



Subtotal C		
D Other Price Adjustments (Installation, Delivery, Etc..)		
Subtotal D		INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)		\$34,485
Quantity Ordered		6
X		\$206,910
Subtotal E		
F Non-Equipment Charges (Trade-In, Warranty, Etc..)		
BUY BOARD		\$400
G. Color of Vehicle: BLACK		
H. Total Purchase Price (E+F)		\$207,310
Estimated Delivery Date:		FALL 2015

HUNT COUNTY DECEMBER 2015 SURPLUS EQUIPMENT AUCTION

DESCRIPTION	Asset Number
1988 Aztec Model AZBDD-20PF Single Axle Belly Dump Trailer	2688
Ferguson Pneumatic 9-wheel Roller	08933
Diamond 3ft Mowing Deck for Boomax	None
Versa 4ft Side Mower	None
1958 Beird Compressor - 220 volts	None
Five (5) Used Grader Tires Size 1300.24 (4 used & 1 new)	None
Eight (8) Used Re-Cap Tires Size 275/80r24.5 Radials	None
Seven (7) Used Re-Cap Tires, Size 295/75R22.5	None
Triple Blade Tree Cutter, Model DBS050-C-H	09073
Seven (7) Ready to Finish Oak Cabinets	None
R&K Quality Products Tool Box w/sliding drawer	02239
R&K Quality Products Tool Box w/Shelve	02230
Rawson-Koenig Side Mount Tool Box	None
Hydraulic Lift - 1,000lb capacity	05071
Dayton 170,000 PTU Heater	04980
Landa-Gold OHW-4-2000 Series Commercial Pressure Washer	11794
Saylor Compressor, Model V6730-80	None
1991 Clement Belly Dump Trailer	10100
Wylie 550 gallon Poly Tank	None
12ft x 36ft Steel Deck Bridge (Cut in half)	None
1999 Freightliner Classic Truck w/sleeper	13523
Stone Roller, Model PD54 - Steel Foot	13601
2004 Kenworth Truck	13420
1997 Ford Truck Bed (Centaurus)	None
2004 Ford F350-Flatbed Truck	08423

A 13,915(2)  
 FILED FOR RECORD  
 at 12:12 o'clock P M

NOV 24 2015

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

# HUNT COUNTY DECEMBER 2015 SURPLUS EQUIPMENT AUCTION

1994 Badger, Model 460 Boom Excavator	13417
1995 Gradall w/ Bucket, Model G3WD	13586
1988 GMC Sierra Truck	10544
1985 Case, Model 1085, Model 1085 Cruz-Air Excavator	10336
1999 International, Model 4900-DT466E	12099
1978 John Deere Backhoe, Model 410	13417

FILED FOR RECORD  
at 12:10 o'clock P M

NOV 24 2015

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

RESOLUTION NO. #13,916

**A RESOLUTION OF THE HUNT COUNTY COMMISSIONERS' COURT,  
AUTHORIZING THE CITY OF GREENVILLE TO WAIVE BACK TAXES AND  
ACCEPT A BID LOWER THAN THE MINIMUM BID ON ANY AND ALL TAX-  
DELINQUENT PROPERTIES IT HOLDS AS TRUSTEE FOR HUNT COUNTY;  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Hunt County is a taxing entity in Hunt County, Texas, which includes property within the geographical limits of the City of Greenville, Texas; and

**WHEREAS**, the City of Greenville as trustee for the other taxing entities, including Hunt County, is authorized to dispose of tax lien foreclosed properties per Title 1, Texas Tax Code Section 34.01 for property within its geographical limits; and

**WHEREAS**, the City of Greenville has a large number of tax-delinquent properties awaiting disposition within its geographical limits; and

**WHEREAS**, the City of Greenville has elected to use Advertisement for Request for Proposal on bundles of these real properties with certain stipulations; and

**WHEREAS**, the City of Greenville needs authorization from Hunt County granting it permission to forgive back taxes and sell real property for any reasonable amount offered; and

**WHEREAS**, it is in the best interests of Hunt County to get these tax-delinquent properties back on the property tax rolls; and

**WHEREAS**, Hunt County desires to grant the authorization requested by the City of Greenville which will allow the City of Greenville to forgive back taxes owed to Hunt County and to sell the real property in which Hunt County has an interest for any reasonable amount offered.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, THAT:**

**SECTION 1.** Hunt County hereby grants the City of Greenville the authority to sell tax delinquent property owned by the City of Greenville, as trustee for Hunt County and other entities, to interested parties in compliance with Chapter 272 of the Texas Local Government Code through Advertisement for Request for Proposal.

**SECTION 2.** Hunt County hereby grants to the City of Greenville the authority to transfer a Deed once a "Residential Dwelling" is constructed according to the City of Greenville's "Code of Ordinances" and applicable building codes and a Certificate of Occupancy has issued to the individual purchasing the property. The City of Greenville will provide a "Mechanics Lien" or some other legal instrument to accomplish this task for properties sold in groups of more than five (5) lots. However, a purchaser or organization may not buy lots in increments of five (5) lots or

less to avoid the lien unless all previously purchased property has had a certificate of occupancy issued on them.

