communications equipment, and other equipment such that it is in good working order at all times. The HCFA shall be entitled to inspect said apparatus and equipment at any reasonable time.
- J. The Department shall maintain sufficient liability insurance in all vehicles used in furnishing fire protection in Hunt County. Verification of insurance will be furnished to the HCFA and kept on file at all times.
- K. The books and records mentioned in the Agreement, including a list of active members, shall be open to inspection with ten days written notice by a person designated by the Hunt County Commissioners Court. Nothing in this section shall limit the application of the Texas Public Information Act.

ARTICLE VII

ENTIRE AGREEMENT

No representation or promise shall be blinding upon parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises,

ARTICLE VIII

SEVERABILITY

If any section of this Agreement should be deemed void for any reason, such action shall affect only that particular section, and will not adversely affect the validity of the Agreement

ARTICLE IX

NOTICE

Tavaham South

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

(VOLUNTEER FIRE DEPARTMENT)

(Legal mailing address)

And notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed separately to each of the following:

HUNT COUNTY, TEXAS ATTN: COUNTY JUDGE ATTN: HUNT COUNTY FIRE MARSHAL COUNTY COURTHOUSE P.O. BOX 1097 GREENVILLE, TEXAS 75403-1097

By:

JOHN HORN HUNT COUNTY JUDGE

ATTEST:

By. Archive Alleration And County Clerk, County Clerk, County Clerk, County County Clerk, Co

FIRE DEPARTMENT

By:

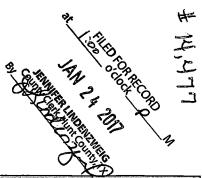
CHIEF

ATTE&T:

Rτ

HUNT COUNTY BID AWARD

FORMAL BID NO.153-17, RECYCLED ASPHALT AND CONCRETE UNDELIVERED / DELIVERED Effective 2/12/17 through 2/11/18



| PRECINCT | VENDOR | RECYCLED ASPHALT PER TON UNDELIVERED | RECYCLED CONCRETE PER TON UNDELIVERED | RECYCLED ASPHALT/ CONCRETE PER TON DELIVERED | Pick - Up Point | INTERLOCAL ALLOWED |
|---|--|---------------------------------------|--|--|--|-----------------------|
| A 11 | Big City Crushed | ФО ОО | \$9.00 | NO DID | 11143 Goodnight Ln | Vac |
| All | Southwest Crushing, LLC** | \$9.00 \$16.00 | \$8.00 \$14.00 | NO BID | Dallas, TX 75229 200 N. Lawson Rd., Sunnyvale, TX 75126 and/or 18420 Cty Rd. 243, Terrell, TX 75160 | Yes Yes |
| All | Strata Materials, LLC*** | \$9.00 | \$10.00 | NO BID | 3637 Castle Dr., Garland, TX 75046 | No |
| All | Strata Materials, LLC*** | \$7.50 | \$8.50 | NO BID | 11965 Mosier Valley Rd., Arlington, TX 76040 | No |
| | | **Sou | thwest Crushing | on availability on | ly | |
| | ***Strata Materials, LLC does not guarantee quantities on recycled construction material | | | | | |
| All prices are FOB Pick-up Points from all vendors. | | | | | | |
| | | · · · · · · · · · · · · · · · · · · · | | | | |
| The Purchasing | Department rec | ommends award | of this bid to all | bidders in accorda | ance with Local Governmer | nt Code §262.027(e) |

County of Hunt

STATE OF TEXAS

#14,477

PHONE: (903) 408-4148 FAX: (903) 408-4242 Mowry@huntcounty.net

PURCHASING DEPARTMENT 2507 Lee Street, Room 104 Greenville, Texas 75401



at 15 o'clock a

JAN 25 2017

By County Clerk Hunt County TX

Invitation To Bid

Formal Bid # 153-17, RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until 10:00 A.M. Central Time January 17, 2017.

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148 or (903) 408-4292.

READ CAREFULLY

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

| Company Name: Strata Materials, LLC | Address: 2100 N. St. HW 360 #1801 |
|---|---|
| Contact Name: <u>Ian Reedy</u> | City, State, Zip: Grand Prairie, TX 75050 |
| Telephone Number: 214-412-3586 | FAX Number: <u>214-412-3589</u> |
| By: I am Pury i/16/2017 Authorized Representative - Signed by Hand | By: <u>Tan Reedy</u> Authorized Representative – Typed or Printed |

(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)

TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item IS NOT checked, it is NOT APPLICABLE to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

| _X_ 1. | Cover Sheet Your company n | ame, address, and your signature (IN INK) should appear on this page. | | | | | | | |
|--------|---|---|--|--|--|--|--|--|--|
| _X 2. | Table of Contents This page is the Table of Contents. | | | | | | | | |
| X 3. | Special Requirements/Instructions This section provides information you must know in order to make an offer properly. | | | | | | | | |
| X4. | Implementation Conflict of Interes | of House Bill 23 est Questionnaire | | | | | | | |
| _X5. | | of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission erest Parties (Form 1295) | | | | | | | |
| X 6. | Specifications This section cont | ains the detailed description of the product/service sought by the County. | | | | | | | |
| _X 7. | Pricing/Delivery Information This form is used to solicit exact pricing of goods/services and delivery costs. | | | | | | | | |
| X 8. | General Requir You should be fa | ements miliar with all of the General Requirements. | | | | | | | |
| _X 9. | Attachments | | | | | | | | |
| | a. | Residence Certification Be sure to complete this form and return with packet. | | | | | | | |
| | b. | Bid Guaranty & Performance Bond Information & Requirements This form applies only to certain bids/proposals. Please read carefully and fill out completely. | | | | | | | |
| | _X c. | Minimum Insurance Requirements Included when applicable (does not supersede "Hold Harmless" section of General Requirements). | | | | | | | |
| | X d. | Workers' Compensation Insurance Coverage Rule 110.110 Included when applicable. | | | | | | | |
| | e. | Reference Sheet When references are required by the bid specifications you must complete this sheet. | | | | | | | |

SPECIAL REQUIREMENTS/INSTRUCTIONS

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

1. PAYMENT

All invoices are to be submitted to Hunt County Auditor, 2507 Lee Street, P O Box 1097, Greenville, Texas 75403-1097, (903) 408-4124. Hunt County will pay <u>original</u> invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment, therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

2. <u>ESCALATION CLAUSE</u>

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first three (3) months of this contract. Increases of more than 20% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. DESCRIPTION

All Recycled Asphalt and Concrete will be ordered and delivered to the County Barns listed below:

| A. Precinct 1 – 310 East Locust, Celeste, TX | 903-568-4522 |
|--|--------------|
| B. Precinct 2 – 2020 Gilmer St, Caddo Mills, TX | 903-527-3181 |
| C. Precinct 3 – 301 Hwy 69 North, Lone Oak, TX | 903-662-5332 |
| D. Precinct 4 – 1005 ½ Bois D'Arc Street, Commerce, TX | 903-886-6321 |

4. ESTIMATES OF USE

The stated estimates of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is **NOT** a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.

5. FUEL SURCHARGES

Hunt County will not accept any fuel surcharge cost added to invoices.

6. Conflict of Interest Questionnaire:

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

7. Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted <u>House Bill 1295</u>, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. Please follow Instructional Video for Business Entities at https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

SPECIFICATIONS

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

SCOPE

It is the intent of this Invitation to Bid to solicit bids for Recycled Asphalt & Concrete for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning February 12, 2017 through February 11, 2018. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the individual county precincts.

For information regarding the bid process, please contact Cheryl Lowry, Office of the Purchasing Agent at 903-408-4148 prior to January 11, 2017.

DESCRIPTION

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hunt County.

All deliveries will be made during our regular working hours (7 am to 4 pm), unless otherwise specified in this agreement.

WORK STANDARDS

All work shall be performed to the complete satisfaction of Hunt County.

SAFETY

All Contractors performing service for Hunt County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Contractor must provide a certificate of Workers Compensation coverage and certificate of liability insurance to the County prior to being awarded the contract.

EVALUATION CRITERIA

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

- 1. Compliance with specifications (proof of insurance)
- Cost
- 3. Vendor performance history

SUB-CONTRACTORS

The contractor (s) awarded this bid shall only employee sub-contractor (s) which meet the insurance and safety requirements of the bid specifications. The county shall not be held responsible or liable for any contracts or compensation due any sub-contractor (s) by the awarded contractor (s) in the course of the awarded contractor (s) obligation to fulfill this contract.

AWARD

Due to multiple delivery locations and product quality and availability, Hunt County reserves the right to make multiple awards for this contract in accordance with Local Government Code 262.027(e).

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

| Precinct $1 - 31$ | 10 East Locust, Celeste, | TX 75423 - Co | ommissioner – l | Eric Evans – |
|-------------------|--------------------------|----------------|-----------------|--------------|
| Fe | oreman Mark Bussell - | (903) 568-4522 | 2 | |

| Recycled Asphalt Estimated use for twelve months: 10,000 tons. | |
|---|----|
| Recycled Concrete Estimated use for twelve months: 200 tons. | |
| Firm Fixed Price Recycled Asphalt: \$ G - 9 A A - 47.50 per ton undelivered – county pickup | |
| Firm Fixed Price Recycled Concrete: \$ G-*10.0/ A-8.56 per ton undelivered – county pickup | |
| Firm Fixed Price Recycled Asphalt: \$ per ton delivered | |
| Firm Fixed Price Recycled Concrete: \$per ton delivered | |
| State your pickup point: 3637 Castle Dr. Garland, TX 75046 / 11965 Mosier Valley Rd. Arlington, TX 76046 / 11965 Mosier Valley Rd. Arlington | 44 |
| <u>Precinct 2</u> – 2020 Gilmer Street, Caddo Mills, TX 75135 – Commissioner – Tod McMahan - Foreman Greg McDonald– (903) 527-3181 – Stock Pile is located on south service road of Interstate 30, ¼ mile west of FM 36 | |
| Recycled Asphalt Estimated use for twelve months: 14,000 tons. | |
| Recycled Concrete Estimated use for twelve months: 200 tons. | |
| Firm Fixed Price Recycled Asphalt: \$ G = 9.0 A = 7.50 per ton undelivered – county pickup | |
| Firm Fixed Price Recycled Concrete: \$ G-\$10.00 A-\$8.50 per ton undelivered – county pickup | |
| Pina Pina Daire Described Applied & At /A | |
| Firm Fixed Price Recycled Asphalt: \$N/A per ton delivered | |

State your pickup point: 3637 Castle Dr. Garland, TX 75046/1965 Mosier Valley Rd. Arlington, TX 76040
G-Garland
A-Arlington

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

<u>Precinct 3</u> – 301 Hwy 69 North, Lone Oak, TX 75453 – Commissioner – Phillip Martin-Foreman Jason White – (903) 662-5332

| | Recycled Asphalt Estimated use for t | welve months: 17,000 tons. | |
|-----|---|----------------------------|--|
| | Recycled Concrete Estimated use for | twelve months: 500 tons. | |
| | Firm Fixed Price Recycled Asphalt: | \$ G=9.01 A=7.50 | per ton undelivered – county pickup |
| | Firm Fixed Price Recycled Concrete: | \$ G \$ 10.00 A - \$ 50 | per ton undelivered – county pickup |
| | Firm Fixed Price Recycled Asphalt: | \$N/A | per ton delivered |
| | Firm Fixed Price Recycled Concrete: | sN/A | per ton delivered |
| | State your pickup point: 3637 Cost | le Dr. Garland, TX 75044 | 11965 Mosier Valley Rd. Arlington, TX 7604 |
| *** | ~~ ~~ ************** | ************** | ' ******** |
| | Precinct 4 – 1005 ½ Bois D' Arc Sta Foreman Phillip Staton | * | – Commissioner – Jim Latham – |
| | Recycled Asphalt Estimated use for t | welve months: 9,000 tons. | |
| | Recycled Concrete Estimated use for | twelve months: N/A. | |
| | Firm Fixed Price Recycled Asphalt: | \$ G 9 02 A 7.50 | per ton undelivered – county pickup |
| | Firm Fixed Price Recycled Concrete: | \$ G 10.7 A \$.50 | per ton undelivered – county pickup |
| | Firm Fixed Price Recycled Asphalt: | \$N/A | per ton delivered |
| | Firm Fixed Price Recycled Concrete: | \$N/A | per ton delivered |
| | State your pickup point: 31037 Castle G-Gavla A-N-line | nel | 11965 Mosier Volley Rd. Arlington, TX 7604 |
| | H Heling | d (or | |

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

| COMMENTS or EXCEPTIONS | |
|--|---|
| Strata Materials, LLC does | not guarantee quantities on recycled construction made |
| | |
| | |
| | |
| Payment Terms: | |
| | OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF DER THE SAME TERMS AND CONDITIONS: |
| YES | <u>X</u> no |
| The undersigned bidder has carefully exam the Standard Terms and Conditions and the | nined the Invitation to Bid and the Certification included therein, a Technical Specifications. |
| with Hunt County in accordance with the r | by his signature affixed below, he/she agrees to enter into a contract requirements of the County as stated in the above-referenced contract and contract forms and terms of agreement from bidder's company as |
| Strata Materials Company Name | Authorized Signature |
| Address 4 1801 | Name (Printed or Typed) |
| Grand Prairie, TX 75050 City, State, Zip | Account Manager Title 1/16/2017 Date |
| 214-412-3586 Phone | $\frac{1/1\omega/2017}{\text{Date}}$ |
| 214-412-3589 Fax | <u>ireedy Ostratamaterials.com</u> E-Mail |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2017

