

#14,325(1)

FILED FOR RECORD
at 11:20 o'clock a M

OCT 11 2016

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

HUNT COUNTY SHERIFF'S CRIME CONTROL

2016-2017 Budget

Beginning Balance (as of 09/27/16) **\$ 43,169.85**

Expenditures:

Investigative Support **0.00**

Criminal Investigation: (Undercover operation, crime scene expenses,
photographs, diagrams, maps, etc) **0.00**

Equipment: (firearms, ballistics, vests, flashlights, vehicles,
crime scene equipment, and other item needed at crime scenes, etc. **0.00**

Employee Benefits: (October 2016 thru December 2016) **\$35,796.75**

Cell Phone Allowance **\$ 4,630.50**

Certificate Pay **\$ 14,399.50**

Part Time K9 Officer **\$ 7,828.25**

Stipends-Oxford **\$ 2,478.00**

Stipends-Washington **\$ 6,460.50**

Employee Benefits-unassigned **4,373.10**

Educations: community events, internships, SO Academy scholarships **3,000.00**

Meeting Supplies **0.00**

Total Amount **\$43,169.85**

#14,325(a)

Hunt County Sheriff's Office
Federal Forfeiture Account
2016-2017 Budget

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JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*

Beginning Balance (as of 09/30/16)

\$ 309,611.97

Expenditures:

A. Law Enforcement Investigations-the support of investigations and operations that may result in furthering the law enforcement goals and mission such as payment of overtime for officers and investigators, payments to informants, "buy" "flash" or reward money, purchase of evidence

104,611.97

B. Law Enforcement Training-the training of investigators, prosecutors, and law enforcement, support personnel in any area that is necessary to perform official law enforcement duties. For example, training and conference registration fees, speaker fees or costs to produce training curriculum. This provision does not permit donations or the transfer of funds to associations or organizations providing training.

15,000.00

C. Law Enforcement Equipment- the cost associates with the purchase, lease, maintenance, or operation of law enforcement equipment for use by law enforcement personnel that supports law enforcement activities. Examples: furniture, file cabinets, office supplies, telecommunications equipment, copiers, safes, fitness equipment, computers, computer accessories and software, body armor, uniforms, firearms, radios, cellular telephones, electronic surveillance equipment, vehicles (e.g. patrol and unmarked vehicles), animals and animal related expenses.

165,000.00

D. Law Enforcement Travel and Transportation-the costs associated with travel and transportation to perform or in support of law enforcement duties and activities. All related costs must be in accordance with the agency's state per diem and must not create the appearance of extravagance or impropriety.

7,000.00

E. Law Enforcement Awards and Memorials-the cost of award plaques and certificates for law enforcement personnel in recognition of a law enforcement achievement, activity or training. Shared funds may not be used to pay awards in the form of cash or cash equivalents such as stored value cards. Shared funds may be used to pay the costs for commemorative plaques, displays or memorials on law enforcement property that serve to recognize or memorialize a law enforcement officer's contributions, such as a memorial plaque or stone in honor of an agency's officers killed in the line of duty. The plaque, display, or memorial must not create the appearance of extravagance.

3,000.00

F. Support of Community Based Programs- transfers or shared funds from a state or local law enforcement agency to a state, county, or local government agency or community non-profit organization (501©(3) or (4). An agency may, at its discretion, transfer up to a total of \$25,000.00 of its shared funds annually to community-based programs whose missions are supportive of and consistent with a law enforcement effort, policy, and/or initiative. Examples include a drug treatment facility, job skills program, or a youth program with drug and crime prevention education. The chief law enforcement officer must approve the transfer and must ensure the recipient is a qualified entity. **\$5,000.00**

G. Special Response Vehicle 6 x 6

10,000.00

TOTAL

\$ 309,611.97



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



#14,325(3)

MEMORANDUM

FILED FOR RECORD
 at 11:20 o'clock a M

OCT 11 2016

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

DATE: September 29, 2016
 TO: Cheryl Lowry, Purchasing Department
 FROM: Alan Geer, Lt. Support Services
 SUBJECT: Surplus Vehicles, HC # 13563 & HC # 13547

It is requested the Commissioners Court consider the City of Lone Oak Police Department request for the surplus 2009 Dodge Charger, VIN 2B3AA4CT9AH144580, HC # 13563 which has a bad motor runs but burns oil, & 2009 Dodge Charger, VIN 2B3LA43T89H537023, HC # 13547.

ATTACHED EQUIPMENT: # 13563

- Whelen Light Bar
- Code 3 Siren Box
- Body Guard vehicle cage
- Rear deck lights
- Kustom Signal Radar front & rear antenna
- Body Guard gun rack
- Jotto Desk console
- Spot light

ATTACHED EQUIPMENT: # 13547

- Mirror Lights
- Rear Deck Lights



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



Visor Lights

U.S. Radar Inc. front & rear antenna HC # 08830

Code 3 siren box

Patriot Products gun rack

External Radio antenna

Spot Light

Jotto Desk Console

Attached is a Letter from the city of Lone Oak showing interest in the 2 vehicles.



City of Lone Oak

115 Town Square/P.O. Box 127
Lone Oak, Texas 75453
Office: 903-662-5116
Fax: 903-662-5334

September 16, 2016

Hunt County Commissioner's Court
P.O. Box 1097
Greenville, Texas 75403-1097

Dear Hunt County Commissioner's Court,

On behalf of the City of Lone Oak, we would like to request the opportunity to receive any information regarding police vehicles that should become available for purchase or auction. Our city usually has four police vehicles for use during the year but, we are down to two (2) that are barely useable that are in need of several repairs. We are spending extra repair costs related to the conditions of these vehicles. We heard from Hunt County Precinct 3 Commissioner, Mr. Phillip Martin, that there are two police vehicles with equipment that will be possibly sold to another county. We would like the opportunity to be included in the option of purchasing these vehicles. The City of Lone Oak would greatly appreciate it if the Commissioner's Court would even donate these 2 vehicles to our city which is in dire need of your assistance.

The City of Lone Oak and its citizens greatly appreciate your support. Thank you and please consider our request so we may better serve our citizens.

Sincerely,

Douglas E. Williams
Mayor, City of Lone Oak

Co: kdv



#14,325(5)

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™



Trane U.S. Inc. dba Trane
 1617 Hutton Drive
 Carrollton, Texas 75006-8336
 Phone: (469) 758-3000, Fax: (469) 758-3310
 Service Contact: (469) 758-3000

September 29, 2016

Jimmy Moore
 Facilities Engineer
 Hunt County
 2507 Lee Street
 Greenville, Texas 75401 U.S.A.

Site Address:
 Greenville Exchange Building
 2500 Stonewall Street
 Greenville, Texas 75403
 United States

FILED FOR RECORD
 11:20 o'clock
 OCT 11 2016
 JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX

Attention: Jimmy Moore

Subject: Continuation of Service Agreement 356057R9

Your Trane Service Agreement is scheduled for renewal on January 01, 2017. To assure that there will be no interruption of service and benefits to Hunt County your Service Agreement will be extended through December 31, 2017. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$8,496.00	\$8,496.00	Annual

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer. If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 254.88 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

Scope of Service

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

Terms & Conditions

The Terms & Conditions shall remain unchanged from those executed in the original agreement and shall be extended for this renewal period.

Clarifications

If Hunt County accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Scott Meyerkord
 Sales Representative
 Trane

CUSTOMER ACCEPTANCE

[Signature]
 Authorized Representative
 JOHN L. HOPE
 Printed Name
 Title COUNTY CLERK

Acceptance Date October 11, 2016

Purchase Order _____

License Number: TACLA019613C

P U R C H A S E O R D E R

HUNT COUNTY
 PURCHASING DEPARTMENT
 2507 LEE ST., RM. 104
 GREENVILLE, TX 75403
 PH: (903) 408-4292
 FAX: (903) 408-4242


PURCHASE 17-7638
 REQ # 5500101


DATE: 10/11/2016

ISSUED TO: VEND #: 01-002246
 TRANE U.S. INC
 P.O. BOX 845053
 DALLAS, TX 75284-5053

SHIP TO:
 HUNT COUNTY MAINTENANCE
 2507 LEE ST. 5FL, RM#502
 GREENVILLE, TX 75401
 JIMMY MOORE

QUANTITY	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1	SERVICE AGREEMENT	15 -611-5500-2234 OTHER REPAIR & MAINTENANCE	8,496.0000	8,496.00
0	3% DISCOUNT	15 -611-5500-2234 OTHER REPAIR & MAINTENANCE	0.0000	254.88
CONTINUATION OF SERVICE AGREEMENT 356057R9 WITH TRANE U.S., INC. FOR THE HUNT COUNTY/GREENVILLE EXCHANGE BUILDING AT 2500 STONEWALL STREET, GREENVILLE, TX 75403 (APPROVED IN COMMISSIONER'S COURT ON 10/11/2016)				

 **TRANE**
 Subject to your acceptance of Trane Terms
 and Conditions as referenced in Trane
 Proposal dated 9/29/2016

Trane U.S. Inc.

 Printed Name: Kevin Baxter
 Title: District General Manager

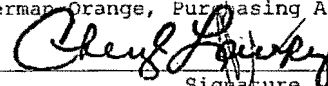
at 8:30 o'clock *Q* M
FILED FOR RECORD
OCT 13 2016
 By *Jennifer Lindenzweig*
 JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX

*** TOTAL *** 8,241.12

Requested By: JIMMY MOORE

Authorized By: Cheryl Lowry, Purchasing Agent
 Herman Orange, Purchasing Assistant

Approved By: JIMMY MOORE


 Signature

1. This Purchase is Tax Exempt: Tax ID# 75-6001017.
2. Original invoice must be sent to: Hunt County Auditor, P.O. Box 1097, Greenville, TX 75403.
3. C.O.D. Shipments will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing lists and invoices.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of this purchase order or attachments thereof. Substitutions are not permitted without approval of the Purchasing Department.
7. All goods and equipment must meet or exceed all county, state and federal regulations.
8. Seller acknowledges that buyer is an equal opportunity employer.
9. All Purchases are subject to the Standard Terms and Conditions of Hunt County - Copy available upon request.

#14,325(6)

QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: HUNT COUNTY	Contractor: CALDWELL COUNTRY
Contact Name: RICHARD HILL	CALDWELL COUNTRY
Email: RICHARDK.HILL@YAHOO.COM	Prepared By: Averyt Knapp
Phone #: 903-408-4282	Email: aknapp@caldwellcountry.com
Fax #: 903-408-4205	Phone #: 979-567-6116
Location City & State: GREENVILLE	Fax #: 979-567-0853
Date Prepared: OCTOBER 4, 2016	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872

Product Description: 2017 CHEVROLET 2500HD SILVERADO 4X4 CREW CAB SWB CK25743

A Base Price & Options: \$37,225

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-CREW CAB, LT PACKAGE, Z71 PACKAGE, 6.0L-V8, 6-SPD AUTOMATIC, 4.10 LOCKING REAR AXLE DIFFERENTIAL, LT265/70R17E ALL TERRAIN TIRES, 17" ALUMINUM WHEELS, AIR CONDITION, AMFM-STEREO MY LINK W/8" SCREEN, POWER WINDOWS, POWER LOCKS, POWER "TRAILER" HEATED TOW MIRRORS, KEYLESS ENTRY, FULL RUBBER FLOOR, POWER SEAT, FRONT HALOGEN FOG LAMPS, HILL DESCENT CONTROL, REAR STEP BUMPER, REAR VISION CAMERA	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL

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County Clerk, Hunt County, TX
By [Signature]

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C		
D Other Price Adjustments (Installation, Delivery, Etc...)		
Subtotal D		INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)		
Quantity Ordered		1
Subtotal E		\$37,225
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD		\$400
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		\$37,625
Estimated Delivery Date:		60-90 DAYS APPX

14,326

Northeast Texas Children's Museum

2501 Hwy 24
P.O. Box 994
Commerce, TX 75429

INVOICE

INVOICE NUMBER:
HUNT 092816

INVOICE DATE:
SEPTEMBER 28, 2016

CUSTOMER ID:
HUNTCO

Account:

Hunt County Commissioners' Court
2507 Lee Street
Greenville, TX 75401

FOR:
Services

FILED FOR RECORD
at 11:30 o'clock 9 M

OCT 11 2016

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By J. Lindenzweig

DESCRIPTION	AMOUNT
Quarterly services provided to Hunt County for months of July, August, September	\$3,750.00
TOTAL	\$3,750.00



Thank you for your support!

14,327

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at 11:20 o'clock a M

OCT 11 2016

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

FUNDING AGREEMENT

This Funding Agreement (“Agreement”) is entered into by and between the State of Texas, acting by and through the Texas Historical Commission (“Commission”) and Hunt County, a political subdivision of the State of Texas (“County”).

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

**ARTICLE I
PURPOSE**

1.01 The purpose of this Agreement is to provide for the administration of the grant of funds to Hunt County for the rehabilitation and restoration of the Hunt County Courthouse (“Property”).

**ARTICLE II
AUTHORITY**

2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. (“Program”), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.