**SECTION 3.** Hunt County agrees that back taxes will be waived and a deed will be transferred by the City of Greenville on Hunt County's behalf upon purchase if a person or organization buys five (5) or less lots at a time.

**SECTION 4.** Hunt County authorizes the City of Greenville to forgive back taxes owed to Hunt County and sell the property for less than the appraised value of the property. In addition, Hunt County authorizes that all administrative costs may not be recuperated by Hunt County or the City of Greenville.

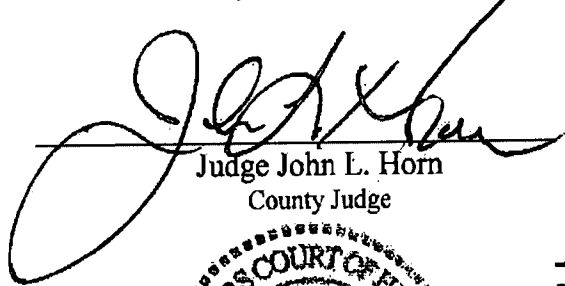
**SECTION 5.** If any provision of this Resolution or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

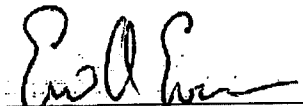
**SECTION 6:** If it ever should be determined by a final adjudication that this Resolution should have been in some form other than this Resolution, then and in that event, the above and foregoing shall be considered to have been passed, approved and adopted by the Hunt County Commissioners' Court as an ordinance or an order or in whatever form is legally necessary to accomplish this action.

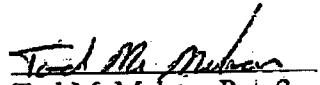
**SECTION 7.** Hunt County hereby authorizes the City of Greenville to distribute the funds received pursuant to this sale according to the Texas Property Tax Code.

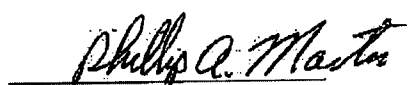
**SECTION 8.** This Resolution shall be in full force and effect immediately upon its passage and approval.

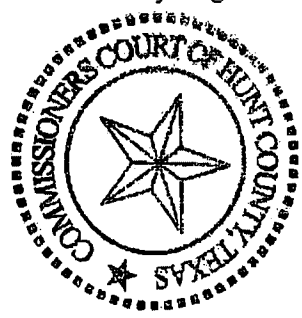
PASSED AND APPROVED this the 24 th day of NOVEMBER, 2015.

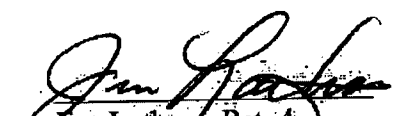
  
Judge John L. Horn  
County Judge

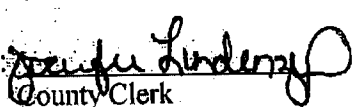
  
Eric Evans, Pct. 1

  
Tod McMahan, Pct. 2

  
Phillip Martin, Pct. 3



  
Jim Latham, Pct. 4

Attest:   
County Clerk

County Hunt  
ROW CSJ #~~0901-22-110~~ 2659-02-002  
CCSJ #~~0901-22-108~~ 2659-02-001  
Federal Project #:  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

FILED FOR RECORD  
at 1:50 o'clock P M

NOV 24 2015

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

STATE OF TEXAS §

\$ 13,919

COUNTY OF TRAVIS §

**AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "State"), and ~~Grayson~~ Hunt County, Texas, acting through its duly authorized officials (the "Local Government").

WITNESSETH



**WHEREAS**, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

**WHEREAS**, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

**WHEREAS**, the State has deemed it necessary to make certain highway improvements on Highway No. Spur 1570 from SH 66 to US 380, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"); and

**WHEREAS**, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

**WHEREAS**, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated 11-24, 2015, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW THEREFORE**, the State and the Local Government do agree as follows:

County Hunt  
ROW CSJ #~~0901-22-110~~ 2659-02-002  
CCSJ #~~0901-22-1039659~~ -02-001  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

## AGREEMENT

### 1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
  1. site conditions change;
  2. work requested by the Local Government is ineligible for federal participation; or
  3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny



County Hunt

ROW CSJ #~~0001-22-110~~ 2659-02-002

CCSJ #~~0001-22-108~~ 2659-02-001

Federal Project #: \_\_\_\_\_

Federal Highway Administration

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Not Research and Development

reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

#### **4. Real Property in Lieu of Monetary Payment**

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.
- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for

County Hunt  
 ROW CSJ # ~~0901-22-110~~ 2659-02-002  
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 Not Research and Development

property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.