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

| | ne terms and conditions of the policy, ertificate holder in lieu of such endors | | | | ndorser | nent. A stat | tement on th | is certificate does not confe | er rights to the |
|--|--|----------------------|--|--|--------------------|---------------------------------|--|---|----------------------|
| PRO | DUCER | | (-, | | CONTAC | T Waldma | n Bros. | | |
| IMA Waldman (O) 6200 LBJ Freeway #200 | | | PHONE (AJC, No, Ext): 972-458-8700 FAX (AJC, No): 972-458-8755 | | | | | | |
| Dall | as, TX 75240 ⁻ | | | | E-MAIL ADDRES | | | | |
| Tod | d Chanon | | | | | | URER(S) AFFOR | IDING COVERAGE | NAIC# |
| | | | | | INSURE | | ton Ins. Gr | | |
| INSL | RED Strata Materials, LLC | | | | INSURE | R B : Commerce | & industry ins. (| Co. | |
| | Congress Materials, LLC 2100 N State Hwy 360 Ste 18 | ln1 | | | INSURE | R C : AmTrust In | s. Co. of Kansas | · | |
| | Grand Prairie, TX 75050 | , , | | | INSURE | R D : Liberty Mul | tual Insurance | | 23043 |
| | | | | | INSURE | RE: | | | |
| | | | | | INSURE | RF: | | ٠. | ~. |
| | | | | NUMBER: | | | | REVISION NUMBER: | • |
| E IV | HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH | QUIF PERT POLI | REME AIN, CIES. | NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE | OF ANY | CONTRACT THE POLICIE REDUCED BY | OR OTHER I S DESCRIBEI PAID CLAIMS. | DOCUMENT WITH RESPECT TO A | ro which this |
| INSR LTR | TYPE OF INSURANCE | ADDL | SUBR | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
| Α | X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR | İ | | HGL0044071 | | | 10/17/2017 | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ | 1,000,000 100,000 |
| | | | | | | | | MED EXP (Any one person) \$ | 5,000 |
| | | | | | | | | PERSONAL & ADV INJURY \$ | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | - | | | | | | GENERAL AGGREGATE \$ | 2,000,000 |
| | POLICY X FRO- OTHER: | | | | | | | PRODUCTS - COMP/OP AGG \$ | 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | | COMBINED SINGLE LIMIT \$ (Ea accident) | 1,000,000 |
| С | X ANY AUTO | | | KPP1024024 | | 06/10/2016 | 06/10/2017 | BODILY INJURY (Per person) \$ | |
| | ALLOWNED SCHEDULED AUTOS | | | | | | | BODILY INJURY (Per accident) \$ | |
| | X HIRED AUTOS X AUTOS AUTOS AUTOS | | | | | | | PROPERTY DAMAGE \$ (Per accident) | |
| | | | | | | | | \$ | |
| | UMBRELLA LIAB X OCCUR | | | | | **** | | EACH OCCURRENCE \$ | 1,000,000 |
| В | X EXCESS LIAB CLAIMS-MADE | | | BE064596542 | | 10/17/2016 | 10/17/2017 | AGGREGATE \$ | 1,000,000 |
| | DED X RETENTION\$ 0 |] | | | | | | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | · | | | | X PER OTH- | | |
| Α | ANY PROPRIETORIPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | XWS(17)57436163 | 07/28/2016 | 07/28/2017 | E.L. EACH ACCIDENT \$ | 1,000,000 | |
| | (Mándatory In NH) | 4"" | | | | | Ì | E.L. DISEASE - EA EMPLOYEE \$ | 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | L | | | | | E.L. DISEASE - POLICY LIMIT \$ | 1,000,000 |
| | | | | | | | Annual design of the state of t | | |
| | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC B attached wording) | LES (A | CORD | o 101, Additional Remarks Schedu | ile, may be | attached if mor | e space is requir | ed) | |
| | - - | | | | | | | | |
| l | | | | | | | | | |
| | zh. | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| CE | RTIFICATE HOLDER | | | | CANC | ELLATION | | | |
| | | | | | T | | | | |
| Hunt County 2507 Lee St. | | | | | THE | EXPIRATION | N DATE TH | DESCRIBED POLICIES BE CANO EREOF, NOTICE WILL BE CY PROVISIONS. | |
|) | Greenville, TX 75401 | | | | AUTHO | RIZED REPRESE | ENTATIVE | | |
| | | | | | Stephen a. Walker_ | | | | |

| | CERTIFICATE OF INTERESTED PA | ARTIES | | FOR | и 1295 | |
|----|---|--|------------------------------------|--|-----------------|--|
| | | | | | 1 of 1 | |
| | Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties | OFFICE USE ONLY CERTIFICATION OF FILING | | | | |
| 1 | Name of business entity filing form, and the city, state and of business. | country of the business entity's place | Certificate Number: 2017-154660 | | | |
| | Strata Materials, LLC Grand Prairie, TX United States | | 1 | Filed: | | |
| 2 | Name of governmental entity or state agency that is a party being filed. | to the contract for which the form is | 101/16 | 5/2017 | | |
| | Hunt County | | Date | Acknowledged: | | |
| 3 | Provide the identification number used by the governmental description of the services, goods, or other property to be | al entity or state agency to track or identify provided under the contract. | the co | ontract, and prov | /lde a | |
| | 153-17 Recycled construction materials | | | | | |
| 4 | Manus of Industrian and Plants | | | | ure of interest | |
| | Name of Interested Party | City, State, Country (place of busin | iess) | (check ap | Intermediary | |
| R | eedy, lan | Grand Prairie, TX United States | | | X | |
| R | oesler, Jeffrey | Grand Prairie, TX United States | | X | | |
| Ti | auch, Kyle | Houston, TX United States | | х | | |
| | · | | | | | |
| L | | | | | | |
| L | | | | | | |
| L | | | | | | |
| L | | | | | | |
| F | Check only if there is NO Interested Party. | | | | | |
| ľ | Check only is there is no shortested i days | | | | | |
| 6 | AFFIDAVIT I swe | ear, or affirm, under penalty of perjury, that the | above | e disclosure is tru | e and correct. | |
| | MARIA C CANTU Notary ID # 11850204 My Commission Expires | In Pard | / | | | |
| | January 24, 2020 | ntractin | g business entity | the of the particular and the pa | | |
| | AFFIX NOTARY STAMP / SEAL ABOVE | | H | | | |
| | Sworn to and subscribed before me, by the said to certify which, witness my hand and seal of office | | HQ_ | day or <u>\</u> | muary. | |
| | Manallanda | | · | | | |
| | Signature of officer administering Dath Printed na | rme of officer administering oath | Title of | officer administe | ring oath | |

CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2017-154660 Strata Materials, LLC Grand Prairie, TX United States Date Filed: 01/16/2017 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. **Hunt County** Date Acknowledged: 01/24/2017 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Recycled construction materials Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary Grand Prairie, TX United States Х Reedy, Ian Grand Prairie, TX United States Roesler, Jeffrey Houston, TX United States Х Tauch, Kyle 5 Check only if there is NO Interested Party. 6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. Signature of authorized agent of contracting business entity AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said ___, this the _____ day of __ 20_____, to certify which, witness my hand and seal of office. Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

| For vendor doing business with local governmental entity | |
|--|--|
| This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. | OFFICEUSEONLY |
| This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). | Date Received |
| By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176,006(a-1), Local Government Code, | |
| A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | |
| Name of vendor who has a business relationship with local governmental entity. | |
| | |
| 2 Check this box if you are filing an update to a previously filed questionnaire. (The law re | coulres that you file an undated |
| completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.) | s day after the date on which |
| Name of local government officer about whom the information is being disclosed. | |
| | |
| Name of Officer | • |
| Describe each employment or other business relationship with the local government officer, as described by Section 176.093(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or lother than investment income, from the vendor? Yes | th the local government officer. In additional pages to this Form ikely to receive taxable income, t income, from or at the direction |
| Describe each employment or business relationship that the vendor named in Section 1 nother business entity with respect to which the local government officer serves as an ownership interest of one percent of more. | naintains with a corporation or officer or director, or holds an |
| | \ |
| Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176. | |
| 7 | |
| Signature of vendor doing business with the governmental entity | Date |

County of Hunt

PHONE: (903) 408-4148 FAX: (903) 408-4242

JAN 25 2017

Movey@huntcounty.net



Invitation To Bid

Formal Bid # 153-17, RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until 10:00 A.M. Central Time January 17, 2017.

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148 or (903) 408-4292.

READ CAREFULLY

PURCHASING DEPARTMENT

2507 Lee Street, Room 104

Greenville, Texas 75401

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

Address: PO Box 29816

Contact Name: Josh Hylkana

City, State, Zip: Dallos, 7x 75229

Telephone Number: 972-243-5820

FAX Number: 972-243-4353

Authorized Representative - Signed by Hand

By: Josh Hylkema

Authorized Representative - Typed or Printed

(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)

TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item IS NOT checked, it is NOT APPLICABLE to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

| | Your company n | name, address, and your signature (IN INK) should appear on this page. | | | | | |
|-------|--|---|--|--|--|--|--|
| _X 2. | Table of Contents This page is the Table of Contents. | | | | | | |
| X 3. | Special Requirements/Instructions This section provides information you must know in order to make an offer properly. | | | | | | |
| X4. | Implementation of House Bill 23 Conflict of Interest Questionnaire | | | | | | |
| _X5. | Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission Certificate of Interest Parties (Form 1295) | | | | | | |
| X 6. | Specifications This section contains the detailed description of the product/service sought by the County. | | | | | | |
| X 7. | Pricing/Delivery Information This form is used to solicit exact pricing of goods/services and delivery costs. | | | | | | |
| X 8. | General Requirements You should be familiar with all of the General Requirements. | | | | | | |
| X 9. | Attachments | | | | | | |
| | a. | Residence Certification Be sure to complete this form and return with packet. | | | | | |
| | b. | Bid Guaranty & Performance Bond Information & Requirements This form applies only to certain bids/proposals. Please read carefully and fill out completely. | | | | | |
| | _X c. | Minimum Insurance Requirements Included when applicable (does not supersede "Hold Harmless" section of General Requirements). | | | | | |
| | X d. | Workers' Compensation Insurance Coverage Rule 110.110 Included when applicable. | | | | | |
| | e. | Reference Sheet When references are required by the bid specifications you must complete this sheet. | | | | | |

SPECIAL REQUIREMENTS/INSTRUCTIONS

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

1. PAYMENT

All invoices are to be submitted to Hunt County Auditor, 2507 Lee Street, P O Box 1097, Greenville, Texas 75403-1097, (903) 408-4124. Hunt County will pay <u>original</u> invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment, therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

2. ESCALATION CLAUSE

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first three (3) months of this contract. Increases of more than 20% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. **DESCRIPTION**

All Recycled Asphalt and Concrete will be ordered and delivered to the County Barns listed below:

| A. Precinct 1 – 310 East Locust, Celeste, TX | 903-568-4522 |
|--|--------------|
| B. Precinct 2 – 2020 Gilmer St, Caddo Mills, TX | 903-527-3181 |
| C. Precinct 3 – 301 Hwy 69 North, Lone Oak, TX | 903-662-5332 |
| D. Precinct 4 – 1005 ½ Bois D'Arc Street, Commerce, TX | 903-886-6321 |

4. ESTIMATES OF USE

The stated estimates of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is **NOT** a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.

5. FUEL SURCHARGES

Hunt County will not accept any fuel surcharge cost added to invoices.

6. Conflict of Interest Questionnaire:

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

7. Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted <u>House Bill 1295</u>, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. Please follow Instructional Video for Business Entities at https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

SPECIFICATIONS

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

SCOPE

It is the intent of this Invitation to Bid to solicit bids for Recycled Asphalt & Concrete for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning February 12, 2017 through February 11, 2018. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the individual county precincts.

For information regarding the bid process, please contact Cheryl Lowry, Office of the Purchasing Agent at 903-408-4148 prior to January 11, 2017.

DESCRIPTION

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hunt County.

All deliveries will be made during our regular working hours (7 am to 4 pm), unless otherwise specified in this agreement.

WORK STANDARDS

All work shall be performed to the complete satisfaction of Hunt County.

SAFETY

All Contractors performing service for Hunt County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Contractor must provide a certificate of Workers Compensation coverage and certificate of liability insurance to the County prior to being awarded the contract.

EVALUATION CRITERIA

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

- 1. Compliance with specifications (proof of insurance)
- 2. Cost
- 3. Vendor performance history

SUB-CONTRACTORS

The contractor (s) awarded this bid shall only employee sub-contractor (s) which meet the insurance and safety requirements of the bid specifications. The county shall not be held responsible or liable for any contracts or compensation due any sub-contractor (s) by the awarded contractor (s) in the course of the awarded contractor (s) obligation to fulfill this contract.

AWARD

Due to multiple delivery locations and product quality and availability, Hunt County reserves the right to make multiple awards for this contract in accordance with Local Government Code 262.027(e).