2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

**ARTICLE III
PERIOD OF THE AGREEMENT**

3.01 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 completion of the rehabilitation and restoration work on the Property as provided in Article V hereof, and the Commission’s final approval of such work, and the satisfactory completion of the grant requirements as stipulated in the grant manual, or until earlier terminated as provided in Article VIII hereof except that the County’s obligations under the following provisions shall remain in effect for a period of 20 years following the final disbursement of funds under the Agreement: Sections 6.01, 6.09 and 6.11.

**ARTICLE IV
GRANT OF FUNDS**

- 4.01 The amount of the grant under the Program which is the subject of this Agreement shall be \$642,440. The grant of funds shall be paid to the County in accordance with the procedure described in Article VII hereof.
- 4.02 A statement of the source of funds is attached as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement and Verification"). The Source of Funds Statement and Verification itemizes the absolute dollar amounts and associated percentage to be contributed by state and local sources and identifies total available funds in an amount equivalent to the estimated project costs stated in Attachment "B" and incorporated herein for all purposes ("Project Cost Estimate") The Commission's funding participation shall not exceed the amount of the grant award specified herein.
- 4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification, unless the final project cost is less than that specified in the Project Cost Estimate. If the final cost is less than that specified in the Project Cost Estimate, there will be a commensurate reduction to each party's contribution, i.e. state and local contributions will be reduced by an amount that maintains same percentage contribution as the Source of Funds Statement.
- 4.04 The County shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, interest on borrowed funds or relocation expenses associated with this Project.
- 4.05 If the amount of the grant award changes at any time during the course of the Project, bilateral amendments may be required.

**ARTICLE V
SCOPE OF WORK**

- 5.01 The parties hereby agree that the Scope of Work the County shall perform under this Agreement to restore and rehabilitate the Property ("Project") is attached as Attachment "C" and incorporated herein for all purposes ("Scope of Work"). Changes shall not be made to the Project or approved documents describing it without prior approval of the Commission and substantive changes may require bilateral amendments to this contract.
- 5.02 As determined by the Commission, the Scope of Work may include only planning work or may include both planning and construction work.

**ARTICLE VI
COUNTY'S RESPONSIBILITIES**

- 6.01 The County shall ensure that all matters pertaining to the Project are conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round IX Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.
- 6.02 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to and reviewed by the Commission.
- 6.03 The County shall ensure that plans and specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.
- 6.04 The County shall submit architectural plans, specifications and other planning products for the Project to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission during all planning, bidding and construction phases. The County shall not make changes to the documents or contracts without prior approval by the Commission.
- 6.05 The County shall ensure that the Project's completion schedule ("Project Schedule"), attached as Attachment "D", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.
- 6.06 The County shall administer all contracts related to the construction of the Project and shall not commence competitive bidding and/or construction on any particular phase of the Project prior to execution of final 100% complete plans and specifications and granting of any required easements.
- 6.07 Any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the County prior to the commencement of the work related to that phase of the Project.
- 6.08 The County shall submit a draft "Project Completion Report" to the Commission for review within ninety (90) days of substantial completion of construction for the Project. The final Project Completion Report is due within six (6) months of substantial completion unless an extension is requested by the County in writing and granted by the Commission.

- 6.09 The County shall maintain and repair the Property to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way. Unless superseded by a Grant of Easement associated with this Project, this provision shall be in effect from the date of the last signature included herein and shall remain in effect for a period of twenty (20) years.
- 6.10 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.
- 6.11 This project is funded with the proceeds of tax-exempt state general obligation bonds and is subject to private use limitations under the Internal Revenue Code. The County may not sell, lease, rent or otherwise allow private use of the Property during the period of this Agreement, except as may be specifically authorized in writing by the Commission.
- 6.12 The County accepts this grant award and acknowledges that there is no guarantee of further funding in this round or any future round for this project. All grants in this program are subject to future appropriation of funds by the Texas Legislature and a competitive award by the THC. The County acknowledges that the condition of the building upon completion of the work funded through this grant may not constitute a full restoration, and the county will be responsible for any work, and the cost of such work, that may be required to enable the building to be reoccupied by the county.

ARTICLE VII REIMBURSEMENT

- 7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County, after the County has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.
- 7.02 The total estimated cost of the Project ("Project Cost Estimate") is attached as Attachment "B" and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering services, construction activities, and any other substantial items of cost. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately and not included in the local match figure. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof. Notwithstanding, the parties agree that costs may be shifted between categories with written approval from the Commission.

- 7.03 Documentation necessary for reimbursement of Project costs and expenses shall include a certified statement of work performed, materials supplied and/or services rendered with a copy of the payment check. Requests for reimbursement may be made monthly and each request shall include all required documentation for the period.
- 7.04 For each period, reimbursement of all eligible Project costs and expenses shall be made by the Commission in an amount equivalent to their percentage share of the Project Cost Estimate, rounded to the nearest percentage point as stated in the Source of Funds Statement. When the County's eligible expenses exceed 90% of the Project Cost Estimate, the Commission will reconcile the reimbursement total to an exact dollar amount.
- 7.05 The last ten percent (10%) of the Commission's award shall be held until the Project described in the Scope of Work and the approved plans and specifications is complete and determined satisfactory by the Commission. For Projects that include construction work, a Grant Project Completion Report must be submitted and approved by THC prior to disbursement of the final ten percent (10%) of the amount of the grant.
- 7.06 Project costs and expenses incurred prior to the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the parties in writing.
- 7.07 Significant increases or decreases in the County's Project costs and expenses during the course of the Project may require bilateral amendments to this Agreement and warrant a change to the percentage figure used by the Commission for reimbursements.

ARTICLE VIII TERMINATION

- 8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties. In addition, this Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in Article 8.02 hereof.
- 8.02 If an event of termination is based on the failure of a party to fulfill its obligations under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.
- 8.03 If the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.

- 8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except the repayment provision under Article 8.03 and the inspection provisions under Article XI.

ARTICLE IX AMENDMENTS

- 9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

ARTICLE X NOTICES

- 10.01 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 or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

County: The Honorable John Horn
2507 Lee Street, 2nd Floor
Greenville, TX 75401

ARTICLE XI SEVERABILITY

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

ARTICLE XII RESPONSIBILITIES OF PARTIES

- 12.01 The Commission and the County 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.

**ARTICLE XIII
OWNERSHIP OF DOCUMENTS**

13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.

**ARTICLE XIV
COMPLIANCE WITH LAWS**

14.01 The parties hereof shall comply with all applicable 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 matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

**ARTICLE XV
LIMITATION OF LIABILITY**

15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the County.

**ARTICLE XVI
ATTACHMENTS**

16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

Attachment "A"	Source of Funds Statement and Verification
Attachment "B"	Project Cost Estimate
Attachment "C"	Scope of Work
Attachment "D"	Project Schedule
Attachment "E"	Resolution of Support

**ARTICLE XVII
DISPUTE RESOLUTION**

17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.

- 17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.
- 17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.
- 17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.
- 17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

**ARTICLE XVIII
SOLE AND ENTIRE AGREEMENT**

- 18.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds under the Program.

**ARTICLE XIX
INSPECTION OF BOOKS, RECORDS, AND WORK**

- 19.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, 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 the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

**ARTICLE XX
SIGNATORY WARRANTY**

20.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented. A statement of the County's resolve to accept this award and enter into this Agreement is attached as Attachment "E" (Resolution) unless authority is conferred to another party on behalf of the County as an alternate attachment.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates herein below.

TEXAS HISTORICAL COMMISSION

HUNT COUNTY

By: _____

By: 

Title: _____

Title: Hunt County Judge

Date: _____

Date: 10-11-2016

#14,327

Attachment A
Source of Funds Statement and Verification
Hunt County

Source of Funds Statement and Verification

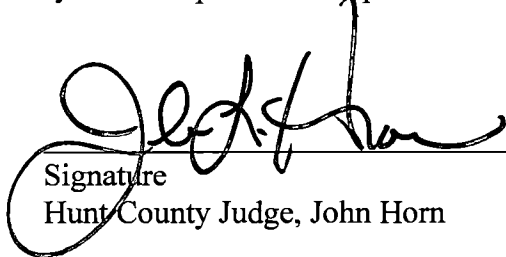
A grant award of \$642,440 was made by the Texas Historical Commission on July 22, 2016 for Round IX of the Texas Historical Courthouse Preservation Program, 2016-17 biennium for the Preservation of the Hunt County Courthouse as described in the Scope of Work, Attachment "C" (Project).

Therefore, the source of funds for this Project shall be:

(state share) =	\$642,440*
(minimum local share to receive full grant) =	\$351,584
(estimated additional local share to achieve agreed scope) =	\$71,381
Estimated total project cost =	\$1,065,405

*The state share of the project represents approximately 60% of the total project cost as stated in the Project Cost Estimate, Attachment "B". This percentage will be used for reimbursement.

As a legal representative of this County, I do verify that the County's required matching funds are available, either in ready cash, loans or other grant awards. I further understand that the total project cost has been estimated at the figure above and stated in Attachment "B" and that any costs which exceed this amount will be contributed by the County as necessary to accomplish the Scope of Work stated in Attachment "C."



Signature
Hunt County Judge, John Horn

10-11-2016

Date

FILED FOR RECORD
at 11:20 o'clock 2 M

OCT 11 2016

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By 

Project Cost Estimate

Design and Planning Services for the Hunt County Courthouse Restoration Project
(Schematic Design, Design Development and 95% complete Construction Documents):

A/E DISTRIBUTION

Architectural services	\$ 489,000.00
Civil Engineer	\$ 21,750.00
Structural Engineer	\$ 70,000.00
MEP Engineers	\$ 168,000.00
Lighting	\$ 20,000.00
Historic Paint Analysis	\$ 20,350.00
Audio Visual	\$ 20,000.00
Acoustics	\$ 19,750.00
Specifications / Building Envelope Consultant	\$ 15,000.00
Window Consultant	\$ 15,000.00
80 ft. telescopic boom lift rental (weekly)	\$ 10,000.00 (allowance)
Cost Estimator	<u>\$ 8,000.00</u>
 Total A/E design services for ARCHITEXAS: (Reimbursable expenses are included)	 \$ 876,850.00

Owner provided consultant services or expenses not provided as part of the Architect's basic services, but typically funded by the THC and reimbursed under the THCPP:

\$75,000.00 maximum

Environmental (hazardous materials survey)	\$ 4,600.00
Site survey (topographic and utility)	\$ 3,000.00
Security consultant	\$ 20,000.00 (allowance)
Geotechnical (performed previously)	\$ 0.00
Environmental (air testing)	\$ 12,000.00 (allowance)
Material testing laboratory services	\$ 3,500.00 (allowance)
Test pits or selective demolition	<u>\$ 3,500.00 (allowance)</u>
 Total Owner provided consultant services:	 \$ 46,600.00 (estimated)

Owner provided consultant services or expenses typically NOT funded by the THC and reimbursable under the THCPP:

- Furniture selection and design (new furnishings)
- Telephone, IT and computer systems \$ 15,000.00 (allowance)
- Movers
- Off-site storage costs
- Cost estimates/professional services for the relocation of offices off courthouse grounds
- Purchase of off-site property for equipment such as a chiller or transformer

Attachment C
Scope of Work
Hunt County Courthouse

The fifth floor provides much needed space for the maintenance department and includes a restored portion of the jail. While loss of the jail is unfortunate, the space it provides is needed badly by the county. When remodeled, the historic jail should be interpreted as much as possible, including the reuse of bars and steel partitions if practical. Bars on windows should be retained, but made operable in case of fire.

Use of the jail for a new purpose will require extending the second historic fire stair to serve all floors of the courthouse to provide two means of egress. Elimination of the current storage capacity in the jail will be compensated for in several ways. First it is recommended that a complete inventory of storage spaces be conducted and all nonessential or non-historic items eliminated. Second, larger capacity of assigned areas in the courthouse will allow various departments to retain records in their own areas. Finally, departments relocated to a new facility can be provided with new capacity.

Exterior: The master plan for the exterior of the courthouse calls for the restoration of the 1929 design. The building remains relatively unchanged and will not require interpretive reconstruction of any elements.

Repair and restoration of the two grand staircases and associated structural repairs have been completed. Restoration of the exterior terra cotta, metal window repair, weatherization, and the installation of a new roof as well as systems rehabilitation that would impact the building's exterior would occur during the next round of restoration work.

Site: The courthouse site masterplan includes ADA improvements, sidewalk and curb replacements and a new signage program. Monuments are to be restored and other elements, such as the gazebo, removed to eliminate clutter. A goal of the plan is to provide a more pleasing atmosphere to attract visitors to the square.

Trees are to be pruned and landscaping simplified. Compatible benches and waste receptacles also enhance the site. Street lighting consists of light standards as depicted in historic photographs.

The original configuration of the square is to be restored as much as possible while ensuring that parking, traffic and pedestrian patterns are safe and sufficient.

Scope of Services

The A/E team will provide comprehensive services associated with the Schematic Design, Design Development and Construction Documents phases of basic services. The Architect will submit the documents for review to the THC at the specified intervals and present the plans for comment to the County. The documents shall be revised to the mutual acceptance of the THC and the County to a point of 95% completion.