D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

**5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

**6. Notices**

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

<b>Local Government:</b>	<b>State:</b>
<i>County Judge John Horn</i>	Director of Right of Way Division
<i>Hunt County Courthouse</i>	Texas Department of Transportation
<i>2507 Lee St, 2<sup>nd</sup> Floor</i>	125 E. 11 <sup>th</sup> Street
<i>Greenville, Texas 75401</i>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

**7. Remedies**

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

County Hunt  
ROW CSJ #~~0001-22-110~~ 2059-02-002  
CCSJ #~~0001-22-103~~ 2059-02-001  
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#### **8. Legal Construction**

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

#### **9. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **10. Compliance with Laws**

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

#### **11. Sole Agreement**

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

#### **12. Ownership of Documents**

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

#### **13. Inspection of Books and Records**

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

County Hunt  
ROW CSJ #~~0901-22-110~~ 2659-02-002  
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**14. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**15. Procurement and Property Management Standards**

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

**16. Civil Rights Compliance**

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**17. Applicability of Federal Provisions**

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

**18. Office of Management and Budget (OMB) Cost Principles**

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

**19. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

County Hunt

ROW CSJ #~~0901-22-110~~ 2659-02-002

CCSJ #~~0901-22-103~~ 2659-02-001

Federal Project #: \_\_\_\_\_

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Not Research and Development

Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

## 21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of

County Hunt

ROW CSJ #~~0001-22-110~~ 2659-02-002

CCSJ #~~0001-22-103~~ 2659-02-001

Federal Project #: \_\_\_\_\_

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any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

## 22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

County Hunt

ROW CSJ #~~0001-22-TT0~~ 2659-02-002

CCSJ #~~0001-22-T03~~ 2659-02-001

Federal Project #:

Federal Highway Administration

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### 23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

### 24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County Hunt

ROW CSJ # ~~0901-22-110~~ 2659-02-002

CCSJ # ~~0901-22-103~~ 2659-02-001

Federal Project #: \_\_\_\_\_

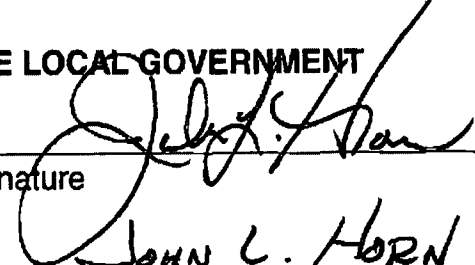
Federal Highway Administration

CFDA # 20.205

Not Research and Development

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**


  
Signature

John C. Horn  
Typed or Printed Name

County Judge  
Title

11-24-2015  
Date

**THE STATE OF TEXAS**

  
~~John P. Campbell, P.E.~~ Gus E. Cannon, CTCM  
Interim Director, Right of Way Division  
Texas Department of Transportation

2-10-16  
Date

FILED FOR RECORD  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M  
**FEB 18 2016**  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX



County Hunt  
ROW CSJ #0901-22-110  
CCSJ #0901-22-103  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

FILED FOR RECORD  
at 1:50 o'clock P M

NOV 24 2015

JENNIFER LINDENZWEIG  
County Clerk Hunt County, TX  
By: *Jennifer Lindenzweig*

# 13,919

**A RESOLUTION AUTHORIZING THE HUNT COUNTY JUDGE TO EXECUTE FOR AND ON BEHALF OF HUNT COUNTY, TEXAS, AN AGREEMENT TO CONTRIBUTE FUNDS TO THE STATE FOR PROPER DEVELOPMENT AND CONSTRUCTION OF THE STATE HIGHWAY SYSTEM.**

WHEREAS, the Texas Department of Transportation has approved a project for Spur 1570 from SH 66 to US 380; and

WHEREAS, the State has requested the County to enter into Contractual Agreements and acquire right of way on the above referenced project; and

WHEREAS, the County has now requested that the State assume responsibility for acquisition of all necessary right of way, and

WHEREAS, the County desires to voluntarily contribute to the State funds equal to 3.1% of the cost of the right of way for the proper development and construction of the State Highway System.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF HUNT COUNTY:

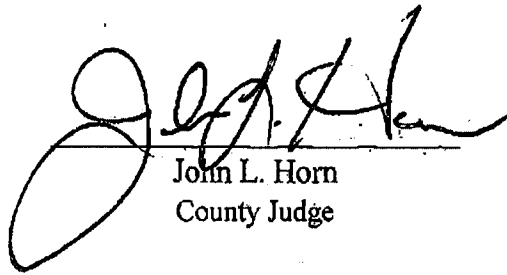
Section 1: That the County Judge of Hunt County be authorized to execute for and on behalf of Hunt County the Agreement to Contribute Funds with the State to cover right of way acquisition, and the County Clerk is directed to attest this agreement with the State and to affix the seal of Hunt County thereto.

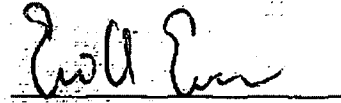
Section 2: It is further resolved that the County Judge is authorized to execute on behalf of Hunt County any supplemental agreements or further modifications to the above referenced agreement.

Section 3: That a copy of said agreement is attached hereto and made a part hereof as if fully set out herein.

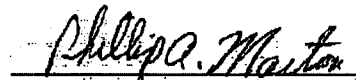
Section 4: That this resolution shall become effective immediately upon passage and approval.

PASSED AND APPROVED this 24<sup>th</sup> day of November 2015.