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

<u>Precinct 1</u> – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans – Foreman Mark Bussell – (903) 568-4522

| Recycled Asphalt Estimated use for twelve months: 10,000 tons. | | | | | | | |
|---|---|--|--|--|--|--|--|
| Recycled Concrete Estimated use for twelve months: 200 tons. | | | | | | | |
| Firm Fixed Price Recycled Asphalt: \$ | _ per ton undelivered – county pickup | | | | | | |
| Firm Fixed Price Recycled Concrete: \$ | _ per ton undelivered - county pickup | | | | | | |
| Firm Fixed Price Recycled Asphalt: \$ No 151 | _ per ton delivered | | | | | | |
| Firm Fixed Price Recycled Concrete: \$ No 13:1 | _ per ton delivered | | | | | | |
| State your pickup point: 11143 Goodnig 44 Lone | Dallar, TX 75229 | | | | | | |
| Precinct 2 – 2020 Gilmer Street, Caddo Mills, TX 75135 – Commissioner – Tod McMahan - Foreman Greg McDonald– (903) 527-3181 – Stock Pile is located on south service road of Interstate 30, ¼ mile west of FM 36 | | | | | | | |
| Precinct 2 – 2020 Gilmer Street, Caddo Mills, TX 75135 – Co Foreman Greg McDonald– (903) 527-3181 – Stoc | mmissioner – Tod McMahan - | | | | | | |
| Precinct 2 – 2020 Gilmer Street, Caddo Mills, TX 75135 – Co Foreman Greg McDonald– (903) 527-3181 – Stoc | mmissioner – Tod McMahan - | | | | | | |
| Precinct 2 – 2020 Gilmer Street, Caddo Mills, TX 75135 – Co. Foreman Greg McDonald– (903) 527-3181 – Stoc road of Interstate 30, ¼ mile west of FM 36 | mmissioner – Tod McMahan - | | | | | | |
| Precinct 2 – 2020 Gilmer Street, Caddo Mills, TX 75135 – Con Foreman Greg McDonald– (903) 527-3181 – Stoc road of Interstate 30, ¼ mile west of FM 36 Recycled Asphalt Estimated use for twelve months: 14,000 tons. | mmissioner – Tod McMahan - | | | | | | |
| Precinct 2 – 2020 Gilmer Street, Caddo Mills, TX 75135 – Con Foreman Greg McDonald– (903) 527-3181 – Stock road of Interstate 30, ¼ mile west of FM 36 Recycled Asphalt Estimated use for twelve months: 14,000 tons. Recycled Concrete Estimated use for twelve months: 200 tons. | mmissioner – Tod McMahan - k Pile is located on south service | | | | | | |
| Precinct 2 – 2020 Gilmer Street, Caddo Mills, TX 75135 – CorForeman Greg McDonald– (903) 527-3181 – Stocroad of Interstate 30, ¼ mile west of FM 36 Recycled Asphalt Estimated use for twelve months: 14,000 tons. Recycled Concrete Estimated use for twelve months: 200 tons. Firm Fixed Price Recycled Asphalt: \$ 9 | mmissioner – Tod McMahan - k Pile is located on south service _ per ton undelivered – county pickup | | | | | | |
| Precinct 2 – 2020 Gilmer Street, Caddo Mills, TX 75135 – CorForeman Greg McDonald– (903) 527-3181 – Stocroad of Interstate 30, ¼ mile west of FM 36 Recycled Asphalt Estimated use for twelve months: 14,000 tons. Recycled Concrete Estimated use for twelve months: 200 tons. Firm Fixed Price Recycled Asphalt: \$ 9 - 10 - 10 - 10 - 10 - 10 - 10 - 10 - | mmissioner - Tod McMahan - k Pile is located on south service per ton undelivered - county pickup per ton undelivered - county pickup | | | | | | |

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

<u>Precinct 3</u> – 301 Hwy 69 North, Lone Oak, TX 75453 – Commissioner – Phillip Martin-Foreman Jason White – (903) 662-5332

| Recycled Concrete Estimated use for twelve months: 500 tons. | |
|---|--|
| Firm Fixed Price Recycled Asphalt: \$ 900 | _ per ton undelivered – county pickup |
| Firm Fixed Price Recycled Concrete: \$ | _ per ton undelivered – county pickup |
| Firm Fixed Price Recycled Asphalt: \$ No Bil | _ per ton delivered |
| Firm Fixed Price Recycled Concrete: \$ No 13-d | _ per ton delivered |
| State your pickup point: 11143 Goodnight Lan | Dalla, TX 75225 |
| ************* | · * * * * * * * * * * * * * * * * * * * |
| Precinct 4 - 1005 1/2 Bois D' Arc Street, Commerce, TX 75428 | – Commissioner – Jim Latham – |
| Foreman Phillip Staton – (903) 886-6321 | |
| Foreman Phillip Staton – (903) 886-6321 Recycled Asphalt Estimated use for twelve months: 9,000 tons. | |
| * | |
| Recycled Asphalt Estimated use for twelve months: 9,000 tons. Recycled Concrete Estimated use for twelve months: N/A. Firm Fixed Price Recycled Asphalt: \$ 900 | _ per ton undelivered — county pickup |
| Recycled Asphalt Estimated use for twelve months: 9,000 tons. Recycled Concrete Estimated use for twelve months: N/A. | |
| Recycled Asphalt Estimated use for twelve months: 9,000 tons. Recycled Concrete Estimated use for twelve months: N/A. Firm Fixed Price Recycled Asphalt: \$ 900 | _ per ton undelivered — county pickup |
| Recycled Asphalt Estimated use for twelve months: 9,000 tons. Recycled Concrete Estimated use for twelve months: N/A. Firm Fixed Price Recycled Asphalt: \$ 9000 Firm Fixed Price Recycled Concrete: \$ 90000 Firm Fixed Price Recycled Concrete: \$ 900000000000000000000000000000000000 | _ per ton undelivered — county pickup _ per ton undelivered — county pickup |

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH **CONTRACT**

| COMMENTS or EXCEPTIONS | | | | | | | |
|--|--|--|--|--|--|--|--|
| Nonc | | | | | | | |
| | | | | | | | |
| Payment Terms: 30 Days | | | | | | | |
| | OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF DER THE SAME TERMS AND CONDITIONS: | | | | | | |
| YES | NO | | | | | | |
| The undersigned bidder has carefully examine the Standard Terms and Conditions and the | ined the Invitation to Bid and the Certification included therein, Technical Specifications. | | | | | | |
| with Hunt County in accordance with the re | by his signature affixed below, he/she agrees to enter into a contract equirements of the County as stated in the above-referenced contract hal contract forms and terms of agreement from bidder's company as | | | | | | |
| Brs City Crushed Concrete Company Name | Authorized Signature | | | | | | |
| 10 130x 29816 Address | Name (Printed or Typed) | | | | | | |
| Pallo, TX 75229 City, State, Zip | Monager Title | | | | | | |
| 972-243-5820 Phone | 01/09//G Date | | | | | | |
| 972-243-4353 Fax | E-Mail | | | | | | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | | | CONTACT Kellie Jones | | | | |
|--------------------|---------|------------------------------|--|--------|--|--|--|
| K&S Insurance Agen | су | | PHONE (A/C, No, Ext); (972) 771-4071 FAX (A/C, No): (972) 771-4695 | | | | |
| 2255 Ridge Road, S | te. 333 | 3 | E-MAIL ADDRESS: kjones@kandsins.com | | | | |
| P. O. Box 277 | | | INSURER(S) AFFORDING COVERAGE | NAIC # | | | |
| Rockwall | TX | 75087 | INSURER A : Southern Insurance Co. | 19216 | | | |
| INSURED | | | INSURER B: Texas Mutual Insurance Co. | 22945 | | | |
| Big City Crushed C | oncrete | e, LLC | INSURER C: | | | | |
| P.O. Box 29816 | | | INSURER D: | | | | |
| | | | INSURER E : | | | | |
| Dallas | TX | 75229 | INSURER F: | | | | |
| COVERAGES | | CERTIFICATE NUMBER:16/17 Mas | ter REVISION NUMBER: | | | | |

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL S | SUBR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|---|--------|------------|---------------|----------------------------|----------------------------|--|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ 1,000,000 |
| A | CLAIMS-MADE X OCCUR | | | | ` | | DAMAGE TO RENTED \$ 100,000 |
| | | | | CMP5510453 | 12/31/2016 | 12/31/2017 | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | POLICY X PRO- | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | OTHER: | | | | | ŀ | Employee Benefits \$ 1,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT \$ 1,000,000 |
| A | X ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| А | ALL OWNED SCHEDULED AUTOS | | | BAP5510690 | 12/31/2016 | 12/31/2017 | BODILY INJURY (Per accident) \$ |
| | X HIRED AUTOS X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE \$ (Per accident) |
| | | | | | | | Uninsured motorist combined \$ 1,000,000 |
| | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE \$ 4,000,000 |
| A | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE \$ 4,000,000 |
| | DED X RETENTION\$ 10,000 | | | UMB5510455 | 12/31/2016 | 12/31/2017 | \$ |
| Г | WORKERS COMPENSATION | | | | | | X PER OTH- STATUTE ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE | N/A | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| В | — [[] [] [] [] [] [] [] [] [] | | 0001084822 | 0001084822 | 12/31/2016 | 12/31/2017 | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Please see attached for additional information.

| CERT | TEIC | ATF | HOI | DFR |
|------|------|-----|-----|-----|

Hunt County, Hunt County Courthouse Attn: Marilyn Jacobs

2500 Lee Street, 1st Floor Greenville, TX 75401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Marek-2/KELLIE

John D. Mareh

CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. **CERTIFICATION OF FILING** 1 Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2017-157808 Big City Crushed Concrete Dallas, TX United States Date Filed: 01/24/2017 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: **Hunt County** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Recycled Asphalt and Concrete Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary 5 Check only if there is NO Interested Party. X 6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. Signature of authorized agent of contracting business entity AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said to certify which, witness my hand and seal of SHANNON MARTIN Notary Public, State of Texas Commission.Expires AP 11 17/ 12018

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES FORM 1295 Complete Nos. 1 - 4 and 6 if there are interested parties. OFFICE USE ONLY Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2017-157808 Big City Crushed Concrete Dallas, TX United States Date Filed: 01/24/2017 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: **Hunt County** 01/24/2017 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 153-17 Recycled Asphalt and Concrete Nature of interest Name of Interested Party (check applicable) City, State, Country (place of business) Intermediary Controlling 5 Check only if there is NO interested Party. X 6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. Signature of authorized agent of contracting business entity AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said ___ day of _ 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

| This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. | OFFICE USE ONLY |
|--|--|
| This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). | Date Received |
| By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. | |
| A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | |
| Name of vendor who has a business relationship with local governmental entity. | |
| Bis City Crushed Concrete | |
| Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.) | |
| Name of local government officer about whom the information is being disclosed. | |
| Nono | |
| Name of Officer | |
| Describe each employment or other business relationship with the local government officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or life other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable is local governmental entity? Yes No Describe each employment or business relationship that the vendor named in Section 1 members are lationship that the vendor named in Section 1 members are lationship that the vendor named in Section 1 members are lationship that the vendor named in Section 1 members are lationship that the vendor named in Section 1 members are lationship that the vendor named in Section 1 members are lationship that the vendor named in Section 1 members are lationship that the vendor named in Section 1 members are lationship that the vendor named in Section 1 members are lationship that the vendor named in Section 1 members are lationship that the vendor named in Section 1 members are lationship to the local government or business relationship that the vendor named in Section 1 members are lationship to the local government or business relationship that the vendor named in Section 1 members are lationship to the local government or business relationship that the vendor named in Section 1 members are lationship to the local government or business relationship that the vendor named in Section 1 members are lationship to the local government or business relationship that the vendor named in Section 1 members are lationship to the local government or business relationship that the vendor named in Section 1 members are lationship to the local government or business relationship that the vendor named in Sectio | h the local government officer. h additional pages to this Form kely to receive taxable income, income, from or at the direction ncome is not received from the |
| other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more. | |
| 6 none | |
| Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c | |
| 7 | |
| 01/00 | 9//> |
| Signature of vendor doing business with the governmental entity | Pate |

14,477 County of Hunt

PURCHASING DEPARTMENT 2507 Lee Street, Room 104 Greenville, Texas 75401



PHONE: (903) 408-4148 FAX: (903) 408-4242 Mclowry@huntcounty.net

FEB 0 2 2017

JENNIFER LINDENZWE Invitation To Bid By.

Formal Bid # 153-17, RECYCLED ASPHALT & CONCRETE **TWELVE (12) MONTH CONTRACT**

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until 10:00 A.M. Central Time January 17, 2017.

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148 or (903) 408-4292.