Deliverables by Phase

- 1) Schematic Design phase documents
 - o Measured floor plans, elevations and roof plan keynoted for demolition and new work
 - o Site plan noting existing features and identifying new work
 - o Analysis of relevant programmatic information from master plan

Scope of Work
For the Hunt County Courthouse Restoration & Rehabilitation Project

Project Description:

Interior: The master plan for the interior of the courthouse has been designed to improve county administrative and court functions while meeting building codes and accessibility requirements. The design has also been prepared to preserve, restore or rehabilitate character defining spaces, thus regaining a better interpretation of the building's design and history. The plan is based on a functional program developed through a programming study of departments currently housed in the courthouse.

In terms of major impact to the original design and floor plan, analysis of the existing building revealed that overcrowding and security issues related to the district courts and county courts at law are the most significant challenges affecting the building. Addressing these issues is vital in order to make the building function properly, meet building codes and accessibility requirements and to provide adequate safety to the building's occupants. With the recent acquisition of the historic bank tower across the street from courthouse, the County intends to relocate non-judicial functions currently operating in the courthouse to the building across the street.

The master plan proposes that the original floor plan be restored as much as possible or practical. This is considered particularly important in major spaces such as the corridors and courtrooms. On each floor, all extant historic moldings, trim, doors, and other finishes will be restored. The elements are in good condition but in offices some of these elements will require replacement or reproduction. Where modifications to the historic floor plan must be maintained or new ones made, compatible finishes will be utilized to better blend them into the historic design. With a few exceptions, spaces have been arranged to serve their original functions. For example, it is proposed that justice of the peace courts be assigned to the two original courtrooms, and the county courtroom be restored for use by the county judge and commissioner's court. Where such space assignments are impractical, it is proposed that spaces be sensitively converted to new uses while interpreting the original design. For example, the jury dormitories and jail are obsolete and are to be assigned to new uses.

Historic restrooms on each floor will be rehabilitated to make them fully compliant with accessibility guidelines wherever possible while being careful to preserve or restore the aesthetics of the original design. Where necessary, modern tile finishes and suspended ceilings will be removed and the underlying historic finishes restored. Private restrooms scattered throughout the building are original and will be retained. Reconfiguration of these rooms will be made to the least extent necessary to bring the rooms into compliance with accessibility codes or variances will be obtained. New, compatible restrooms will be created as necessary for code compliance.

Ground Level: The basement will be rehabilitated to provide for county administrative offices, IT infrastructure and support, and the primary mechanical room. Restoration of the public corridors and the preservation of the original grand staircase are a critical aspect of the master plan. The corridor currently enclosed to create office space at the auditor's office will be reopened. The exterior doors at all entries will be reconstructed.

The ground level plan is to be largely restored to its original configuration, although many of the spaces are to be reassigned to serve existing county needs. An excellent example of both methodologies can be seen at the historic restrooms. The building historically had segregated restrooms, a condition that is no longer acceptable or necessary. Primary men's and women's rooms are to be restored. Secondary

Attachment C
Scope of Work
Hunt County Courthouse

restrooms are to be reassigned or reconfigured for current needs but the historic finishes interpreted. For example, the segregated women's room is to become a central break room.

First Floor: First floor rehabilitation will include the removal of incompatible partitions, repair of plaster walls and ceilings, and the restoration or reinterpretation of the original floors. New partition walls will be installed with compatible finishes, and care will be taken to ensure that new walls do not intersect windows or require the removal or relocation of historic doorways.

As with the ground floor, office spaces on the first floor will have their original finishes restored and the historic plan restored as much as possible. The vault spaces for the county clerk's office will be restored to the fullest extent possible including the reconstruction of historic service counters. The original metal furniture that remains in the building will be restored to its original appearance. Vault doors previously restored but poorly executed will be properly restored. The plan calls for the complete restoration of the first floor corridors, stairs, and entries. All significant character-defining features are to be retained or reconstructed.

The secured entry that is currently located at the north basement entrance will be relocated to the first floor to allow for separation of inmates from the public. The current location has restricted sight lines for security personnel and is very unsafe. Current configuration dangerously mixes the two populations on days when court is in session.

Second Floor: The Second floor historically served the district court, district clerk, appellate court, district attorney, county judge and commissioner's court. While these accommodations must have seemed quite luxurious and functional when completed, today they are wholly inadequate. The entire floor now serves as the county's two district courts. The county judge and commissioners suite, including the county courtroom, has been reconfigured to provide a new district courtroom. Across the hall, the historic floor plan has been completely modified to serve the court.

The district courtroom is to be restored to its original grandeur including reopening the original balcony. Damaged decorative plaster elements and light fixtures will be reconstructed and all original woodwork and furnishings will be refinished to restore their original appearance. Functional spaces behind the judge's bench are also to be largely restored.

As on other floors, corridors and stairs on this floor are to be fully restored. The corridors have been modified and door locations moved in the past. Historic door and window configurations are to be restored or reinterpreted.

Third Floor: The third floor of the courthouse is among the most overcrowded, providing offices of both the county and district attorneys, and offices related to County Court of Law #1. In order to serve so many occupants, the east and west corridors have been completely enclosed, as has the district courtroom balcony, although the historic finishes in these spaces remain.

The third floor design includes the full restoration of the smaller historic district courtroom and the adjoining suite of offices. This suite is among the most intact in the building, retaining its original plan and most finishes.

All of the historic corridors and stairs on this level and all associated finishes are to be restored.

Fourth & Fifth Floor: The top two floors of the building historically served as the jail. The jail remains largely intact and is now used largely for storage. The County intends to have the jail removed from the fourth floor in order to accommodate County Court of Law #1 and #2.

- Narrative description of MEP systems/equipment
 - Narrative description of security, AV, and acoustic systems/equipment
 - Status report on specialty consultants' work (paint analysis, surveyor, environmental, geotechnical, etc.).
 - Construction cost estimate with 17% contingency
- 2) Design Development phase documents will include the following deliverables:
- Plans, elevations and section drawings noted for specific work required
 - Site plan including survey and noting all site work, grading, new equipment, hardscape and landscape features
 - Completed paint analysis with draft recommendations
 - Completed window and door condition survey with draft recommendations
 - Completed masonry condition analysis with draft recommendations
 - Schematic MEP proposals coordinated with other disciplines
 - Owner provided geo-technical reports and foundation structural package
 - Owner provided environmental reports
 - Reflected ceiling plans
 - Enlarged plan details
 - Accessible designs for building entrance and public courtroom and restroom spaces
 - Outline specifications identifying all relevant subdivisions
 - Updated cost estimate with 10% contingency
- 3) Construction Documents (60% complete) will include the following:
- Plans, elevation and building sections with notes, references and symbols
 - Site plan indicating site work with details of new construction
 - Proposed finishes and color schedule
 - Survey and schedule for window and door rehabilitation (including hardware)
 - Survey and recommendations for masonry survey
 - Proposed interior elevations and casework
 - Proposed construction details
 - Proposed light fixture selections
 - Security, AV, acoustic drawings / product data
 - Draft project specifications, field testing of materials and products
 - Updated cost estimate with 7.5% contingency
- 4) Construction Documents (95% complete) will include the following:
- Floor plans, elevation and building sections with notes, references and symbols
 - Site plan indicating site work with details of new construction
 - Survey and schedule for window and door rehabilitation
 - Survey and recommendations for masonry
 - Finishes and hardware schedules
 - Interior elevations and casework
 - Enlarged floor plans and construction details
 - Complete project specifications
 - Updated cost estimate with 7.5% contingency

Selective demolition may be encouraged to verify hidden conditions and reduce the need for change orders during construction. As the design progresses, the THC will meet on a regular basis with the grantee's representative(s) and project architect. The grantee should ensure that the project architect implements the THC-recommended revisions to the plans and completes the plans in a timely manner.

Attachment C
Scope of Work
Hunt County Courthouse

Items outside the architect's scope to be contracted by Hunt County if necessary:

- Environmental survey
- Geotechnical testing
- Topographic and utility survey
- Material testing laboratory services
- Test pits or selective demolition to uncover concealed conditions
- Security consulting
- Telephone and computer systems consulting

Project Schedule
For the Hunt County Courthouse Restoration & Rehabilitation Project

The following schedule shall be met by Hunt County unless an extension is granted in writing by the Commission. Failure to meet any of the dates provided may result in forfeiture of all or a portion of the grant award.

Overall Progress Schedule:

Document Preparation: October 2016 – October 2017
Project Closeout and Completion: November 2017

Date	Action	Notes
July 22, 2016	Commission grants award	
October 14, 2016	Funding Agreement is executed	
October 17, 2016	Program Confirmation & Base Drawings	6 week duration
November 28, 2016	Prepare Schematic Design documents.	7 week duration
January 13, 2017	Submit SD package to Hunt County and THC for review	
	Prepare Design Development documents	12 week duration
April 7, 2017	Submit DD package to Hunt County and THC for review	
	Prepare 60% Construction Documents	12 week duration
June 30, 2017	Submit 60% complete CD package to Hunt County and THC for review	
	Prepare 95% Construction Documents	10 week duration
September 8, 2017	Submit 95% complete CD package to Hunt County and THC for review	
	Final County and THC review	4 week duration
October 6, 2017	Revise documents upon receipt of final Hunt County and THC comments	4 week duration
November 3, 2017	Submit final 95% documents to THC Submit Project Closeout Report Final request for reimbursement	

STATE OF TEXAS
COUNTY OF HUNT

Resolution # 14,327

FILED FOR RECORD
at 11:20 o'clock a M

OCT 11 2016

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

A RESOLUTION SUPPORTING THE EFFORTS OF HUNT COUNTY
TO EXECUTE RESTORATION OF THE HUNT COUNTY COURTHOUSE

WHEREAS, the historic county courthouse, having served the county since it was dedicated on April 11, 1929, the date of the 83rd anniversary of Hunt County, is in need of repairs and upgrades; and

WHEREAS, the county submitted an application in Round IX to the Texas Historic Courthouse Preservation Program (THCPP) seeking funding assistance for the rehabilitation/restoration work described in the Master Plan authored by ARCHITEXAS, dated February 13, 2014; and

WHEREAS, the proposed project has been selected to receive a THCPP grant award in the amount of \$642,440 on July 22, 2016, by the Texas Historical Commission, the state agency administering the THCPP, contingent upon compliance with the terms of the Funding Agreement, to which this document is attached.

NOW, THEREFORE, BE IT RESOLVED THAT the Commissioners Court of Hunt County, Texas, affirms by this vote its willingness to accept this funding award, to contribute the funding necessary to complete the project, to enter into the aforementioned Funding Agreement and to hereby declare its complete support for this important project to preserve the Hunt County Courthouse for future generations.

Resolved this 11th day of October, 2016.

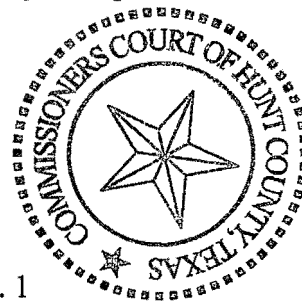
John L. Horn
_____, County Judge
John L. Horn

Eric Evans
_____, Commissioner, Pct. 1
Eric Evans

Tod McMahan
_____, Commissioner, Pct. 2
Tod McMahan

Phillip Martin
_____, Commissioner, Pct. 3
Phillip Martin

Jim Latham
_____, Commissioner, Pct. 4
Jim Latham



STATE OF TEXAS
COUNTY OF HUNT

RECEIVED

OCT 13 2016

DIVISION #DA, 327
ARCHITECTURE

FILED FOR RECORD
at 11:20 o'clock 2 M

OCT 11 2016

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By J. Lindenzweig

FUNDING AGREEMENT

This Funding Agreement ("Agreement") is entered into by and between the State of Texas, acting by and through the Texas Historical Commission ("Commission") and Hunt County, a political subdivision of the State of Texas ("County").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

ARTICLE I PURPOSE

- 1.01 The purpose of this Agreement is to provide for the administration of the grant of funds to Hunt County for the rehabilitation and restoration of the Hunt County Courthouse ("Property").

ARTICLE II AUTHORITY

- 2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. ("Program"), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.
- 2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

ARTICLE III PERIOD OF THE AGREEMENT

- 3.01 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 completion of the rehabilitation and restoration work on the Property as provided in Article V hereof, and the Commission's final approval of such work, and the satisfactory completion of the grant requirements as stipulated in the grant manual, or until earlier terminated as provided in Article VIII hereof except that the County's obligations under the following provisions shall remain in effect for a period of 20 years following the final disbursement of funds under the Agreement: Sections 6.01, 6.09 and 6.11.

**ARTICLE IV
GRANT OF FUNDS**

- 4.01 The amount of the grant under the Program which is the subject of this Agreement shall be \$642,440. The grant of funds shall be paid to the County in accordance with the procedure described in Article VII hereof.
- 4.02 A statement of the source of funds is attached as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement and Verification"). The Source of Funds Statement and Verification itemizes the absolute dollar amounts and associated percentage to be contributed by state and local sources and identifies total available funds in an amount equivalent to the estimated project costs stated in Attachment "B" and incorporated herein for all purposes ("Project Cost Estimate") The Commission's funding participation shall not exceed the amount of the grant award specified herein.
- 4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification, unless the final project cost is less than that specified in the Project Cost Estimate. If the final cost is less than that specified in the Project Cost Estimate, there will be a commensurate reduction to each party's contribution, i.e. state and local contributions will be reduced by an amount that maintains same percentage contribution as the Source of Funds Statement.
- 4.04 The County shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, interest on borrowed funds or relocation expenses associated with this Project.
- 4.05 If the amount of the grant award changes at any time during the course of the Project, bilateral amendments may be required.