  
John L. Horn  
County Judge

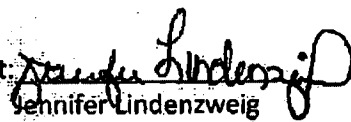
  
Eric Evans, Pct. 1

  
Tod McMahan, Pct. 2

  
Phillip Martin, Pct. 3

  
Jim Eatham, Pct. 4



Attest:   
Jennifer Lindenzweig  
County Clerk

County Hunt

ROW CSJ #~~0001-22-110~~ 2659-02-002

CCSJ #~~0901-22-103~~ 2659-02-001

Federal Project #: \_\_\_\_\_

Federal Highway Administration

CFDA # 20.205

Not Research and Development

**ATTACHMENT B  
LOCATION MAP SHOWING PROJECT**

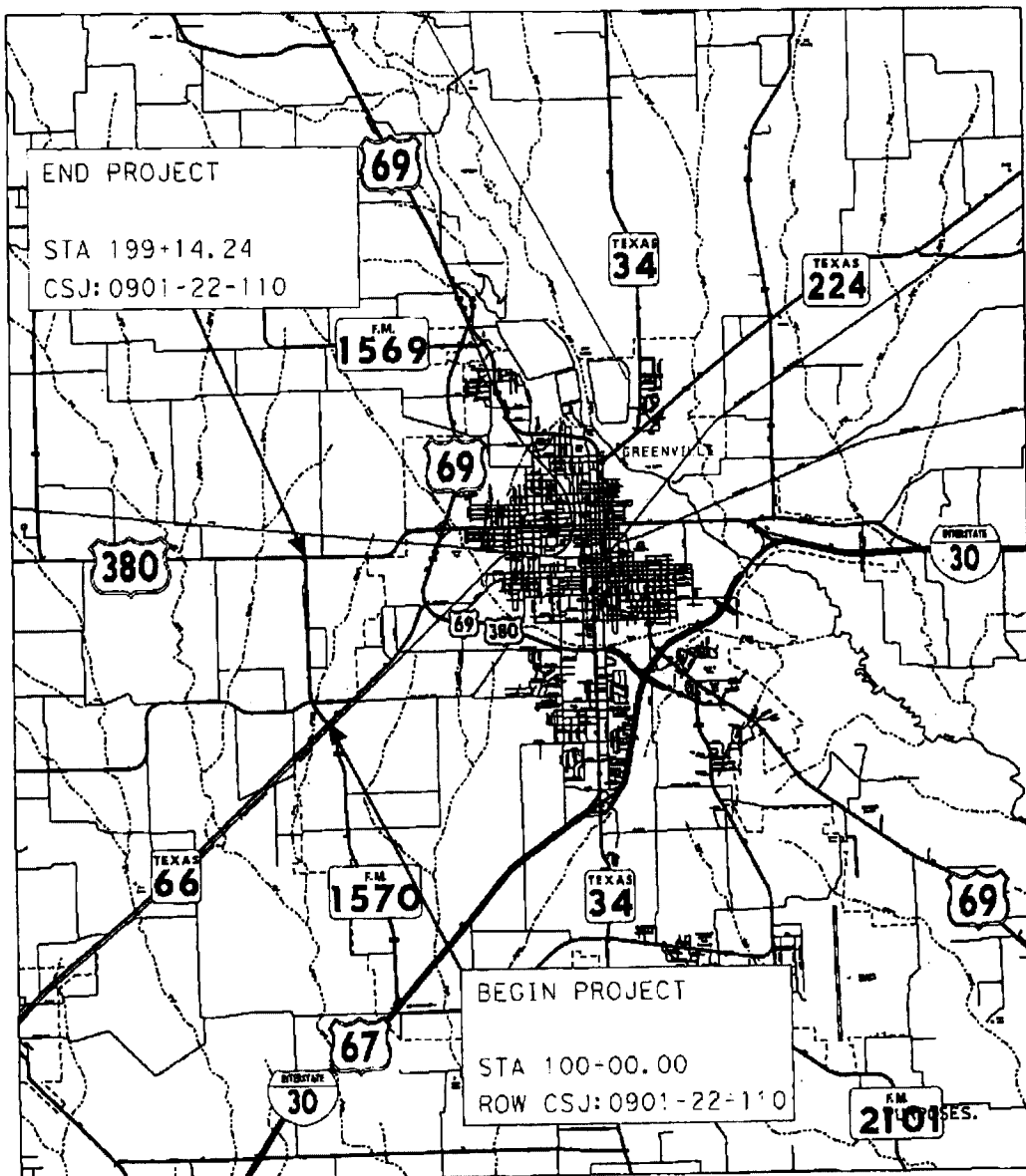
STATE OF TEXAS  
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED  
RIGHT OF WAY PROJECT

SPUR 1570

HUNT COUNTY, TEXAS

ROW CSJ NO. 0901-22-110  
CONSTRUCTION CSJ NO. 0901-22-103  
LIMITS FROM: S.H. 66 TO U.S. 380  
NET LENGTH OF PROJECT = 2.000 MILES



THIS MAP IS AN INTERNAL TXDOT DOCUMENT. ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER

VICINITY MAP

Not To Scale  
BASE LINE EQUATION : NONE  
NO EXCEPTIONS

County Hunt

ROW CSJ #~~0901-22-110~~ 2659-02-002

CCSJ #~~0901-22-103~~ 2659-02-651

Federal Project #: \_\_\_\_\_

Federal Highway Administration

CFDA # 20.205

Not Research and Development

**ATTACHMENT C**  
**PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE**

**Standard Agreement to Contribute  
State Performs Work  
EDC Adjustment  
Attachment C**

Description	Total Estimated Cost	State Participation			Local Participation		
		% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Right of Way Acquisition	\$ 815,828	90%	96.9%	\$790,537	10%	3.1%	\$25,291
Reimbursable Utility Adjustments	\$ 952,000	90%	96.9%	\$922,488	10%	3.1%	\$29,512
Joint Bid Reimbursable Utility Adjustments	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	0%	\$0	0%	0%	\$0
<b>TOTAL</b>	<b>\$1,767,828</b>	<b>90%</b>	<b>96.9%</b>	<b>\$1,713,025</b>	<b>10%</b>	<b>3.1%</b>	<b>\$54,803.00</b>

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on September 24, 2015 by virtue of attached Minute Order No. 114381, and approved a 69 percent adjustment to the required 10 percent local participation for this project. Also attached are completed Affidavit and EDC Program Information Sheet.

TEXAS TRANSPORTATION COMMISSION

ALL Counties

MINUTE ORDER

Page 1 of 1

ALL Districts

Transportation Code, §222.053(a), defines an "economically disadvantaged county" as a county that has, in comparison to other counties in the state: (1) below average per capita taxable property value; (2) below average per capita income; and (3) above average unemployment.

Transportation Code, §222.053(c), directs the Texas Transportation Commission (commission), when evaluating a proposal for a highway project in a political subdivision that consists of all or a portion of an economically disadvantaged county, to adjust the minimum local matching funds requirement after evaluating the political subdivision's effort and ability to meet the requirement.

Transportation Code, §222.053(f), requires the commission to certify a county as economically disadvantaged on an annual basis as soon as possible after the Comptroller of Public Accounts (comptroller) provides reports on the economic indicators listed above.

Title 43 TAC §15.55(b)(2) provides that, in determining the adjustment to the local matching funds requirement, and the local government's efforts and ability to meet the requirement, the commission will consider a local government's: (A) population level; (B) bonded indebtedness; (C) tax base; (D) tax rate; (E) extent of in-kind resources available; and (F) economic development sales tax.

The comptroller has provided the data needed to determine the counties eligible for the Economically Disadvantaged Counties Program for 2016. The counties' efforts and ability to provide a local match have been considered using the criteria set forth in 43 TAC §15.55. Exhibit A lists the eligible counties and the respective recommended local match adjustments. Exhibit B establishes additional local match adjustments for cities within these counties participating in the program.

IT IS THEREFORE ORDERED by the commission that the list of counties eligible for the 2016 Economically Disadvantaged Counties Program is certified and the local match adjustment for each county is established, as shown in Exhibit A, as well as additional adjustments for cities participating in the program, as shown in Exhibit B.

Submitted and reviewed by:

*James W. Koch, P.E.*  
Director, Transportation Planning  
and Programming Division

Recommended by:

*[Signature]*  
Executive Director

114381 SEP 24 15

Minute  
Number

Date  
Passed



# EXHIBIT A

## Economically Disadvantaged Counties FY 2016

Eligible Counties	Adjustment %
Angelina County	63
Atascosa County	55
Bailey County	84
Bee County	72
Bell County	62
Bosque County	44
Bowie County	61
Brooks County	82
Brown County	70
Burleson County	46
Caldwell County	87
Calhoun County	48
Cameron County	86
Camp County	60
Cass County	64
Cherokee County	74
Coleman County	64
Coryell County	61
Dawson County	57
Delta County	84
Duval County	72
Ellis County	58
El Paso County	73
Falls County	91
Fannin County	72
Floyd County	50
Franklin County	49
Freestone County	30
Grayson County	64
Hale County	72
Hall County	55
Hardin County	58
Henderson County	59
Hidalgo County	95
Hill County	66
Houston County	62
Hudspeth County	65
Hunt County	69
Hutchinson County	37

Eligible Counties	Adjustment %
Jasper County	72
Jefferson County	44
Jim Hogg County	84
Jones County	83
Kaufman County	67
Kleberg County	77
Lamar County	75
Lamb County	73
Leon County	35
Liberty County	69
Limestone County	59
Llano County	17
McLennan County	65
Madison County	62
Marion County	50
Matagorda County	53
Maverick County	90
Milam County	62
Morris County	48
Nacogdoches County	71
Navarro County	66
Newton County	64
Orange County	56
Palo Pinto County	39
Polk County	61
Presidio County	77
Red River County	72
Rusk County	62
Sabine County	57
San Augustine County	61
San Jacinto County	64
San Patricio County	55
Shelby County	65
Smith County	46
Starr County	95
Swisher County	74
Titus County	69
Trinity County	76
Tyler County	78

**Economically Disadvantaged Counties FY 2015 cont.**

<b>Eligible Counties</b>	<b>Adjustment %</b>
Upshur County	57
Uvalde County	69
Val Verde County	72
Van Zandt County	63
Walker County	91

<b>Eligible Counties</b>	<b>Adjustment %</b>
Waller County	72
Willacy County	80
Wood County	61
Zapata County	75
Zavala County	90

# EXHIBIT B

## Additional Adjustments for Cities Within an Economically Disadvantaged County FY 2016

Every eligible county receives an adjustment to its local match requirement ranging from 15 (minimum) to 95 (maximum) percent. A city within an economically disadvantaged county receives an adjustment equal to the adjustment for the county in which it is located, with the possibility of up to 10 additional percentage points based on its population and the existence of an economic development sales tax.