READ CAREFULLY

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

| Company Name: Southwest Crushing ILC. | Address: Po Box 2429 |
|--|--|
| Contact Name: Ricardo Rincon | City, State, Zip: Forney Tx 75126 |
| Telephone Number: 214325 5634 | FAX Number: 9127035877 |
| By: and Air | By: Ricardo Rincon |
| Authorized Representative – Signed by Hand | Authorized Representative - Typed or Printed |

(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)

Authorized Representative - Signed by Hand

TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item IS NOT checked, it is NOT APPLICABLE to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

| _X_ 1. | Cover Sheet Your company n | ame, address, and your signature (IN INK) should appear on this page. |
|--------|---------------------------------------|--|
| _X 2. | Table of Content This page is the | nts Table of Contents. |
| _X 3. | | ments/Instructions vides information you must know in order to make an offer properly. |
| _X4. | Implementation Conflict of Interes | of House Bill 23 est Questionnaire |
| _X5. | | of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission erest Parties (Form 1295) |
| _X 6. | Specifications This section cont | tains the detailed description of the product/service sought by the County. |
| _X 7. | Pricing/Delivery This form is used | y Information d to solicit exact pricing of goods/services and delivery costs. |
| X 8. | General Requir You should be fa | rements amiliar with all of the General Requirements. |
| _X 9. | Attachments | |
| | a. | Residence Certification Be sure to complete this form and return with packet. |
| | b. | Bid Guaranty & Performance Bond Information & Requirements This form applies only to certain bids/proposals. Please read carefully and fill out completely. |
| | _X c. | Minimum Insurance Requirements Included when applicable (does not supersede "Hold Harmless" section of General Requirements). |
| | X d. | Workers' Compensation Insurance Coverage Rule 110.110 Included when applicable. |
| | е. | Reference Sheet When references are required by the bid specifications you must complete this sheet. |

SPECIAL REQUIREMENTS/INSTRUCTIONS

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

1. PAYMENT

All invoices are to be submitted to Hunt County Auditor, 2507 Lee Street, P O Box 1097, Greenville, Texas 75403-1097, (903) 408-4124. Hunt County will pay <u>original</u> invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment, therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

2. ESCALATION CLAUSE

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first three (3) months of this contract. Increases of more than 20% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. DESCRIPTION

All Recycled Asphalt and Concrete will be ordered and delivered to the County Barns listed below:

| A. Precinct 1 – 310 East Locust, Celeste, TX | 903-568-4522 |
|--|--------------|
| B. Precinct 2 – 2020 Gilmer St, Caddo Mills, TX | 903-527-3181 |
| C. Precinct 3 – 301 Hwy 69 North, Lone Oak, TX | 903-662-5332 |
| D. Precinct 4 – 1005 ½ Bois D'Arc Street, Commerce, TX | 903-886-6321 |

4. ESTIMATES OF USE

The stated estimates of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is <u>NOT</u> a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.

5. FUEL SURCHARGES

Hunt County will not accept any fuel surcharge cost added to invoices.

6. <u>Conflict of Interest Questionnaire:</u>

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

7. Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted <u>House Bill 1295</u>, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. Please follow Instructional Video for Business Entities at https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

SPECIFICATIONS

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

SCOPE

It is the intent of this Invitation to Bid to solicit bids for Recycled Asphalt & Concrete for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning February 12, 2017 through February 11, 2018. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the individual county precincts.

For information regarding the bid process, please contact Cheryl Lowry, Office of the Purchasing Agent at 903-408-4148 prior to January 11, 2017.

DESCRIPTION

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hunt County.

All deliveries will be made during our regular working hours (7 am to 4 pm), unless otherwise specified in this agreement.

WORK STANDARDS

All work shall be performed to the complete satisfaction of Hunt County.

SAFETY

All Contractors performing service for Hunt County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Contractor must provide a certificate of Workers Compensation coverage and certificate of liability insurance to the County prior to being awarded the contract.

EVALUATION CRITERIA

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

- 1. Compliance with specifications (proof of insurance)
- 2. Cost
- 3. Vendor performance history

SUB-CONTRACTORS

The contractor (s) awarded this bid shall only employee sub-contractor (s) which meet the insurance and safety requirements of the bid specifications. The county shall not be held responsible or liable for any contracts or compensation due any sub-contractor (s) by the awarded contractor (s) in the course of the awarded contractor (s) obligation to fulfill this contract.

AWARD

Due to multiple delivery locations and product quality and availability, Hunt County reserves the right to make multiple awards for this contract in accordance with Local Government Code 262.027(e).

PRICE AND DELIVERY FORM

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

<u>Precinct 1</u> – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans – Foreman Mark Bussell – (903) 568-4522

| Recycled Asphalt Estimated use for twelve months: 10,000 tons. | |
|--|---------------------------------------|
| Recycled Concrete Estimated use for twelve months: 200 tons. | 1 |
| Firm Fixed Price Recycled Asphalt: \$ 16 (Availibility | per ton undelivered – county pickup |
| Firm Fixed Price Recycled Concrete: \$ 14 (kva: lab: li) | per ton undelivered – county pickup |
| Firm Fixed Price Recycled Asphalt: \$ | per ton delivered |
| Firm Fixed Price Recycled Concrete: \$ | per ton delivered |
| State your pickup point: <u>200 N. LAWSON Rd. Sunnyvala</u> 18420 Cty. Rd. 243 Terrell | 2 Tx 75126 and/or 1 Tx 75160 |
| ************* | |
| Precinct 2 – 2020 Gilmer Street, Caddo Mills, TX 75135 – Con Foreman Greg McDonald– (903) 527-3181 – Stock road of Interstate 30, ¼ mile west of FM 36 | |
| Recycled Asphalt Estimated use for twelve months: <u>14,000 tons</u> . | |
| Recycled Concrete Estimated use for twelve months: 200 tons. | |
| Firm Fixed Price Recycled Asphalt: \$ 10 (availability) | _ per ton undelivered – county pickup |
| Firm Fixed Price Recycled Concrete: \$ 14 (availability) | _ per ton undelivered – county pickup |
| Firm Fixed Price Recycled Asphalt: \$ | _ per ton delivered |
| Firm Fixed Price Recycled Concrete: \$ | • |
| State your pickup point: 700 N. LAUSON Rd Sunnquale Ty- 18420 Cty Rd 243, Terrel | 15126 and/02 |
| 12420 Cty Rd 673, 188781 | 11 1x 75/60 |

PRICE AND DELIVERY FORM

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

<u>Precinct 3</u> – 301 Hwy 69 North, Lone Oak, TX 75453 – Commissioner – Phillip Martin-Foreman Jason White – (903) 662-5332

| Recycled Asphalt Estimated use for twelve months: 17,000 tons. |
|--|
| Recycled Concrete Estimated use for twelve months: 500 tons. |
| Firm Fixed Price Recycled Asphalt: \$ 16 (availability only) per ton undelivered - county pickup |
| Firm Fixed Price Recycled Concrete: \$ 14 (a vailabiting only) per ton undelivered - county pickup |
| Firm Fixed Price Recycled Asphalt: \$ per ton delivered |
| Firm Fixed Price Recycled Concrete: \$ per ton delivered |
| State your pickup point: 200 N. LAWSON Rd Forney Tr. 75176, and 02 18420 cty. Rd. 243 Terrell, Tr. 75160 *********************************** |
| Precinct 4 – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Jim Latham – Foreman Phillip Staton – (903) 886-6321 |
| Recycled Asphalt Estimated use for twelve months: 9,000 tons. |
| Recycled Concrete Estimated use for twelve months: N/A. |
| Firm Fixed Price Recycled Asphalt: \$ 16 (availability only)per ton undelivered - county pickup |
| Firm Fixed Price Recycled Concrete: \$ 14 (availability only per ton undelivered - county pickup |
| Firm Fixed Price Recycled Asphalt: \$ per ton delivered |
| Firm Fixed Price Recycled Concrete: \$ per ton delivered |
| State your pickup point: 200 N. LAWSON Rd Sunnyvale TX 7512 le and ore 18420 Cty. Rd. 243; Terrell, TX 75160 |

PRICE AND DELIVERY FORM

FORMAL BID # 153-17; RECYCLED ASPHALT & CONCRETE TWELVE (12) MONTH CONTRACT

| COMMENTS or EXCEPTIONS | |
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| Our material is only | not surantee any amounts. |
| have it. Suc. does | not surputed any amounts. |
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| Secretary and an experience an | |
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| Payment Terms: 30 day5 | |
| IS VOLID FIRM WILLING TO ALL OW | OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF |
| | IDER THE SAME TERMS AND CONDITIONS: |
| • | |
| YES | NO |
| The undersigned hidder has carefully even | mined the Invitation to Bid and the Certification included therein, |
| the Standard Terms and Conditions and th | |
| | by his signature affixed below, he/she agrees to enter into a contract |
| | requirements of the County as stated in the above-referenced contract |
| documents, and in accordance with addition | onal contract forms and terms of agreement from bidder's company as |
| furnished by bidder herewith. | |
| | |
| Southwest Crishing LLC. Company Name | Authorized Signature |
| Company Name | - |
| PO POT 2424 | Name (Printed or Typed) |
| Address | Name (Printed or Typed) |
| 1 7 75 12 1: | Salar Managa |
| City, State, Zip | Sales Manager |
| • • • | |
| ያንቅ 203 58 2 8 Phone | <u> </u> |
| Phone | |
| 972 205 5877 | Ficky southwest erushing a yahoo. com |
| 912 703 8877 Fax | E-Mail 7 |
| | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2017

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

| the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). | | | | | | | | | |
|---|--|-----------------------|---|--|--|---|---------------------------------------|--|-------------|
| PRODUCER | | | | CONTACT Wendy Frank | | | | | |
| Ellis | County Insurance Agency | , | | | PHONE (A/C, No | | 938-2801 | FAX (A/C, No); (972) 9. | 37-2336 |
| | kecutive Court, Ste 3 | • | | | E-MAIL ADDRE | _{SS:} wfrank@ | eciaonli | le.com | |
| | | | | | | | | DING COVERAGE | NAIC # |
| Waxah | achie TX 751 | .65 | | | INSURE | | | Insurance Company | |
| INSURED | | | | | INSURE | RB:Contin | ental Cas | ualty Company | 20443 |
| | west Crushing LLC, DBA: | Ter | rel | l Sandpit LLC | INSURE | RC: | | | |
| POB | ox 2429 | | | | INSURE | RD: | | | |
| _ | | | | | INSURE | RE: | | | |
| Forne | | | | | INSURE | RF: | | | |
| COVER | | | | NUMBER:CL1691304 | | N IOOUED TO | | REVISION NUMBER: | LIOV SERIOR |
| INDICA CERTI EXCLU | S TO CERTIFY THAT THE POLICIES ATED. NOTWITHSTANDING ANY REFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUCH | QUIR PERT POLIC | EMEI AIN, CIES. | NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE | OF AN | Y CONTRACT THE POLICIE REDUCED BY | OR OTHER S DESCRIBE PAID CLAIMS | DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL | WHICH THIS |
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WYD | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
| x | COMMERCIAL GENERAL LIABILITY | | | | | | | EACH OCCURRENCE \$ | 1,000,000 |
| A | CLAIMS-MADE X OCCUR | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ | 100,000 |
| | | | | ANC002779-01 | | 6/15/2016 | 6/15/2017 | MED EXP (Any one person) \$ | 10,000 |
| | | | | | | | | PERSONAL & ADV INJURY \$ | 1,000,000 |
| | L'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE \$ | 2,000,000 |
| X | . 02.0, 3EC1 200 | | | | | | | PRODUCTS - COMP/OP AGG \$ | 2,000,000 |
| AUI | OTHER: OMOBILE LIABILITY | | | | | | | COMBINED SINGLE LIMIT e | |
| 7.0 | ANY AUTO | | | | | | | (Ea accident) SODILY INJURY (Per person) \$ | |
| | ALL OWNED SCHEDULED | | | | | İ | | BODILY INJURY (Per accident) \$ | |
| | AUTOS AUTOS HIRED AUTOS AUTOS | | | | | | | PROPERTY DAMAGE (Per accident) \$ | |
| | AUTOS AUTOS | | | | | | | (Per accident) \$ | |
| | UMBRELLA LIAB OCCUR | | | | | | | EACH OCCURRENCE \$ | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE \$ | |
| | DED RETENTIONS | | | | | | | \$ | |
| | RKERS COMPENSATION EMPLOYERS' LIABILITY | | | | | | | PER OTH- STATUTE ER | |
| | PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED? | N/A | | | | | | E.L. EACH ACCIDENT \$ | |
| (Mar | idatory in NH) | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ | |
| DES | s, describe under CRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT \$ | |
| B Co | ntractor's Equipment | | | 6042909497 | | 6/15/2016 | 6/15/2017 | Contractors Equipment | \$2,759,125 |
| | | | | | | | | Leaxed/Rented Equipment | \$100,000 |
| DESCRIP | TION OF OPERATIONS / LOCATIONS / VEHIC | LES (| ACOR | D 101. Additional Remarks Sched | iule, mav | be attached if m | ore space is regi | ulred) | |
| D200/ | non of of Englisher, Econology Ville | 1 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | # 141,1 (24) | ,, | | | | |
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| CERTI | ICATE HOLDER | | | | CAN | CELLATION | | | |
| | Hunt County Puchasing Department | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | |
| } | 2507 Lee Street Room 104 | | | | AUTHORIZED REPRESENTATIVE | | | | |
| | Greenville, TX 75401 | | | | H.O. Chark | | | | |

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Gayla Clark/GLC

| | CERTIFICATE OF INTERESTED PAI | RTIES | | FOR | м 1295 | | |
|---|---|--|----------|------------------------------------|----------------|--|--|
| F | | | | | 1 of 1 | | |
| | Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | | CEF | OFFICE USE | | | |
| 1 | of business. | untry of the business entity's place | 1 | Certificate Number: 2017-160048 | | | |
| L | Southwest Crushing Forney, TX United States | | | Date Filed: | | | |
| 2 | being filed. | the contract for which the form is | 1 | 1/30/2017 Pate Acknowledged: | | | |
| | Hunt county | | <u> </u> | | | | |
| 3 | Provide the identification number used by the governmental e description of the services, goods, or other property to be pro 153-17 | | the co | ontract, and pro | /ide a | | |
| | Recycled concrete and asphalt | | | | | | |
| 4 | | | | t | f interest | | |
| ľ | Name of Interested Party | City, State, Country (place of busin | ess) | (check at | | | |
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| 5 | Check only if there is NO Interested Party. | | | | | | |
| 6 | AFFIDAVIT I swear, | or affirm, under penalty of perjudy that the | above | disclosure is true | e and correct. | | |
| | Signature of authorized agent of contracting business entity | | | | | | |
| | AFFIX NOTARY STAMP / SEAL ABOVE | | | | | | |
| | Sworn to and subscribed before me, by the said Licardo | Rincer Jn_, this the_ | 31 | day of | top a ser | | |
| | 20.2.7., to certify which, witness my hand and seal of office. | · | , | | • | | |
| | | Ai. 11 . | | | | | |
| | Settle | Allen Hall | 1 | ages) | to a seth | | |
| ſ | Signature of officer administering oath Printed name | of officer administering oath | itle of | officer administer | ing oath | | |