**ARTICLE V
SCOPE OF WORK**

- 5.01 The parties hereby agree that the Scope of Work the County shall perform under this Agreement to restore and rehabilitate the Property ("Project") is attached as Attachment "C" and incorporated herein for all purposes ("Scope of Work"). Changes shall not be made to the Project or approved documents describing it without prior approval of the Commission and substantive changes may require bilateral amendments to this contract.
- 5.02 As determined by the Commission, the Scope of Work may include only planning work or may include both planning and construction work.

**ARTICLE VI
COUNTY'S RESPONSIBILITIES**

- 6.01 The County shall ensure that all matters pertaining to the Project are conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round IX Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.
- 6.02 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to and reviewed by the Commission.
- 6.03 The County shall ensure that plans and specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.
- 6.04 The County shall submit architectural plans, specifications and other planning products for the Project to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission during all planning, bidding and construction phases. The County shall not make changes to the documents or contracts without prior approval by the Commission.
- 6.05 The County shall ensure that the Project's completion schedule ("Project Schedule"), attached as Attachment "D", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.
- 6.06 The County shall administer all contracts related to the construction of the Project and shall not commence competitive bidding and/or construction on any particular phase of the Project prior to execution of final 100% complete plans and specifications and granting of any required easements.
- 6.07 Any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the County prior to the commencement of the work related to that phase of the Project.
- 6.08 The County shall submit a draft "Project Completion Report" to the Commission for review within ninety (90) days of substantial completion of construction for the Project. The final Project Completion Report is due within six (6) months of substantial completion unless an extension is requested by the County in writing and granted by the Commission.

- 6.09 The County shall maintain and repair the Property to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way. Unless superceded by a Grant of Easement associated with this Project, this provision shall be in effect from the date of the last signature included herein and shall remain in effect for a period of twenty (20) years.
- 6.10 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.
- 6.11 This project is funded with the proceeds of tax-exempt state general obligation bonds and is subject to private use limitations under the Internal Revenue Code. The County may not sell, lease, rent or otherwise allow private use of the Property during the period of this Agreement, except as may be specifically authorized in writing by the Commission.
- 6.12 The County accepts this grant award and acknowledges that there is no guarantee of further funding in this round or any future round for this project. All grants in this program are subject to future appropriation of funds by the Texas Legislature and a competitive award by the THC. The County acknowledges that the condition of the building upon completion of the work funded through this grant may not constitute a full restoration, and the county will be responsible for any work, and the cost of such work, that may be required to enable the building to be reoccupied by the county.

ARTICLE VII REIMBURSEMENT

- 7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County, after the County has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.
- 7.02 The total estimated cost of the Project ("Project Cost Estimate") is attached as Attachment "B" and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering services, construction activities, and any other substantial items of cost. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately and not included in the local match figure. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof. Notwithstanding, the parties agree that costs may be shifted between categories with written approval from the Commission.

- 7.03 Documentation necessary for reimbursement of Project costs and expenses shall include a certified statement of work performed, materials supplied and/or services rendered with a copy of the payment check. Requests for reimbursement may be made monthly and each request shall include all required documentation for the period.
- 7.04 For each period, reimbursement of all eligible Project costs and expenses shall be made by the Commission in an amount equivalent to their percentage share of the Project Cost Estimate, rounded to the nearest percentage point as stated in the Source of Funds Statement. When the County's eligible expenses exceed 90% of the Project Cost Estimate, the Commission will reconcile the reimbursement total to an exact dollar amount.
- 7.05 The last ten percent (10%) of the Commission's award shall be held until the Project described in the Scope of Work and the approved plans and specifications is complete and determined satisfactory by the Commission. For Projects that include construction work, a Grant Project Completion Report must be submitted and approved by THC prior to disbursement of the final ten percent (10%) of the amount of the grant.
- 7.06 Project costs and expenses incurred prior to the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the parties in writing.
- 7.07 Significant increases or decreases in the County's Project costs and expenses during the course of the Project may require bilateral amendments to this Agreement and warrant a change to the percentage figure used by the Commission for reimbursements.

ARTICLE VIII TERMINATION

- 8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties. In addition, this Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in Article 8.02 hereof.
- 8.02 If an event of termination is based on the failure of a party to fulfill its obligations under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.
- 8.03 If the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.

8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except the repayment provision under Article 8.03 and the inspection provisions under Article XI.

ARTICLE IX AMENDMENTS

9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

ARTICLE X NOTICES

10.01 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 or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

County: The Honorable John Horn
2507 Lee Street, 2nd Floor
Greenville, TX 75401

ARTICLE XI SEVERABILITY

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

ARTICLE XII RESPONSIBILITIES OF PARTIES

12.01 The Commission and the County 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.

**ARTICLE XIII
OWNERSHIP OF DOCUMENTS**

13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.

**ARTICLE XIV
COMPLIANCE WITH LAWS**

14.01 The parties hereof shall comply with all applicable 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 matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

**ARTICLE XV
LIMITATION OF LIABILITY**

15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the County.

**ARTICLE XVI
ATTACHMENTS**

16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

Attachment "A"	Source of Funds Statement and Verification
Attachment "B"	Project Cost Estimate
Attachment "C"	Scope of Work
Attachment "D"	Project Schedule
Attachment "E"	Resolution of Support

**ARTICLE XVII
DISPUTE RESOLUTION**

17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.

- 17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.
- 17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.
- 17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.
- 17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

**ARTICLE XVIII
SOLE AND ENTIRE AGREEMENT**

- 18.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds under the Program.

**ARTICLE XIX
INSPECTION OF BOOKS, RECORDS, AND WORK**

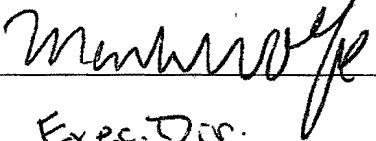
- 19.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

**ARTICLE XX
SIGNATORY WARRANTY**

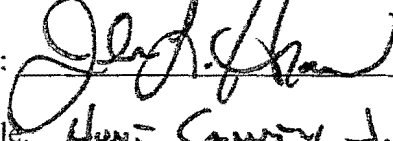
20.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented. A statement of the County's resolve to accept this award and enter into this Agreement is attached as Attachment "E" (Resolution) unless authority is conferred to another party on behalf of the County as an alternate attachment.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates herein below.

TEXAS HISTORICAL COMMISSION

By: 
Title: Exec. Dir.
Date: 1/5/17

HUNT COUNTY

By: 
Title: Hunt County Judge
Date: 10-11-2016

FILED FOR RECORD
at 3:30 o'clock P M

JAN 25 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County TX
By: 

#14,327

Attachment A
Source of Funds Statement and Verification
Hunt County

Source of Funds Statement and Verification

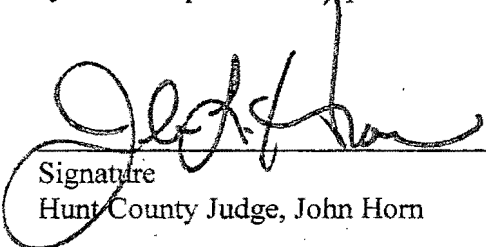
A grant award of \$642,440 was made by the Texas Historical Commission on July 22, 2016 for Round IX of the Texas Historical Courthouse Preservation Program, 2016-17 biennium for the Preservation of the Hunt County Courthouse as described in the Scope of Work, Attachment "C" (Project).

Therefore, the source of funds for this Project shall be:

(state share) =	\$642,440*
(minimum local share to receive full grant) =	\$351,584
(estimated additional local share to achieve agreed scope) =	\$71,381
Estimated total project cost =	\$1,065,405

*The state share of the project represents approximately 60% of the total project cost as stated in the Project Cost Estimate, Attachment "B". This percentage will be used for reimbursement.

As a legal representative of this County, I do verify that the County's required matching funds are available, either in ready cash, loans or other grant awards. I further understand that the total project cost has been estimated at the figure above and stated in Attachment "B" and that any costs which exceed this amount will be contributed by the County as necessary to accomplish the Scope of Work stated in Attachment "C."

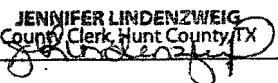


 Signature
 Hunt County Judge, John Horn

10-11-2016
Date

FILED FOR RECORD
at 11:20 o'clock 2 M

OCT 11 2016

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By 

Project Cost Estimate

Design and Planning Services for the Hunt County Courthouse Restoration Project
(Schematic Design, Design Development and 95% complete Construction Documents):

A/E DISTRIBUTION

Architectural services	\$ 489,000.00
Civil Engineer	\$ 21,750.00
Structural Engineer	\$ 70,000.00
MEP Engineers	\$ 168,000.00
Lighting	\$ 20,000.00
Historic Paint Analysis	\$ 20,350.00
Audio Visual	\$ 20,000.00
Acoustics	\$ 19,750.00
Specifications / Building Envelope Consultant	\$ 15,000.00
Window Consultant	\$ 15,000.00
80 ft. telescopic boom lift rental (weekly)	\$ 10,000.00 (allowance)
Cost Estimator	\$ 8,000.00

Total A/E design services for ARCHITEXAS: \$ 876,850.00
(Reimbursable expenses are included)

Owner provided consultant services or expenses not provided as part of the Architect's basic services, but typically funded by the THC and reimbursed under the THCPP:
\$75,000.00 maximum

Environmental (hazardous materials survey)	\$ 4,600.00
Site survey (topographic and utility)	\$ 3,000.00
Security consultant	\$ 20,000.00 (allowance)
Geotechnical (performed previously)	\$ 0.00
Environmental (air testing)	\$ 12,000.00 (allowance)
Material testing laboratory services	\$ 3,500.00 (allowance)
Test pits or selective demolition	\$ 3,500.00 (allowance)

Total Owner provided consultant services: \$ 46,600.00 (estimated)

Owner provided consultant services or expenses typically NOT funded by the THC and reimbursable under the THCPP:

- o Furniture selection and design (new furnishings)
- o Telephone, IT and computer systems \$ 15,000.00 (allowance)
- o Movers
- o Off-site storage costs
- o Cost estimates/professional services for the relocation of offices off courthouse grounds
- o Purchase of off-site property for equipment such as a chiller or transformer

Attachment C
Scope of Work
Hunt County Courthouse

The fifth floor provides much needed space for the maintenance department and includes a restored portion of the jail. While loss of the jail is unfortunate, the space it provides is needed badly by the county. When remodeled, the historic jail should be interpreted as much as possible, including the reuse of bars and steel partitions if practical. Bars on windows should be retained, but made operable in case of fire.

Use of the jail for a new purpose will require extending the second historic fire stair to serve all floors of the courthouse to provide two means of egress. Elimination of the current storage capacity in the jail will be compensated for in several ways. First it is recommended that a complete inventory of storage spaces be conducted and all nonessential or non-historic items eliminated. Second, larger capacity of assigned areas in the courthouse will allow various departments to retain records in their own areas. Finally, departments relocated to a new facility can be provided with new capacity.

Exterior: The master plan for the exterior of the courthouse calls for the restoration of the 1929 design. The building remains relatively unchanged and will not require interpretive reconstruction of any elements.

Repair and restoration of the two grand staircases and associated structural repairs have been completed. Restoration of the exterior terra cotta, metal window repair, weatherization, and the installation of a new roof as well as systems rehabilitation that would impact the building's exterior would occur during the next round of restoration work.

Site: The courthouse site masterplan includes ADA improvements, sidewalk and curb replacements and a new signage program. Monuments are to be restored and other elements, such as the gazebo, removed to eliminate clutter. A goal of the plan is to provide a more pleasing atmosphere to attract visitors to the square.

Trees are to be pruned and landscaping simplified. Compatible benches and waste receptacles also enhance the site. Street lighting consists of light standards as depicted in historic photographs.

The original configuration of the square is to be restored as much as possible while ensuring that parking, traffic and pedestrian patterns are safe and sufficient.

Scope of Services

The A/E team will provide comprehensive services associated with the Schematic Design, Design Development and Construction Documents phases of basic services. The Architect will submit the documents for review to the THC at the specified intervals and present the plans for comment to the County. The documents shall be revised to the mutual acceptance of the THC and the County to a point of 95% completion.

Deliverables by Phase

- 1) Schematic Design phase documents
 - o Measured floor plans, elevations and roof plan keynoted for demolition and new work
 - o Site plan noting existing features and identifying new work
 - o Analysis of relevant programmatic information from master plan

Scope of Work
For the Hunt County Courthouse Restoration & Rehabilitation Project

Project Description:

Interior: The master plan for the interior of the courthouse has been designed to improve county administrative and court functions while meeting building codes and accessibility requirements. The design has also been prepared to preserve, restore or rehabilitate character defining spaces, thus regaining a better interpretation of the building's design and history. The plan is based on a functional program developed through a programming study of departments currently housed in the courthouse.