The two following tables depict the additional percentage points that cities may be granted.

### *Economic Development Sales Tax:*

ADDITIONAL PERCENTAGE

YES	5%
NO	0%

### *Population:*

ADDITIONAL PERCENTAGE

$x < 1,000$	5%
$1,000 < x < 2,000$	4%
$2,000 < x < 3,000$	3%
$3,000 < x < 4,000$	2%
$4,000 < x < 5,000$	1%
$x > 5,000$	0%

**AFFIDAVIT**

#13,920

FILED FOR RECORD  
at 1:55 o'clock P M

NOV 24 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By Jennifer Lindenzweig

The State of Texas,  
County of HUNT

Before me, Amanda Blankenship, a notary public in and for the State of  
of Texas, on this day personally appeared John L. Horn, who being by  
me duly sworn, upon oath says:

I, JOHN L. HORN, representing the city / county of  
HUNT, having been duly elected on  
1-1-2007 and having served continuously since that time, certify in my  
official capacity that, to the best of my knowledge, the information contained in  
this application is true and correct.

[Handwritten Signature]  
Signature

11-24-2015  
Date

Subscribed and sworn to before me, by the said John L. Horn, this  
24 day of November, 2015, to certify which witness my hand  
and seal of office.

My commission expires August 31, 2017.

[Handwritten Signature]  
Official Signature

AMANDA L. BLANKENSHIP  
Notary Public, State of Texas  
My Commission Expires  
August 31, 2017  
Printed or stamped name of Notary



ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hunt

APPLICANT Hunt County

District Contact Information

NAME: Ricky Mackey

TELEPHONE: 903-737-9375

\* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES  or NO

\* If the applicant is a CITY within an eligible county, please answer the two following questions:

- # 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO
# 2 Population ( 2010 Census)?

PROJECT INFORMATION

Table with 2 columns: Field (UTP PRIORITY STATUS, CSJ, ESTIMATED LETTING DATE) and Value (CON, 0901-22-103, May-16)

On-System? ( Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

Spur 1570 - From SH 66 To US 380

PROJECT SCOPE- Give type of work.

Construct 2 lanes of ultimate 4 lane divided highway

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 69

Table with 6 columns: Project Component, Est. Total Cost (\$), Local Participation (%), Est. Required Local Match (\$), Local Participation After Adjustment (\$), and Total. Rows include Right of Way, Eligible Utilities, and a TOTAL row.

Approved by: [Signature]

Date: 12/17/15



# MEMO

February 2, 2016

**To:** Memo to File  
**From:** Kristy Fincher, Right of Way Agent  
**CC:**  
**Subject:** State Spur 1570  
From SH 66 to US 380  
Construction CSJ 2659-02-001  
Hunt County

---

The subject highway was redesignated from County Road, Construction CSJ 0901-22-103 to State Spur 1570 by Minute Order #114488 on January 28, 2016 (see attached).

OUR GOALS  
MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

*An Equal Opportunity Employer*

TEXAS TRANSPORTATION COMMISSION

Hunt County

MINUTE ORDER

Page 1 of 1

Paris District


In Hunt County, the Paris District has requested the designation of State Highway Spur 1570 on a new location on the state highway system from SH 66 at FM 1570 northward to US 380, a distance of approximately 2.0 miles.

Pursuant to Texas Transportation Code, §§201.103 and 221.001, the executive director of the Texas Department of Transportation has recommended this action.

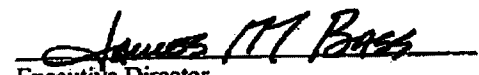
The Texas Transportation Commission (commission) finds that this action will facilitate the flow of traffic, promote public safety, and maintain continuity of the state highway system and is necessary for the proper development and operation of the system.

IT IS THEREFORE ORDERED by the commission that State Highway Spur 1570 is designated on a new location on the state highway system from SH 66 at FM 1570 northward to US 380, a distance of approximately 2.0 miles, as shown in Exhibit A.