Forms provided by Texas Ethics Commission

Jeffrey A Hall
Notary Public,
State of Texas
Expires: 08/12/2017

www.ethics.state.tx.us

Version V1.0.277

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

of 1

| _ | | | | | | | |
|---|--|---|----------------------------------|---|----------------|--|--|
| | Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | | CEF | OFFICE USE | | | |
| 1 | Name of business entity filing form, and the city, state and cour of business. | Certificate Number: 2017-160048 | | | | | |
| | Southwest Crushing | | 2017-100048 | | | | |
| L | Forney, TX United States | | Date Filed: | | | | |
| 2 | Name of governmental entity or state agency that is a party to t being filed. | he contract for which the form is | 01/30 | 01/30/2017 | | | |
| | Hunt county | | Date Acknowledged: 01/31/2017 | | | | |
| 3 | Provide the identification number used by the governmental en | tity or state agency to track or identify | the co | ontract, and prov | /ide a | | |
| | description of the services, goods, or other property to be prov | ided under the contract. | | | | | |
| | 153-17 | | | | | | |
| | Recycled concrete and asphalt | | | | | | |
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| 5 | Check only if there is NO Interested Party. | | | لــــــــــــــــــــــــــــــــــــــ | | | |
| | X | | | | | | |
| 6 | AFFIDAVIT I swear, o | r affirm, under penalty of perjury, that the | above | disclosure is true | e and correct. | | |
| | | • | | • | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of authorized agent of contracting business entity | | | | | | |
| | AFFIX NOTARY STAMP / SEAL ABOVE | | | | | | |
| | ALLIANOTAKI GIAMI JOHAN ABOVE | | | | | | |
| | Sworn to and subscribed before me, by the said | , this the | | day of | | | |
| | 20, to certify which, witness my hand and seal of office. | | | | | | |
| | • | | | | | | |
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| | | A All and a state of the state | risia - * | -#fig | ing nath | | |
| | Signature of officer administering oath Printed name of | of officer administering oath | itte of | officer administer | ing oatn | | |

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176. Local Government Code, by a vendor who Date Received has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. Name of vendor who has a business relationship with local governmental entity, 2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) Name of local government officer about whom the information is being disclosed. Name of Officer Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? Yes B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). Signature of vehdor doing business with the governmental entity



January 6, 2017

Honorable John Horn Hunt County Judge 2507 Lee St., 2nd Floor Greenville, TX 75401 业14,478

FILED FOR RECORD at 1:00 o'clock 0 M

JAN 24 2017

JENNIFER LINDENZWEIG
CRUNTY Clerk Hunt County X

By

RE: Hunt County Courthouse Restoration Proposal for Security Design Services

Based on discussions with David Chase of Architexas and the site tour performed by Justin Schamberger on Wednesday, December 14, 2016, **HDR** is pleased to submit our proposal to perform Low Voltage design services for building security for the Hunt County Historical Courthouse Restoration.

HDR will perform design services providing drawings for Schematic Design, Design Development, 60% and 95% Construction Documents, Specifications, and the Project Close-Out Report (95% Final) per Texas Historic Commission Standards. It is our understanding that there are no construction procurement (bid phase) or construction contract administration services included in this contract. **HDR** will provide the following:

- Schematic Design Narratives and outline specifications for Video Surveillance and Access Control systems.
- Design Development Survey site to identify existing cameras and access control card readers. Provide demolition plans for the existing devices and preliminary new cameras and access control card readers including conduit routing options for consideration by the owner. Preliminary specifications for Video Surveillance and Access Control systems will be included.
- Construction Documents Design drawings including floor plans with cameras and access control card readers identified with conduit routing information and a camera control matrix schedule as well as details and enlarged equipment room layouts at 60% and 95% construction documents level of detail. 60% and 95% level specifications for Video Surveillance and Access Control systems will be provided at those respective deliverables.
- Project Close-Out Report Pick up final client review comments of the 95% submission and provide final close-out report as required.

John Niesen will manage this contract for **HDR**. Justin Schamberger will perform the work under the supervision of Jim Gabel.

We propose to perform these services in accordance with the attached Terms and Conditions for a lump sum of \$21,300 broken out by Phase as follows. Reimbursable expenses will be invoiced at cost. We have budgeted for one (1) review meeting in each of SD and DD phases and two (2) in CDs – four (4) total meetings – at the user's location in Greenville, Texas. If other meetings or site visits are required, we can perform those on an hourly basis plus expenses.

Schematic Design (30 days) \$ 3,195 Design Development (60 days) \$ 8,520 Construction Documents (120 days) \$ 8,520



Project Close-Out Report (30 days) \$1,065

We appreciate your consideration of HDR for your project. Your signature below will constitute authorization to proceed with services. If you have any questions about this proposal, please contact John Niesen at 972.960.4183.

Sincerely,

Heidi Higgason, AIA, LEED AP

Senior Vice President Operations Director

John Horn

Hunt County Judge

Cc John Niesen, File

HDR Architecture, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional architectural, consulting and related services performed or furnished by ARCHITECT and its employees under this Agreement will be the care and skill ordinarily used by members of ARCHITECT's profession practicing under the same or similar circumstances at the same time and in the same locality. ARCHITECT makes no warranties, express or implied, under this Agreement or otherwise, in connection with ARCHITECT's services.

2. INSURANCE

ARCHITECT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ARCHITECT is legally liable. Upon request, CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ARCHITECT agrees to indemnify CLIENT for the claims covered by ARCHITECT's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ARCHITECT are made on the basis of information available to ARCHITECT and on the basis of ARCHITECT's experience and qualifications, and represents its judgment as an experienced and qualified professional architect. However, since ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ARCHITECT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ARCHITECT prepares.

4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ARCHITECT's services are performed.

5. SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ARCHITECT. CLIENT agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional architectural and related services hereunder, it is understood by CLIENT that ARCHITECT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ARCHITECT, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by ARCHITECT.

6. SUCCESSORS AND ASSIGNS

CLIENT and ARCHITECT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor ARCHITECT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ARCHITECT pursuant to this Agreement, are instruments of service with respect to the project. ARCHITECT retains ownership of all such documents. CLIENT may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ARCHITECT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ARCHITECT, and CLIENT will defend, indemnify and hold harmless ARCHITECT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ARCHITECT to further compensation at rates to be agreed upon by CLIENT and ARCHITECT.

8. TERMINATION OF AGREEMENT

CLIENT or ARCHITECT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ARCHITECT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

10. INVOICES

ARCHITECT will submit monthly invoices for services rendered and CLIENT will make prompt payments in response to ARCHITECT's invoices.

ARCHITECT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

If CLIENT disputes any items in ARCHITECT's invoice for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify ARCHITECT of the dispute and request clarification and/or correction. After any dispute has been settled, ARCHITECT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT recognizes that late payment of invoices results in extra expenses for ARCHITECT. ARCHITECT retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of ARCHITECT's invoices are not paid when due, ARCHITECT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

11. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is

reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ARCHITECT are estimates to perform the services required to complete the project as ARCHITECT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ARCHITECT will inform CLIENT of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

12. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ARCHITECT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

14. HAZARDOUS MATERIALS

CLIENT represents to ARCHITECT that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ARCHITECT the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged

by both parties that ARCHITECT's scope of services do not include services related in any way to hazardous materials. In the event ARCHITECT or any other party encounters undisclosed hazardous materials, ARCHITECT shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate governmental officials, and ARCHITECT may, at its option and without liability for delay, consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that ARCHITECT is performing professional services for CLIENT and that ARCHITECT is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ARCHITECT's services under this Agreement. If ARCHITECT's services hereunder cannot be performed because of the existence of hazardous materials, ARCHITECT shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ARCHITECT, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

15. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ARCHITECT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

16. LIMITATION OF LIABILITY

ARCHITECT's and its employees' total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ARCHITECT's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ARCHITECT hereunder, except as otherwise provided under this Agreement, and CLIENT hereby releases and holds harmless ARCHITECT and its employees from any liability above such amount.

17. LITIGATION SUPPORT

In the event ARCHITECT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ARCHITECT is not a party, CLIENT shall reimburse ARCHITECT for reasonable costs in responding and compensate ARCHITECT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial,



January 6, 2017

#14,479

FILED FOR RECORD at 1:00 o'clock p

JAN 24 2017

JENNIFER LINDENZWEIG
COUNTY/IX
By
All XXIII

Honorable John Horn Hunt County Judge 2507 Lee St., 2nd Floor Greenville, TX 75401

RE: Hunt County Courthouse Restoration Proposal for IT/Data Design Services

Based on discussions with David Chase of Architexas and the site tour performed by Justin Schamberger on Wednesday, December 14, 2016, **HDR** is pleased to submit our proposal to perform Low Voltage design services for IT/Data for the Hunt County Historical Courthouse Restoration.

HDR will perform design services providing drawings for Schematic Design, Design Development, 60% and 95% Construction Documents, Specifications, and the Project Close-Out Report (95% Final) per Texas Historic Commission Standards. It is our understanding that there are no construction procurement (bid phase) or construction contract administration services included in this contract. **HDR** will provide the following:

- Schematic Design Narratives and outline specifications for IT/Data Infrastructure systems.
- Design Development Survey site to identify existing IT data outlets. Provide demolition plans for the existing devices and preliminary new IT data outlet layouts including conduit routing options for consideration by the owner. Preliminary specifications for IT/Data Infrastructure systems will be included.
- Construction Documents Design drawings including floor plans with IT/Data outlets identified with conduit routing information as well as details and enlarged equipment room layouts at 60% and 95% construction documents level of detail. 60% and 95% level specifications for IT/Data Infrastructure systems will be provided at those respective deliverables.
- Project Close-Out Report Pick up final client review comments of the 95% submission and provide final close-out report as required.

John Niesen will manage this contract for **HDR**. Justin Schamberger will perform the work under the supervision of Jim Gabel.

We propose to perform these services in accordance with the attached Terms and Conditions for a lump sum of \$21,300 broken out by Phase as follows. Reimbursable expenses will be invoiced at cost. We have budgeted for one (1) review meeting in each of SD and DD phases and two (2) in CDs – four (4) total meetings – at the user's location in Greenville, Texas. If other meetings or site visits are required, we can perform those on an hourly basis plus expenses.

Schematic Design (30 days) \$ 3,195 Design Development (60 days) \$ 8,520 Construction Documents (120 days) \$ 8,520



Project Close-Out Report (30 days) \$1,065

We appreciate your consideration of HDR for your project. Your signature below will constitute authorization to proceed with services. If you have any questions about this proposal, please contact John Niesen at 972.960.4183.

Sincerely,

Heidi Higgason, AIA, LEED AP

Senior Vice President Operations Director

John Horn

Hunt County Judge

Cc John Niesen, File

HDR Architecture, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional architectural, consulting and related services performed or furnished by ARCHITECT and its employees under this Agreement will be the care and skill ordinarily used by members of ARCHITECT's profession practicing under the same or similar circumstances at the same time and in the same locality. ARCHITECT makes no warranties, express or implied, under this Agreement or otherwise, in connection with ARCHITECT's services.

2. INSURANCE

ARCHITECT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ARCHITECT is legally liable. Upon request, CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ARCHITECT agrees to indemnify CLIENT for the claims covered by ARCHITECT's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ARCHITECT are made on the basis of information available to ARCHITECT and on the basis of ARCHITECT's experience and qualifications, and represents its judgment as an experienced and qualified professional architect. However, since ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ARCHITECT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ARCHITECT prepares.

4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ARCHITECT's services are performed.

5. SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ARCHITECT. CLIENT agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional architectural and related services hereunder, it is understood by CLIENT that ARCHITECT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ARCHITECT, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by ARCHITECT.

6. SUCCESSORS AND ASSIGNS

CLIENT and ARCHITECT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor ARCHITECT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ARCHITECT pursuant to this Agreement, are instruments of service with respect to the project. ARCHITECT retains ownership of all such documents. CLIENT may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ARCHITECT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ARCHITECT, and CLIENT will defend, indemnify and hold harmless ARCHITECT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ARCHITECT to further compensation at rates to be agreed upon by CLIENT and ARCHITECT.

8. TERMINATION OF AGREEMENT

CLIENT or ARCHITECT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ARCHITECT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

10. INVOICES

ARCHITECT will submit monthly invoices for services rendered and CLIENT will make prompt payments in response to ARCHITECT's invoices.

ARCHITECT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

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CLIENT represents to ARCHITECT that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ARCHITECT the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged

by both parties that ARCHITECT's scope of services do not include services related in any way to hazardous materials. In the event ARCHITECT or any other party encounters undisclosed hazardous materials, ARCHITECT shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate governmental officials, and ARCHITECT may, at its option and without liability for delay, consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that ARCHITECT is performing professional services for CLIENT and that ARCHITECT is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ARCHITECT's services under this Agreement. ARCHITECT's services hereunder cannot be performed because of the existence of hazardous materials, ARCHITECT shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ARCHITECT, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

15. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ARCHITECT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

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ARCHITECT's and its employees' total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ARCHITECT's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ARCHITECT hereunder, except as otherwise provided under this Agreement, and CLIENT hereby releases and holds harmless ARCHITECT and its employees from any liability above such amount.