In terms of major impact to the original design and floor plan, analysis of the existing building revealed that overcrowding and security issues related to the district courts and county courts at law are the most significant challenges affecting the building. Addressing these issues is vital in order to make the building function properly, meet building codes and accessibility requirements and to provide adequate safety to the building's occupants. With the recent acquisition of the historic bank tower across the street from courthouse, the County intends to relocate non-judicial functions currently operating in the courthouse to the building across the street.

The master plan proposes that the original floor plan be restored as much as possible or practical. This is considered particularly important in major spaces such as the corridors and courtrooms. On each floor, all extant historic moldings, trim, doors, and other finishes will be restored. The elements are in good condition but in offices some of these elements will require replacement or reproduction. Where modifications to the historic floor plan must be maintained or new ones made, compatible finishes will be utilized to better blend them into the historic design. With a few exceptions, spaces have been arranged to serve their original functions. For example, it is proposed that justice of the peace courts be assigned to the two original courtrooms, and the county courtroom be restored for use by the county judge and commissioner's court. Where such space assignments are impractical, it is proposed that spaces be sensitively converted to new uses while interpreting the original design. For example, the jury dormitories and jail are obsolete and are to be assigned to new uses.

Historic restrooms on each floor will be rehabilitated to make them fully compliant with accessibility guidelines wherever possible while being careful to preserve or restore the aesthetics of the original design. Where necessary, modern tile finishes and suspended ceilings will be removed and the underlying historic finishes restored. Private restrooms scattered throughout the building are original and will be retained. Reconfiguration of these rooms will be made to the least extent necessary to bring the rooms into compliance with accessibility codes or variances will be obtained. New, compatible restrooms will be created as necessary for code compliance.

Ground Level: The basement will be rehabilitated to provide for county administrative offices, IT infrastructure and support, and the primary mechanical room. Restoration of the public corridors and the preservation of the original grand staircase are a critical aspect of the master plan. The corridor currently enclosed to create office space at the auditor's office will be reopened. The exterior doors at all entries will be reconstructed.

The ground level plan is to be largely restored to its original configuration, although many of the spaces are to be reassigned to serve existing county needs. An excellent example of both methodologies can be seen at the historic restrooms. The building historically had segregated restrooms, a condition that is no longer acceptable or necessary. Primary men's and women's rooms are to be restored. Secondary

Attachment C
Scope of Work
Hunt County Courthouse

restrooms are to be reassigned or reconfigured for current needs but the historic finishes interpreted. For example, the segregated women's room is to become a central break room.

First Floor: First floor rehabilitation will include the removal of incompatible partitions, repair of plaster walls and ceilings, and the restoration or reinterpretation of the original floors. New partition walls will be installed with compatible finishes, and care will be taken to ensure that new walls do not intersect windows or require the removal or relocation of historic doorways.

As with the ground floor, office spaces on the first floor will have their original finishes restored and the historic plan restored as much as possible. The vault spaces for the county clerk's office will be restored to the fullest extent possible including the reconstruction of historic service counters. The original metal furniture that remains in the building will be restored to its original appearance. Vault doors previously restored but poorly executed will be properly restored. The plan calls for the complete restoration of the first floor corridors, stairs, and entries. All significant character-defining features are to be retained or reconstructed.

The secured entry that is currently located at the north basement entrance will be relocated to the first floor to allow for separation of inmates from the public. The current location has restricted sight lines for security personnel and is very unsafe. Current configuration dangerously mixes the two populations on days when court is in session.

Second Floor: The Second floor historically served the district court, district clerk, appellate court, district attorney, county judge and commissioner's court. While these accommodations must have seemed quite luxurious and functional when completed, today they are wholly inadequate. The entire floor now serves as the county's two district courts. The county judge and commissioners suite, including the county courtroom, has been reconfigured to provide a new district courtroom. Across the hall, the historic floor plan has been completely modified to serve the court.

The district courtroom is to be restored to its original grandeur including reopening the original balcony. Damaged decorative plaster elements and light fixtures will be reconstructed and all original woodwork and furnishings will be refinished to restore their original appearance. Functional spaces behind the judge's bench are also to be largely restored.

As on other floors, corridors and stairs on this floor are to be fully restored. The corridors have been modified and door locations moved in the past. Historic door and window configurations are to be restored or reinterpreted.

Third Floor: The third floor of the courthouse is among the most overcrowded, providing offices of both the county and district attorneys, and offices related to County Court of Law #1. In order to serve so many occupants, the east and west corridors have been completely enclosed, as has the district courtroom balcony, although the historic finishes in these spaces remain.

The third floor design includes the full restoration of the smaller historic district courtroom and the adjoining suite of offices. This suite is among the most intact in the building, retaining its original plan and most finishes.

All of the historic corridors and stairs on this level and all associated finishes are to be restored.

Fourth & Fifth Floor: The top two floors of the building historically served as the jail. The jail remains largely intact and is now used largely for storage. The County intends to have the jail removed from the fourth floor in order to accommodate County Court of Law #1 and #2.

- Narrative description of MEP systems/equipment
 - Narrative description of security, AV, and acoustic systems/equipment
 - Status report on specialty consultants' work (paint analysis, surveyor, environmental, geotechnical, etc.).
 - Construction cost estimate with 17% contingency
- 2) Design Development phase documents will include the following deliverables:
- Plans, elevations and section drawings noted for specific work required
 - Site plan including survey and noting all site work, grading, new equipment, hardscape and landscape features
 - Completed paint analysis with draft recommendations
 - Completed window and door condition survey with draft recommendations
 - Completed masonry condition analysis with draft recommendations
 - Schematic MEP proposals coordinated with other disciplines
 - Owner provided geo-technical reports and foundation structural package
 - Owner provided environmental reports
 - Reflected ceiling plans
 - Enlarged plan details
 - Accessible designs for building entrance and public courtroom and restroom spaces
 - Outline specifications identifying all relevant subdivisions
 - Updated cost estimate with 10% contingency
- 3) Construction Documents (60% complete) will include the following:
- Plans, elevation and building sections with notes, references and symbols
 - Site plan indicating site work with details of new construction
 - Proposed finishes and color schedule
 - Survey and schedule for window and door rehabilitation (including hardware)
 - Survey and recommendations for masonry survey
 - Proposed interior elevations and casework
 - Proposed construction details
 - Proposed light fixture selections
 - Security, AV, acoustic drawings / product data
 - Draft project specifications, field testing of materials and products
 - Updated cost estimate with 7.5% contingency
- 4) Construction Documents (95% complete) will include the following:
- Floor plans, elevation and building sections with notes, references and symbols
 - Site plan indicating site work with details of new construction
 - Survey and schedule for window and door rehabilitation
 - Survey and recommendations for masonry
 - Finishes and hardware schedules
 - Interior elevations and casework
 - Enlarged floor plans and construction details
 - Complete project specifications
 - Updated cost estimate with 7.5% contingency

Selective demolition may be encouraged to verify hidden conditions and reduce the need for change orders during construction. As the design progresses, the THC will meet on a regular basis with the grantee's representative(s) and project architect. The grantee should ensure that the project architect implements the THC-recommended revisions to the plans and completes the plans in a timely manner.

Attachment C
Scope of Work
Hunt County Courthouse

Items outside the architect's scope to be contracted by Hunt County if necessary:

- Environmental survey
- Geotechnical testing
- Topographic and utility survey
- Material testing laboratory services
- Test pits or selective demolition to uncover concealed conditions
- Security consulting
- Telephone and computer systems consulting

Attachment D
Project Schedule
Hunt County Courthouse

Project Schedule
For the Hunt County Courthouse Restoration & Rehabilitation Project

The following schedule shall be met by Hunt County unless an extension is granted in writing by the Commission. Failure to meet any of the dates provided may result in forfeiture of all or a portion of the grant award.

Overall Progress Schedule:

Document Preparation: October 2016 – October 2017
Project Closeout and Completion: November 2017

Date	Action	Notes
July 22, 2016	Commission grants award	
October 14, 2016	Funding Agreement is executed	
October 17, 2016	Program Confirmation & Base Drawings	6 week duration
November 28, 2016	Prepare Schematic Design documents	7 week duration
January 13, 2017	Submit SD package to Hunt County and THC for review	
	Prepare Design Development documents	12 week duration
April 7, 2017	Submit DD package to Hunt County and THC for review	
	Prepare 60% Construction Documents	12 week duration
June 30, 2017	Submit 60% complete CD package to Hunt County and THC for review	
	Prepare 95% Construction Documents	10 week duration
September 8, 2017	Submit 95% complete CD package to Hunt County and THC for review	
	Final County and THC review	4 week duration
October 6, 2017	Revise documents upon receipt of final Hunt County and THC comments	4 week duration
November 3, 2017	Submit final 95% documents to THC Submit Project Closeout Report Final request for reimbursement	

**STATE OF TEXAS
COUNTY OF HUNT**

Resolution # 14,327

FILED FOR RECORD
at 11:20 o'clock a M

OCT 11 2016

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

**A RESOLUTION SUPPORTING THE EFFORTS OF HUNT COUNTY
TO EXECUTE RESTORATION OF THE HUNT COUNTY COURTHOUSE**

WHEREAS, the historic county courthouse, having served the county since it was dedicated on April 11, 1929, the date of the 83rd anniversary of Hunt County, is in need of repairs and upgrades; and

WHEREAS, the county submitted an application in Round IX to the Texas Historic Courthouse Preservation Program (THCPP) seeking funding assistance for the rehabilitation/restoration work described in the Master Plan authored by ARCHITEXAS, dated February 13, 2014; and

WHEREAS, the proposed project has been selected to receive a THCPP grant award in the amount of \$642,440 on July 22, 2016, by the Texas Historical Commission, the state agency administering the THCPP, contingent upon compliance with the terms of the Funding Agreement, to which this document is attached.

NOW, THEREFORE, BE IT RESOLVED THAT the Commissioners Court of Hunt County, Texas, affirms by this vote its willingness to accept this funding award, to contribute the funding necessary to complete the project, to enter into the aforementioned Funding Agreement and to hereby declare its complete support for this important project to preserve the Hunt County Courthouse for future generations.

Resolved this 11th day of October, 2016.

John L. Horn
_____, County Judge
John L. Horn

Eric Evans
_____, Commissioner, Pct. 1
Eric Evans

Tod McMahan
_____, Commissioner, Pct. 2
Tod McMahan

Phillip Martin
_____, Commissioner, Pct. 3
Phillip Martin

Jim Latham
_____, Commissioner, Pct. 4
Jim Latham





Houston, TX
9824 Whitnorn Drive
Houston, Texas 77095
P (800) 708-6423
www.vistaconitx.com

Remit, Sales and Support

Oklahoma City, OK
4200 Perimeter Center Drive Suite 140
Oklahoma City, OK 73112
P (800) 708-6423
www.vistaconitx.com

Sales and Support

#14,328

FILED FOR RECORD
at 11:20 o'clock a M

OCT 11 2016

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*

Hunt County Upgrade Quote

Quote # OK001931

Version-1

Hunt County Sheriff's Office



Oklahoma City, OK
 800-233-1340
 Oklahoma City, OK 73112
 (405) 233-0823
 www.vistacomtx.com
 Local Support
 Houston, TX
 9874 Whithorn Drive
 Houston, Texas 77095
 P (800) 708 6423
 www.vistacomtx.com
 Remote, Sales and Support

Hunt County Upgrade Quote



Prepared by:
Vista Com Oklahoma City
 Sean Miller
 281-516-9800 ext 211
 Fax
 sean.miller@vistacomtx.com

Sean Miller

Prepared for:
Hunt County Sheriff's Office
 2801 Stuart
 Greenville, TX 75401
 Wayne Gilmore
 wgilmore@huntcounty.net
 (903) 453-6800

Quote information:
Quote #: OK001931
 Version: 1
 Delivery Date: 09/13/2016
 Expiration Date: 11/30/2016

Part Number	Hardware	Qty	List Price (Each)	List Price (Extended)	Discounted Price - (Each)	Discounted Price (Extended)
DIR Contract #: DIR-SDD-1952 Upgrade from Eventide VR725 to new Eventide Next Gen Nexlog 740 Voice Recorder. We will transfer the following from the VR725 to the Nexlog 740: The database of calls, Media Agent & Media Works Licenses will be converted to new Media Works Plus. Utilize customer's existing KVM. Add new 8 channel analog card and 8 channel digital card to record the Avaya Definity phones along with external NAS device for long term archiving, 9-1-1 integration to capture and search via location (Address & Geo Coordinates) when available.						
NexLog 740	NexLog 740 base system NexLog 740 base system 3U rack-mount chassis. Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.	1	\$7,995.00	\$7,995.00	\$6,955.65	\$6,955.65
105340	Upgrade to 2 x 1TB Hot Swap h/w-RAID1=1TB Storage Nexlog 840 - Upgrade to 2 x 1TB Hot Swap h/w-RAID1=1TB Storage	1	\$1,600.00	\$1,600.00	\$1,392.00	\$1,392.00
Battery Backup	CyberPower CP Series 850VA/510W UPS	1	\$200.00	\$200.00	\$190.00	\$190.00








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 Houston, Texas 77055
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Remit, Sales and Support