Submitted and reviewed by:

  
Director, Transportation Planning  
and Programming Division

Recommended by:

  
Executive Director

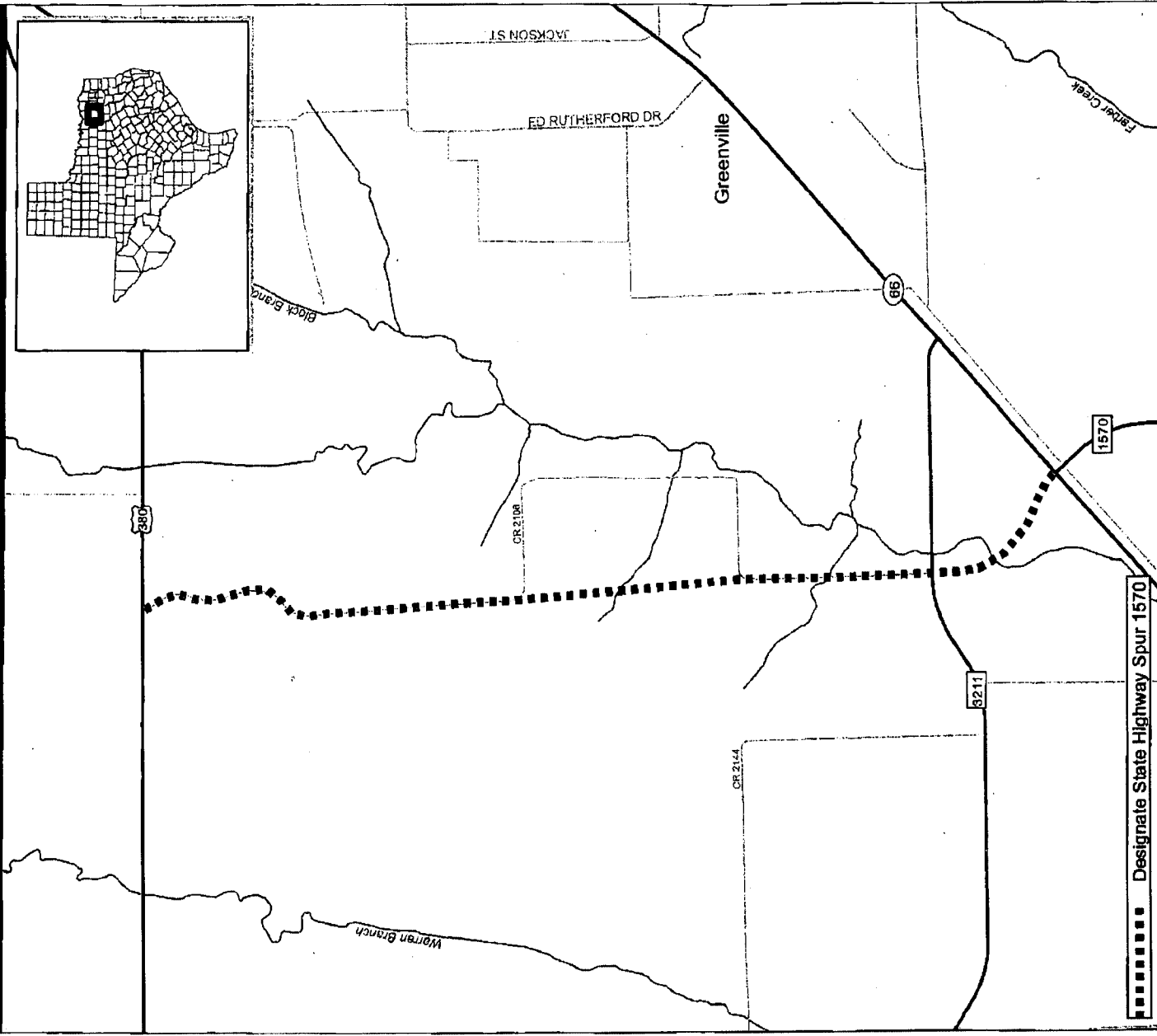
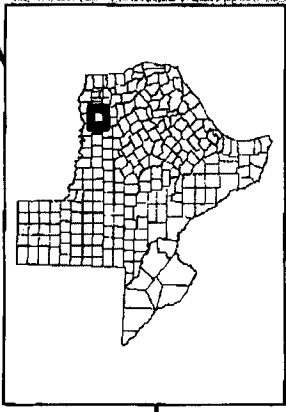
**114488 JAN 28 16**

Minute  
Number

Date  
Passed

Hunt County

Paris District



Designate State Highway Spur 1570



Transportation Planning and Development  
Hunt County, Texas





at 10:12 o'clock  
FILED FOR RECORD  
NOV 24 2015  
JENNIFER LINDENZWEG  
County Clerk of Hunt County, TX

**RESOLUTION # 13,922**

**A RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT  
ALLOCATING VOTES TO HUNT COUNTY APPRAISAL DISTRICT BOARD  
OF DIRECTORS NOMINEES.**

**WHEREAS**, pursuant to Texas Property Tax Code, Section 6.03 (d), Hunt County is entitled to 1,736 votes to be allocated to Hunt County Appraisal District Board of Directors Nominees; and

**WHEREAS**; pursuant to Texas Property Tax Code, Section 6.03 (k), this vote must be submitted by virtue of resolution to the Chief Appraiser no later than December 15<sup>th</sup>; and

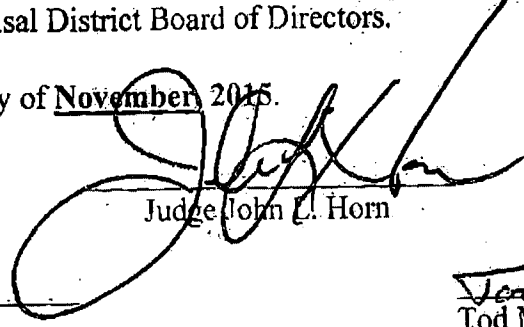
**WHEREAS**, on November 10, 2015, by Court Order 13,898, the Commissioners Court of Hunt County voted unanimously to nominate Tyson Cox and Charlie Patterson for the final Board of Directors ballot.