17. LITIGATION SUPPORT

In the event ARCHITECT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ARCHITECT is not a party, CLIENT shall reimburse ARCHITECT for reasonable costs in responding and compensate ARCHITECT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial:

Contract for Fines and Fees Collection Services

JAN 24 2017

STATE OF TEXAS

COUNTY OF HUNT

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between Hunt County, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

- 1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.
- 1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.
- 1.03 This AGREEMENT, as applicable, is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2 Scope of Services

- 2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and to:
- (a) Firm shall provide Collection Services for designated Outstanding Fines/Costs and/or Accounts Receivable resulting from unpaid traffic citations on behalf of Hunt County for the Hunt County Justice of the Peace Courts (hereinafter, "JP Courts"); and,
- (b) enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein.

Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such accounts; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

- 2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of accounts identified in 2.01 above and that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.
- 2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.
- 2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than or as otherwise mutually agreed.
- 2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3 Compensation

- 3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder as follows:
- (a) With respect to those fines and fees accounts identified in 2.01 (a) and for any unadjudicated cases on or after June 18, 2003, thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. The FIRM will collect all pre-June 18, 2003 unadjudicated cases referred to FIRM for collection at no cost to the CLIENT.

All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4 Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5 Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6 Term and Termination

6.01 This AGREEMENT shall be effective $\frac{(-1-2\delta)^2}{2}$ (the "Effective Date") and shall expire on $\frac{(-1-2\delta)^2}{2}$ (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7 Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Bridget Moreno Lopez Jeffrey Brown Linebarger Goggan Blair & Sampson, LLP 2777 N. Stemmons Frwy Suite 1000 Dallas, Texas 75207

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Hunt County c/o Auditors Office P.O. Box 1097 Greenville, TX 75403

| EXECUTED ON the 24 day of January, 2017. |
|--|
| Hunt County, Texas |
| By: Jønn L. Hern County Judges COURT COURT |
| Jøhn L. Hern County Judge COURT |
| Attest: Much Linders O |
| OJennife Lindenzweig () County Clerk |
| Linebarger Goggan Blair & Sampson, LLP |
| By: |
| Bridget Moreno Lopez, Managing Partner |
| For the FIRM |

| | CERTIFICATE OF INTERESTED PAR | TIES | | FOR | M 1295 | |
|---|--|---|------------------------------------|--------------------------------|----------------|--|
| F | | | - | | | |
| | Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | | CEI | OFFICE USE | | |
| 1 | Name of business entity filing form, and the city, state and count of business. | • | Certificate Number: 2017-157708 | | | |
| | Linebarger Goggan Blair & Sampson LLP Dallas, TX United States | | Date | Filed: | | |
| 2 | Name of governmental entity or state agency that is a party to the being filed. | e contract for which the form is | 01/24/2017 Date Acknowledged: | | | |
| | Hunt County Justices of the Peace | | | | | |
| 3 | Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided to the services, goods, or other property to be provided to the services, goods, or other property to be provided to the services, goods, or other property to be provided to the services, goods, or other property to be provided to the services. The services are services as a service of the services are services as a service of the services are services. | ity or state agency to track or identify ded under the contract. | the co | ontract, and prov | ride a | |
| 4 | | 1 | | Nature of | interest | |
| * | Name of Interested Party | City, State, Country (place of busine | ess) | (check ap | plicable) | |
| L | | | | Controlling | Intermediary | |
| | | | | | | |
| _ | | | | FILED COR | | |
| _ | | at | <u></u> | FILED FOR REC | ORD M | |
| L | | | | JAN 25 20 | 47 | |
| L | | 89 | Cour | INITER LINDEN | WEIG | |
| _ | | | | | 3 | |
| | | | | | | |
| - | | | | | | |
| 5 | Check only if there is NO Interested Party. | | | | | |
| 6 | AFFIX NOTARY STANDING | affirm, under penalty of perjury, that the | | | and correct. | |
| | Sworn to and subscribed before me, by the saidX | (. Browy., this the 2 | 4_ | day of Of | muary | |
| 2 | Shuman Sh | 1 | | y Public bricer administeri | | |
| = | rms provided by Texas Ethics Commission www.eth | hics.state.tx.us | | Ve | rsion V1.0.277 | |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

| | | | | | TOLT | | | | |
|----------|--|---|---------------|---------------------|--|--|--|--|--|
| | Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | | CEF | OFFICE USE | | | | | |
| 1 | Name of business entity filing form, and the city, state and cour of business. | Certificate Number: 2017-157708 | | | | | | | |
| | Linebarger Goggan Blair & Sampson LLP | | | | | | | | |
| | Dallas, TX United States | Date Filed: | | | | | | | |
| 2 | Name of governmental entity or state agency that is a party to t being filed. | e of governmental entity or state agency that is a party to the contract for which the form is | | | | | | | |
| | Hunt County Justices of the Peace | | Acknowledged: | | | | | | |
| <u> </u> | PR 1000000000000000000000000000000000000 | | 01/24/2017 | | | | | | |
| 3 | description of the services, goods, or other property to be prov | de the identification number used by the governmental entity or state agency to track or identify the contract, and provide a ription of the services, goods, or other property to be provided under the contract. | | | | | | | |
| | 155-17 Collection of delinquent fees and fines for Justice Courts | | | | | | | | |
| 4 | | | | Nature of | interest | | | | |
| ĺ | Name of Interested Party | City, State, Country (place of busin | ess) | (check ap | | | | | |
| | | | | Controlling | Intermediary | | | | |
| | | | | | | | | | |
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| | | | | | | | | | |
| | | | | | | | | | |
| 5 | Check only if there is NO Interested Party. | | | <u> </u> | | | | | |
| 6 | AFFIDAVIT I swear, o | or affirm, under penalty of perjury, that the | above | disclosure is true | and correct. | | | | |
| | | | | | į | | | | |
| | | | | | | | | | |
| | | Signature of authorized agent of con | tracting | business entity | | | | | |
| | AFFIX NOTARY STAMP / SEAL ABOVE | | | | | | | | |
| | Sworn to and subscribed before me, by the said | , this the | | day of | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | | | |
| | 20, to certify which, witness my hand and seal of office. | | | | | | | | |
| | | | | | | | | | |
| | Signature of officer administering oath Printed name of | of officer administering oath | itle of | officer administeri | ng oath | | | | |
| | Signature of Officer authorities of Officer a | ones administering batti | | | | | | | |

Delores Shelton, CIO, CCT Hunt County Treasurer

FY 11: Monthly Report, December 2016

FILED FOR RECORD
at 1:00 o'clock ρ Μ

JAN 24 2017



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

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) Month End Balance: \$19,086,273.70

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

This report will be filed with accompanying reports this 24 day of January, 2017.

Delores Shelton, Hunt County Treasurer

Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC/114/026(c)

John L

ric Evens Comm Ret #1

Phillip Martin Comm., Pct #3

Horn Hunt County Judge

Tod McMahan, Comm., Pct #2

lips Latham, Comm., Pet #4

Hunt County Treasurer Monthly Report December 2016

| Hunt County Funds | Beginning Balance | Money Received | Money Disbursed | Transfer In/Out Investment | Month End Balance |
|--|------------------------|-----------------------|----------------------|----------------------------------|------------------------|
| 10-GENERAL | 8,239,977.20 | 3,862,117.42 | -2,974,245.12 | 0.00 | 9,127,849.50 |
| 10-TexPool Investment | 215,222.15 | 83.53 | 0.00 | 0.00 | 215,305.68 |
| 10-TexStar Investment | 1,220,864.32 | 499.29 | 0.00 | 0.00 | 1,221,363.61 |
| 10-InWood Nat'l Bank CD | 565,098.97 | 580.58 | 0.00 | 0.00 | 565,679.55 |
| 10-InWood Nat'l Bank CD-2 | 506,825.75 | 520.71 | 0.00 | 0.00 | 507,346.46 |
| 10-TexPool Investment,Jail | 3,157,934.00 | 1,225.77 | 0.00 | 0.00 | 3,159,159.77 |
| 10-General Fund Totals: | 13,905,922.39 | 3,865,027.30 | -2,974,245.12 | 0.00 | 14,796,704.57 |
| 15-Exchange Bldg | 280,366.41 | 59,194.60 | -27,516.68 | | 312,044.33 |
| 20-Law Library | -4,402.77 | 4,548.00 | -7,875.84 | | -7,730.61 |
| 21-R&B #1 | 39,892.32 | 195,925.45 | -161,640.20 | 30,000.00 | 104,177.57 |
| 21-R&B #1, TexPool Invest | | 149.82 | 0.00 | -30,000.00 | 376,146.74 |
| 21-R&B #1 Fund Totals: | 445,889.24 | 196,075.27 | -161,640.20 | 0.00 | 480,324.31 |
| 22-R&B #2 | 29,858.93 | 195,476.11 | -527,270.01 | 300,000.00 | -1,934.97 |
| 22-R&B #2, TexPool Invest | • | 148.13 | 0.00 | -300,000.00 | 225,563.00 |
| 22-R&B #2 Fund Totals: | 555,273.80 | 195,624.24 | -527,270.01 | 0.00 | 223,628.03 |
| 23-R&B #3 | 79,594.99 | 197,781.50 | -268,582.60 | 0.00 | 8,793.89 |
| 23-R&B #3, TexPool Invest | • | 65.86 | 0.00 | 0.00 | 169,740.44 |
| 23-R&B #3 Fund Totals: | 249,269.57 | 197,847.36 | -268,582.60 | 0.00 | 178,534.33 |
| 24-R&B #4 | 99,912.96 | 205,452.00 | -95,805.09 | 0.00 | 209,559.87 |
| 24-R&B #4, TexPool Invest | · | 180.78 | 0.00 | 0.00 | 465,882.72 |
| 24-R&B #4 Fund Totals: | 565,614.90 | 205,632.78 | -95,805.09 | 0.00 | 675,442.59 |
| | | | | | |
| 25-Health Private | 42,038.99 | 6,028.56 | -2,685.17 | | 45,382.38 |
| 26-State Health Services* | -67,995.00 | 69,653.35 | -40,493.57 | | -38,835.22 |
| 27-Hunt County Grants* | 26,113.23 | 3,924.10 | -11,348.70 | | 18,688.63 |
| 45-Capital Improvement | 0.00 | 0.00 | -1,700.00 | | -1,700.00 |
| 68-JP, DDC Fee Fund * | 141,385.65 | 782.33 | -1,622.95 | | 140,545.03 |
| 71-DC Record Managmnt * | 12,733.67 | 396.24 | -625.79 | | 12,504.12 |
| 70-Voter Admin 19 74-Elections Special | -2,151.00 68,268.55 | 2,151.00 28,573.15 | 0.00 -29,279.77 | | 0.00 67,561.93 |
| 75-CA-DWI | 12,653.14 | 185.59 | -52.36 | | 12,786.37 |
| 81-CC Rec Mgt Preservation | 425,113.92 | 19,132.96 | -1,082.75 | | 443,164.13 |
| 82-Courthouse Security 83-Justice Court Sec.* | 25,728.14 67,089.50 | 3,700.65 343.23 | -2,882.96 -773.59 | | 26,545.83 66,659.14 |

Hunt County Treasurer Monthly Report December 2016

| Hunt County Funds | Beginning Balance | Money Received | Money Disbursed | Transfer In/Out Investment | Month End Balance |
|--|---------------------------------------|----------------------------|---------------------------------------|----------------------------------|--------------------------|
| 84-District Clerk Archive | 32,521.24 | 570.00 | 0.00 | | 33,091.24 |
| 85-Co & District Court Tecl | 2,535.98 | 195.17 | 0.00 | | 2,731.15 |
| 86-County Record Preserv | 80,119.95 | 1,300.00 | -9.50 | | 81,410.45 |
| 87-Justice Court Technolo | 57,948.13 | 1,312.50 | -2,016.95 | | 57,243.68 |
| 88-County Clerk Archive 89-County Record Mgt Pre | 414,795.72 9,849.39 | 16,630.00 1,853.22 | 0.00 0.00 | | 431,425.72 11,702.61 |
| 91-LEOSE | 40,391.75 | 0.00 | -77.97 | | 40,313.78 |
| 95-Juv Prob. Center Fnd* 96-Juv Prob "A-Z" Grant | 383,199.47 84,768.39 | 405.83 61,634.01 | -46,326.26 -74,437.74 | | 337,279.04 71,964.66 |
| 50-Debt Service (I&S)* 50-Debt Service TexPool Ir | 193,700.52 193,411.95 | 170,619.07 63.32 | 0.00 | 0.00 | 364,319.59 193,475.27 |
| 50-Debt Service Fund Tota | | 170,682.39 | 0.00 | 0.00 | 557,794.86 |
| 61-Right of Way FundTxPoc | 9,063.05 | 3.57 | 0.00 | | 9,066.62 |
| Total of Funds: *Year end adjustment | 18,251,217.87 | 5,113,407.40 | -4,278,351.57 | 0.00 | 19,086,273.70 |
| | _ | COUNTY DEB | | | D 6"- |
| | Mo. Beginning | Payment | Balance Due | | Pay Off Date |
| Reserve State Comptroller* Reserve St Comptroller II | 845,996.65 207,190.82 | -1,883.23 -2,960.00 | 844,113.42 204,230.82 | | 03/2054 |
| 2015 Tax Notes Series 2015 Refund Bonds | 1,995,000.00 2,985,000.00 | 0.00 | 1,995,000.00 2,985,000.00 | | |
| Bond Premium Payable Liability Comp Absence Pct/R&B 2 Equipmnt Rsrve | 43,592.41 406,120.00 311,092.06 | 0.00 0.00 -12,294.15 | 43,592.41 406,120.00 298,797.91 | | |
| OPEB Pension Liability Totals: | 5,213,720.00 12,007,711.94 | 0.00 -17,137.38 | 5,213,720.00 11,990,574.56 | | |