105284-008	8 Channel Analog Card 8 Channel Analog Card, 8 Channel Licenses, One Year Warranty		1	\$2,700.00	\$2,700.00	\$2,349.00	\$2,349.00
105183P-008	8-Channel Digital Card 8-Channel Digital PBX Station Card, 8 Channel Licenses		1	\$4,350.00	\$4,350.00	\$3,784.50	\$3,784.50
108109	Rack Mount Slides - 2 Post Center Mt., 3U (for Nex		1	\$450.00	\$450.00	\$391.50	\$391.50
NAS Rackmount Appliance	NAS Rackmountable Appliance Based 1U NAS Rackmount Network Attached Storage Appliance with Linux Technology		1	\$1,500.00	\$1,500.00	\$1,425.00	\$1,425.00
				Subtotals:	\$18,795.00		\$16,487.65

Part Number	Software	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)	
We will be able to transfer the following from the VR725 to the Nextlog 740: the database of calls, Media Agent & MediaWorks Licenses will be converted to the new Media Works Plus. Due to the age of the 24 channel analog card, we recommend a new card which is listed under the Hardware tab.							
271112	License, Speech to Text - Included at no charge Speech to Text Licensing (Beta)	1	\$0.00	\$0.00	\$0.00	\$0.00	
209029	NENA ANI/ALI CAD Spill Integration of SMDR NENA ANI/ALI CAD Spill Integration of SMDR	1	\$3,495.00	\$3,495.00	\$3,040.65	\$3,040.65	
271098	Geographic Search/View (Requires Lat/Lon, MW Plus,	1	\$995.00	\$995.00	\$865.65	\$865.65	





115021
 115022
 115023
 115024

Houston, TX
 9824 Whitman Drive
 Houston, Texas 77049
 P: (800) 708-6423
 www.vistacom.com

Remit, Sales and Support

115021	Enhanced Reporting Package	1	\$995.00	\$995.00	\$865.65	\$865.65
			Subtotals:	\$5,485.00		\$4,771.95

Part Number	Services	Qty.	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Prof Serv Install Bundle	Prof Service Installations Bundle. Recorder Solutions Installation Services Includes Site Installation Guides, Project Management, Pre-Configuration, Onsite Installation, System Integrations, and De-trash	1	\$2,110.00	\$2,110.00	\$1,835.70	\$1,835.70
Prof Service Training Bundle	Prof Service Training Bundle Professional Services, Training Programs Designed To Your Solution. Includes Materials, Training Class, and Follow Up Support	1	\$693.00	\$693.00	\$602.91	\$602.91
Prof Support Bundle	Support Product and Configuration Bundle Support For Recording Solution During Period of OEM Materials Warranty. Includes Software Support, Configuration Support, Time and Materials, and all On-Site Maintenance	1	\$1,225.80	\$1,225.80	\$1,066.45	\$1,066.45
			Subtotals:	\$4,028.80		\$3,505.06

Quote Summary	Amount
Hardware	\$16,487.65
Software	\$4,771.95
Services	\$3,505.06
Total	\$24,764.66

Payment Terms	No. of Payments	Amount
Net 30	0	None
		\$24,764.66

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



14,334

FILED FOR RECORD
at 11:30 o'clock

OCT 11 2016

By EMILY LINDENZWEIG
County Clerk, Hunt County, TX

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **CAUSE NO. TAX19940 GREENVILLE INDEPENDENT SCHOOL DISTRICT VS. FIRST HOME AKA 1RST HOME**

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **RITO DIAZ** for and in consideration of the cash sum of **SIX HUNDRED THIRTY-TWO AND 12/100 (\$632.12)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 11 day of October, 2016.

Attest:

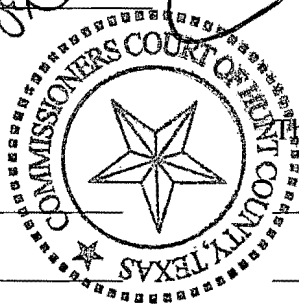
Emily Lindenzweig
County Clerk

[Signature]
Hunt County Judge

Those Voting Aye Were:

Evans
McMahan
Martin
Latham

Those Voting Nay Were:



In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 14 day of October, 2016.

Hunt County Commissioners Court

BY: [Signature]
Hunt County Judge

State of Texas

{
{
{

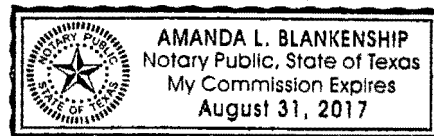
County of Hunt

This instrument was acknowledged before me on this the 14 day of

October, 2016 by John L. Horn

Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.

[Signature]
Notary Public, State of Texas



"EXHIBIT A"

Property Description:

TRACT 19: BEING BLOCK 5, LOT 20, PART OF THE WRIGHT SUBDIVISION, AS DESCRIBED IN DEED RECORDED IN VOLUME 1180, PAGE 207, FILED JUNE 25, 2004 AND CONSTABLES DEED DOC# 2013-8432 FILED JULY 17, 2013 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R90686

SITUS OR LOCATION PER HUNT CAD: 4002 SPENCER ST, GREENVILLE TX 75401

GISD

PerdueBrandonFielderCollins&Mott LLP

ATTORNEYS AT LAW
P.O. BOX 2007
TYLER, TX 75710
TELEPHONE 903-597-7664
FAX 903-597-6298
www.pbfc.com

Tab Beall
ATTORNEY AT LAW

David Hudson
ATTORNEY AT LAW

Alesha L. Williams
ATTORNEY AT LAW

RESALE BID

I hereby submit my bid for the purchase of:

Property Account No.: 290686
Property Address: 4002 Spencer St Greenville tx 75401

Bid Amount: \$ 632.12

PRINT NAME: Rito Diaz

ADDRESS: 3921 Pickart St

CITY: Greenville STATE: tx ZIP: 75401

TELEPHONE: (903) 513 2620

SOCIAL SECURITY #: 451-99-0930

Print name(s) to appear on deed if different than above:

PLEASE STATE YOUR PLANS FOR THIS PROPERTY:

SIGNATURE: Rito Diaz DATE: 7/14/16

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

Contact for questions or additional information:
Stacy Fleming
Legal Assistant to TAB BEALL
sfleming@pbfc.com (903) 597-7664 ext. 3204

JUL 15 2016

BID ANALYSIS

Cause #: TAX19940 GREENVILLE ISD VS. FIRST HOME, AKA 1RST HOME

Bid Amount: \$632.12
Date Bid Submitted: 7/15/2016

Bidders Name: **RITO DIAZ**

Bidders Address: 3921 PICKETT ST
GREENVILLE TX 75401

Acct#: R90686
Judgment Date: 6/21/2012
Property Value at Judgment: \$1,610.00
Property Value today: \$2,420.00
Date of Sale: 7/2/2013

Minimum Bid at Sale: \$644.11

Sale Deed Filed: 7/17/2013
Redemption Expires: 1/15/2014

PROPERTY DESCRIPTION

TRACT 19: BEING BLOCK 5, LOT 20, PART OF THE WRIGHT SUBDIVISION, AS DESCRIBED IN DEED RECORDED IN VOLUME 1180, PAGE 207, FILED JUNE 25, 2004 AND CONSTABLE'S DEED DOC# 2013-8432 FILED JULY 17, 2013 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R90686

SITUS OR LOCATION PER HUNT CAD: 4002 SPENCER ST, GREENVILLE TX 75401

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	2007-2011	\$73.37
GREENVILLE ISD	2006-2011	\$174.85
HUNT COUNTY	2007-2011	\$52.59
HUNT MEMORIAL HD	2007-2011	\$22.23

TOTAL: \$323.04

COSTS

Publication Fee: \$89.20 (Payable to Hunt County Treasurer)
Court Costs: \$38.40 (Payable to Hunt County District Clerk)
Constable's Fee: \$60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee: \$38.50 (Payable to Hunt County Clerk)

TOTAL: \$226.10

PROPOSED TAX DISTRIBUTION – R90686

Bid Amount: \$632.12 Costs: \$226.10
Net to Distribute: \$406.02

ENTITY	AMOUNT TO DISBURSE
CITY OF GREENVILLE:	(23%) \$93.38
GREENVILLE ISD:	(54%) \$219.25
HUNT COUNTY:	(16%) \$64.96
HUNT MEMORIAL HD:	(7%) \$28.42

(These amounts are contingent on verification of cost)

TOTAL: \$406.02

14,334

FILED FOR RECORD
at 11:20 o'clock a

OCT 11 2016

By Wendy Lindenzweig
County Clerk, Hunt County, TX

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **CAUSE NO. 11,145-A CELESTE ISD VS. L A BLANTON**

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **WELDON DAVIS** for and in consideration of the cash sum of **ONE THOUSAND THREE DOLLARS and 00/100 (\$1,003.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 11 day of October, 2016.

Attest:

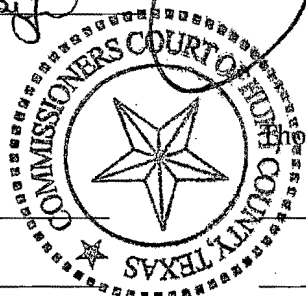
Wendy Lindenzweig
County Clerk

[Signature]
Hunt County Judge

Those Voting *Aye* Were:

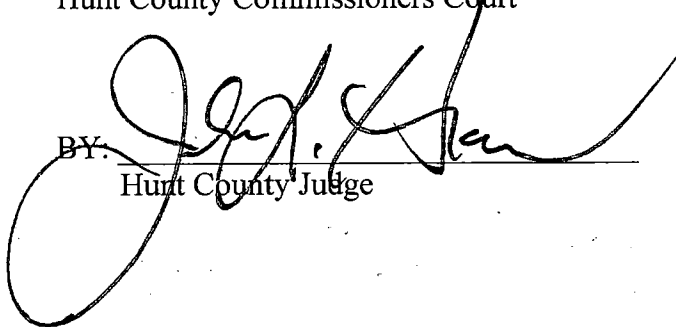
Evans
McMahan
Martin
Latham

Those Voting *Nay* Were:



In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 11th day of October, 2016.

Hunt County Commissioners Court

BY: 
Hunt County Judge


State of Texas

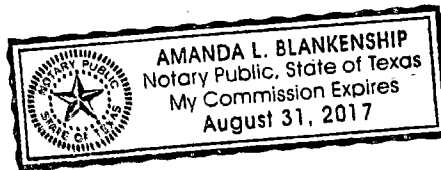
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{

County of Hunt

This instrument was acknowledged before me on this the 11th day of October, 2016 by John L. Horn,

Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.


Notary Public, State of Texas



“EXHIBIT A”

Property Description:

TRACT 1: BEING ALL THAT CERTAIN LOT 4, BLOCK 13, PERRIN ADDITION TO THE CITY OF CELESTE, HUNT COUNTY TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 598, PAGE 461 OF THE DEED RECORDS AND SHERIFFS DEED EFFECTIVE JUNE 1990, DOC#2011-9731 FILED SEPTEMBER 7, 2011 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF CELESTE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER **R75474.**

SITUS OR LOCATION PER HUNT CAD: Corner of Locust and Third Street, Celeste TX

RESALE PROPERTY BID

I hereby submit my bid for the purchase of:

Property Account #: 754 74 Address: LOUST 15 3RD

Bid Amount: \$ 1,003 ^{10/100}

PRINT NAME: Weldon Davis

ADDRESS: P.O. Box 3113

CITY: BRYAN STATE: Tx ZIP: 77805

TELEPHONE: (979) 739-1867

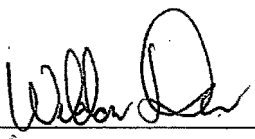
E-MAIL: propertydude@live.com

PURPOSE FOR PURCHASING PROPERTY:

Development

Print name(s) to appear on deed if different than above:

Weldon Davis

SIGNATURE: 

DATE: 8/5/14

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM/ HUNT RESALE
PO BOX 2007
TYLER TX 75710-2007

OR

DELIVER TO: PERDUE, BRANDON LAW FIRM
305 S BROADWAY STE 200
TYLER TX 75702

BID ANALYSIS

Cause #: 11,145-A CELESTE ISD VS. L A BLANTON

Bid Amount: \$1,003.00

Date Bid Submitted: 8/8/2016

Bidders Name: **WELDON DAVIS**

Bidders Address: PO BOX 3113
BRYAN TX 77805

Acct#: R75474

Judgment Date: 9/7/1989

Property Value at Judgment: \$16,990.00

Property Value today: \$5,270.00 -

Date of Sale: 6/5/1990

Minimum Bid at Sale: \$3,090.03

Sale Deed Filed: 9/7/2011 (effective 6/10/1990)

Redemption Expires: 3/7/2012

PROPERTY DESCRIPTION

TRACT 1: BEING ALL THAT CERTAIN LOT 4, BLOCK 13, PERRIN ADDITION TO THE CITY OF CELESTE, HUNT COUNTY TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 598, PAGE 461 OF THE DEED RECORDS AND SHERIFFS DEED EFFECTIVE JUNE 1990, DOC#2011-9731 FILED SEPTEMBER 7, 2011 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF CELESTE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER **R75474**.