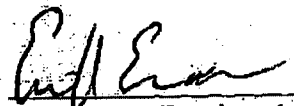
**NOW, THEREFORE, BE IT RESOLVED** by the Commissioner's Court of the County of Hunt:


**SECTION 1.** That 868 of Hunt County's votes be allocated to Charlie Patterson for election to the Hunt County Appraisal District Board of Directors.


**SECTION 2.** That 868 of Hunt County's votes be allocated to Tyson Cox for election to the Hunt County Appraisal District Board of Directors.

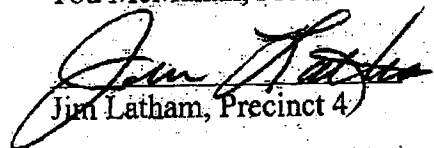
**ADOPTED** this 24<sup>th</sup> day of November, 2015.

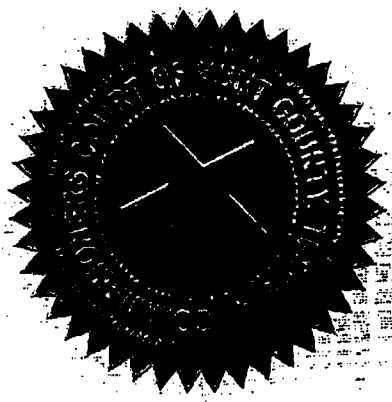
  
Judge John L. Horn

  
Eric Evans, Precinct 1

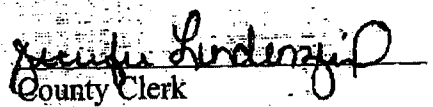
  
Tod McMahan, Precinct 2

  
Phillip Martin, Precinct 3

  
Jim Latham, Precinct 4



Attest:

  
County Clerk

# 13,924

ESCROW TRUST AGREEMENT

FILED FOR RECORD  
at 12:10 o'clock P M

NOV 24 2015

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

THE STATE OF TEXAS  
COUNTY OF HUNT COUNTY

This contract and agreement made and entered into on this the 12th day of November 2015, by and between Hunt County Commissioner Eric Evans, Precinct 1 and Manuel Sanchez by hereinafter called "Purchaser".

WITNESSETH:

That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$5,760.00 for the purpose of constructing a certain site improvement, to wit:

Upgrade approximately 960 feet on CR 1074 from dirt to rock

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

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

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

*[Signature of Eric Evans]*

Commissioner's Signature

*[Signature of Manuel Sanchez]*

Purchaser signature

718 CR 1063, (ARV 7540)  
(Address of purchaser)

214-538-1221



# CASH SPECIAL UTILITY DISTRICT

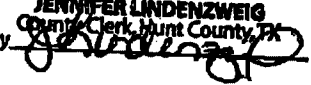
172 FM 1564 EAST  
P.O. BOX 8129  
GREENVILLE, TEXAS 75404-8129  
PHONE (903) 883-2695 FAX (903) 883-4045

#13,925

November 12, 2015

FILED FOR RECORD  
at 12:10 o'clock P M

NOV 24 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: 

Hunt County Commissioners Court  
2507 Lee St  
Greenville TX 75401

RE: Approval for Fire Hydrant in County Right of Way

We are seeking approval to place a fire hydrant at the northwest corner of County Road 3303 and County Road 3304.

Please feel free to contact us with any further questions.

Thank you,



Stacey Blasingame

Office Manager

[staceyb@cashwater.org](mailto:staceyb@cashwater.org)

903-883-2695

#13,929

FILED FOR RECORD  
at 12:00 o'clock P M

NOV 24 2015

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

Fax to: 903-408-4291 Att: Sandy  
From: Classification  
JAIL COUNT  
November 10 - November 23, 2015

<u>DATE</u>	<u>MALE</u>	<u>FEMALE</u>	<u>HOLDING</u>	<u>Hopkins County</u>	<u>PTS</u>	<u>Federal</u>	<u>TOTAL</u>
10-Nov	203	36	5	0	0	3	247
11-Nov	202	37	15	0	0	3	257
12-Nov	201	39	9	0	0	3	252
13-Nov	199	38	8	0	0	34	279
14-Nov	197	37	15	0	0	34	283
15-Nov	206	36	10	0	0	34	288
16-Nov	209	36	9	0	0	34	290
17-Nov	201	37	10	0	0	34	282
18-Nov	192	47	5	0	0	32	276
19-Nov	194	43	14	0	0	33	284
20-Nov	196	37	6	0	0	36	275
21-Nov	190	38	7	0	0	43	278
22-Nov	193	38	4	0	0	43	278
23-Nov	188	34	2	0	0	42	266