^{*}Beginning Balance \$906,351.27 as of 4/2014

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

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

| 2014 | TexPool | Tex Star | Chase | Retiree | InWood-CD |
|-----------|---------|----------|---------|---------|-----------|
| January | 0.0273% | 0.0303% | 0.0700% | 0.0500% | 0.75% |
| February | 0.0283% | 0.0318% | 0.0700% | 0.0500% | 0.75% |
| March | 0.0299% | 0.0400% | 0.0700% | 0.0500% | 0.75% |
| April | 0.0336% | 0.0379% | 0.0500% | 0.0300% | 0.75% |
| May | 0.0244% | 0.0273% | 0.0500% | 0.0300% | 0.75% |
| June | 0.0284% | 0.3220% | 0.0500% | 0.0300% | 0.75% |
| July | 0.0313% | 0.0323% | 0.0500% | 0.0300% | 0.75% |
| August | 0.0352% | 0.0350% | 0.0500% | 0.0300% | 0.75% |
| September | 0.0333% | 0.0317% | 0.0500% | 0.0300% | 0.75% |
| October | 0.2680% | 0.0385% | 0.0500% | 0.0300% | 0.95% |
| November | 0.0286% | 0.0387% | 0.0500% | 0.0300% | 0.95% |

| 2013 | TexPool | Tex Star | Chase | Retiree | InWood-CD |
|----------|---------|----------|---------|---------|-----------|
| January | 0.0986% | 0.1103% | 0.1500% | 0.1500% | 0.75% |
| February | 0.0935% | 0.0996% | 0.1500% | 0.1500% | 0.75% |
| March | 0.1047% | 0.1125% | 0.1500% | 0.1500% | 0.75% |
| April | 0.1022% | 0.1038% | 0.1500% | 0.1500% | 0.75% |
| May | 0.0715% | 0.0723% | 0.1500% | 0.1500% | 0.75% |
| June | 0.0576% | 0.0614% | 0.1500% | 0.1500% | 0.75% |



#14,482

at FILED FOR RECORD

JAN 24 2017

January 3, 2017

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

Farmers Electric Cooperative Member: Texas Diamond Custom Homes Service Order Number: 1612001897

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across <u>Hunt County Road 2560</u> which is located 1000' north of Private Road 2558 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 Patrick Covington office, $903-455-1715 \times 4065$ or cell, 903-513-1331.

Sincerely,

Patrick Covington

Patrick Covington Engineering Assistant

pcovington@farmerselectric.coop Phone 903-455-1715 x 4065 Mobile 903-513-1331

Submitted by Tricia Griffin Field Engineering Coordinator

Enclosures



414,483

January 4, 2017

Office of Hunt County Judge The Honorable John Horn Hunt County Courthouse 2507 Lee St. Room 107 Greenville, Texas 75401 JAN 24 2017

JENNIFER LINDENZWEIG

By

County Clerk Hant County, TX

Farmers Electric Cooperative Member: Dennis Johns Service Order Number: 1601003678

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across <u>Hunt County Road 2440</u> which is located 1200' south of County Road 2448 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 Patrick Covington office, 903-455-1715 x 4065.

Sincerely,

Patrick Covington

Patrick Covington Engineering Assistant

pcovington@farmerselectric.coop Phone 903-455-1715 x4065

Submitted by Tricia Griffin Field Engineering Coordinator

Enclosures

STATE OF TEXAS COUNTY OF HUNT

at 1:00 o'clock p M

484,484

JENNIFER LINDENZWEIG
County Clerk Hunt County IX

FIREWORKS ORDINANCE

WHEREAS, the Commissioners Court of Hunt County is authorized under Occupation Code Section 2154.202(h)(1), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Texas Independence Day, San Jacinto Day and Memorial Day.

WHEREAS, on the 24th day of January, 2017, the Commissioners Court of Hunt County has determined that conditions are favorable to issue such an Order.

NOW, THEREFORE, the Commissioners Court of Hunt County, adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Texas Independence Day period beginning February 25, 2017 and ending midnight March 2, 2017, San Jacinto Day period beginning April 16, 2017 and ending at midnight on April 21, 2017 and Memorial Day period beginning May 24, 2017 and ending May 29, 2017 subject to the following restrictions:

a. This order expires on the date the Texas Fire Service determines drought conditions exist in the county at any time prior to February 25, 2017, or April 16, 2017, or May 24, 2017 and the County has issued a Burn Ban Ordinance.

Approved this the 24th day of January, 2017 by the Hunt County Commissioners

Court.

County Judge

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
2613 Stonewall- Suite A, P.O. Box 8248
Greenville, Texas 75404

(903) 454-2059 fax: (903) 454-9856

#14,489

AGENDA ITEM

Date:

January 9, 2017

To:

John Horn, County Judge

Amanda Blankenship

Executive Administrative Assistant, Hunt County Judge

From:

Sherrina Williams

Office Manager

Re:

Resale Deeds - County-wide Resale Auction

Our lawfirm held a **Resale Auction** on Thursday, November 17th for properties located in throughout Hunt County. Please find attached **Tax Resale Deeds** for the properties sold. These deeds will need to be approved by the Commissioner's Court.

Please return the signed Deeds to our office. Please feel free to contact me, if you have any questions or need further information.

Thank you.

Enclosed: 15 Tax Resale Deeds

TAX RESALE DEED

Account #47614

STATE OF TEXAS

 \mathbf{X}

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

 \mathbf{X}

That CITY OF COMMERCE, HUNT COUNTY and HUNT MEMORIAL HOSPITAL DISTRICT and COMMERCE INDEPENDENT SCHOOL DISTRICT acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,686.00 cash in hand paid by

Melissa Walker 125 Kirkhaven Dr. Rockwall, TX 75032

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 18,918**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #47614; HUNDLEY PARK ADDITION, BLOCK 2, LOT 2 (AKA L1) AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 730 PAGE 61 and SHERIFF DEED FILED AS DOCUMENT NO. 2011-9730 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

WHEREOF HUNT COUNTY has caused these presents to be executed this BY: John Horn, Judge HUNT/COUNTY STATE OF TEXAS \mathbf{X} **COUNTY OF HUNT** \mathbf{X} acknowledged before This instrument was 2017, by John Horn, County Judge, of HUNT COUNTY Notary Public, State of Texas My Commission Expires: AMANDA L. BLANKENSHIP Notary Public, State of Texas Please return to: My Commission Expires
August 31, 2017 Linebarger Goggan Blair & Sampson, LLP PO Box 8248 Greenville, TX 75404-8248

TAX RESALE DEED

Account #48735

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

 \mathbf{X}

That HUNT COUNTY, QUINLAN INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$440.00 cash in hand paid by

Lloyd Bridges 1873 PR 2290 Quinlan, TX 75474

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,973**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

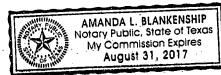
ACCOUNT #48735; KING SCRIPT COVE ADDITION, BLOCK 1, LOT 313,313A AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTIAN DEED OF RECORD IN VOLUME 768 PAGE 439 AND CONSTABLE DEED IN DOC# 2015-14004 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

IN TESTIMONY WHEREOF HUNT COUNTY has caused these presents to be executed this BY: John Horn, County HUNT COUNTY STATE OF TEXAS \mathbf{X} **COUNTY OF HUNT** \mathbf{X} acknowledged before this This instrument me day was 2017 by John Horn, County Judge, of HUNT COUNTY. Notary Public, State of Texas My Commission Expires: Please return to:

Linebarger Goggan Blair & Sampson, LLP PO Box 8248 Greenville, TX 75404-8248



TAX RESALE DEED

Account #116208

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

 \mathbf{X}

That HUNT COUNTY, LONE OAK INDEPENDENT SCHOOL DISTRICT, CITY OF LONE OAK and HUNT MEMORIAL HOSPITAL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,990.00 cash in hand paid by

David Moody 4167 Broken Bow Lone Oak, TX 75453

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,836**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #116208; ORIG TOWN OF LONE OAK, BLOCK 112, LOT 1 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 608 PAGE 236 AND CONSTABLE DEED FILED AS DOCUMENT NO. 2015-1822 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

| IN TESTIMONY WHEREOF HUNG | Γ COUNTY has caused these presents to be executed this |
|--|---|
| O BY: | |
| | John Horn, County Judge HUNT COUNTY |
| STATE OF TEXAS | X |
| COUNTY OF HUNT | X |
| This instrument was acknowled to the control of the | edged before me on this <u>24th</u> day of forn, County Judge, of HUNT COUNTY. Notary Public, State of Texas |
| | My Commission Expires: August 31, 2017 |
| Please return to: | AMANDA L. BLANKENSHIP Notary Public, State of Texas |
| Linebarger Goggan Blair & Sampson, LLP PO Box 8248 | My Commission Expires August 31, 2017 |
| Greenville, TX 75404-8248 | |
| | |

TAX RESALE DEED

Account #49441, #49443

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

 \mathbf{X}

That HUNT COUNTY, LONE OAK INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,600.00 cash in hand paid by

David Moody, 4167 Broken Bow, Lone Oak, TX 75453

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 18,663**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #49441; Tract No. 1: KIOWA VILLACE ADDITION, BLOCK 3, LOT 14, #SECT 1 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 711 PAGE 712 and SHERIFF DEED FILED AS DOCUMENT NO. 2010-5112 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS -49441

ACCOUNT #49443; Tract No. 2: KIOWA VILLACE ADDITION, BLOCK 3, LOT 16, #SECT 1 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 711 PAGE 712 nd SHERIFF DEED FILED AS DOCUMENT NO. 2010-5112 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS - 49443

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

IN TESTIMONY WHEREOF HUNT COUNTY has caused these presents to be executed this , 2017. BY: John Horn, County Judge HUNT COUNTY STATE OF TEXAS \mathbf{X} **COUNTY OF HUNT** \mathbf{X} acknowledged before This this day instrument was me 2017, by John Horn, County Judge, of HUNT COUNTY. Notary Public, State of Texas My Commission Expires: AMANDA L. BLANKENSHIP Notary Public, State of Texas My Commission Expires August 31, 2017 Please return to: Linebarger Goggan Blair & Sampson, LLP PO Box 8248 Greenville, TX 75404-8248

TAX RESALE DEED

Account #30309

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

X

That HUNT COUNTY, QUINLAN INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,155.00 cash in hand paid by

Daniel Edward Tijerina 1209 Hillcrest St. Apt. 2233 Mesquite, TX 75149

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,721**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #30309; S4911 TOM SAWYER COUNTRY UNRECORDED LOT 6 ACRES .35 AKA BEING N 1/2 OF LOT 6 BEING A PART OF A 53.37 ACRE TRACT IN THE J. McCarty Survey A0333 and Being More Particularly Described in that Certain Deed of Record in Volume 857 Page 287 and Constable Deed in DOC# 2015-14008 in the Deed Records of Hunt County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

| A.(| NT COUNTY has caused these presents to be executed this 017. |
|--|---|
| ВУ | r: Out you |
| | John Horn, County Judge HUNT COUNTY |
| | |
| STATE OF TEXAS | $\mathcal{L}_{\mathbf{X}}$ |
| COUNTY OF HUNT | \mathbf{X} |
| | |
| | rledged before me on this 24th day of Horn, County Judge, of HUNT COUNTY. |
| • • • • | Notary Public, State of Texas |
| | My Commission Expires: (1444) 31, 2017 |
| Please return to: | AMANDA L. BLANKENSHIP Notary Public, State of Texas |
| Linebarger Goggan Blair & Sampson, LLP PO Box 8248 | My Commission Expires August 31, 2017 |
| Greenville, TX 75404-8248 | |
| | |

TAX RESALE DEED

Account #46544

STATE OF TEXAS

 \mathbf{X}

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

X

That HUNT COUNTY, LONE OAK INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,270.00 cash in hand paid by

David Moody 4167 Broken Bow Lone Oak, TX 75453

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,737**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #46544; HIGHLAND ACRES, LOT 91, #SECT 3 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 345 PAGE 276 and CONSTABLE DEED FILED AS DOCUMENT NO. 2013-11084 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

| 24 day of Lanuary | UNT COUNTY has caused these presents to be executed the second of the se |
|---------------------------------|--|
| | John Horn, County Judge HUNT COUNTY |
| | |
| STATE OF TEXAS | X |
| | |
| | owledged before me on this 3444 day |
| This instrument was acknowledge | owledged before me on this 344 day on Horn, County Judge, of HUNT COUNTY. |
| This instrument was acknowledge | owledged before me on this 244 day |
| This instrument was acknowledge | Notary Public, State of Texas My Commission Expires: AMANDA L. BLANKENSHIP Notary Public, State of Texas My Commission Expires My Commission Expires |

TAX RESALE DEED

Account #21653

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

 \mathbf{X}

That HUNT COUNTY, CAMPBELL INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,400.00 cash in hand paid by