SITUS OR LOCATION PER HUNT CAD: Corner of Locust and Third Street, Celeste TX

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF CELESTE	1983-1988	\$559.74
CELESTE ISD	1980-1988	\$1,967.78
HUNT COUNTY	1986, 1988	\$171.62
HUNT MEMORIAL HD	1986, 1988	\$88.89

TOTAL: \$2,788.03

COSTS

Court Costs \$212.00 (Payable to Hunt County District Clerk)
Sheriff's Fee: \$50.00 (Payable to the Hunt County Sheriff)
Deed Recording Fee: \$40.00 (Payable to Hunt County Clerk)

TOTAL: \$302.00

PROPOSED TAX DISTRIBUTION – R75474

Bid Amount: \$1,003.00 Costs: \$302.00
Net to Distribute: \$701.00

ENTITY	AMOUNT TO DISBURSE
CITY OF GREENVILLE:	(20%) \$140.20
CELESTE ISD:	(71%) \$497.71
HUNT COUNTY:	(6%) \$42.06
HUNT MEMORIAL HD:	(3%) \$21.03

(These amounts are contingent on verification of cost)

TOTAL: \$701.00

#14,334

FILED FOR RECORD
at 11:20 o'clock

OCT 11 2016

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

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **CAUSE NO. TAX20272 GREENVILLE INDEPENDENT SCHOOL DISTRICT VS. GLYNN MONTGOMERY, DECEASED**

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

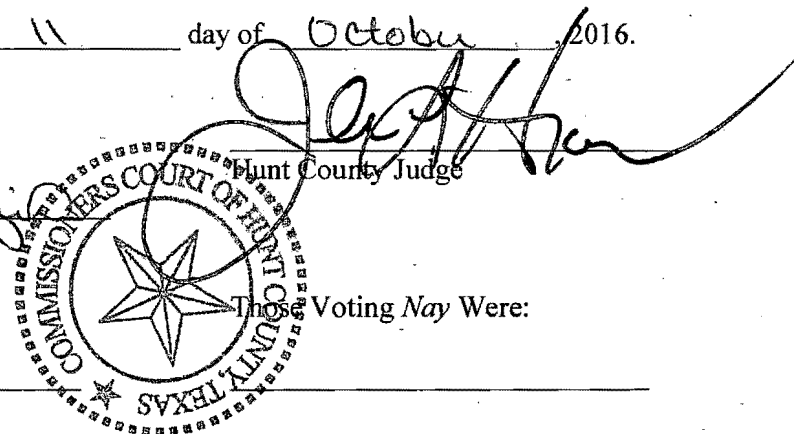
NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **MICHAEL KING AND JOSEPHINE DURKIN** for and in consideration of the cash sum of **ONE THOUSAND SIX HUNDRED DOLLARS and 00/100 (\$1,600.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 11 day of October, 2016.

Attest:

Jennifer Lindenzweig
County Clerk



[Signature]
Hunt County Judge

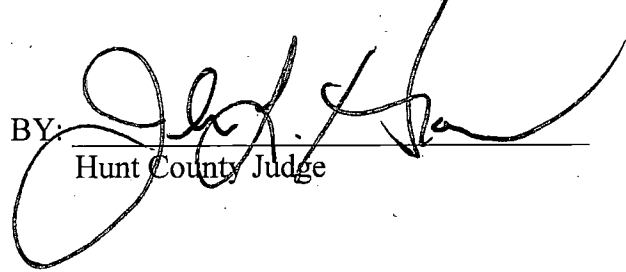
Those Voting Aye Were:

Evans
McMahan
Martin
Latham

Those Voting Nay Were:

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 11th day of October, 2016.

Hunt County Commissioners Court

BY: 
Hunt County Judge

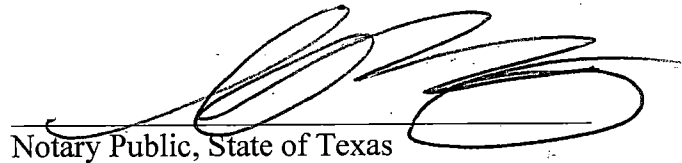
State of Texas

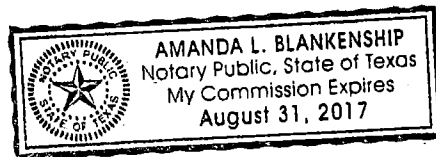
}
}
}

County of Hunt

This instrument was acknowledged before me on this the 11th day of October, 2016 by John L. Horn,

Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.


Notary Public, State of Texas



“EXHIBIT A”

Property Description:

TRACT 6: BEING 1.28 ACRES, LOT 2, BLOCK 240, PART OF THE ORIGINAL TOWN OF GREENVILLE, AS DESCRIBED IN THE WARRANTY DEED RECORDED IN VOLUME 649, PAGE 605, ON INSTRUMENT FILED JANUARY 5, 1967 AND CONSTABLES DEED DOC#2015-4148 FILED APRIL 15, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND THE GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER **R71978**.

SITUS OR LOCATION PER HUNT CAD: 3113 LOGAN ST, GREENVILLE TX 75401

Perdue Brandon Fielder
Collins & Mott LLP
ATTORNEYS AT LAW

From: Josephine Durkin [mailto:josephinedurkin@gmail.com]
Sent: Tuesday, June 28, 2016 4:30 PM
To: Stacy Fleming <sfleming@pbfc.com>
Subject: Offer for GISD 3113 Logan Street

Hello Stacy,

We own property near 3113 Logan and we would like to put an offer in for \$1600 for the GISD property, property ID 71978, address 3113 Logan Street. We will also put this in writing and send it via mail. Should you need to speak with us, please give us a call at 903.268.5081.

Sincerely,

Michael King and Josephine Durkin

Josephine Durkin

Associate Professor of Art
Texas A&M University - Commerce

www.josephinedurkin.com

BID ANALYSIS

Cause #: TAX20272 GREENVILLE ISD VS. GLYNN MONTGOMERY, DECEASED

Bid Amount: \$1600.00
Date Bid Submitted: 6/28/2016

Bidders Name: **MICHAEL KING AND
JOSEPHINE DURKIN**

Acct#: R71978
Judgment Date: 10/16/2014
Property Value at Judgment: \$10,610.00
Property Value today: \$11,720.00
Date of Sale: 4/7/2015

Bidders Address: 2103 ST JOHN
GREENVILLE TX 75401

Minimum Bid at Sale: \$7,001.51

Sale Deed Filed: 4/15/2015
Redemption Expires: 11/15/2015

PROPERTY DESCRIPTION

TRACT 6: BEING 1.28 ACRES, LOT 2, BLOCK 240, PART OF THE ORIGINAL TOWN OF GREENVILLE, AS DESCRIBED IN THE WARRANTY DEED RECORDED IN VOLUME 649, PAGE 605, ON INSTRUMENT FILED JANUARY 5, 1967 AND CONSTABLES DEED DOC#2015-4148 FILED APRIL 15, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND THE GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R71978.

SITUS OR LOCATION PER HUNT CAD: 3113 LOGAN ST, GREENVILLE TX 75401

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	1995-2013	\$1,560.48
GREENVILLE ISD	1995-2013	\$2,956.89
HUNT COUNTY	1995-2013	\$1,129.12
HUNT MEMORIAL HD	1995-2013	\$455.39

TOTAL: \$6,101.88

COSTS

Publication Fee: \$59.66 (Payable to Hunt County Treasurer)
Court Costs \$183.54 (Payable to Hunt County District Clerk)
Constable's Fee: \$60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee: \$40.00 (Payable to Hunt County Clerk)

TOTAL: \$343.20

PROPOSED TAX DISTRIBUTION – R71978

Bid Amount: \$1,600.00 Costs: \$343.20
Net to Distribute: \$1,256.80

ENTITY	AMOUNT TO DISBURSE
CITY OF GREENVILLE:	(26%) \$326.77
GREENVILLE ISD:	(48%) \$603.26
HUNT COUNTY:	(19%) \$238.79
HUNT MEMORIAL HD:	(7%) \$87.98

(These amounts are contingent on verification of cost)

TOTAL: \$1,256.80

FILED FOR RECORD
at 11:20 o'clock a.m.
OCT 11 2016
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

#14,334

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **CAUSE NO. TAX17957 CITY OF GREENVILLE VS. SUSANNA LEWIS**

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

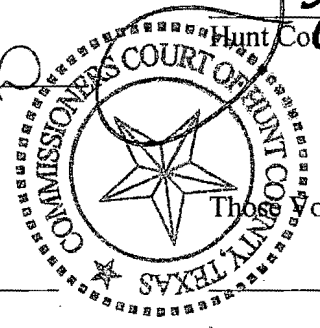
That the sale of the hereinabove described real property to **MICHAEL KING AND JOSEPHINE DURKIN** for and in consideration of the cash sum of **FIVE HUNDRED DOLLARS and 00/100 (\$500.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 11 day of October, 2016.

Attest:

Jennifer Lindenzweig
County Clerk

[Signature]
Hunt County Judge



Those Voting Aye Were:

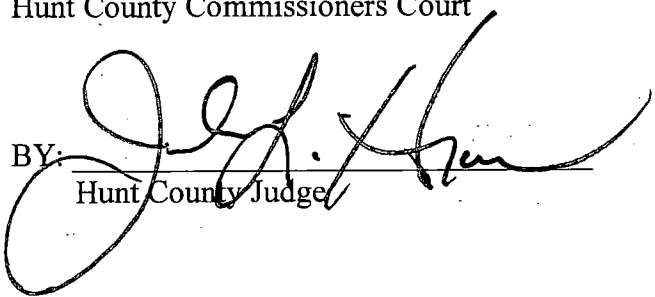
Evans
McMahon
Martin
Latham

Those Voting Nay Were:

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 11th day of October, 2016.

Hunt County Commissioners Court

BY:


Hunt County Judge

State of Texas

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{

County of Hunt

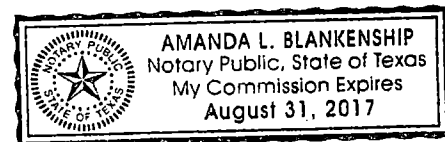
}

This instrument was acknowledged before me on this the 11th day of

October, 2016 by John L. Horn

Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.


Notary Public, State of Texas



"EXHIBIT A"

Property Description:

TRACT 1: ORIGINAL TOWN OF GREENVILLE, BLOCK 204, LOT 7B (AKA LOT 10, 11) AS DESCRIBED IN DEED RECORDED IN VOLUME 450 PAGE 608 AND SHERIFFS DEED RECORDED IN VOLUME 1237 PAGE 174 FILED NOVEMBER 10, 2004 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER **R71746**.

SITUS OR LOCATION PER HUNT CAD: 2713 WRIGHT ST, GREENVILLE TX 75401

Stacy Fleming

To: Stacy Fleming
Subject: FW: Confirming our Bids for 2713 Wright and land with an Abandoned Road

From: Josephine Durkin [mailto:josephinedurkin@gmail.com]
Sent: Thursday, June 30, 2016 7:16 PM
To: Lucas, Kathy <kucas@ci.greenville.tx.us>
Cc: Stacy Fleming <sfleming@pbfcm.com>
Subject: Confirming our Bids for 2713 Wright and land with an Abandoned Road

To confirm: We would like to bid on the following two properties:

Bid #1: ⁵⁰⁰~~\$300~~ Offer to purchase 2713 Wright Street from the City of Greenville. This adjoins our property.

Bid #2: \$500 Offer to purchase the land that contains the abandoned and unused road marked as "Shreveport St" on the Hunt CAD map - but is actually not used, covered with grass, and on top of the abandoned, and trackless L. R. & N. railroad This land also adjoins our property.

We would like to acquire these properties because both of them adjoin the property that we currently own (3000 Spencer) which also adjoins the property that we are in the process of purchasing (3012 Crockett). All of this land is part of our larger vision to build a beautiful home and event destination site for the City of Greenville.

The land that contains the abandoned road is not being used, but would allow us to have a private drive to both our property on 3000 Spencer, and the property that we are have submitted a bid on through GISD (3113 Logan, which is property number 71978).

We have already made a significant investment by purchasing 3000 Spencer, and we are in the process of investing another sizable sum when we close on the purchase of 3012 Crockett.

We only have so much money to develop our property. Purchasing these other lots at a more manageable and accessible price point from the city allows us to enhance and develop our property and community.

We will be building on some, but not all of these properties. Some of our building will beautify the land and make it more functional/desirable, but not involve the building of an actual, livable structure. For instance, the property with the abandoned road will involve cleanup and the creation of an extension to allow for a private drive, and will also ensure the beautiful greenery necessary to keep and surround those on 3000 Spencer with the beautiful, scenic, green views that currently exist. This will allow us to create a more private and scenic, destination getaway, which is very desirable for receptions and events.

Josephine Durkin and Michael King

Josephine Durkin
Associate Professor of Art
Texas A&M University - Commerce
www.josephinedurkin.com

BID ANALYSIS

Cause #: TAX17957 CITY OF GREENVILLE VS. SUSANNA LEWIS

Bid Amount: \$500.00

Date Bid Submitted: 6/30/2016

Bidders Name: **MICHAEL KING AND
JOSEPHINE DURKIN**

Bidders Address: 2103 ST JOHN
GREENVILLE TX 75401

Acct#: R71746

Judgment Date: 7/30/2004

Property Value at Judgment: \$700.00

Property Value today: \$790.00

Date of Sale: 10/5/2004

Minimum Bid at Sale: \$700.00

Sale Deed Filed: 11/10/2004
Redemption Expires: 5/10/2005

PROPERTY DESCRIPTION

TRACT 1: ORIGINAL TOWN OF GREENVILLE, BLOCK 204, LOT 7B (AKA LOT 10, 11) AS DESCRIBED IN DEED RECORDED IN VOLUME 450 PAGE 608 AND SHERIFFS DEED RECORDED IN VOLUME 1237 PAGE 174 FILED NOVEMBER 10, 2004 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER **R71746**.