Sarah Spradling 2004 FM 513 South Campbell, TX 75422

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,744**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #21653; A0086 BROWN RICHARD, TRACT 1, ACRES .312 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 1729 PAGE 252 and CONSTABLE DEED FILED AS DOCUMENT NO. 2014-2113 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

| | John Horn, County Judge HUNT COUNTY |
|--|---|
| STATE OF TEXAS | X |
| COUNTY OF HUNT | X |
| | edged before me on this 34 day of orn, County Judge, of HUNT COUNTY. Notary Public, State of Texas My Commission Expires: 4 2017 |
| Please return to: Linebarger Goggan Blair & Sampson, LLP PO Box 8248 Greenville, TX 75404-8248 | AMANDA L. BLANKENSHIP Notary Public, State of Texas My Commission Expires August 31, 2017 |
| | |

TAX RESALE DEED

Account #129077

STATE OF TEXAS

 \mathbf{X}

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

 \mathbf{X}

That HUNT COUNTY, CADDO MILLS INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$7,500.00 cash in hand paid by

Jerry McGee 3053 CR 3116 Campbell, TX 75422

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,520**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #129077; \$2317 BRANDEN MANER PH II BLK 2 LOT 18 ACRES 1.273 SAVE & EXCEPT 2.727 ACRES VOLUME 1513 PAGE 608 HUNT COUNTY DEED RECORDS (NKA 18A) AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 1480 PAGE 601 and CONSTABLE DEED FILED AS DOCUMENT NO. 2012-983 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

| IN TESTIMONY WHEREOF HUN day of January, 20 | T COUNTY has caused these presents to be executed this D17. |
|---|---|
| ВҮ | John Horn, county Judge |
| | HUNT COUNTY |
| STATE OF TEXAS | X |
| COUNTY OF HUNT | X |
| | ledged before me on this day of Horn, County Judge, of HUNT COUNTY. |
| | |
| | Notary Public, State of Texas My Commission Expires: |
| | THE STATE OF A STATE OF STATE |
| Please return to: | AMANDA L. BLANKENSHIP Notary Public, State of Texes My Commission Expires ds |
| Linebarger Goggan Blair & Sampson, LLP PO Box 8248 | August 31, 2017 |
| Greenville, TX 75404-8248 | |
| | |
| | |
| | |

TAX RESALE DEED

Account #70096

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

 \mathbf{X}

That CITY OF COMMERCE, HUNT COUNTY, HUNT MEMORIAL HOSPITAL DISTRICT and COMMERCE INDEPENDENT SCHOOL DISTRICT acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$864.00 cash in hand paid by

Melissa Walker 125 Kirkhaven Dr. Rockwall, TX 75032

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Suit No. TAX 19,222, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #70096; Tract No. 2: ORIG TOWN OF COMMERCE, BLOCK 62, LOT 5B AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 108 PAGE 777 AND CONSTABLE DEED FILED AS DOCUMENT NO. 2011-8126 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

| ^.l | NT COUNTY has caused these presents to be executed this 2017. |
|--|---|
| В | \mathcal{L} |
| STATE OF TEXAS | \mathbf{x} |
| COUNTY OF HUNT | X |
| | Vledged before me on this AHA day of Horn, County Judge, of HUNT COUNTY. |
| | Notary Rublic, State of Texas My Commission Expires: (2) (3) (3) (3) (7) |
| | |
| Please return to: | • |
| Linebarger Goggan Blair & Sampson, LLP PO Box 8248 Greenville, TX 75404-8248 | |

TAX RESALE DEED

Account #52681

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

X

That CITY OF COMMERCE, HUNT COUNTY, HUNT MEMORIAL HOSPITAL DISTRICT and COMMERCE INDEPENDENT SCHOOL DISTRICT acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$3,102.00 cash in hand paid by

Thorpe Thompson 1412 Country Lane Allen, TX 75002

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,222**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #52681; Tract No. 1: NORRIS, P. A. ADDITION, BLOCK 2, LOT 48,49,50,51,52 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 903 PAGE 557 AND CONSTABLE DEED FILED AS DOCUMENT NO. 2011-8128 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

| day of January, 20 | COUNTY has caused these presents to be executed this 17. |
|--|--|
| DV. | OAA. |
| BY: | John Horn, County Judge HUNT COUNTY |
| | |
| STATE OF TEXAS | X |
| COUNTY OF HUNT | X |
| | I n. |
| committee of the state of the s | n 19th |
| | edged before me on this 242 day of orn, County Judge, of HUNT COUNTY. |
| | orn, County Judge, of HUNT COUNTY. |
| | Notary Public, State of Texas |
| | orn, County Judge, of HUNT COUNTY. |
| | Notary Public, State of Texas My Commission Expires: AMANDA L. BLANKENSHIP Notary Public, State of Texas |
| Please return to: Linebarger Goggan Blair & Sampson, LLP | Notary Public, State of Texas My Commission Expires: AMANDA L. BLANKENSHIP |
| Please return to: | Notary Public, State of Texas My Commission Expires: AMANDA L. BLANKENSHIP Notary Public, State of Texas My Commission Expires My Commission Expires |

TAX RESALE DEED

Account #47623

STATE OF TEXAS

 \mathbf{X}

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

 \mathbf{X}

That CITY OF COMMERCE, HUNT COUNTY, HUNT MEMORIAL HOSPITAL DISTRICT and COMMERCE INDEPENDENT SCHOOL DISTRICT acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,422.00 cash in hand paid by

Melissa Walker 125 Kirkhaven Dr. Rockwall, TX 75032

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,177**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #47623; HUNDLEY PARK ADDITION, BLOCK 2, LOT 8A AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 429 PAGE 247 AND CONSTABLE DEED FILED AS DOCUMENT NO. 2011-8129 IN THE DEED RECORDS OF HUNT COUNTY, TX.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

| ^./ | IT COUNTY has caused these presents to be executed this 017. |
|--|--|
| BY | |
| | HUNT COUNTY |
| STATE OF TEXAS | \mathbf{x} |
| COUNTY OF HUNT | X |
| This instrument was acknown 2017, by John I | ledged before me on this <u>2444</u> day of Horn, County Judge, of HUNT COUNTY. |
| | Notary Public, State of Texas My Commission Expires: |
| Please return to: | AMANDA L. BLANKENSHIP Notary Public, State of Texas Notary Public State of Texas |
| Linebarger Goggan Blair & Sampson, LLP PO Box 8248 Greenville, TX 75404-8248 | My Commission Expires August 31, 2017 |
| | |

TAX RESALE DEED

Account #54605

STATE OF TEXAS

 \mathbf{X}

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

 \mathbf{X}

That CITY OF COMMERCE, HUNT COUNTY, HUNT MEMORIAL HOSPITAL DISTRICT and COMMERCE INDEPENDENT SCHOOL DISTRICT acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,662.00 cash in hand paid by

Melissa Walker 125 Kirkhaven Dr. Rockwall, TX 75032

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,149**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #54605; ORIG TOWN OF COMMERCE, BLOCK 36A, LOT 6 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 110 PAGE 213 AND CONSTABLE DEED FILED AS DOCUMENT NO. 2013-13950 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

| | IT COUNTY has caused these presents to be executed this 017 |
|---|---|
| ВҮ | e Id/lu |
| | John Horn, County Ludge HUNT COUNTY |
| STATE OF TEXAS | X |
| COUNTY OF HUNT | X |
| | ledged before me on this 2444 day of Horn, County Judge, of HUNT COUNTY. Notary Public, State of Texas My Commission Expires: August 31, 2017 |
| Please return to: Linebarger Goggan Blair & Sampson, LLP PO Box 8248 Greenville, TX 75404-8248 | AMANDA L. BLANKENSHIP Notary Public, State of Texas My Commission Expires August 31, 2017 |
| | |

TAX RESALE DEED

Account #54194

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

X

That CITY OF COMMERCE, HUNT COUNTY, HUNT MEMORIAL HOSPITAL DISTRICT and COMMERCE INDEPENDENT SCHOOL DISTRICT acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$2,100.00 cash in hand paid by

Kris Wright 1807 Live Oak Commerce, TX 75428

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,097**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #54194; ORIG TOWN OF COMMERCE, BLOCK 5, LOT 3 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 632 PAGE 268 and CONSTABLE DEED FILED AS DOCUMENT NO. 2013-13957 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

| O a 1 | COUNTY has caused these presents to be executed this |
|--|---|
| | r _I . , |
| BY: | Sylven - |
| | John Horn, Courty Judge HUNT COUNTY |
| STATE OF TEXAS | X |
| COUNTY OF HUNT | X |
| This instrument was acknowled to the control of the | edged before me on this <u>1444</u> day of orn, County Judge, of HUNT COUNTY. |
| | Notary Public, State of Texas My Commission Expires: |
| Please return to: | AMANDA L. BLANKENSHIP Notary Public, State of Texas |
| Linebarger Goggan Blair & Sampson, LLP PO Box 8248 | My Commission Expires August 31, 2017 |
| Greenville, TX 75404-8248 | |

TAX RESALE DEED

Account #47611

STATE OF TEXAS

 \mathbf{X}

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

 \mathbf{X}

That CITY OF COMMERCE, HUNT COUNTY, HUNT MEMORIAL HOSPITAL DISTRICT and COMMERCE INDEPENDENT SCHOOL DISTRICT acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$813.00 cash in hand paid by

Melissa Walker 125 Kirkhaven Dr. Rockwall, TX 75032

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 18,914**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #47611; HUNDLEY PARK ADDITION, BLOCK 2, LOT 1D AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 339 PAGE 149 and CONSTABLE DEED FILED AS DOCUMENT NO. 2013-3768 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

| IN TESTIMONY WHEREOF HU | INT COUNTY has caused these presents to be executed this |
|---|--|
| _24 day of house, | 2017 |
| В | BY: DANNE |
| | John Horn, County Judge HUNT COUNTY |
| STATE OF TEXAS | \mathbf{x} |
| COUNTY OF HUNT | \mathbf{X} |
| | wledged before me on this 244 day of Horn, County Judge, of HUNT COUNTY. |
| 0 0 | 1/1/2 |
| | Notary Public, State of Texas My Commission Expires: My Commission Ex |
| • | |
| Please return to: | AMANDA L. BLANKENSHIP |
| Linebarger Goggan Blair & Sampson, LLF PO Box 8248 | P Notary Public, State of Texas My Commission Expires August 1, 2017 |
| Greenville, TX 75404-8248 | |

TAX RESALE DEED

Account #54535

STATE OF TEXAS

 \mathbf{X}

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

 $\dot{\mathbf{X}}$

That CITY OF COMMERCE, HUNT COUNTY, HUNT MEMORIAL HOSPITAL DISTRICT and COMMERCE INDEPENDENT SCHOOL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$5,100.00 cash in hand paid by

Kris Wright 1807 Live Oak Commerce, TX 75428

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 17,966**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #54535; ORIG TOWN OF COMMERCE, BLOCK 32, LOT 1 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 666 PAGE 67 and SHERIFF'S DEED IN VOLUME 1290 PAGE 490 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

| | T COUNTY has caused these presents to be executed this 017. |
|--|---|
| ВУ | John Horn, County Judge HUNT COUNTY |
| | |
| STATE OF TEXAS | $\mathbf{X}^{(i)}$. |
| COUNTY OF HUNT | X |
| This instrument was acknowled Junuary, 2017 by John H | edged before me on this 24th day of lorn, County Judge, of HUNT COUNTY. Notary Public, State of Texas My Commission Expires: |
| Please return to: Linebarger Goggan Blair & Sampson, LLP | AMANDA L. BLANKENSHIP Notary Public, State of Texas My Commission Expires August 31, 2017 |
| PO Box 8248 Greenville, TX 75404-8248 | |
| | |

#14,492

at 1:00 o'clock 0 M

Fax to: 903-408-4291 Att: Sandy From: Classification JAIL COUNT January 3, 2016 - January 16, 2017 JAN 24 2017

JENNIFER LINDENZWEIG
County Lierk Hunt County X

By

| DATE | MALE | <u>FEMALE</u> | <u>HOLDING</u> | Hopkins County | PTS | <u>Federal</u> | TOTAL |
|--------|------|---------------|----------------|-----------------------|-----|----------------|-------|
| 3-Jan | 166 | .46 | 3 | 0 | 0 | 84 | 299 |
| 4-Jan | 167 | 43 | 14 | 0 | ٥ | 81 | 305 |
| 5-Jan | 173 | 45 | 16 | 0 | 0 | 81 | 315 |
| 6-Jan | 177 | 42 | 9 | · 0 | 0 | 81 | 309 |
| 7-Jan | 183 | 43 | 7 | 0 | 0 | 81 | 314 |
| 8-Jan | 184 | 45 | 5 | 0 | 0 | 81 | 315 |
| 9-Jan | 185 | 44 | . 7 | 0 | 0 | 81 | 317 |
| 10-Jan | 181 | 43 | 9 | 0 | 0 | 81 | 314 |
| 11-Jan | 183 | 40 | 11 | 0 | 0 | 80 | 314 |
| 12-Jan | 188 | 41 | 12 | 0 | 0 | 80 | 321 |
| 13-Jan | 183 | 41 | 14 | 0 | 0 | 75 | 313 |
| 14-Jan | 187 | 41 | 14 | 0 | 0 | 75 | 317 |
| 15√Jan | 201 | 41 | 13 | 0 | 0 | 75 | 330 |
| 16-Jan | 199 | 44 | 13 | 0 | 0 | 75 | 331 |