SITUS OR LOCATION PER HUNT CAD: 2713 WRIGHT ST, GREENVILLE TX 75401

TAX INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	1978-2003	\$231.42
GREENVILLE ISD	1978-2003	\$428.04
HUNT COUNTY	1978-2003	\$156.04
HUNT MEMORIAL HD	1978-2003	\$57.23

TOTAL: \$872.73

COSTS

Publication Fee: \$174.00 (Payable to Hunt County Treasurer)
Court Costs \$287.50 (Payable to Hunt County District Clerk)
Deed Recording Fee: \$38.50 (Payable to Hunt County Clerk)

TOTAL: \$500.00

FILED FOR RECORD
at 11:30 o'clock a

OCT 11 2016

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*

#14,334

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **CAUSE NO. TAX20273 GREENVILLE INDEPENDENT SCHOOL DISTRICT VS. GORDON SCOTT, DECEASED & GRACE SCOTT, DECEASED**

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

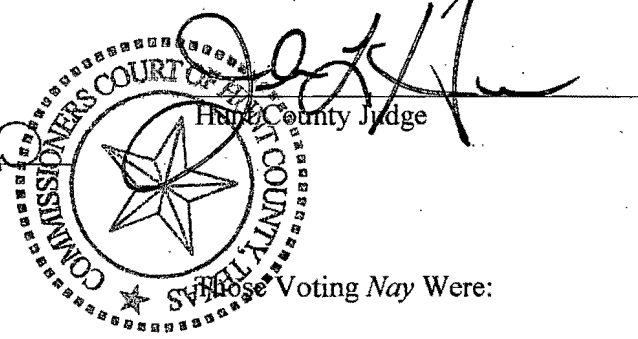
NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **PHILLIP & LORI AARON** for and in consideration of the cash sum of **TWO THOUSAND DOLLARS and 00/100 (\$2,000.00)**, s, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 11 day of October, 2016.

Attest:

Jennifer Lindenzweig
County Clerk



Those Voting Aye Were:

Evans
McMahan
Martin
Latham

Those Voting Nay Were:

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 11th day of October, 2016.

Hunt County Commissioners Court

BY:


Hunt County Judge

State of Texas

{

{

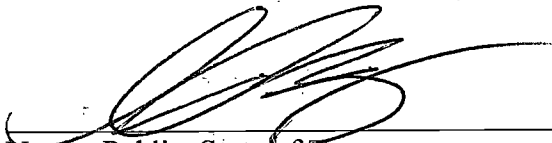
County of Hunt

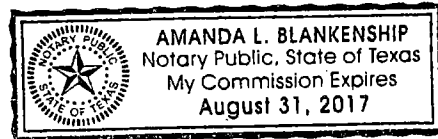
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This instrument was acknowledged before me on this the 11th day of

October, 2016 by John L. Horn

Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.


Notary Public, State of Texas



“EXHIBIT A”

Property Description:

TRACT 1: BEING 1.12 ACRES, TRACT 110, PART OF THE M L PARKER SURVEY, ABSTRACT 820, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 485, PAGE 294 ON INSTRUMENT FILED OCTOBER 8, 1948 AND CONSTABLES DEED DOC#2015-7288 FILED JUNE 19, 2015 IN HUNT COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER. R113194

Situs per Hunt County Appraisal District: CR-4306 GREENVILLE, TX 75401

RESALE PROPERTY BID

I hereby submit my bid for the purchase of:

Property Account #: ^{File #} 130205/R113194 address: 1.12 +/- Acres out of
ML Parker Survey

Bid Amount: \$ ~~1250⁰⁰~~ 2000.⁰⁰

PRINT NAME: Phillip Aaron

ADDRESS: 5893 CR 4400

CITY: Commerce STATE: TX. ZIP: 75428

TELEPHONE: (903) 453-5051 -Lance

E-MAIL: lancebanks@c21patt.com

PURPOSE FOR PURCHASING PROPERTY:

I adjoin the surrounding property this tract of land. I was informed by the seller that I was purchasing the subject tract already. My offer of 1250⁰⁰ is comparable to what I purchased the surrounding property for some 4 yrs ago.

Print name(s) to appear on deed if different than above:

Phillip Aaron & Lori Aaron

SIGNATURE: Phillip Aaron

DATE: 7-26-16

ALL BIDS MUST BE SIGNED BY HAND

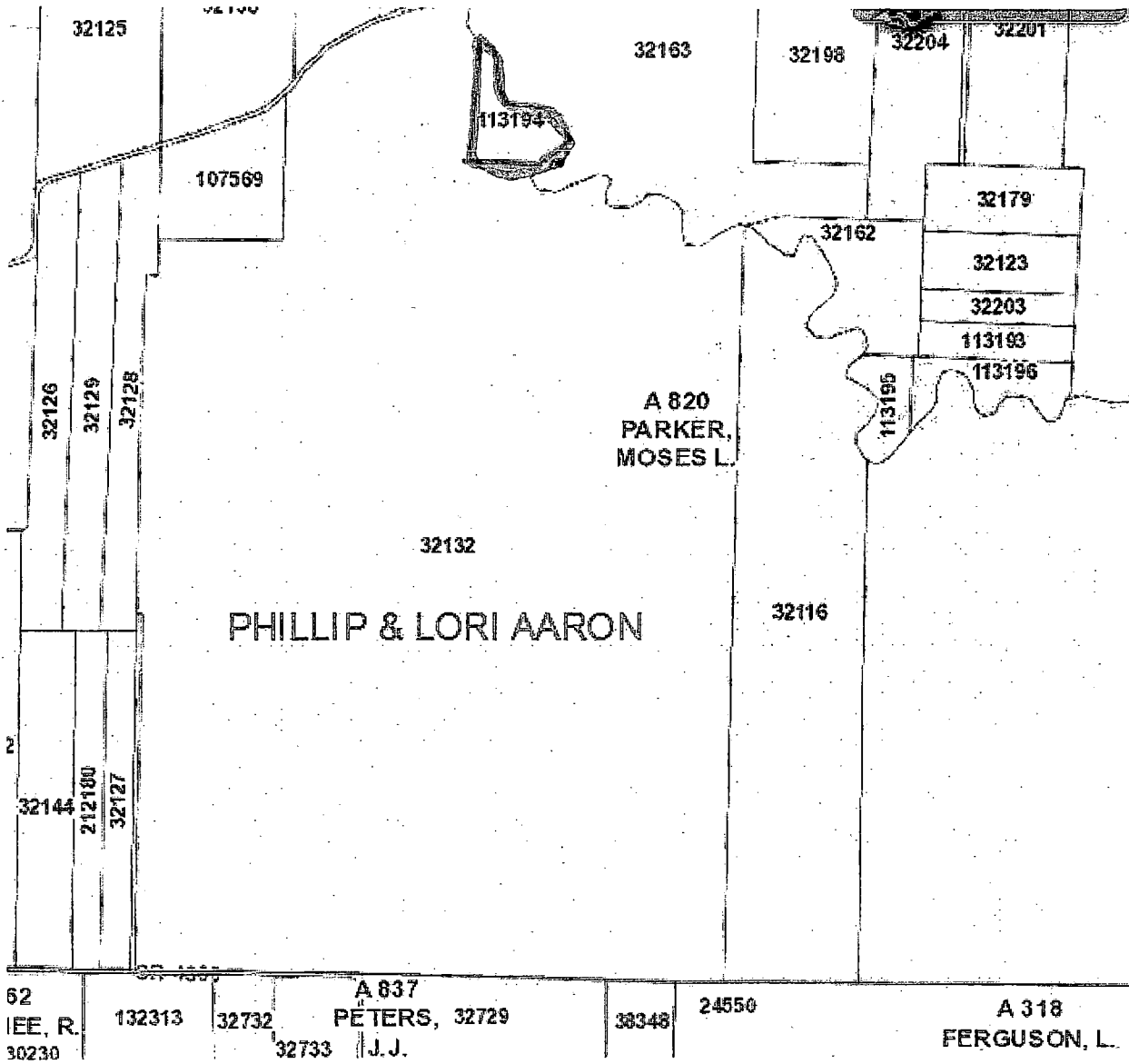
I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM/ HUNT RESALE
PO BOX 2007
TYLER TX 75710-2007

OR

DELIVER TO: PERDUE, BRANDON LAW FIRM
305 S BROADWAY STE 200
TYLER TX 75702

JUL 28 2016



BID ANALYSIS

Cause #: TAX20273 GREENVILLE ISD VS. GORDON SCOTT, DECEASED

Bid Amount: \$2,000.00	Acct#: 113194
Date Bid Submitted: 7/28/2016	Judgment Date: 2/19/2015
Bidders Name: PHILLIP & LORI AARON	Property Value at Judgment: \$5,070.00
Bidders Address: 5893 CR 4400	Property Value today: \$5,780.00
COMMERCE TX 75428	Date of Sale: 6/2/2015
	Minimum Bid at Sale: \$5,070.00

Sale Deed Filed:	6/19/2015
Redemption Expires:	12/19/2015

PROPERTY DESCRIPTION

TRACT 1: BEING 1.12 ACRES, TRACT 110, PART OF THE M L PARKER SURVEY, ABSTRACT 820, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 485, PAGE 294 ON INSTRUMENT FILED OCTOBER 8, 1948 AND CONSTABLES DEED DOC#2015-7288 FILED JUNE 19, 2015 IN HUNT COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER. R113194

Situs per Hunt County Appraisal District: CR 4306 GREENVILLE, TX 75401

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
GREENVILLE ISD	1996-2014	\$5720.38
HUNT COUNTY	1996-2014	\$3234.91
HUNT MEMORIAL HD	1996-2014	\$1264.28

TOTAL: \$10,219.57

COSTS

Publication Fee:	\$800.40 (Payable to Hunt County Treasurer)
Court Costs	\$926.00 (Payable to Hunt County District Clerk)
Constable's Fee:	\$60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee:	\$40.00 (Payable to Hunt County Clerk)

TOTAL: \$1,826.40

PROPOSED TAX DISTRIBUTION – R113194

Bid Amount: \$2,000.00 Costs: \$1,826.40
Net to Distribute: \$173.60

ENTITY	AMOUNT TO DISBURSE
GREENVILLE ISD:	(56%) \$97.22
HUNT COUNTY:	(32%) \$55.55
HUNT MEMORIAL HD:	(12%) \$20.83

(These amounts are contingent on verification of cost)

TOTAL: \$173.60

PerdueBrandonFielderCollins&Mott LLP

ATTORNEYS AT LAW
P.O. BOX 2007
TYLER, TX 75710
TELEPHONE 903-597-7664
FAX 903-597-6298
www.pbfc.com

Tab Beall
ATTORNEY AT LAW

David Hudson
ATTORNEY AT LAW

Alesha L. Williams
ATTORNEY AT LAW

Scott A. Severt
ATTORNEY AT LAW

September 30, 2016

HUNT COUNTY JUDGE
HUNT COUNTY COMMISSIONERS COURT
2507 LEE ST 2ND FLOOR
GREENVILLE TX 75401

RE: AGENDA REQUEST

Please place the following on your next agenda for consideration:
Consider acceptance of high bids received on Resale Properties as follows:

<u>Account #</u>	<u>Purchaser</u>	<u>Bid Amount</u>
R113194	PHILLIP & LORI AARON	\$2,000.00
Property Description: 1.12 Acres, M L Parker Survey, Abstract 820 (landlocked)		
HCAD Situs: closest road is CR 4306, Greenville		

We have enclosed the resolution, bid analysis, and the information we received from the Purchaser.

We recommend that this proposal be accepted. Final approval is subject to acceptance by all taxing jurisdictions involved. Please let us know if you have any questions or need any additional information.

Very truly yours,



TAB BEALL

TB/sf
Enclosures

You may contact Stacy Fleming at (903) 597-7664 ext. 3204 or sfleming@pbfc.com for any questions.

#14,337

FILED FOR RECORD
at 11:20 o'clock a.m.

OCT 11 2016

Fax to: 903-408-4291 Att: Sandy
From: Classification
JAIL COUNT
September 27, 2016 - October 10, 2016

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

<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>
27-Sep	167	43	8	0	0	86	304
28-Sep	166	42	16	0	0	86	310
29-Sep	165	43	10	0	0	85	303
30-Sep	164	45	13	0	0	80	302
1-Oct	165	40	14	0	0	79	298
2-Oct	172	39	9	0	0	79	299
3-Oct	172	40	5	0	0	79	296
4-Oct	167	38	8	0	0	79	292
5-Oct	171	40	12	0	0	77	300
6-Oct	170	40	11	0	0	77	298
7-Oct	170	41	8	0	0	79	298
8-Oct	172	39	10	0	0	76	297
9-Oct	175	42	10	0	0	77	304
10-Oct	175	42	7	0	0	77	301